

Initial DRAFT MOU (Memorandum Of Understanding) between “9carrots UK” and another “national entity” wishing to implement “9carrots” in their “target country”

Terms:

“9carrots UK”: 9carrots registered UK company no. 7114851

“9carrots”: the 9carrots brand and scheme as defined by “9carrots UK”

“national entity”: the legal entity wishing to promote and implement “9carrots” in their country

MOU: Memorandum Of Understanding between “9carrots UK” and the “national entity”

“target country”: the country of the national entity

RFC: *Request For Comment*

(please add): please add to this

Introduction

This is an initial draft. Please [comment](#) underneath any paragraph.

Responsibilities of the “national entity”

The target country should have 1 single legal entity that governs and provides for any other group in that country, legal entity or not, to implement 9carrots in their area. The responsibilities of this central national entity include:

- to provide limited liability to all people involved in implementing 9carrots in the country
- where applicable to provide insurance cover to people involved in implementing 9carrots in the target country
- to provide standard contracts for anyone to use as agreements with business, suppliers and any other stakeholders involved with 9carrots in the target country
- to provide receipt books

Entrenched Institutional Requirements of all entities

Entrenched means that these requirements must be written in to the constitution of the national legal entity in a way that they cannot be changed.

- Not for profit (the trading surplus must only be used in line with the Objects)
- Max salary £30k
- Max Hourly rate £20
- Cannot be sold to, or for, profit

Open Source, Copyleft and Resources Created

All resources created are to be made public, including business plans, strategy ideas, planning, documents, website code and architecture, etc. In this way, anyone implementing 9carrots, a derivative or a similar scheme can benefit.

RFC: It is recognised that unpaid work contributed to the project should be made public in return for the considerable unpaid work already contributed for general benefit.

It is recognised that the opportunity cost of the total unpaid work gone in to 9carrots so far exceeds £50k. A funder is unlikely to accept any form of back dated pay / sale of assets in to the project.

RFC: No sale of existing work to the project. Either when funding arrives or when trading occurs.

Funding and Payments for work

It is recognised that any funding / activity is due to the inter connected efforts of all those who have developed and spread this idea.

RFC: If 1 person is to begin taking a salary then all should. Unless precluded by terms of funding.

It is recognised that people bring different amounts to the table. They have, and will, put different amounts in over time and work on other projects. Discussions of who did the most should be avoided. Flat fixed hourly rate for all.

Detailed monthly accounts are to be transparent and publicly available including all details of remuneration.

“Exclusive” Rights

9carrots UK permits the national entity exclusive rights to implement the 9carrots scheme and brand in the target country indefinitely apart from the exceptions detailed below.

This includes free use of the website, media, contracts, uxd, design, communication and the right to use the 9carrots brand and email domain and identity in all communications.
(please add)

RFC: However, anyone is free to implement the idea under another name in whichever way they choose and, in fact, are free to attempt the idea without our support or knowledge. Thus, the exclusive rights are relevant only to the 9carrots brand. Not the idea or any derivative thereof.

Cancellation

If the national entity is seen to be doing anything to damage the brand, e.g. investment from Nestle, 9carrots UK reserves the right to cancel these rights. This cancellation does not interfere with the national entity's rights to implement the idea under another identity and brand as stated above.

RFC: If, after 2 years, 9carrots Canada is not successful (2000 transactions), 9carrots UK reserves the right to transfer these exclusive rights to somebody else.

Working together

9carrots UK and any national entity should help each other as much as possible. This includes collaboration over business plan development, graphic design, etc.