PARTNERSHIP AGREEMENT
Defining and organising the Caml Consortium

BETWEEN:

INSTITUT NATIONAL DE LA RECHERCHE EN INFORMATIQUE ET EN AUTOMATIQUE (INRIA) (THE NATIONAL INSTITUTE FOR RESEARCH IN DATA PROCESSING AND AUTOMATION)

A science and technology oriented state establishment, governed by decree No. 85831 of 2nd August, 1985.

Domaine de Voluceau - Rocquencourt
BP 105
F-78153 LE CHESNAY

Represented by its Chairman and Managing Director,
Mr. Bernard LARROUTUROU

Hereinafter designated "INRIA"

on the one hand,

AND:

. . . . . .
. . . . . .
. . . . . .
. . . . . .

Represented by . . . . . .

Hereinafter designated "the Partner"

on the other hand.

HAVING BEEN PREVIOUSLY SET FORTH:

THAT:

The Partner wishes to take part in the Caml Consortium in order to participate in the work of designing and developing the Caml language and to ensure its continuity,

THAT:

The Partner's participation in the Consortium and its co-operation with INRIA pursuant to the terms of this Contract will advance INRIA's research objectives in accordance with the requirements of major users of the Caml language.

THAT:

This partnership agreement is made up of an adhesion contract and, as such, in the assurance that all various Partners making up the Consortium shall be treated equally, cannot be the subject of any particular negotiation.

THE FOLLOWING HAS BEEN AGREED:

Article 1: Purpose

The purpose of this agreement ("the Agreement") is to define and organise the Caml Consortium.
The purpose of the Caml Consortium is described in the presentation sheet appended to this Agreement (appendix 1).

Article 2: Procedures for participation

2.1 By this Agreement, the Partner undertakes to participate in the Caml Consortium, and to abide by all its rules for organisation and functioning, as defined by this Agreement.

2.2 For this purpose, the Partner undertakes to pay to INRIA the amount of 2,000 euros (excl. VAT) each year.

2.3 INRIA shall send the Partner the invoice corresponding its participation for payment in accordance with the provisions of article 3. The invoice shall be sent by INRIA to the Partner after signature of this agreement by both parties.

Article 3: Financial terms

Pursuant to this partnership Agreement, each Participant shall undertake to pay to INRIA an overall and fixed sum in accordance with the provisions of article 2.
Payment shall be made on presentation of an invoice and three duplicates sent by INRIA, either by cheque addressed to the Accountant of INRIA, or by transfer to account No. 0000/3003958/80 opened in the name of the Accountant of the INRIA at the Yvelines Treasury (France).

Article 4: Organisation of the Consortium

4.1 Scientific Committee
A Scientific Committee shall be set up.

4.1.1 Composition and functioning of the Scientific Committee

Each Partner shall appoint a representative to the Scientific Committee and a possible replacement. The Partner shall reserve the right to appoint a new representative during the validity of this partnership Agreement, after having so informed in writing the Chairman of the Scientific Committee.
The INRIA representative shall act as Chairman of the Scientific Committee.
On the date this partnership Agreement comes into force, the INRIA representative shall be Michel Mauny. In the event of change, INRIA shall appoint his successor and shall inform the other Partners in writing.
The Scientific Committee secretarial services shall be provided by INRIA.
During the reference year, the Chairman of the Scientific Committee shall organise at least two (2) meetings of the Scientific Committee for which he shall set the agenda. The Scientific Committee shall also meet if so requested by at least two (2) of the representatives who shall propose an agenda to the Chairman. During these meetings, and after consultation with the representatives of the Partners present, he shall take a final decision, except concerning the necessary revision of the amount of the participation options which shall be decided unanimously by the Partners present.

4.1.2 Role of the Scientific Committee

The function of the Scientific Committee shall be:

- To monitor the research and development work on Caml, to review the results obtained and to decide on incorporating them into the reference software, in accordance with the provisions of articles 8.1.2 and 8.1.3 of this partnership Agreement.
- To prepare possible events (meetings, conferences) and to approve the projected budget.
- To draw up a projected programme of work up for the next meeting of the Scientific Committee.
- When necessary, to revise the amount of the participation mentioned in article 2.2 of this Agreement. This decision shall be taken unanimously by the Partners present and shall be confirmed by a minute delivered to all the Partners.
- To modify all or part of the legal terms of the licenses for the Caml system. This decision shall be taken by the Chairman of the Scientific Committee and shall be confirmed by a minute delivered to all the Partners.

4.2 Technical Manager

4.2.1 Appointment

A Technical Manager shall be appointed by the Chairman of the Scientific Committee.

4.2.2 Prerogatives

The Technical Manager shall be particularly responsible for:

- running and supervising development of the Caml system. As such, he shall be responsible for approving contributions by third parties and Partners of the Caml system, and to propose their integration into the reference software in accordance with the provisions of articles 8.1.2 and 8.1.3 of this partnership Agreement.
- to study, analyse and make suggestions for development of the Caml system, and to study their feasibility.
- to prepare the provisional work programme and to present it to the Scientific Committee meetings.

However, the Technical Manager shall not take part in voting and shall not be considered as an additional representative in the Scientific Committee.

Article 5: Parties' rights and obligations

5.1 INRIA rights and obligations

5.1.1 INRIA shall endeavour to develop the Caml language in accordance with the Consortium's objectives.

5.1.2 INRIA shall endeavour to provide the technical and administrative co-ordination for the Consortium's actions. It shall particularly endeavour to group together on an Internet site the scientific contributions to the Caml system made by third parties or by the Partners, considered to be of general interest by the Technical Manager, and incorporated into the reference software in accordance with the provisions of articles 8.1.2 and 8.1.3 of this Agreement.

5.1.3 INRIA shall ensure monitoring of the financial participations and shall use them to advance the Consortium's objectives as defined by the Scientific Committee.

5.1.4 INRIA shall guarantee to the Partner that the other members of the Consortium have signed an agreement with INRIA under the same terms as this agreement.

5.2 The Partner's rights and obligations

5.2.1 If the Partner so wishes, it shall renew its financial participation on 1st January of each year, under the conditions set forth in article 3. Failing renewal, it shall be excluded from the Consortium.

5.2.2 The Partner undertakes to inform the Chairman of the Scientific Committee in writing of any change concerning the structure of its company during its participation in the Consortium and liable to have direct consequences on the Partner's discharge of its obligations pursuant to These Presents.

5.2.3 The Partner can propose seconding staff to research conducted by the Consortium.
In this situation, the Partner shall remain the sole employer of this staff, and as such, shall remain responsible for paying a salary and the relevant social contributions.
If the research must be carried out on a site belonging to INRIA, the Partners' staff should abide by the security regulations in force at INRIA which shall inform the Partners in advance.

5.2.4 If the Partner has subsidiaries, the rights and the privileges approved pursuant to These Presents shall be extended to all the subsidiaries in which it holds at least fifty percent (50%) of the voting shares directly or indirectly, or which are controlled by it (with the exception of the right to appoint a representative to the Scientific Committee).

5.2.5 In becoming a member of the Caml Consortium for a given year, as defined in article 10, the Partner obtains the right to use all versions of the reference software that have been publicly released before or during this particular year with a specific license available at the following address:
`http://caml.inria.fr/license/members/`.

5.2.6 No provision in this Agreement shall oblige the Partner to use the Caml language or any feature, specifications, version or application of the Caml language produced within the framework of the Consortium, or to refrain from using any other language.

Article 6: Confidential information

6.1 To be considered as confidential, the written information exchanged by the parties should bear a written mention indicating its confidential nature.

6.2 In order to be considered as confidential, verbal information should be put into writing within a period of fifteen (15) days after its disclosure. This written document must bear the mention indicating its confidential nature.

6.3 Exchanges of written or verbal information by the parties shall be presumed as non-exclusive and non-confidential, subject to application of the provisions of articles 6.1 and 6.2.

6.4 Any information considered as confidential pursuant to 6.1 and 6.2 shall not be disclosed without written agreement by the issuing party.

6.5 Shall not be considered as confidential information

- information fallen into the public domain following its communication on condition, in this latter case, that this was not the result of a breach of an obligation to confidentiality by the party with knowledge of the information;
- information which the receiving party can prove that it already knew prior to it being communicated, or that it developed independently;
- information which was communicated at a later date than the signing of These Presents by a third party and received in good faith by the party to which it was transmitted.

Article 7: Publications

The parties shall be encouraged to make public their participation in the Consortium the subject of this partnership Agreement and have the right to mention its existence, as well as the names of the other Partners in the Consortium.
Scientific publications relating to work by the Consortium are free subject to the provisions of article 6.
Scientific publications shall include any oral or written communication whatever the medium and context may be, intended for a particular public, the subject of which is the technical and scientific aspects of the work carried out within the framework of the Consortium.

Article 8: Intellectual property rights

8.1 Entitlement to intellectual property rights

8.1.1 Reference software

The reference software shall comprise all present and future versions of the Caml software to be developed by INRIA.
The reference software is the exclusive property of INRIA which provides a guarantee of its continuity to the Partner as well as against dispossession by third parties.

8.1.2 Consortium Results

The Consortium results shall comprise all improvements, new versions and modifications to the reference software, made by one or several Partners, decided, financed and monitored by the Partners pursuant to article 4.1.2 of this partnership Agreement.
The Consortium results can be incorporated into the reference software on proposal by the Technical Manager, by a decision taken by the Scientific Committee, in application of the procedure described in article 4.1.1 of this partnership Agreement.
The Consortium results incorporated into the reference software, shall comprise the collective works created on the initiative of INRIA which shall edit them, publish them and disclose them under its management and in its name. INRIA is therefore owner of the Consortium results incorporated into the reference software, in application of article L113-5 of the Intellectual Property Code.

The rights concerning the Consortium results which would not be termed collective works owing to their nature, should be transferred by the Partners concerned to INRIA to integrate them into the reference software and to ensure its continuity. This transfer shall be made in writing between the Partners concerned and INRIA.
The incorporation of the Consortium results in the reference software are of a final and irreversible nature. The reference software shall be circulated freely, subject to the terms of the license applicable to it being respected.
The Consortium results which shall not be incorporated into the reference software shall belong to the developers which produced them, subject to INRIA's rights to the reference software, and subject to the terms of the license under which this software is distributed being respected.

8.1.3 Results outside the partnership

Results outside the partnership shall comprise:

- all improvements, new versions and modifications to the reference software produced by a third party or third parties, i.e., any individual person or corporate body not having signed this partnership Agreement with INRIA.
- all improvements, new versions and modifications to the reference software produced by one or several Partners with their own funds and acting in their own interest, and outside the Consortium's objective.

The results outside the partnership comprising derived or composite work in the meaning of article L 113-2 paragraph two of the Intellectual Property Code, belongs to the developers which produced it, subject to INRIA's rights to the reference software, and subject to the terms of the license under which this software is distributed being respected.
Nevertheless, if the result outside the partnership has a general interest, the Technical Manager shall endeavour to approach the third party to propose incorporating its results into the reference software. After the Scientific Committee has taken a decision indicating that it wishes to see this result incorporated into the reference software, in accordance with the procedure described in article 4.1.1 of this partnership Agreement, INRIA shall endeavour to have the rights transferred to it bearing on this result outside the partnership.
Transfer of the rights concerning the results of third parties incorporated into the reference software shall be final and irreversible. The reference software shall be distributed freely, subject to the terms of the license applicable to it being respected.

8.2. Licenses for use, operation and distribution of the reference software to the Partners.

The reference software shall be distributed freely, it shall be particularly accessible at the following address: `http://caml.inria.fr`.

8.2.1 Public licenses

The procedures for use, operation and distribution of the reference software shall be covered by a specific license prior acceptance of which is a condition for access to its source code. The text of this license shall be particularly accessible at the following address: `http://caml.inria.fr/license/`.

8.2.2 Licenses specific to the Consortium members

The members of the Consortium have the right to use some versions of the reference software under a specific license, accessible at the following address: `http://caml.inria.fr/license/members/`. Their right to use this license is limited to versions of the reference software that have been released before the end of their membership. After termination of their membership, the members keep their right to use this license on the same versions of the reference software, but cannot use this license on newer versions.

Article 9: Liability

The two Parties to These Presents shall be held to an obligation of means.

Article 10: Duration and effective date

This Agreement shall come into effect from the date of its signature by the Partner. The undertaking in accordance with this Agreement shall be concluded for the current year, and it shall be renewed by tacit agreement every year on 1st January failing termination of this Agreement by the Partner by registered letter with acknowledgement of receipt before 1st December of the current year. A condition of this renewal is the payment of the financial participation by the Partner. Failing this, the Partner shall be excluded from the Consortium.

Article 11: Cancellation

Apart from non-renewal of the financial participation by the Partner to the Consortium under the terms covered by article 10, the Agreement shall be cancelled in the following cases:

11.1 In the case of breach of the obligations pursuant to this Agreement, by either of the parties, not rectified within a period of thirty (30) days from the registered letter with acknowledgement of receipt notifying the breaches, addressed by the other party, this latter may cancel this Agreement with full legal right, subject to damages which it may claim.

11.2 In the case of cancellation or termination of contractual relations between the parties for any reason whatsoever, the licenses granted pursuant to article 8 of this Agreement shall not be affected by the termination of this Agreement.

Article 12: Force majeure

12.1 Cases of force majeure and accidents shall be those normally acknowledged as such by precedents in the French Courts.

12.2 Initially, cases of force majeure shall suspend performance of this Agreement.

12.3 If the cases of force majeure last for more than three (3) months, this Agreement shall be cancelled by full legal right.

Article 13: Nature of the Consortium

Under no circumstances shall this partnership Agreement constitute a company, as *affectio societatis* does not exist.

Article 14: Entirety of the agreements

This Agreement, as well as the appendix to which reference is made, constitute the entirety of the agreements made between the parties with regard to its purpose.

Article 15: Independence of the clauses

If one or more clauses or provisions of this Agreement are held to be invalid or declared as such by application of a law, a regulation or a final decision by a relevant jurisdiction, the other clauses and provisions shall retain all their force and validity.

Article 16: Transfer

Under no circumstances shall this Agreement be totally or partially transferred, for payment or free of charge, except by prior written agreement by the parties to These Presents.

Article 17: Applicable law

This Agreement is drawn up in two versions, a French version and an English version . In all cases the French version shall be the authentic version.
This Agreement shall be subject to French law.

Article 18: Settlement of disputes

Any dispute which may arise from the interpretation or performance of this Agreement remaining unresolved by the parties for a period of thirty (30) days, shall be brought before the relevant court.

Drawn up at Rocquencourt, on .....
in two original copies

The Partner INRIA