

Membership Agreement for an Academic Partner to the Pharo Consortium

Between:

**INSTITUT NATIONAL DE LA RECHERCHE EN INFORMATIQUE ET EN
AUTOMATIQUE (Inria)**

A public technological and scientific research establishment, governed by the French national
decree n°85831 of August 2, 1985.
Domaine de Voluceau – Rocquencourt
BP 105
F-78153 LE CHESNAY

Represented by its President Antoine PETIT

Who has delegated his signature, for the purpose hereof, to the director of the research center
Inria Lille Nord-Europe, David Simplot-Ryl

Hereinafter designated as «Inria»

And:

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

Represented by
Hereinafter designated as «the Academic Partner»

Individually referred as the **Party** and jointly as the **Parties**.

WHEREAS:

The Inria “RMOD” team, a research team from Lille research center, has developed a
software platform named Pharo available under the open-source MIT license. The “RMOD”
team wants to create a community of users and contributors to this platform by letting
organizations join a consortium created for this purpose.

Some companies have already joined the consortium by signing a specific membership
agreement whereby they promote, participate to the development and give financial support to
the Pharo consortium.

The Academic Partner wishes also to take part in the Pharo Consortium to promote, sustain, and develop the software platform Pharo, to ensure its continuity.

The terms of this membership agreement cannot be subject to negotiation in order to ensure equal treatment between the different Academic Partners of the consortium.

THE FOLLOWING HAS BEEN AGREED:

Article 1: Definitions

For purposes of enforcement and interpretation of this Agreement, the following terms have the following meanings:

Partner (s): Business Company or other private entity which have subscribed to a specific Pharo membership agreement.

Academic Partner(s) or Member(s): a public and non-profit organization or institution being aimed at conducting research works or teaching activities.

Pharo Team: Inria “RMOD” team and all new and future Inria research team in charge of the development of Pharo.

Pharo: an open-source programming environment inspired by the “Smalltalk” language. This is an attractive platform to build and deploy software applications and tools. The release of this platform already contains many tools and applications.

MIT License: The MIT License is a free software license originating at the Massachusetts Institute of Technology (MIT). It is a permissive free software license, meaning that it permits reuse within proprietary software provided all copies of the licensed software include a copy of the MIT License terms.

Release: new versions of Pharo containing improvements, new tools, etc. managed by Pharo Team and published under the MIT License.

Agreement: the present membership agreement and its appendix.

Consortium: Community of users and contributors to the platform Pharo who have signed a membership agreement to participate in Pharo’s promotion and development according to specific conditions.

Pharo Consortium Website: A web site hosting the consortium. This website is available at the following address: <http://consortium.pharo.org>

All benefit and information will be posted on specific pages of this website reserved to Academic Partners.

The Academic Partner will receive by email a login and password to connect to this website.

Article 2: Purpose

This Agreement defines and organizes the terms and conditions of Academic Partner participation in the Pharo Consortium.

By signing this Agreement, the Academic Partner undertakes to participate in the Pharo Consortium, and to abide by all its rules, both organisational and operational, as defined by this Agreement.

The purpose of the Pharo Consortium is described in the presentation sheet appended to this Agreement (appendix 1).

Article 3: Membership

To be considered as an Academic Member of Pharo consortium, the Academic Partner must sign this agreement and meet the definition of an Academic Partner or Member as specified in Article 1.

If it does not meet this definition, it may join the Pharo consortium as a Partner by signing the membership agreement reserved for Partners.

Article 4 Benefits

By signature of the present Agreement, the Academic Partner shall have:

- Direct access to Pharo core developers via an automatic subscription to a specific mailing list that we will communicate to the Academic Partner.
- Access to Pharo documents and courses.
- Its logo posted on the Pharo Website Academic pages.
- The possibility to propose and participate in actions.

Article 5: Commitments

5.1 The Academic Partner Commitments

As member of the Pharo Consortium, the Academic Partner shall:

- Put a link to Pharo Consortium Website from its institutional website.
- When using Pharo to teach, create web pages with document courses related to Pharo.
- Provide Inria with an annual report of at most half a page of its actions to promote and sustain Pharo.

As member of the Pharo Consortium, the Academic Partner shall make its best efforts to:

- Give courses on Pharo or related topics to its students
- Participate to the development of open source software libraries in Pharo
- Participate to selected Pharo mailing lists : pharo-dev@lists.pharo.org and/or pharo-users@lists.pharo.org
- Participate in the authoring of open-source books on Pharo and related topics.

5.2 Inria commitments

5.2.1 Inria shall employ its best efforts to develop Pharo in accordance with the Consortium's objectives as described in appendix 1.

5.2.2 Inria shall lead the development of the Pharo Consortium Website (accessible to all Academic Partners and Partners).

5.2.3 Inria shall employ its best efforts to offer technical and administrative co-ordination for the Consortium's actions. It shall particularly work to include in the new release contributions to the Pharo platform made by third parties, Partner or by the Academic Partners.

5.2.4 Inria shall guarantee to the Academic Partner that all other Academic Members of the Consortium sign an agreement with Inria under the same terms as this Agreement.

Article 6 : Steering Committee

For governance of the Pharo Consortium, a steering committee has been set up with the representants of the Partners and Inria. The Academic Partner plays a consultative role. The Academic Partner may attend the meetings of the steering committee as a guest. The Academic Partner can propose ideas, suggestions and give its point of view on discussed topics. The responsibility for all formal decisions rests with Inria.

Inria's representative, as chairman of the Steering Committee shall organise at least one (1) meeting each year of the Steering Committee for which he or she shall set the agenda. This agenda will be send to the Academic Partners one week before the meeting.

By participating in this committee, the Academic Partner will be informed of the suggestions, orientations and priorities for the development of Pharo and obtain a report of Pharo activities.

Article 7 Confidential information

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

7.2 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.

7.3 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 7.1 and 7.2.

7.4 Any information considered as confidential pursuant to 7.1 and 7.2 shall not be disclosed to third party or published without written agreement of the Party, owner of this information.

7.5 Information shall not be considered confidential for which the receiving Party can prove:

- that the information was in the public domain at the time it was communicated; or

- that it later entered the public domain otherwise than by a failure to comply with the present obligation of confidentiality; or
- that the Party was in possession of the information prior to its being communicated; or
- that it received the information freely from a third party authorized to disclose it; or
- that it is legally required to communicate the information.

Article 8 Publications

The Academic Partners shall be encouraged to disclose to third parties their participation in the Consortium including the subject of this membership Agreement, and they have the right to mention its existence, as well as the names of the other Academic Partners and Partners in the Consortium.

The Parties are free to publish scientific works regarding activities undertaken under the Consortium subject to the provisions of article 7.

Article 9 : Intellectual Property rights

9.1. Background

The background concerned by this agreement is Pharo in its most current Release.

Pharo is released under the MIT open-source License and is available at the following address: <http://www.pharo.org>

9.2. License

The terms and conditions of use, exploitation, and distribution of Pharo by a third party are provided by the MIT open source License. Prior acceptance of these conditions is necessary to have access to the Pharo source code. The text of this license is accessible at the following address: <http://opensource.org/licenses/mit-license.php>

9.3. Consortium results

The Consortium results include all software development made for the Pharo release by one or more Academic Partners.

The Consortium results are incorporated into the last Release of Pharo

The Consortium results incorporated under the last Release remain the ownership of the Academic Partners who have produced them.

The Consortium results incorporated into Pharo can be edited, published, and disclosed by Inria. To this end, each Academic Partner allows Inria to edit, publish, and disseminate its results and contributions under the MIT License. This commitment will be officially recorded

by written agreement between the Academic Partner concerned and Inria according to the template attached to the present Agreement (see appendix 2).

The incorporation of Consortium results into Pharo is final and irreversible. The Pharo Release with improvements and results is available under the MIT License.

Article 10: Lack of exclusivity

No provision in this Agreement shall oblige the Academic Partner to use Pharo or any feature, specifications, version or application of Pharo produced within the framework of the Consortium, or to refrain from using any other platform with languages other than Pharo.

Article 11: Duration

The Agreement shall enter into effect from its date of signature by the Academic Partner for one year. It is tacitly renewed on each year failing termination of the Agreement by the Academic Partner or by Inria according to article 12.

Article 12: Termination

12.1. This Agreement shall be terminated by one of the Parties in the event of failure by the other Party to perform one or more of the obligations contained in the above provisions. This termination shall become effective only three (3) months after the plaintiff Party has sent a registered letter with acknowledgement of receipt describing the reasons for the complaint unless, within this period of time, the defaulting Party has met its obligations. Such termination does not prevent the defaulting Party from fulfilling its contractual obligations until the entry into force of such termination, subject to any losses possibly sustained by the plaintiff Party due such termination of the agreement.

12.2. The Academic Partner has the right to terminate this agreement at any time on prior notice sent by registered letter with acknowledgement of receipt to Inria two months before the desired termination date. At the effective date of termination the Academic Partner will no longer be consider as a Consortium member and will lose all membership benefits.

12.3. Inria has the right to terminate this agreement at any time on prior notice sent by registered letter with acknowledgement of receipt to the Academic Partner two months before the desired termination date.

Article 13: Notification

Any notification related to the implementation or interpretation of this Agreement shall be validly made if sent by registered letter with acknowledgment of receipt, by fax, or email with return receipt immediately confirmed by email in the last two cases to contact of the respective Parties listed below.

For Inria
Name: Stéphane Ducasse

Address: 40 avenue Halley, Villeneuve d'Ascq, FR-59650 France
Tel: +33 (0)3 59 35 87 52
Email: stephane.ducasse@inria.fr

For the Academic Partner

Name:

Address:

Tel:

Email:

Article 14: Nature of the Consortium

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

The Parties have only an obligation of means regarding the objectives of this Agreement.

Article 15: Entire agreement

This membership Agreement and its appendix constitute the entire agreement between the Academic Partner and Inria with respect to the Pharo Consortium, and replace all other agreements or representations, whether written or oral.

Article 16: Independence of the provisions

If one or more 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 provisions shall retain all their force and validity.

Article 17: Assignment of the agreement

This Agreement is concluded *intuitu personae*. It is personal, non-transferrable, and non-assignable.

In the event of merger, acquisition, transformation of the Academic Partner, transfer of activity to another entity, this agreement cannot be transferred without prior written consent from Inria.

Article 18: Governing law

This Agreement is governed by French law.

Article 19: 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, on
in two original copies

For The Academic Partner

For Inria

Appendix 1

Presentation of Pharo Consortium and its objectives

The goal of the consortium is to structure and build an umbrella organisation to foster business around Pharo and to promote Pharo.

There are several goals for the consortium.

Promote. The consortium will promote Pharo by supporting conferences, books, videos, exhibitions, and conference participation. It will improve Pharo visibility and support the expansion of its community.

Give direction to Pharo. The role of the consortium is also to help decide the future development of Pharo. The consortium will gather input from its Partner members from a business perspective.

Support the day-to-day development of Pharo. The consortium will collect funds. The consortium will structure the development of Pharo. It will pay for engineering tasks to be performed such as improving the virtual machine, network libraries, better JIT support or any other tasks decided by the Pharo Steering Committee.

Provide a solid, trustable visibility. The consortium should show that Pharo is a mature and relevant technology. The website will provide a virtual showrooms for Pharo success stories.

Provide support. The consortium will support a business ecosystem around Pharo. The consortium will offer some support to help its Partner members and their developments in Pharo.

Appendix 2

Agreement on Academic Partner contributions to Pharo SOFTWARE DISTRIBUTION AGREEMENT

This Distribution Agreement (“Agreement”) is entered into as of _____
(the “Effective Date”) by and between _____ (“Supplier”),
whose
address _____ is
_____ and Inria (“Distributor”).

Together,

Distributor and Supplier are referred to herein as the “Parties” and each individually as a “Party.”

The Parties agree that the Supplier wishes to contribute to the development of the open source software known as Pharo, which is currently supported by the Distributor. The Parties acknowledge that the Software in its entirety is a work containing source code contributions from several authors, and that the Supplier’s Code is only a small component part of the Software work as a whole.

When submitting a contribution, (the “Supplier’s Code”), the Parties agree that the Supplier retains all rights in and to the Supplier’s Code, aside from the rights expressly granted to Distributor in this Agreement.

When submitting the Supplier's Code to be integrated in Pharo, the Supplier hereby grants the Distributor a perpetual, irrevocable, non-exclusive, royalty-free, worldwide license to distribute the Software, and specifically the Supplier’s Code therein, to end users, subject to the license agreement commonly known as the “MIT License” which is provided at the following URL:

<<http://www.opensource.org/licenses/mit-license.php>>.

Should the Supplier not be willing for the Supplier's Code to be distributed in Pharo in the above cited conditions, the Supplier should then refrain from submitting it.

The Supplier acknowledges that it has the required rights to submit the Supplier's Code, to be integrated and distributed in Pharo according to the above cited conditions.

FOR SUPPLIER

Name
Date
Signature