inventeurs du monde numérique

Membership agreement
The PHARO Consortium

By and between:

L'Institut national de recherche en informatique et en automatique

French Scientific and Technological Public Institute (EPST), whose registered office is at Domaine de Voluceau - Rocquencourt - B.P. 105 - 78153 Le Chesnay Cedex, France.

Represented by Bruno SPORTISSE, acting on his capacity of Chairman and Chief Executive Officer, who has delegated his authority for the purposes of this document to François CUNY, Deputy CEO for Innovation.

Hereinafter designated as **Inria or the "Coordinator"**

On the one hand,

And:

Ivan Franko National University of Lviv

Located at 1, Universytetska str., Lviv, 79000 Ukraine
General Office
fax: +38 (032) 261-60-48, tel.: +38 (032) 239-43-25, e-mail: zag_kan@lnu.edu.ua

Represented by **Volodymyr Melnyk**, Rector
(Kukharskyy Vitaliy, Vice-Rector for Research, Teaching and IT-Development)

Hereinafter designated as **the Member**

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 MIT license. It wants to create a community of users and contributors to this platform by letting organizations join a consortium created for this purpose.

The Member, user of and/or contributor to PHARO, wishes to take part in the PHARO Consortium to promote, sustain, and develop the software platform PHARO, to ensure its continuity.

The Member's participation in the Consortium and its cooperation with Inria pursuant to the term of this agreement will advance Inria's research objectives in accordance with the needs of major users of PHARO.

The terms of this membership agreement cannot be subject to negotiation in order to ensure equal treatment between the different Members 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:

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 with the cooperation of the 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 this membership agreement to participate in PHARO's promotion and development according to the conditions below.

Support: On a member's request, and within the limits specified in Article 7, Inria provides consulting on PHARO, giving advice and recommendations to the Member to help implement a technical solution to a problem encountered regarding the integration of tools and applications in PHARO. In addition PHARO bugs will be considered without any obligation to fix them.

Specific Consulting or Development: On a Platinum or Gold member's written request to consortium-adm@pharo.org, and within the limits specified in Article 7, Inria provides specific consulting or development in connection with the Member business work with PHARO, giving advice and recommendations to the Member to help implement a technical solution to a problem encountered regarding its own software or to help for fixing a bug in its own software which can prevent proper use or generate dysfunction, failure when used with PHARO.

Year: Calendar year

PHARO Consortium Website: a web site hosting the consortium. This website is available at the following address: http://consortium.pharo.org
All training, offers and information will be posted on this website.
The Member will receive by email a login and password to connect to this website.

Article 2: Purpose

The purpose of this Agreement is to define and organize the terms and conditions of access by the Member to the PHARO Consortium.

By signing this Agreement, the Member 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).

The Agreement reflects the entirety of the Parties' consent on its purpose and cancels and replaces in their entirety any proposals or oral or written commitments (not including any confidentiality agreements signed between the Parties), previously exchanged between the Parties on the same subject. Any amendment to the Agreement will be written and signed by the Parties.

The Parties acknowledge that their mutual approach as described in this Agreement is not intended to form a company, legal person or other judicial entity whatsoever and that any intention to share in any profits and contribute to any losses are thus hereby formally excluded. The "affectio societatis" is strictly excluded.

Article 3: Membership levels

The PHARO consortium is composed of the following categories of members.

- Bronze members
- Silver members
- Gold members
- Platinum members
- Academic members

Only public and non-profit organizations or institutions aiming at conducting research works or teaching activities are eligible to the Academic membership level.

Bronze, Silver, Gold and Platinum membership levels are jointly referred to as Standard Membership levels. Members of the consortium at these membership levels are referred to a Standard Members.
Each Member shares mutual benefits and has also specific benefits depending on its membership level as described in Article 6 and Article 7 below.

For governance purposes, Inria shall be considered as a member of the consortium at Platinum level.

Article 4: Duration

This Agreement shall enter into effect from its date of signature by the Member. It is tacitly renewed each year unless terminated by the Member or by Inria as described in Article 13.

Article 5: Financial Terms

5.1 Annual Membership Fees

To be considered a member of PHARO consortium, the Member needs to pay Inria an annual fee for each Year. The fee depends on the membership level chosen. On January 1st 2018, the fee for each membership category is the following:

- Bronze members: 1 000 euros net of taxes (without VAT)
- Silver members: 2 000 euros net of taxes (without VAT)
- Gold members: 4 000 euros net of taxes (without VAT)
- Platinum members: from 8 000 euros net of taxes (without VAT)
- Academic members: no fee, but they must fulfil commitments as described in article 8.3.

Inria shall send to the Member an invoice corresponding to its annual fee according to provisions of this article. The first invoice (first Year) shall be sent by Inria to the Member after signature of this Agreement by both Parties.

5.2 Fee Revisions

The fees will be revised every year, on January 1st, to take into account changes in the cost of manpower. They will be revised using the index published by Syntec, a French organisation federating digital service compagnies. Syntec's index is a valid reference index as recognized by French authorities since 1974-03-11. The revision formula is $F_1 = F_0 * (S_1/ S_0)$, where F_1 is the revised fee, F_0 the initial fee as published in Appendix B, S_1 the last published index at the date the fee is revised and S_0 the index for the month of January 2018.

5.3 Partial Fees for New Members

If the Member joins during the course of the Year, the membership fee for that particular Year is to be calculated using the following rules:

- 100% of the annual fee for a Member joining between January 1st and June 30th
- 50% of the annual fee for a Member joining between July 1st and October 31st
- 15% of the annual fee for a Member joining between November 1st and December 31st

In this last case, the annual fee for the following year will be requested at the same time as the membership fee for the Year during which he joined the consortium. Therefore he will pay his membership fee for the next year before its amount is revised. Nor The Member, nor Inria will request compensation for the difference in membership fees for that year once the fees are revised.
This fee will be calculated by Inria. The starting point will be the date of signature of this Agreement by the Member.

5.4 Choice of membership level

On the signature page of this Agreement, the Member will make its choice of membership level by checking the box corresponding to the selected membership category.

5.5 Change in Membership level

The Member can change his membership level at any time, by sending a notification to Inria as defined in Article 14 by sending an updated signature page of this agreement to Inria, complete with his signature. Inria will then recalculate fees dues for the new membership level. If they are higher that the fees already paid, Inria will send a new invoice. If they are lower, Inria will not refund the Member for the current Year.

5.6 Payment conditions

Payments shall be made within thirty (30) days from the date of receipt of Inria's invoice.

Article 6: Common Benefits

By signature of the present Agreement and payment of the annual fees, a Member shall have:

- Direct access to PHARO core developers via an automatic subscription to a specific mailing list.
- The right to propose to the PHARO Technical Board (see Article 9.3) development priorities.
- The possibility to propose and participate in collaborative projects for the development of PHARO applications that are of interest to the Member.
- Access to PHARO documents and courses.

In addition to the benefits above, Standard Members shall have:

- Two days per Year of training provided by PHARO Team at special prices.
- For specific developments, the Member has access to a list of PHARO experts (other than staff of PHARO Team). Note that Inria will give only contact details. It shall not be held responsible for any troubles resulting from the use by the Member of expert's services.
- Its logo posted on most of the PHARO website pages.

All these benefits and offers will be accessible via the PHARO Consortium Website. The Member will subscribe to all these benefits on PHARO Consortium Website.

Article 7: Specific Benefits

7.1 Benefits by membership level

Depending on the membership category chosen, the Member has specific advantages reserved according to its status.

7.1.1 "Academic" member:

- Its logo posted on the PHARO Website Academic pages

7.1.2 "Bronze" member:

- one day per Year of Support;

- gets to nominate one (1) item for roadmap prioritization (see section 9.3 for an overview of the process).

7.1.3 "Silver" member:

- two days per Year of Support;
- ability to post job offers or other news related to PHARO on the PHARO Consortium Website;
- gets to nominate two (2) items for roadmap prioritization (see section 9.3 for an overview of the process).

7.1.4 "Gold" member :

- four days per Year of Support;
- ability to post job offers or other news related to PHARO on the PHARO Consortium Website, and have them relayed on the front page or by other means by the PHARO Technical Board;
- ability to request specific development or support contracts to Inria. ;
- Possibility to request that Inria takes up one trainee on PHARO topics that the Member wants to see developed in the consortium, provided internship fees are covered by the member in addition of the annual fee dues. Detailed condition are described in section 7.4;
- gets to nominate three (3) items for roadmap prioritization (see section 9.3 for an overview of the process).

7.1.5 "Platinum" member:

- ten days per Year of Support or of Specific Consulting or Development. These days can be divided by the Member, as it wants, to allow him to have both Support days and Specific Consulting or Development days. Additional days of the same type can be purchased by the Member as part of his annual fee, and declared as such on the signature page. For every 25% of the fee for a Platinum Member, it is entitled to get four additional days of Support or of Specific Consulting or Development.
- ability to request specific development or support contracts to Inria. ;
- ability to post job offers or other news related to PHARO on the PHARO Consortium Website, and have them relayed on the front page or by other means by the PHARO Technical Board;
- Possibility to request that Inria takes up to two trainees on PHARO topics that the Member wants to see developed in the consortium, provided internship fees are covered by the member in addition of the annual fee dues. Detailed condition are described in section 7.4;
- gets to nominate four (4) items for roadmap prioritization (see section 9.3 for an overview of the process).

7.2 Conditions for Support

Any unused Support day in a Year is lost without any possibility to transfer them on next Year.

If the Member joins during the course of the Year, the days of Support for that particular Year are to be calculated and defined by Inria on a pro rata basis according to the membership fees paid.

Outside of this Consortium, if Members want extra Support days, they have to make a written request to Inria and to the extent that is possible, a service provision contract will be established at Inria prices

7.3 Conditions for Support and/or Specific Consulting or Development (Platinum member only)

The Specific Consulting or Development performed by Inria for a « Gold or Platinum » member will be considered as "other results" according to article 12.4 of this Agreement. As such, the Member shall have ownership of them.
The Specific Consulting or Development performed by Inria for a « Gold or Platinum » member will be provided "as is", without warranty of any kind. Inria notably excludes all warranties, expressed or implied, relating to commercial or industrial use of these task results, their safety, their sufficiency, compatibility or fitness for the Member needs, absence of errors or defects. The Member shall in all cases be entirely and solely liable for the use to which it puts such results and consequently waives all recourse against Inria, in any capacity whatsoever of for any reason whatsoever due to the use of them.

Inria is allowed to subcontract to third parties, in particular to those employing members of the PHARO Team to fulfil its obligations.

Any unused Support and/or Specific Consulting or Development days in a Year are lost without any possibility to transfer them on next Year.

If the Member joins during the course of the Year, the days of Support and/or Specific Consulting or Development for that particular Year are to be calculated and defined by Inria on a pro rata basis according to the membership fees paid.

Outside of this Consortium, if Members want extra Support or Specific Consulting or Development days, they have to make a written request to Inria and to the extent that is possible, a service provision contract will be established at Inria prices.

7.4 Conditions for trainee (Gold and Platinum member only)

A Member can request that a trainee be hosted by Inria. Inria is allowed to delegate hosting of the trainees to the PHARO Team.
To benefit of this offer, the member has to sign a request made following the template attached to the present Agreement (see appendix 3) and send it to Inria following the notification rules described in Article 14.
This request shall specify the amount paid for the internship and the desired subject. The trainee will be chosen and supervised by Inria or the PHARO team, at their choice. The organization chosen to host the trainee will make its best effort to find and take a trainee in the Year but it will not be required to meet a certain deadline. The duration of the internship will be decided by Inria and will depend on the additional amount paid by the Member. In all cases, the trainee period may not exceed six (6) months.

Inria shall integrate the contributions of the trainee in the PHARO Release if it is considered ready by the Pharo technical board.

Article 8: Commitments

8.1 Inria commitments

8.1.1 Inria shall employ its best efforts to develop PHARO in accordance with the Consortium's objectives.

8.1.2 Inria shall lead the development of the PHARO Consortium Website (accessible to all Members). It shall post all necessary information to enable Members to subscribe to their mutual and specific benefits.

8.1.3 Inria shall employ its best efforts to provide the technical and administrative co-ordination for the Consortium's actions. It shall particularly work to group together on the PHARO Consortium website the scientific contributions to the PHARO platform made by third parties or by the Members that are considered to be of general interest by the General Assembly, and incorporated into the Release in accordance with the provisions of Article 12 of this Agreement.

8.1.4 Inria shall ensure monitoring of the financial fees and shall use them to bring forward the Consortium's objectives as defined by the General Assembly. In particular, it commits to recruit engineers for integration of the contributions to the PHARO Release.

8.1.5 Inria shall guarantee to the Member that the other members of the Consortium have signed an agreement with Inria under the same terms as this Agreement. Only addresses and contact information can be changed if necessary.

8.2 The Member's Commitments

8.2.1 The Member shall renew its financial fee each Year, under the conditions set forth in Article 5. Failing renewal, it shall be excluded from the Consortium according to article 13.1.

8.2.2 The Member undertakes to inform the chairman of the General Assembly 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 Member's execution of its obligations pursuant to this Agreement according to Article 14.

8.2.3 No provision in this Agreement shall oblige the Member 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.

8.2.4 The Member authorizes Inria to contract with third parties for work or services around PHARO, provided that revenues from these contracts are handled as any other revenue for the consortium, under the supervision of the General Assembly, and that the nature of the contract and its impact on PHARO development are also submitted for comments to the General Assembly.

8.3 Specific commitments for Academic Members

Academic Members must follow the following commitments to stay member.

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

As member of the PHARO Consortium, the Academic Member 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.

Article 9: Governance

9.1 General Assembly

A General Assembly shall be set up.

9.1.1 Composition of the General Assembly

Each Member shall appoint a representative to the General Assembly and a possible substitute. The Member shall reserve the right to appoint a new representative during the execution of the present membership Agreement, after having informed in writing the chairman of the General Assembly.

An Inria representative shall act as the chairman of the General Assembly.

On the date this membership Agreement comes into force, Inria's representative shall be Stéphane Ducasse.

In the event of a change, Inria shall appoint a successor and shall inform the other Members in writing.

The General Assembly secretariat services shall be provided by Inria.

9.1.2 Periodicity

The chairman shall organise at least one (1) meeting of the General Assembly each Year for which he shall set the agenda. This agenda will be send to the Members one week before the meeting. The General Assembly shall also meet if so requested by at least two (2) of the representatives who shall propose an agenda to the chairman.

The meetings will be remotely accessible, and representatives will be able to either vote in advance or to delegate their voting rights to another representative should they not be able to attend.

Meetings will be held regardless of the number of Member representatives present.

9.1.3 Role of the General Assembly

It is the governing body that oversees the consortium's activities. It

- Reviews the state of the PHARO ecosystem and community.
- Recommends technical and nontechnical actions to further develop PHARO.
    - Proposes items for the roadmap to the technical board.
- Reviews the financial situation of the consortium:

  - Approves consortium expenses for salaries, events (meetings, conferences, …) and outsourced developments.
  - Reviews the impacts of specific contracts on the revenues and work program of the consortium.
- Sets work priorities for the different items on the development roadmap from a list curated by the Technical Board.
- Reviews the contributions to PHARO made by personnel employed by Inria to work for the consortium.
- Elects a representative of Standard Members to assist the chairman in day to day operations.
- Approve modifications to the rules governing the PHARO consortium. If they imply changes in this membership agreement, new rules can only enter into effect once this agreement is updated or replaces following provisions of article 13.4

9.1.4 Decision process

Decisions of the General Assembly shall be approved by a majority of votes of Standard Members present or represented, except for roadmap prioritization. Only Standard members get to vote. Roadmap prioritization is decided according to the process described in article 9.3

An Academic Member plays a consultative role. His representative may attend the meetings of the General Assembly as a guest. He can propose ideas, suggestions and give his point of view on discussed topics. By attending the meetings, an Academic Member will be informed of the suggestions, orientations and priorities for the development of PHARO and obtain a report of PHARO activities.

Any decision of the General Assembly may be taken in accordance with the above in meetings via teleconference or other means.

9.1.5 Executive Committee

The chairman is assisted by a deputy elected by the General Assembly and by a representative of Inria to form an executive committee. The executive committee is responsible for representing the General Assembly for any day to day matter requiring timely action. It ensures the consortium can react promptly to any unforeseen event or solicitation for the best interest of its members and conduct negotiations on its behalf. The chairman will report on the activities of the executive committee in a timely manner to the General Assembly, that is the authoritative decision making body unless it has delegated its authority for specific actions.

9.2 Technical Board

A committee that oversees the development of the PHARO software shall be set up.

9.2.1 Composition

It will be composed of 7 members.

- 3 members chosen by the PHARO team
- 2 members chosen by Inria among the personnel employed for PHARO
- 2 members elected by the General Assembly. To ensure smooth operations of the technical board, only people who have shown positive contributions to PHARO can be

elected. Their contributions are therefore evaluated by the technical board members chosen by the PHARO team and Inria who must approve any candidate before the election by the General Assembly takes place.

Technical Board members serve a one (1) year term (renewable).

9.2.2 Periodicity

This technical board meets as often as necessary, and not less than three (3) times a year. The meetings will be remotely accessible.

9.2.3 Role

The technical board shall:

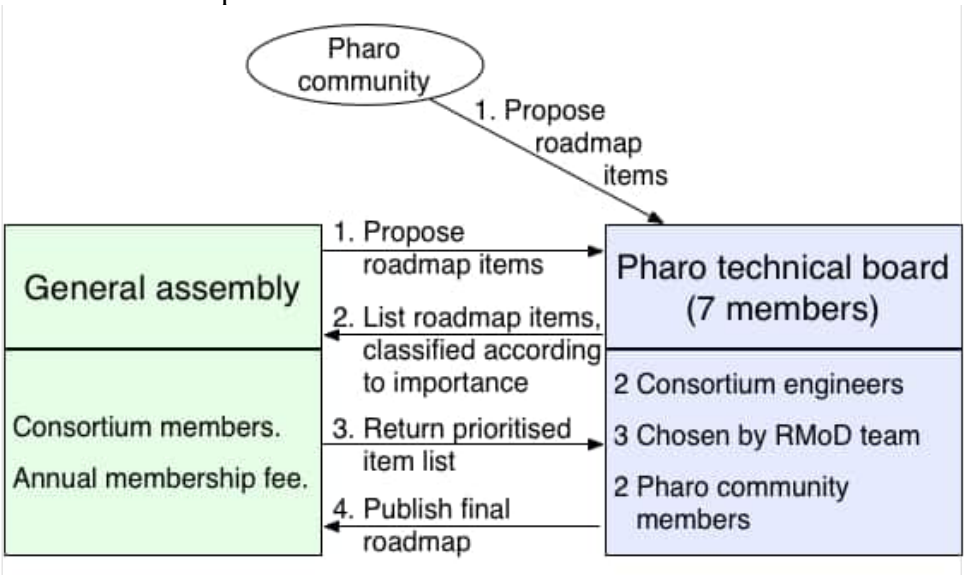
- Evaluates requests for changes or features.
- Builds a roadmap for the development of PHARO:
  - Identifying dependencies between features
  - Keeping track of backlog and postponed developments
- Oversees the day to day development and issue handling of PHARO. As such, it shall be responsible to integrate contributions to PHARO from third parties and Members, and to report to the General Assembly their integration in the PHARO release.
- Oversees release management.
- Gets a say on the technical content of contracts around PHARO signed by Inria on behalf of the consortium.

9.2.4 Decision process

Decisions of the Technical Board shall be approved by a majority of votes of members present or represented, except for roadmap prioritization. Roadmap prioritization is decided according to the process described in article 9.3

9.3 Interactions between the General Assembly and the Technical Board to build PHARO's Roadmap

PHARO's roadmap is built as illustrated here:



1. The community and the General Assembly propose items for the roadmap.

2. The technical board reviews the proposals, estimating the effort they require before completion and any dependencies. It builds a roadmap, classifying items in the following categories: required, important and possible. The sum of work classified as required should not require more than 50% of available manpower for completion.

3. Standard Members of the General Assembly members get to nominate items on the roadmap. The number of nominations a member can make depends on his membership level. If a member is allowed more than one nomination, he can nominate the same item multiple times. To ensure the best interests of all parties, nominations can be changed during discussions on the roadmap during the General Assembly.

4. The final roadmap is built by the technical board from the required items and those with the most nominations.

Article 10: Confidential information

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

10.2 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.

10.3 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 10.1 and 10.2.

10.4 Any information considered as confidential pursuant to 10.1 and 10.2 shall not be disclosed to third party or published without written agreement of the Party owner of this information.

10.5 Are not considered confidential the information 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 11: Publications

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

The Parties are free to make scientific publications regarding work undertaken under the Consortium subject to the provisions of Article 10.

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 12: Intellectual Property rights

12.1 Background

The background concerned by this agreement is PHARO in its latest Release.

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

12.2 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

12.3 Consortium results

The Consortium results include all improvements, new versions, and changes made by one or more Members, decided, funded, and monitored by the Parties under Article 9 of this Membership Agreement.

The Consortium results are incorporated into the latest Release of PHARO under the responsibility of the Technical Board, as described in 9.2.3 of this Membership Agreement.

The Consortium results incorporated under the latest Release remain the ownership of the Members who have generated them. In particular, Consortium results generated by Inria personnel working for the PHARO consortium remain the ownership of Inria. However as expressed below all the results will be published under the MIT license.

The Consortium results incorporated into PHARO shall be edited, published, and disclosed by Inria via the Technical Board.

To this end, each Member 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 Member 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.

12.4 Other results

Results obtained outside of the Consortium are:

- All improvements, new versions, and changes to PHARO performed by a third party or third parties (i.e., any individual person or corporate body) who have not signed this membership Agreement with Inria.
- All improvements, new versions, and changes to PHARO performed by one or more Members outside the Consortium's objectives and therefore not contained in the Release.

These results outside the consortium comprising derived or composite works in the meaning of Article L 113-2 paragraph two of the Intellectual Property Code, belong to third parties and Members who developed them. Such third parties or Members are free to use these results as they wish (to incorporate them in other software, etc.) and these results can be disseminated under the license of their choice.

Nevertheless, if third party results have a general interest, the Technical Board shall employ its best efforts to approach the third party to propose incorporating its results into the PHARO Release, in accordance with the procedure described in article 7 of this Membership Agreement.

Incorporation of Consortium results into PHARO is final and irreversible. The PHARO Release with improvements and results from third parties is available under MIT License.

Article 13: Termination

13.1 Fees not paid

In the case of non-renewal of the financial fee by the Member to the Consortium under the terms covered by Article 5, the Agreement shall be terminated by Inria under the conditions described in article 13.2 below.

13.2 Failure of one of the parties

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, as per the date of reception by the defaulting party, 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.

13.3 Termination by the member

The Member 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, as per the date of reception by the Coordinator. All sums already paid to Inria are not refundable. At the effective date of termination the Member will no longer be consider as a Consortium member and will lose all membership benefits.

13.4 Termination following update of the membership agreement

If the General Assembly decides to update the rules governing the PHARO consortium, Inria will implement these changes by sending a contract amendment or a new membership

agreement to all parties by registered letter with acknowledgement of receipt. This agreement will then be terminated at the earliest of the following dates

- End of the Year the notification was received by the Member
- Date at which the proposed contract amendment or proposed new membership agreement was signed by the Member.

13.5 Termination by Inria

Inria has the right to terminate this agreement at the end of each Year on prior notice sent by registered letter with acknowledgement of receipt to all Members two months before the end of the concerned Year, as per the date of reception by the Coordinator. All sums already paid to Inria are not refundable.

13.6 Termination due to lack of resources

As an exception to 13.5, Inria has the right to terminate this agreement at the end of each Year on prior notice sent by registered letter with acknowledgement of receipt to all Members one month before the end of the concerned Year, as per the date of reception by the Coordinator, if the expected revenues for the next Year are insufficient to cover the expected expenses as approved by the General Assembly.

Article 14: Notification

Any notification related to the implementation or interpretation of this Agreement shall be validly made if sent either

- by registered letter with acknowledgment of receipt, or
- by email provided the receiving party confirms receipt by email less than one week after notification was sent.

The contact information to use for notification is listed below:

14.1 Inria contact information

Inria
Direction générale déléguée à l'innovation
INRIASOFT
Domaine de Voluceau
Rocquencourt
BP 105
78153 LE CHESNAY, France
Email: consortium-adm@pharo.org

14.2 Member contact information

Name: Serhiy Yaroshko
Address: Programming Department, 1, Universytetska str., Lviv, 79000 Ukraine
Tel: +380972180506
Email: serhiy.yaroshko@lnu.edu.ua

Article 15: Nature of the Consortium.

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

Article 16: Entire agreement

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

Article 17: 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 18: 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 Member, transfer of activity to another entity, this agreement cannot be transferred without prior written consent from Inria.

Article 19: Governing law

This Agreement is governed by French law.

Article 20: 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.

Membership form

- ☑ I have updated the preamble with my organization's formal name and address
- ☑ I have updated section 14.2 with contact information for any formal notification regarding this membership agreement.
- ❑ I have chosen my membership level hereafter
  - ☑ **"Academic" Member**
  - ❑ "Bronze" Member
  - ❑ "Silver" Member
  - ❑ "Gold" Member
  - ❑ "Platinum" Member
    - ❑ I wish to pay more than the minimal fee for this membership level, for a total membership fee of _____€
    - ❑ Additional 4 days of Support or of Specific Consulting or Development support days purchased: _____

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

For The Member

For Inria