

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is entered into by and between

_____, represented by

_____ having an address at

("Candidate Member") and ObjectWeb Consortium represented by Institut National de Recherche en Informatique et en Automatique (INRIA) Public Establishment of Science and Technology governed under the French decree n° 85-831 dated 2 August 1985, having its registered headquarters at Domaine de Voluceau Rocquencourt BP 105, 78153 Le Chesnay Cedex France, Represented by its Chairman and CEO, Michel COSNARD, ("ObjectWeb").

Individually referred to as a Party or collectively to as "Parties".

Preamble

ObjectWeb is an open-source software community ruled by a consortium founded in 2002 which goal is the development of open-source distributed middleware, in the form of flexible and adaptable components.

In 2006, the consortium founders of ObjectWeb (Bull, France Telecom R&D and INRIA) are willing to re-invent this initiative into the form of an international non-profit association backed to the French Law. The objective is to develop industry grade open source middleware, to nurture the associated code base, to foster cooperation among its members, and to help foster a vibrant eco-system for the exploitation of its middleware code base. The new organization is currently code-named ObjectWeb V2 and is planned to be formally launched during the second half of 2006.

ObjectWeb is open to all kinds of organizations and corporations, large and small, for-profit and not-for-profit, and individual members which want to promote and to improve the ecosystem for an open source middleware platform.

Purpose

The purpose of this MoU is to demonstrate the mutual interest of each Party to collaborate to set up ObjectWeb V2 and to define general principles applicable to the future structure. The Candidate Member is interested in being considered as a possible cofounder and Strategic Member of the new association. Both Parties agree to work towards the settlement of the new association. General principles are detailed in the appendix which is part of the present MoU.

Collaboration framework

By entering in this MoU, the Candidate Member declares that it is interested in being a cofounder and Strategic Member of the new association.

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Cofounders of ObjectWeb V2 are those members who are willing to engage in tangible efforts to help launch ObjectWeb V2 including: help to finalize bylaws, help to define project and initiative management processes, help with start-up legal matters, help with initial logistic issues, help with marketing activities and signature of all relevant documents.

Schedule of Discussions

Upon execution of this MoU, each Party will designate a primary point of contact who shall be responsible for the implementation of this MoU. The points of contact will collaborate to promote coordination, identify funding opportunities, and assist in the definition and execution of agreed upon tasks.

The Parties intend to sign a Definitive Association Membership Agreement when the ObjectWeb V2 by-laws and any other relevant document are completed and agreed upon. Such signature will take place within thirty (30) days of acceptance by ObjectWeb's Board of Directors of the bylaws finalized by the cofounders of ObjectWeb V2.

Non Binding Nature

This document represents the intentions of the Parties, made in good faith, to collaborate. Each Party hereto understands and agrees that nothing contained in this MoU is intended to constitute a legal binding obligation. All provisions and terms of this document are subject to contract.

Miscellaneous

Modification: This MoU and its appendix can be modified only by means of a written amendment signed by both Parties.

Effective Date: Parties agree that the terms outlined in this MoU will become effective when it is signed by both Parties.

Termination: This MoU can be terminated at any time for any reason, with no penalty, by either ObjectWeb or the Candidate Member providing to the other Party written notice of such termination. It will be terminated at the latest on December 31, 2006 or by the Candidate Member joining the new association as cofounder and Strategic Member.

Signed in _____, on _____, in two original sets in English. Both of which shall constitute one and the same instrument. The undersigned hereby execute this Memorandum of Understanding on behalf of the Parties.

Organization name:	INRIA for ObjectWeb
Signature:	Signature:
Name: _____	Name: _____
Title: _____	Title: _____

Appendix to the Memorandum of Understanding

Excerpts from the first and non-finalized draft of the OBJECTWEB V2 ASSOCIATION bylaws dated April 06. Paragraph numbering is provisional and for the sole purpose of this appendix.

A) PURPOSE

The purpose of the Association is to develop industry grade open source middleware, to nurture the associated code base, to foster cooperation among its members, and to help foster a vibrant eco-system for the exploitation of its middleware code base.

This purpose can be pursued by all means. More specifically, this purpose is pursued through collaborative efforts carried out by the Association and its members in order to contribute to the creation of a set of collective works including, without being limited to works of authorship and physical artifacts.

B) CLASSES OF MEMBERSHIP

There shall be three (3) classes of membership in the Association:

- Strategic Members
- Corporate Members
- Individual Members

Membership comes into effect only after signature of the Membership Agreement and upon payment of the membership fee, if any.

Strategic Members: Strategic Members are legal entities who stand out to provide significant resources to support the Association. Strategic Members commit to remain members for a minimum of three (3) consecutive years. Strategic Members shall be entities that meet the requirements of a Strategic Member as set forth in the then current Association Membership Agreement, under the heading “Strategic Members”.

Corporate Members: Corporate Members join the Association for a one-year period but not as a Strategic Member. They are legal entities, who, for their own reasons, chose to provide a limited yearly commitment to the organization. Corporate Members shall be entities that meet the requirements of an Corporate Member as set forth in the then current Association Membership Agreement, under the heading “Corporate Members”.

Individual Members: Individual Members They are individuals such as free-lancers, students and technology enthusiasts. Individual Members shall be entities that meet the requirements of an Individual Member as set forth in the then current Association Membership Agreement, under the heading “Individual Members”.

C) FOR-PROFIT OR NON-PROFIT STATUS

The status of Non-Profit Organization is defined as a legally organized not-for-profit entity such as, but not limited to, an “Association Loi de 1901 à but non lucratif” in France or a “501(c)(3)” corporation in the USA that is not effectively controlled by a commercial interest. The status of Non-profit Organization is ascertained by the Management Organization. All organizations failing to comply with the foregoing criteria shall be deemed For-Profit.

Members agree to inform and to forward the Chairman of the Board of Directors of any legal publication pertaining to any statutory amendments that may be reached during its participation in the Association.

D) ASSOCIATE ORGANIZATIONS

The Board of Directors may establish one or more classes of individuals or entities associated with the Corporation. Such individuals or entities shall be referred to as “Associates”, or “Associate Organizations”. Associate Members are entities, such as standards organizations, research institutions, academic institutions, open source organizations, publishing organizations and other organization types, that is not eligible or desirous of membership in any category but that wishes to support the aims and objectives of the Association. Associate Organizations are accepted by the Board of Directors in its sole and absolute discretion. Associate Organizations are not bound by the terms of these Bylaws or by the Association Internal Policy. Separate agreements may be set up between the Association and Associate Organizations.

E) COMPOSITION OF THE BOARD OF DIRECTORS

Members of the Board of Directors shall be appointed or elected, as applicable, in the following manner:

Strategic Members: Each Strategic Member shall appoint one (1) representative to the Board of Directors, provided, that, such representative must be an employee, officer, director, or consultant of the nominating Strategic Member in order to be eligible to serve as a director of the Association. Upon the termination of the membership of a Strategic Member, any Director nominated by such Strategic Member shall be removed from the Board of Directors immediately therewith.

Corporate Members: Corporate Members, as a class, are entitled to as many seats on the Board of Directors as there are Strategic Members in the Association, provided, that, such representatives must be employees, officers, directors, or consultants of Corporate Members. Such Corporate Member Director seats shall be filled via annual at-large elections by the Corporate Members. Upon the termination of the membership of an Corporate Member, any Director employed by such Strategic Member shall be removed from the Board of Directors immediately therewith.

Individual Members: Individual Members, as a class, are entitled to one (1) seat on the Board (and such representative shall represent the entire class), provided that such representative must be an Individual Member of the Association. Such Individual Member Director seat shall be filled via annual at-large elections by the Individual Members.

F) OFFICERS

The officers of the Association shall initially consist of: i) a Chairperson of the Board, ii) a Chief Executive Officer and such other officers as the Board of Directors may deem necessary to appoint, each of whom shall be elected every year by the Board of Directors.

G) MANAGEMENT OFFICE

The Management Office is a permanent team of professional executives placed under the responsibility of the Chief Executive Officer. The role of the Management Office is to perform all actions that contribute to the successful operation of the Association in line with the objectives and processes stated in the Bylaws and Internal Policy; to the sustainability of the Association and of its Activities; to the dissemination and adoption of its projects and collective works of authorship; and to the promotion of the values carried by the Association. Under the management of the Chief Executive Officer, the Management Office responsibilities shall include: (i) implementing the directions established by the Board of Directors, (ii) managing the Association on a day-to-day basis including managing the physical and online facilities placed under the Association’s responsibility, (iii) establishing an Operations Council, (iv) establishing a Technology Council, (v) establishing an Ecosystem Development Council, (vi) interacting with the Membership at Large, including registration of new Members and termination of memberships, and the management of members contributions to the Association, (vii) conducting the Association marketing and communication actions including management of brands and trademarks,

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evangelism, promotion, public relations and industry events, (viii) liaising with third parties and partners including other open source organizations, academic and research community, industrial partners, standardization organizations, public and governmental agencies,

H) COUNCILS

Three councils shall be established in order to assist and provide guidance to the Management Office: an Operations Council, a Technology Council and an Ecosystem Council.

Overall structure: Each Council shall be governed by its own Charter. Each Council shall be comprised of Members' representatives appointed in the following manner: (i) Strategic Members have the obligation to appoint one (1) representative to the Ecosystem Council, (ii) Corporate Members are entitled (no obligation) to appoint one (1) representative. Each Council shall be chaired by a person elected for one (1) year by the Council's members. The day to day operations of each Council shall be managed by a member appointed by the Executive Management Office.

Operations Council: The Executive Management Office shall establish an Operations Council and manage the definition process of this Council's Charter. The Operations Council is responsible for finance and book-keeping supervision, for audit of operations and for providing legal guidance and resources. The Operations Council shall be managed by the Chief Executive Officer.

Technology Council: The Executive Management Office shall establish a Technology Council and manage the definition process of this Council's Charter. The Technology Council is responsible for building the overall technical architecture, including defining technical guidelines, for providing technology validation, for making project lifecycle decisions, for monitoring production and overall projects consistency. The Technology Council also defines the organization's architecture vision, it validates the founding charters of Initiatives and Projects and it approves reuse of non-ObjectWeb code into Initiatives and Projects. The Technology Council shall be comprised of Members' representative appointed in the following manner: Strategic Members have the obligation to appoint one (1) representative to the Ecosystem Council whereas Corporate Members are entitled to appoint one (1) representative. The Technology Council shall be managed by the Chief Architect.

Ecosystem Council: The Executive Management Office shall establish and Ecosystem Council and manage the definition process of this Council's Charter. The Ecosystem Council is responsible for providing suggestions regarding new Initiatives and new Projects, new members, for helping the Association keep current with market and technology trends, for providing PR and marketing and communication guidance, for monitoring brand building efforts, for ensuring message consistency and for supervising the ObjectWeb conference. The Ecosystem Council shall be chaired by a person elected by the Council's members and managed by a member of the Executive Management Office appointed by the Chief Executive Officer.

I) COLLABORATIVE ACTIVITIES

Collaborative Activities ("Activities") are actions undertaken and jointly performed by one or several Members in the framework of the Association operations and pursuant to the Association purposes. Activities shall comprise, without being limited to, the following categories:

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Projects: the Association's activities for software development are organized into Projects. A project regroups development actions corresponding to one or more technical components, or the integration of different technical components in order to build a platform.

Initiatives: an Initiative is a collaborative program undertaken to promote a set of technologies from the Association and bring them to the mainstream market. Initiatives shall be used by the Association to make open source middleware widely used in targeted sectors of activity.

Local Chapters: Local Chapters are activities carried out to contribute to the sustainable development of business ecosystems at a regional scale, in a business neutral way. They represent the Association at a regional level under supervision of the Management Organization.