



## VidjilNet Consortium - Membership Agreement Contract

### Between

#### The Inria Foundation

Fondation Inria is a *fondation partenariale* under the laws of France. Its creation was authorized on February 6th, 2017 by the *recteur de l'académie de Versailles*, as published by the official bulletin of the French ministry for education, higher education and research on March 30th, 2017, having its registered office at:

Domaine de Voluceau - Rocquencourt BP 105  
78153 Le Chesnay Cedex - France

Represented by its President, **Bruno Sportisse**, and its Director, **Michel Mauny**.

Referred hereinafter as the « **Inria Foundation** ».

### AND

\_\_\_\_\_  
Located at

\_\_\_\_\_  
Represented by

\_\_\_\_\_  
Referred hereinafter as the « **Member** »,

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

### Preamble

The Vidjil software is a platform to analyze DNA sequences from lymphocytes sequenced by High-Throughput Sequencing. The Vidjil-algo component gathers reads into clones according to their V(D)J recombinations. The web platform allows interactions with sets of clones. The software allows to describe the immune repertoire in a quantitative and qualitative way. Vidjil is distributed under open-source licence GPLv3+, and uses some libraries released under other open-source licences.

The Inria Foundation, with its InriaSoft action, helps to gather fundings to improve the support and the development of Vidjil. The Inria Foundation provides management of a Consortium, hereinafter referred as **Consortium** or **VidjilNet Consortium**. This Membership Agreement describes the organization of the Consortium.

The Inria Foundation can also receive donations for VidjilNet, that will be managed by the VidjilNet governing bodies.

#### **THE PARTIES THUS AGREE AS FOLLOWS:**

#### **Preliminary Article, Definitions**

For the purposes of this Agreement, the terms listed below, when they start with a capital letter, will have the following meaning unless the context clearly indicates a different meaning:

- **Members** : Set of entities having signed with the Inria Foundation a contract with the same terms as this contract.
- **Agreement** : The present Agreement, its appendices and possible amendments
- **Date of Entry into Force** : The date when the Agreements becomes effective. It is the latest date between the date of signature of the Agreement by the Member and the date of signature of the Agreement by the Inria Foundation.
- **Yearly Membership Term**: Its beginning is set at January 1 of each calendar year and opens for a full year. A full year of membership therefore corresponds to the period between the 1st January of one year and December 31 of the same year.
- **Confidential Information** : Any information exchanged between the Parties, regardless of its support (physical or electronic) or form. To be considered as confidential, written information exchanged by the Parties should bear a written mention indicating its confidential nature. To be considered as confidential, verbal information should be put into writing within a period of thirty (30) days after its disclosure, and this written information must bear the mention indicating its confidential nature.
- **Contribution** : the fee due by each Member for its Membership.
- **Vidjil Software** : Software downloadable from <http://www.vidjil.org/>, including the Vidjil web platform and the analysis component named Vidjil-algo.
- The **Vidjil Developers** or **Developers** are the people allowed to modify the reference code base of Vidjil. At the start of the Consortium, the Developers are M. Giraud, M. Salson, R. Herbert, and F. Thonier.

#### **Article 1 : Agreement Object**

This Agreement defines how a Member joins the VidjilNet consortium.

To ensure equity between all Members of the Consortium, Parties agree that the present agreement can not be negotiated.

Only competent bodies can make this agreement evolve, excepted on contact information and signatory names.

## Article 2 : Objectives and Goals of the VidjilNet Consortium

The Consortium has several goals:

- **provide long-term support to the open-source development** of the Vidjil web platform, while maintaining and making evolve the underlying component Vidjil-algo, as possibly other software for studying immunological repertoires, adapting to the Members' needs,
- **provide bioinformatics support and service** to Members for these software, in a clinical or research goal in hematology or immunology.

The Consortium sets these goals in a *quality process* both on software development and on relationship with its members. The Consortium also sets these goals in a *ethics process* on numerical processing of personal health data as in a reflexion on sharing information with patients.

## Article 3 : Members categories

The VidjilNet Consortium gathers Members with the following membership levels:

- Grouped or Support Membership
- Standard Membership
- Minimal Membership

The Article 7.2 defines rights according to each membership level.

## Article 4: Duration

This Agreement takes effect at the Date of Entry into Force, as defined above. Its fixed duration corresponds to the time elapsed between the Date of Entry into Force until the end the Yearly Membership Term. This duration will be specified in the signing page.

## Article 5 : Financial conditions - Terms of payment

### 5.1 Fees

On 1st January 2018, the Membership fees are as follows:

- 3 000€ (before VAT) per year for Minimal Membership
- 10 000€ (before VAT) per year for Standard Membership
- 25 000€ (before VAT) per year for Grouped or Support Membership

## 5.2 Fee revision

The fees will be revised every 3 years, at the end of Yearly Membership Term, according to formula  $P1 = P0 * S1/S0$

- P1 : revised fee
- P0 : fee on 1st January 2018 as defined in Article 5.1
- S0 : SYNTEC index on 1st January 2018 (266,6)
- S1 : SYNTEC index published at revision date

## 5.3 Membership during the year

The amount of the first Fee, the one due for the period between the Date of Entry into Force and the end of the Yearly Membership Term, shall be calculated as follows (with a “term to maturity” payment)

- 100% of the yearly fee for memberships between January 1st and June 30th.
- 50% of the yearly fee for memberships between July 1st and October 31st
- 5% of the yearly fee for memberships between November 1st and December 31st

In this latter case, the new member will be asked the fee for the following year at the same time as this first fee, and, by exception to the Article 4, the Agreement takes effect until the end of the next Yearly Membership Term. The duration will be specified in the signing page.

As a result, the new member may pay his or her fee before the fee revision. Neither the member nor the Inria Foundation will request a financial compensation to take into account the fee revision once it is set.

## 5.4 Choice of Membership Level

The member will make their choices when signing the Contract, within article 20 by ticking the box(es) corresponding to the chosen membership category.

The member may change their membership during the Yearly Membership Term. The member will make their new choice by sending a new signed version of the signature page of this Agreement where the member will tick the box(es) corresponding to the membership category(ies) that will now apply. The Inria Foundation will calculate the amount due for the chosen membership category(ies) that apply as a result of the change in accordance with the terms of Article 5.3. If this amount is less than the amount already paid, no refund will be made. If this amount is higher than the amount already paid for the former membership category(ies), the Member will be asked to pay the difference.

## 5.5 Payment Terms

The payment of the Member Fee will be made at one time, in due time, by wire transfer within sixty (60) days after submission of the invoice issued by the Inria Foundation to the Member. When applicable, the amount due by the Member will be increased by the VAT rate in force on the date of invoice.

The Inria Foundation will send to the Member an invoice to the following address (*to be completed by the Member*):

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In the event of default of payment within the given period, the Inria Foundation may automatically terminate this Membership, in accordance with Article 11.1.

## **Article 6 : Consortium Organization**

The Consortium has three Committees: the General Assembly, the Executive Committee and the Scientific and Technical Committee.

The Inria Foundation will organize a first meeting of these committees no later than 2 months after the membership of the fifth member, and no later than the last quarter of 2018.

### **6.1 General Assembly**

#### **6.1.1 Composition**

The General Assembly is composed of representatives of Members, and, by application of Article 7.1, of beneficiaries of a Service Contract contracted with the Inria Foundation.

Each Member or Beneficiary shall appoint a representative to the General Assembly of the Consortium when he signed the Membership Agreement. The Member shall reserve the right to appoint a new representative during the execution of the present Agreement, after having informed the Inria Foundation in writing.

Each Member or Beneficiary can appoint a surrogate representative who can participate to all General Assembly meetings. The surrogate representative can vote only when the main representative is not present.

An absent member may also be represented by another member. It signs for this purpose a proxy, transmitted to the Inria Foundation.

#### **6.1.2 Role**

The General Assembly

- elects 3 representatives from Members that will take part in the Executive Committee,
- elects 3 representatives from Members that will take part in the Scientific and Technical Committee,
- examines all submitted question relative to the functioning or the organization of the Consortium.

#### **6.1.3 Meetings, votes and secretariat**

The General Assembly meets each time there is the need to renew the Member representatives for the Committees. It also meets by convocation of the Inria Foundation, \*which provides all secretarial functions for the meeting. It can also be convoked by the Inria Foundation upon request from at least two Members' representatives.

The meeting can take place using electronic media. The convocation will be sent at least 14 days before the meeting, and can be transmitted using electronic media. The agenda and supporting documents will be sent at least 7 days before the meeting.

Decisions of the General Assembly shall be approved by a majority of votes of Members present or represented. Each Member gets a number of votes depending on their Membership level:

- 4 votes for a Grouped or Support Membership,
- 2 votes for a Standard Membership,
- 1 vote for a Minimal Membership.

## 6.2 The Executive Committee

### 6.2.1 Composition

The Executive Committee is composed of the following voting members:

- 3 representatives from Members,
- 3 representatives from Developers of the Vidjil Software,
- 1 representative from Inria Foundation.

Subject to membership to the Consortium, each of the co-owners of the Vidjil Software as of January 1, 2018 identified below may appoint a representative to the Executive Committee. The co-owners as of January 1, 2018 are the Université de Lille, the CNRS, Inria and the CHR de Lille. A co-owner mandated by one or more others to manage their economic rights to the Vidjil Software may, as soon as he joins the Consortium, represent all the co-owners and thus join on their behalf. However, the representative will have a single voice within the governance bodies.

The Executive Committee shall elect a President among its members.

The term of office of the various members of the Executive Committee lasts 3 years and may be renewed.

If a member of the Executive Committee is absent from two consecutive meetings, the Executive Committee may decide to terminate his term of office at a subsequent meeting at which his or her absence is recorded, provided that he has not attended any meeting in the meantime.

### 6.2.2 Role

The Executive Committee is responsible for ensuring the smooth running of the Consortium and to control the proper management of the latter by the Inria Foundation.

In particular,

- It examines the Consortium's financial situation and decides on the changes of fees that are not covered by the automatic revision;
- It examines requests for amendments to the Membership Agreement or identifies those it considers appropriate in view of the evolution of the activity of the Consortium;
- It decides on the communication and promotion policy to be adopted for the VidjilNet Consortium;
- It decides on the priority missions to be carried out by employees of the foundation assigned to the Consortium;
- It examines the scientific and technical situation of the Vidjil Software, to reflect on the positioning of the latter in its ecosystem (positioning in relation to competing software, regulatory and technical aspects of deployment...) and submit recommendations to the Scientific and Technical Committee on possible guidelines for the technical roadmap of the Vidjil Software;

- It deals with any strategic issue that concerns the VidjilNet Consortium or the Vidjil Software itself;
- It deals with any dispute within the Consortium and decides on appropriate measures to solve it.

### **6.2.3 Meetings, votes et secretariat**

The Executive Committee meets at least once per year through convocation from its president. This meeting can take place through digital means. Any deliberations will be considered valid only if at least half the Members are present or represented. If this quorum is not reached, the president can call a second meeting within thirty (30) days, that will be able to have valid deliberations no matter the number of present or represented members.

The convocation will need to be sent at least fourteen (14) days before the meeting, and can be sent through digital means. The order of the day and related documents need to be sent at least seven (7) days prior to the meeting, and can be sent through digital means.

Each member of the Executive Committee hold one vote. In case of a tie vote, the president's vote is preponderant.

The Inria Foundation provides the secretariat for the meeting. They also distribute the minutes within twenty one (21) days following the meeting. Any comments with regards to those minutes should be addressed to the Inria Foundation within twenty one (21) days following their distribution. In the absence of comments, those minutes shall be considered applied.

The president can invite any person they deem capable of contributing to the debates. These guests do not have the right to vote.

The president can request through digital means that the members of the Executive Committee cast a vote on any subject considered useful for the proper operation of the Consortium. Members of the Executive Committee have seven (7) days to vote. The vote will only be considered valid if at least half the members have stated their choice.

## **6.3 The Technical and Scientific Committee**

### **6.3.1 Composition and rights to vote**

The Scientific and Technical Committee consists of the following voting members:

- 3 Members' representatives,
- 3 Developers' representatives,
- 1 Inria Foundation's representative.

To start with, the Scientific and Technical Committee will be presided by Mathieu Giraud, for three years. Following this, the Scientific and Technical Committee will elect its president from its members.

The mandate of the different members of the Scientific and Technical Committee lasts three (3) years and is renewable.

If a member of the Scientific and Technical Committee is absent at two consecutive meetings, the Scientific and Technical Committee can decide to terminate their mandate during a following meeting during which the member's absence has been noted, provided the member has not attended a meeting in the mean time.

### 6.3.2 Role

The Scientific and Technical Committee is in charge of federate and coordinate all actions regarding the development of the Vidjil Software. Specifically,

- it defined the technical roadmap for the next six months. This is established based on suggestions for contributions made by Members, the Developers and recommendations from the Executive Committees;
- it validates the rules of development and contribution to the Vidjil Software;
- it adds and removes persons from the Developers group;
- it discusses all technical questions in regards to the Vidjil Software;
- it deliberates upon recommendations from the Executive Committee and discusses how best to act;
- it settles scientific and technical controversies that can arise within it.

### 6.3.3 Meetings, rights to vote and secretariat

The Scientific and Technical Committee meets at least twice per year upon convocation from its president. This meeting may take place through digital means. Any deliberations will be considered valid only if at least half the Members are present or represented. If this quorum is not reached, the president can call a second meeting within thirty (30) days, that will be able to have valid deliberations no matter the number of present or represented members.

The convocation will need to be sent at least seven (7) days before the meeting, and can be sent through digital means.

Each member of the Executive Committee hold one vote. In case of a tie vote, the president's vote is preponderant.

The Inria Foundation provides the secretariat for the meeting. They also distribute the minutes within twenty one (21) days following the meeting. Any comments with regards to those minutes should be addressed to the Inria Foundation within twenty one (21) days following their distribution. In the absence of comments, those minutes shall be considered applied.

The president can invite any person they deem capable of contributing to the debates. These guests do not have the right to vote.

The president can request through digital means that the members of the Executive Committee cast a vote on any subject considered useful for the proper operation of the Consortium. Members of the Executive Committee have seven (7) days to vote. The vote will only be considered valid if at least half the members have stated their choice.

## Article 7 : Rights and obligations of the Parties

### 7.1 Rights and obligations of the Inria Foundation

7.1.1 The Inria Foundation provides tracking for the Members' contributions, and in general the coordination of the Vidjil-Net Consortium. It guarantees that Members' Contributions are dedicated exclusively to ensure the smooth functioning of the Consortium, once management fees have been deducted.

It ensures proper application of the rights associated to different levels of Membership defined hereafter.



7.1.2 The Inria Foundation can offer services surrounding Vidjil (support, training), the application of which can be entrusted to the Inria Foundation staff assigned to supporting the Consortium or to a third party chosen by the former. Income generated by such services will be dedicated to financing the Consortium. Their contribution to the resources of the Consortium and to the personnel's workload will be subject to scrutiny and recommendation from the Executive Committee. When these services consist in developing features of the Vidjil Software, these features will need to be approved by the Scientific and Technical Committee.

By way of exception to the previously mentioned mechanism, the Inria Foundation can offer by right the following services:

- All services offered to Members, including rights to vote in the General Assembly and access to governing bodies, at a minimum cost of that requested from Members. This is a facility offered in a transitional capacity to organizations wanting to affiliate with the Consortium, but for which the internal process for signing the Membership Accord is significantly longer or complex than purchasing a service.
- A support package for analysing 100 additional samples, at the cost of a minimal membership.

## 7.2 Rights and obligations of the Member

7.2.1 Depending on its membership level, each Member gets the following rights:

- **Minimal Membership**
  - 1 vote in General Assembly,
  - The support for an analysis activity on at most 50 samples per year, analyses operated by one user.
- **Standard Membership**
  - 2 votes in General Assembly,
  - The support for an analysis activity on around 300 samples per year, analyses operated and available by an unlimited number of users inside a same laboratory.
- **Grouped or Support Membership**
  - 4 votes in General Assembly,
  - The support for an analysis activity on around 1000 samples per year, analyses operated and available by an unlimited number of users.

The Executive Committee may grant a free support extension for a larger number of samples per year to some Members which particularly contributed to the development of the platform through exchanges or collaborations, or having shown their ability to use their sample limits with reasonable requests for support. These members will be credited, free of charge, with a support for 30% more samples than what their membership gives them, subject to the financial balance of the consortium. This 30% rate may be revised by the Executive Committee but will remain the same for all these members and can not exceed 100%.

For any membership during the year, the limit of supported samples will be reduced proportionally to the amount paid. Unused support due to a low number of samples analyzed can be carried over to the following year, within the limit of supported samples of one year.

The support to Members that use the Vidjil Software consists of the following points:

### ***Support and training***

- Training for usage and interpretation of sample analysis results by a bio-informatician
- Support for any question concerning the features of the software

- Support for any problem or bug while using the software
- Semestrial phone call with the Member to review the usage of the Software and the aims and desires
- Registration for 2 people to a yearly meeting between Consortium Members
- Development of new features, subject to prioritization of all issues done by the Scientific and Technical Committee. These features will be integrated to the Software and will be available for all users of the Software.

#### **Hosting and administration**

- Support for the installation and the configuration of the Vidjil Software (private instance), or configuration of accesses on a shared instance of the Vidjil Software operated by the Consortium
- Data transfer from a shared instance to a private instance
- Support to set up backups for a private instance
- Monitoring of the shared and private instances as well as backups and alerts on incidents

Services on a private instance are proposed if the Member provides, at its own expense, a computer which meets the Vidjil Software specifications as well as a remote access for Developers via SSH (grouped access or four personal accesses), as well as a technical contact for any problem concerning this computer or its network. The service on backup setup is proposed if the Member provides a similar access to a backup server.

Activities involving support provided to a Member may be limited by the Consortium in terms of the amount of total work induced by its requests if it exceeds a threshold set as follows: 1 day of support (or other service) for 50 samples included in the membership level.

7.2.2. The Member shall pay a financial contribution under the conditions set forth by the agreement.

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 discharge of its obligations pursuant to These Presents.

7.2.3. No provision in this Agreement shall oblige the Member to use the Vidjil platform or any feature, specifications, version or application of the Vidjil platform produced within the framework of the Consortium, or to refrain from using any other platform.

7.2.4 Members who participate in a funded collaborative research project that integrates deliverables that depend on Vidjil Software pledge to make their best efforts to inform their partners about the VidjilNet Consortium and the existence of specific services offered by the Inria Foundation dedicated to the support of such projects.

When the opportunity arises, Members may also propose to their partners in a collaborative research project, to integrate the Inria Foundation as a subcontractor into their project.

## **Article 8 : Confidential information**

In general, information exchanged between Parties are not confidential. To be considered as confidential, the written information exchanged between Parties should bear a written mention indicating its confidential nature.

In this case, each Party :

- agrees to ensure the protection of the confidentiality of the elements and information that is communicated to them under the cover of confidentiality, in the same capacity as they protect their own and to enforce this behaviour among their employees and/or collaborators and/or third parties duly authorized by the Parties;
- obliges to only use the Confidential Information of the other Party, exchanged in the context or in the event of the present Contract, for the requirements of the aforementioned Contract and to refrain from using said Confidential Information without first gaining written permission from the Party emitting the information or document.

This confidentiality commitment shall remain in effect for three (3) years from the date the Confidential Information was communicated.

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 it 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 9 : Communications - Publications**

The Parties shall be encouraged to make public their participation in the Consortium, the subject of this membership Agreement, and have the right to mention its existence,

The Parties are free to make scientific publications regarding work undertaken under the Consortium subject to the provisions of article 8.

The Parties are also encouraged to communicate on their use of the Vidjil Software.

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.

Each Member agrees to have their name and logo associated with the Consortium on web pages and in all promotional communications for the period of the membership. Each Member agrees to give to the Inria Foundation a royalty-free, non-exclusive and non-transmissible licence on using its logo and name. This licence is limited to the communications as mentioned in this article for the period of the membership.

## **Article 10 : Intellectual Property Rights on the Vidjil Software and Contribution Rules**

The Vidjil Software as distributed by the Consortium on its website, consists of components made available to the public by their owners under an open-source license (GPLv3 or other free licences where applicable) This code is accessible only through the intermediary of the open-source licenses associated to the components, along with the obligations that are associated to the licences. Membership to the Consortium does not allow the Member to obtain any rights to the Intellectual Property on the code distribute but the Consortium other than those indicated in the previously mentioned open-source licences.

Any Member having developed software contributions associated to Vidjil can, if they wish, decide to freely submit them for integration to the Vidjil Software, in accordance with the following contribution policy:

Members wanting their contributions integrated to the components distributed by the Consortium must submit a request to the Scientific and Technical Committee, which will decide in a sovereign capacity and within the as soon as possible, to accept or reject the request.

In the event that the request is accepted, and before any integration, it will be requested that the Member in question produce a testimonial stating their ownership and/or rights to use the submitted code, within the context envisioned within the Consortium under the GPL v3 license or any other open-source license chosen by the owners of the Vidjil Software.

The integration of contributions from Members by the Scientific and Technical Committee, subject to approval following the previously mentioned provisions will be irreversible (except in cases of evidence of fraud).

## **Article 11 : Termination**

The Agreement is terminated at the end of the Yearly Membership Term. A new Agreement can be signed to continue the Agreement for another Yearly Membership Term.

The Agreement may be terminated by the Member or by the Inria Foundation as described below.

11.1 The Agreement will be terminated in case of non-payment of the financial fee by the Member to the Consortium, within thirty (30) days after the Inria Foundation has sent a registered letter with acknowledgement of receipt. The Agreement will then be terminated by the Inria Foundation, at the date of the registered letter. The Inria Foundation keeps the right to reclaim fees, comprising for the Yearly Period for which the fee was not paid.

11.2 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 thirty (30) days 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.

11.3 In case of force majeure, covered by Article 13.

## **Article 12 : Limitation of liability**

### **12.1**

The responsibility of each of the Parties under the Agreement can be engaged only on proven and exclusive fault of one of the Parties. Thus, neither Party will be responsible for any indirect damage, such as medical, commercial or financial harm, incorrect or misinterpreted diagnosis, loss of customers, loss of brand image, loss of turnover, loss or total or partial destruction of data or files of the other Party, as well as any action by third parties.

### **12.2 Quality process, Guarantees and Liabilities on using the Vidjil Software**

The Vidjil Software is communicated as is to the Members, without any guarantee of any kind. Any guarantees relating to the commercial exploitation of the Vidjil Software, its compatibility or compliance with a usage specificity, its absence of error or defect or dependence by relationship to third party rights, are expressly excluded.

However, the Consortium is committed to follow a high-quality development process, in particular by including the test sets provided by the Member and validated by the Scientific and Technical Committee.

The Consortium is committed to publish in open-source and to transmit to Members the code of the Vidjil Software and the set of unit and functional tests, to give Members access to bug tracking, and to be transparent about features and limitations of the Vidjil Software.

In return, the Member acknowledges that he makes an informed use of the Vidjil Software, and in particular that it engages its own responsibility when using the Vidjil Software for clinical use. The Vidjil Software is thus used by the Member at his own expense, risk and perils.

For its part, the Consortium is committed to record all incident reports of any Member and to make the best efforts to attempt to resolve them, without obligation of result and subject to prioritization of requests made by the Scientific and Technical Committee. As a result, the Member will not have recourse against the Inria Foundation, for whatever reason, because of the use of the Vidjil Software.

### **Article 13 : Force Majeure**

No Party could be taken as responsible of non-executing his obligations, partially or totally, if this non-execution comes from a *Force Majeure* case according the French Law and normally acknowledged as such by the precedents in the French Courts.

The Party invoking a *Force Majeure* case shall notify the other Party within twenty-eight (28) days of the occurrence of this event. In addition, the Party is committed to deploy its best efforts to limit the consequences of this event.

As a first step, the force majeure case will suspend this Agreement.

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

### **Article 14 : Independence of the Parties**

The relations between the Parties are those of independent co-contracting parties. The Parties expressly declare that this Agreement can not be interpreted or considered as constituting an act of society. All *affectio societatis* is formally excluded. The Consortium can not, therefore, be considered as constituting a *de facto* company between the Parties.

### **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 of Agreement**

This Agreement is concluded with one Member with a given personality, expertise and/or experience. It is concluded *intuitu personae*, and can not be the subject of a any transfer, partial or total, with or without fee, except following a prior written agreement between the Parties. Such a transfer will be materialized by an amendment to this Agreement.

## **Article 17 : Correspondence**

### ***Fondation Inria***

Domaine de Voluceau

Rocquencourt

BP 105

78153 LE CHESNAY

## **Article 18 : Governing law**

The present Agreement shall be govern by French law and regulations.

## **Article 19 : Settlement of disputes**

Should a dispute arise concerning the interpretation, validity or execution of the present Agreement, the Parties shall strive to reach a peaceful settlement. If the Parties fail to reach a peaceful settlement within two (2) months, Parties shall bring the dispute to competent French Courts.

## Signature Page

Contact (or Amendment) in 2 original copies. Select one case:

- Choice of the Membership Level for first Membership AND signature of initial Membership Agreement
- Modification of the Membership Level AND signature of Amendment to the initial Membership Agreement

### The Member

Name :

Nam, Surname, and Function of signatory :

Postal Address :

Email :

Phone :

Initial Representative for General Assembly :

Surrogate (optional) :

### Membership Level

- « **Grouped or Support** » Membership, as described on Articles 3, 5.1, and 7.2 (25 000€ without VAT in 2018 and 2019)
- « **Standard** » Membership, as described on Articles 3, 5.1, and 7.2 (10 000€ without VAT in 2018 and 2019)
- « **Minimal** » Membership, as described on Articles 3, 5.1, and 7.2 (3 000€ without VAT in 2018 and 2019)

### Options

- Support for \_\_\_ packs of 100 more samples, as described on Article 7.1.2 (3 000€ without VAT in 2018 and 2019)

### Duration

- The agreement is contracted until the 31 December 2019.

**SIGNATURE DATE :** \_\_\_\_\_

**SIGNATURE AND SEAL**

Preceded by words « Lu et approuvé »

### The Inria Fondation

Par délégation de signature, **Monsieur Michel Mauny, Director of Inria Fondation**

**SIGNATURE DATE :** \_\_\_\_\_

**SIGNATURE AND SEAL**