

# Memorandum of Understanding

This Memorandum of Understanding (hereinafter referred to as “MoU” ) is made between the following institutions, hereinafter together referred to as the "Parties":

## BETWEEN

### **Bull SAS**

Rue Jean Jaures, BP 68, 78340 Les Clayes sous Bois, FRANCE, represented by  
M. Jean-Pierre Laisné, Linux and Open Source Manager  
Hereinafter referred to as **Bull**.

## AND

### **CVIC SE,**

No 41-1 Qianfoshan Road, Jinan, PRC, represented by its Chairman,  
Dr. Xinhai Jing  
Hereinafter referred as **CVICSE**.

## AND

### **Peking University**

School of Electronics Engineering and Computer Science, Peking University, Beijing,  
100871, PRC, represented by the Dean,  
Prof. Hong Mei  
Hereinafter referred to as **PKU**.

Based on the following merits, the Parties wish to collaborate in the domain of open source application server where they are strongly active.

- The Parties attach great interest to open source application server
- The Parties are strongly involved in the ObjectWeb – OrientWare collaboration (see <http://orientware.objectweb.org>)
  - ObjectWeb is a not-for-profit consortium co-founded in 2002 by Bull, France, Telecom and INRIA to foster development and adoption of next generation open source middleware in the industry and to increase collaboration between academy and industry in the domain of middleware
  - OrientWare is a not-for-profit consortium Initiated by BeiHang University (BHU), Institute of Software, Chinese Academy of Science (ISCAS), National University of Defense Technology (NUDT), and Peking University (PKU), which aims at integrating the results of the Chinese 863 projects in the domain of middleware, OrientWare intends to disseminate its scientific research results via Open Source as the major channel to increase collaboration between academy and industry in the domain of middleware

- Bull is a French computer and software international company, co-founder and member of the ObjectWeb consortium, and leading the ObjectWeb JOnAS application server project.
- CVICSE is a Chinese software company using PeKing University Application Server (ab.PKUAS), the application server developed by PKU. It is member of the OrientWare consortium
- PKU is one of the best universities in China. It is co-founder and member of the OrientWare consortium, and developing the PKUAS.
- Scientific, technical links and exchanges already exist between PKU and Bull, in the framework of the Memorandum of Understanding signed between ObjectWeb and OrientWare in November 2005. PKU has contributed a version of PKUAS to ObjectWeb, and has started contributing to the ObjectWeb JOnAS application server.

The terms of the Memorandum of Understanding have been agreed as follows:

### **Clause 1: Objectives**

The Parties wish to establish a mutually beneficial relationship and, in particular, to:

- Collaborate and contribute on application server technologies and related standards (e.g. JCP, OMG, W3C)
- Join efforts and best technologies from their own application server software, to obtain a more pervasive middleware. Both PKUAS and JOnAS provide top level application server technologies, merging these technologies and joining the development efforts will conduct to a leading edge middleware platform
- Build a standard, open and common application server platform, which has technology excellence and industry leadership. The common contributions e.g. code and documentation will be released in Open Source under LGPL license
- Promote the use of this application server in China and Europe

Once the merge process will be achieved, a common application server platform will be the target of the developments delivered by the Parties, which is the successor and descendant from JOnAS and PKUAS. After the merge, the Parties will invest their application server development efforts into the common open source platform. Existing versions of JOnAS and PKUAS will be maintained a certain amount of time, according to the support engagements of the Parties.

### **Clause 2: Means of implementation**

The Parties agree to collaborate in the following relevant areas:

#### **2.1 Common principles**

- a) The two projects, JOnAS and PKUAS will be merged within the conditions agreed between ObjectWeb and OrientWare until the new infrastructure setup
- b) The result of the collaboration will be released in Open Source under LGPL license

- c) A new name for the project will be commonly defined. Current suggestion is JO<sup>2</sup>NAS, standing for **J**ava **O**bjectWeb **O**rientWare **A**pplication **S**erver
- d) The new merged application server will be based on the current JOnAS platform and PKUAS platform. The contributions from both sides should be half and half. Either the core functions or the advanced and complementary features from JOnAS and PKUAS should be considered and integrated into this basis
- e) Contributions from each of the Parties will be clearly identified and emphasized
- f) Existing applications running on PKUAS and current work on PKUAS should be considered (maintenance, migration...) by CVICSE and PKU
- g) A development process will be specified by the Parties in the coming 2 months. This will include the definition of a project management committee in charge of project management decisions including the roadmap and future directions
- h) Once the merge process and roadmap will be defined, it will be clearly announced that the next version of JOnAS will be JO<sup>2</sup>NAS, and that the next version of PKUAS will be JO<sup>2</sup>NAS
- i) The development community is not limited to the Parties of this MoU

## **2.2 Contributions of Bull**

- a) Bull will contribute to the architecture design of the new application server
- b) Bull will contribute to development of the new application server
- c) Bull will contribute to integration and packaging of the new application server
- d) Bull will contribute to validation of the new application server
- e) Bull will provide support for the new application server
- f) Bull will contribute to dissemination of the new application server, especially in Europe

## **2.3 Contributions of CVICSE**

- a) CVICSE will contribute to validation of the new application server
- b) CVICSE will provide support for the new application server
- c) CVICSE will contribute to the dissemination of the new application server, especially in China
- d) CVICSE will contribute to the documentation, mainly regarding Chinese translation
- e) CVICSE could potentially have some development activity, after they get familiar with the new application server

## **2.4 Contributions of PKU**

- a) PKU will work on research and innovation topics, and will apply the results to the new application server
- b) PKU will contribute to the architecture design of the new application server
- c) PKU will contribute to the development of the new application server
- d) PKU will provide support for the new application server
- e) PKU will contribute to dissemination of the new application server through research publications and through education activities

## **2.5 Joint contributions**

- a) Define the strategic development roadmap of the application server
- b) Define the possible contributions on international standards

### **Clause 3: Modes of collaboration**

Collaboration may include the exchange of students and experts, the organization of training sessions (for example to get familiar with JOnAS platform). For this purpose, the Parties may look for public and private funding in the framework of national and international R&D programmes.

Collaboration will be achieved through an open source development model. Most of the process will be public within the open source community.

Initial and advanced technical topics are discussed within Working Groups, gathering people from the Parties, but also from the project open source community.

The first six defined working groups are

1. OSGi/Service Integration Framework
2. Clustering
3. Management
4. Advanced Management
5. EJB3
6. Development Process

The development process will address but is not limited to the following topics:

- Most of the technical discussions occur on the project mailing list (currently [jonas-team@objectweb.org](mailto:jonas-team@objectweb.org))
- Specifications are published on the project wiki (currently the JOnAS wiki)
- Detailed work plan is published on the wiki
- Developers are working on the SVN repository and provide associated unit tests which are added to the project tests suite. Local repositories with synchronization mechanisms should be considered
- Choice of other communication means
- Choice of a software development collaboration tool (like JIRA, ...)
- Documentation
- Packaging

### **Clause 4: Technology Committee**

The Parties can appoint representatives to manage and oversee the joint activities such as coordination of technical aspects. The representatives can meet as and when necessary to review progress of the cooperation in the framework of this MoU.

### **Clause 5: Confidentiality and Publication of results**

Each Party will undertake to communicate to the other Party all necessary information pertaining to the execution of work related to joint application server project, such information being information it holds or will obtain during the said work, provided that it is at liberty to do so without violating any contractual arrangement that a Party could have with third parties, such contractual arrangements being already within the knowledge and approval of the Parties. With regard to information and in particular, written publications, oral publications, articles, theses, dissertations and all other forms of communications (including

papers and reports), the agreed principle is such that there should be freedom of dissemination for the researchers on the condition that they should acknowledge the support given by the Parties and respect the regulations of their institutions.

Each Party will refrain from disseminating or communicating to third parties information or results designated as confidential by the Party from which it originates.

## **Clause 6: Principles of Intellectual Property**

**6.1.** The word "results" refers to research reports, software, and know-how held by the Parties, or acquired by them through work processed within the framework of the joint application server project.

### **6.2. Work completed by the Parties prior to or outside the joint application server project**

Each Party retains the ownership of the results of their own work, patented or otherwise, obtained prior to or outside the joint application server project.

Nothing in this Memorandum shall be construed as a license or transfer or an obligation to enter into any further agreement with respect to intellectual property currently licensed to or belonging to either Party.

### **6.3. Work completed within the framework of the joint application server project**

The results obtained within the framework of the joint application server project shall be the common property of the Parties, subject to specific provisions, mutually agreed among the Parties pertaining to project agreements involving third parties.

Each Party will have complete freedom of use of these results for research and development purposes. It is understood between the Parties that the joint results are deemed to be distributed under an Open-Source Licence.

## **Clause 7: Non-binding nature of this MoU**

Despite the statements and obligations expressed herein, the MoU is a non-bonding expression of the current intentions of the Parties, and neither Party will incur nor be bound to any legal obligations or expense hereunder to the other Party until and unless definitive agreements have been negotiated, approved by the necessary management levels of each Party and executed and delivered by authorized representatives of both Parties.

## **Clause 8: Duration - Modification – Termination**

The present MoU shall enter into force on the day it is executed and shall remain in force for a period of five (5) years. This MoU can be extended in writing by mutual agreement of both Parties.

A Party may terminate the present MoU by giving three (3) months' notice in writing to the other parties.

The termination of this MoU shall not affect the implementation of the projects or programs established under it prior to such termination.

The Parties shall consult each other on the making of any necessary amendment to the MoU in the event of changes in laws and regulations in China or France which may have an impact on the execution of the MoU for any of the Parties.

## **Clause 9: Disputes**

Any divergence of opinion or dispute on the interpretation or application of the present Memorandum shall be resolved amicably by means of consultation or negotiation between the contracting Parties.

In the event where the dispute cannot be resolved in the manner aforementioned, the Parties will present the dispute to an arbitration tribunal in accordance with the following provisions: the Parties designate a French member and a Chinese member of the said tribunal. The two designated members will in turn, by consensus, elect a third member from a country other than France or China, who will act as president of the tribunal of arbitration. The tribunal will determine its procedural regulations and the appropriate legal jurisdiction. The decisions of the tribunal are final and binding on all Parties and no appeal against these decisions can be made.

Arbitration shall be conducted in the English Language.

Signed in \_\_\_\_\_, on \_\_\_\_\_, in four (4) original sets in English.

For Bull, \_\_\_\_\_ For CVICSE, \_\_\_\_\_ For PKU, \_\_\_\_\_