BYLAWS
for the Open Source Modelica Consortium (OSMC)

Version 1.8, November 15, 2022

Revisions:

Original version 1.0 adopted at the statutory meeting in Linköping December 4, 2007.
Version 1.1 approved at the annual meeting in Linköping February 8, 2010.
Version 1.2 approved at the annual meeting in Linköping February 7, 2011.
Version 1.3 approved at the annual meeting in Linköping October 18, 2012.
Version 1.3 with updated fees approved at the annual meeting in Linköping February 3, 2014.
Version 1.4 with vice chairman approved at the annual meeting in Linköping March 17, 2016.
Version 1.5 with added appendices about Directly Funded Development (DFD) and Maintenance and support agreement (MSA), approved at the annual meeting September 21, 2017.
Version 1.6 with signature rights of vice director, approved at the annual meeting December 3, 2019.
Version 1.7 with inkind-based memberships for small organizations, OSMC research institute, April 4, 2022
Version 1.8 with GNU GPL v3 license replaced by GNU Affero GPL license, GNU GPL v3 compatible,

_____

§1   General regulations

§1.1   Name and Location of the Association

The name of the association is Open Source Modelica Consortium, abbreviated as OSMC.

The association has its seat in Linköping, Sweden.

§1.2   Purpose of the Association

OSMC is a non-profit, non-governmental organization and research institute in the area of cyber-physical systems, with the aim of developing and promoting the development and usage of the OpenModelica open source implementation of the Modelica computer language (also named Modelica modeling language), and related standards including FMI, SSP, DCP, as well as OpenModelica associated open-source tools and libraries, collectively named the OpenModelica Environment, in the following referred to as OpenModelica. OpenModelica is available for commercial and non-commercial usage under the conditions of the OSMC Public License as defined in Appendix A. It is the aim of OSMC, within the limitations of its available resources, to provide support and maintenance of OpenModelica, to support its publication on the web, and to coordinate contributions to OpenModelica.

It is intended for OMSC to have good cooperation with Modelica Association, the organization that develops and standardizes the Modelica Language and the Modelica Standard Library. [*To clarify: the aim of OSMC is the further development of the OpenModelica implementation, not the Modelica Language or the Modelica standard library which are handled by the Modelica Association.*]

§1.3 Definitions

The following are definitions of important terms in this document:

- OpenModelica – an open source software implementation of the Modelica® computer language (also named Modelica® modeling language) and OpenModelica associated open-source tools and libraries. The OpenModelica software is obtained from OSMC, from the OpenModelica website (see below) [*Note: OpenModelica version 1.6, November 2010, includes the OpenModelica Compiler (OMC) the MetaModelica compiler, the OpenModelica MDT Eclipse plug-in, the ModelicaML UML/Modelica Profile, the OMNotebook, the OMEdit graphic editor, a test suite, and documentation*].
- OpenModelica website – `http://www.openmodelica.org,` and/or `https://github.com/OpenModelica/,` or the original Linköping university web site `http://www.ida.liu.se/projects/OpenModelica,` and/or some other URL decided by OSMC.
- OpenModelica associated open-source tools and libraries – such tools and libraries available in open source at the OpenModelica website.
- OSMC – Open Source Modelica Consortium, a non-profit organization registered in Linköping, Sweden. Address: Open Source Modelica Consortium, c/o Linköpings universitet, Department of Computer and Information Science, SE-581 83 Linköping, Sweden.
- Module – a piece of source code, object code, and/or documentation, stored in a separate file or similar entity with a designated name.
- OSMC Public License (OSMC-PL) – see definition in Appendix A.
- OpenModelica Run-Time System Public License – a license which applies to the parts of OpenModelica which belong to the OpenModelica Run-Time System; see license definition in Appendix D. This license gives the additional option of the BSD New license in addition to the OSMC-PL.
- OpenModelica Run-Time System – parts of OpenModelica marked "This file belongs to the OpenModelica Run-Time System".
- EPL – Eclipse Public License, see definition in Appendix B.
- AGPL – GNU Affero General Public License version 3, see definition in Appendix C.
- BSD New License – see definition in Appendix E.
- SME – Small and MEdium-sized enterprise, see definition in Appendix G.
- Significant contribution – a contribution to OpenModelica judged by the OSMC Director or the OSMC Board to be significant enough to warrant acknowledgement.
- Contributor – see definition in OSMC-PL in Appendix A.
- Contribution – see definition in OSMC-PL in Appendix A.
- Licensed Third Party Distributor – see definition in OSMC-PL in Appendix A.
- Affiliate – see definition in OSMC-PL in Appendix A.
- Comment text, not part of the statutory text of this document but as binding remarks for interpretation integral part of the bylaws, is written within square brackets, e.g.: [*This is a comment*].

§1.4 Registered Trademarks

Modelica® is a registered trademark of the Modelica Association.

§1.5 Copyright Owner, Licensing, and Publishing on the Web

OSMC is the Copyright owner of OpenModelica.

OSMC has the right and obligation to keep all officially released versions of OpenModelica available online on the Internet – or its possible replacement – barring exceptional circumstances, at the OpenModelica website.

Linköpings universitet has the right to keep OpenModelica online on the internet if they so wish.

The online availability of the document implies permanent permission for anyone to read or to download OpenModelica, for commercial or non-commercial usage, according to the conditions of the OSMC Public License (OSMC-PL) specified in Appendix A, and regarding the OpenModelica Run-Time System also according to Appendix D.

The ownership, copyright, and possible usage license of *source code* translated by the OpenModelica Compiler into *translated code* also holds for the *translated code* originating from that corresponding *source code*. [*This is a consequence of translated code being considered derivative work of the input source code, and that OpenModelica does not impose additional restrictions on generated code in addition to what holds for the input source code.*]

OSMC has taken technical and administrative measures to assure security and accessibility of OpenModelica.

If there is a conflict between this section (§1.5) and the OSMC Public License regarding the rights of OSMC, this section will prevail.

§1.6   Copyright Transfer and Contribution License to Contributors

As stated in §1.5, OSMC is the sole Copyright holder of OpenModelica, including all its parts and modules, e.g. allowing OSMC to do further sublicensing of (parts of) OpenModelica to any party according to OSMC-PL. [*To make this possible, OSMC also needs to be the Copyright owner of new contributions.*]

As stated in OSMC-PL, upon acceptance of OSMC-PL any party making a Contribution to OpenModelica also transfers the Copyright of the Contribution to OSMC, but in return automatically obtains a Contribution License as stated in OSMC-PL, and reproduced in the following paragraphs.

Excerpts from the OSMC-PL:

THIS PROGRAM IS PROVIDED UNDER THE TERMS OF AGPL VERSION 3 LICENSE OR THIS OSMC PUBLIC LICENSE (OSMC-PL). ANY USE, REPRODUCTION OR DISTRIBUTION OF THIS PROGRAM CONSTITUTES RECIPIENT'S ACCEPTANCE OF THE OSMC PUBLIC LICENSE OR THE AGPL VERSION 3, ACCORDING TO RECIPIENTS CHOICE.

Contributor(s) making a Contribution to OpenModelica thereby also makes a Transfer of Contribution Copyright. In return, upon the effective date of the transfer, OSMC grants the Contributor(s) a Contribution License of the Contribution. OSMC has the right to accept or refuse Contributions.

"*Transfer of Contribution Copyright*" means that the Contributors of a Contribution transfer the ownership and the copyright of the Contribution to OSMC, the OpenModelica Copyright owner, for inclusion in OpenModelica. The transfer takes place upon the effective date when the Contribution is made available on the OSMC web site under OSMC-PL, by such Contributors themselves or anyone acting on such Contributors' behalf. The transfer is free of charge. If the Contributors or OSMC so wish, an optional Copyright transfer agreement can be signed between OSMC and the Contributors, as specified in Appendix F of the OSMC Bylaws.

"*Contribution License*" means a license from OSMC to the Contributors of the Contribution, effective on the date of the Transfer of Contribution Copyright, where OSMC grants the Contributors a non-exclusive, world-wide, transferable, free of charge, perpetual license, including sublicensing rights, to use, have used, modify, have modified, reproduce and or have reproduced the contributed material, for business and other purposes, including but not limited to evaluation, development, testing, integration and merging with other software and distribution. The warranty and liability disclaimers of OSMC-PL apply to this license.

§2   Membership

§2.1   Membership

Membership in OSMC is open to companies, institutes, universities or other organizations, which agree to support the purpose of the association and follow the bylaws of the association.

Membership in OSMC is also open to individual persons who agree to work in accordance with the purpose of the association and follow the bylaws of the association.

Thus there are two main types of members: individual members and organizational members.

Members have certain benefits, according to their type of membership.

Organizational membership is approved by the Board, after written application which must be submitted to OSMC at the latest two days before the next Board meeting.

Resignation from OSMC applies immediately after written application to OSMC.

Each member is obliged to pay the corresponding annual fee which is determined at the Annual Meeting. The annual fee for members should not be so high that it significantly impedes the possibility of membership.

A Member is not liable for any acts or omissions of OSMC. Therefore a Member's financial responsibility is limited to the annual fees paid by it to OSMC and a Member is not liable for the financial commitments made by OSMC.

§2.2   Membership Benefits

OpenModelica is open-source, and is available to anyone, including members, under the AGPL option of the OSMC Public License as specified in Appendix A. However, for members the following shall additionally apply:

- Members have the additional option of using OpenModelica, in particular together with proprietary code according to the EPL options of the OSMC Public License.
- Level 2 members have the additional option of indirect distribution of OpenModelica binary code together with proprietary code through Licensed Third Party Distributors according to OSMC-PL (Appendix A). The OSMC Board has the right to request a copy of each redistribution agreement for such redistribution.
- Organizational members have voting rights at Annual Meetings.
- Organizational members have the right to display their logos and have web links to their organizations at an appropriate place in the OSMC web site.
- Members can influence the future development of OpenModelica.
- Individual members and organizational member employees (or their organization in case individuals cannot/ should not be mentioned) who have made significant contributions have the right to be acknowledged as co-authors of common documents as specified in §7.4, and as co-authors in commentary text in the program modules they have contributed to. [*A program module may typically contain comments about main author, co-authors, and project manager of that module during different time periods*].
- Members, organizational or individual, who have made significant contributions, should be acknowledged as contributors in appropriate documents associated with OpenModelica [*e.g. in the User's Guide or System Documentation*].

§2.3   Membership Types and Annual Fees

There are two main kinds of members: organizational members (any legal person/business partnership) and individual members (for any natural person). The annual fee varies according to the size of the organization, whether the organization chooses the honorary Gold or Silver sponsorship membership

levels, and whether the member is allowed to redistribute OpenModelica in binary form for commercial purposes outside its own organization (Level 2 member) as specified by the OSMC Public License.

For a non-profit organization such as a university, research institute, or similar, the engaged research group size (or sum of the sizes if several engaged groups) determines the annual fee.

For an organization paying an annual fee corresponding to the size of the organization including all its affiliates, the membership benefits apply to all its affiliates. To further clarify:

- A Level 1 membership is a basic membership level that allows the member to combine OpenModelica with proprietary code for internal use according to the OSMC-Internal-EPL mode of the OSMC Public License.
- A Level 2 membership is a membership level that allows the member to combine OpenModelica with proprietary code for internal use and/or external distribution in binary form according to the OSMC-External-EPL mode of the OSMC Public License.
- Individual persons can become Level 1 individual members for free according to §2.6.

Upon request in writing to the OSMC board ahead of the delivery of a contribution, instead of paying an annual fee, a small non-profit organization, a very small company, an individual member, and a small company, can do an annual in-kind contribution to OpenModelica, worth at least five times the annual fee amount. Such an in-kind based membership must but approved by the OSMC Board once a year.

Moreover, an organization having a Directly Funded Development (DFD) or Maintenance and support agreement (MSA) with OSMC can use part of the DFD or MSA payment for the annual fee if the DFD or MSA amount is at least twice the annual fee. This needs OSMC Board approval in each case, following a written application to the OSMC Board.

The table below shows the current annual fee. The levels of the annual fee are determined once a year by the Annual Meeting. If the fees are changed after such a decision, this table in the OSMC Bylaws can be updated directly, without the Bylaws update procedure specified in §7.6.

Member Type	Number of Employees[1]	Level 1 member Annual Fee in €	Level 2 member Annual Fee in €	
			Limited[2]	Unlimited[3]
Org – Large company, not an SME	> 250	7300	8500	24 200
Org – Medium company, SME	> 50, ≤ 250	3600	6000	12 100
Org – Small company, SME	>5, ≤ 50	2400	3600	6000
Org – Very Small Company, SME	≤ 5	1200	2400	3600
Org – Large Non-profit	Group size > 10	1200	3600	6000
Org – Small Non-profit	Group size ≤ 10	600	2400	3600
Individual member	1	0	2400	3600

§2.4   Use of OpenModelica by Previous OSMC Members

The normal case is that an OSMC member, who has left OSMC and is no longer a member, is not allowed to use OpenModelica under the OSMC-Internal-EPL or OSMC-External-EPL modes of OSMC-PL. However, the following exception is allowed:

- A member who leaves OSMC is allowed to continue using the same version of OpenModelica it was using under its current licensing conditions at the date of leaving OSMC, including the right of the member who was Level 2 member to further redistribute through a Third Party Distributor

---

[1] The size of the company is counted as full-time employee equivalents, and following the SME rules of EU concerning company subsidiaries, see Appendix E.

[2] This annual fee level allows a total of at most ten active external licenses/distributions under OSMC-External-EPL at any given point in time.

[3] Unlimited number of licenses for external or internal distribution under OSMC-External-EPL.

according to OSMC-PL, provided the member pays a one-time additional fee to OSMC corresponding to four times the most recent annual fee for that member if it has Level 2 Unlimited membership and twice the most recent annual fee otherwise. Usage of later versions of OpenModelica under this scheme is not allowed.

[*This avoids perceived danger of indefinite locked-in membership of OSMC, i.e., allows a member who has become dependent on OpenModelica but has limited usage of OpenModelica and does not need new versions to continue using an old version of OpenModelica, even if not being a member any longer*].

§2.5   Gold or Silver Sponsorship Levels

Gold or Silver sponsorships are honorary membership levels which shows that the member is providing significant or very significant support to the OpenModelica effort, either in economic value or development/maintenance/support/management effort. [*Such an organization may use this fact, e.g. calling themselves Gold or Silver members, e.g. in its marketing, and may get additional space on the OSMC web page or similar promotion. Gold members should also be given some preference when selecting board members.*]

Thus, there are two ways for a member to become Gold or Silver member:

- The member pays the Gold or Silver sponsorship fee in addition to the ordinary annual fee.
- The member has made Gold or Silver level contributions to OpenModelica during the previous year, approved by the Board, following a written application from the member to the Board for Gold or Silver membership.

A Gold or Silver level contribution to OpenModelica must be of general interest to OSMC members, and must be evident in version handling, bug handling, or other documentation.

The levels of the sponsorship annual fees are determined once a year by the Annual Meeting.

Sponsor level	Sponsorship Annual Fee	
	€	"person year contribution"
Gold	≥ 20 000 €	≥ 1.0
Silver	≥ 10 000, < 20 000	≥ ½, < 1.0

§2.6   Individual Membership

An individual who so wishes, and who has made a significant contribution to OpenModelica during the previous two years or the current year, can get a Level 1 individual membership for the current year for free, after decision by the Director, and after having signed a membership application form, see Appendix H.

Individuals, who are Level 1 members but have not made any further contribution to OpenModelica during the previous two years or current year, should automatically lose their membership, if they do not decide to become Level 2 members and pay the Level 2 annual fee for individual members. A notification message should be sent to such members before they lose their membership [*to give them a chance to respond and possibly make a contribution to keep their membershi*p].

§2.7   Financial year

The financial year of the OSMC is from January 1 to December 31. The first financial year starting at the date of creation of the OSMC can be longer than one calendar year in order to synchronize with calendar years.

§3   Decision-Making Bodies

OSMC has three decision-making bodies:

- The Annual Meeting.
- The Board.
- The Director.

§4   Annual Meeting

OSMC's highest decision-making body is the Annual Meeting.

The Annual Meeting will meets at least once per year, of which one of the meetings will be the Ordinary Annual Meeting and the others Extra Annual Meetings. The first Ordinary Annual Meeting shall take place on or before the sixth´s month after the end of the financial year.

The Chairperson will lead OSMC's negotiations and work at the Annual Meeting. In the absence of the Chairperson the Vice-Chairperson will take over. The Annual Meeting has solely the right to approve individuals who are non-members to be present and speak at the meeting.

The minutes of OSMC's meetings will be recorded by the Secretary or a person delegated by the Annual Meeting. The minutes will be signed by the Chairperson of the meeting and at least one other member of the Annual Meeting present at the meeting.

At each meeting there will be a clause in the minutes where the presence of members is noted. Any members who arrive/depart during the meeting will be noted on arrival/departure.

The Annual Meeting constitutes a quorum when at least five members with voting power are present, one of whom is the Chairperson or Vice-Chairperson.

The Board must call an Ordinary Annual Meeting before the end of May after the previous financial year.

On written request by a member of the Board, or auditor, or members representing at least five votes, the Board must call an Extra Annual Meeting.

At an Extra Annual Meeting only the item(s) which have given rise to the meeting may be discussed and finally decided through vote.

Notification of an Annual Meeting will be made by the Chairperson of the Board by sending notice with a preliminary agenda in writing or via email at least five weeks before the meeting to reach members at least three weeks before the meeting.

The Board will make OSMC's annual report and the auditors' report available to members at the same time.

Proposals and statements to be presented at an Annual Meeting must be sent in writing (via post, fax or email) to the Chairperson of the meeting at the latest by 12 o'clock noon GMT four working days before the meeting

Proposals for a change in the Bylaws, conducting or canceling elections may not be treated as "other business".

At an Annual Meeting the auditor(s) have the right to be present and to speak.

§4.1   The Agenda for the Ordinary Annual Meeting

At the Ordinary Annual Meeting the following shall be discussed and entered into the minutes:

1 Determining the electoral register for the meeting (by roll-call)
2 Ratifying whether the meeting has been announced properly

3 Possible approval by the annual meeting regarding the right of a specified non-member to be present and getting the right to speak at the meeting

4 Confirming the agenda

5 Election of two persons to approve and sign the minutes

6 Presentation of:

       a) OSMC's annual report for the previous year

       b) OSMC's administration report (financial statement) for the previous financial year

7 The auditors' report on OSMC during the previous business and financial year

8 Discharge from liability for The Board for the period the auditing applies to

9 For the period from the Annual Meeting up to and including the next Ordinary Annual Meeting, taking into account the longer election periods specified below, election of:

       a) A Chairperson of the OSMC (elected for 2 years)

       b) A Vice Chairperson of the OSMC (elected for 2 years)

       c) A Director of OSMC (elected for 4 years)

       d) A Vice Director of OSMC (elected for 2 years)

       e) Additional members of The Board.

       f) One auditor (elected for 4 years) and one deputy auditor (elected for 4 years).

10 Determining possible changes of the membership annual fees

11 Determining possible changes of the sponsorship annual fees and contribution levels.

12 Determining the plan of operations and the budget for the current financial year

13 Determining the date of the next Annual Meeting.

14 Proposals for a change in the Bylaws

15 Proposals for development of the OpenModelica implementation

16 Proposals and suggestions concerning the OSMC and/or its purpose received by anybody (members and/or non-members)

17 Any other business

18 End of meeting

The minutes of the Annual Meeting must be signed by the Chairperson or – in his/her absence –- by the Vice-Chairperson. The Chairperson shall provide each member with a copy of the respective minutes without undue delay after the Annual Meeting.

§4.2   Membership

For an organization to become a member of OSMC it must pay the annual fee, according to the size and character of the organization, and be approved by the Board or by the Annual Meeting.

For an individual person to become a member of OSMC during the current year, the person must have made a significant contribution to OpenModelica during the current or the previous two years, as judged by the Director.

A member needs to pay the annual fee during the year in order to maintain membership, or for individual Level 1 member, to make a contribution to OpenModelica as specified above.

§4.3   Voting at Annual Meetings

An organizational member noted in the register of members by at the latest the day before the Annual Meeting has the right to vote. Individual members have no voting rights.

To exercise voting rights, the annual fee paid by an organizational member should have reached OSMC's account at least four days before the beginning of the meeting.

An organizational member may only exercise voting rights through its designated representative.

Each organizational member has one vote.

A representative of the organizational member must be present at a meeting, physically or via teleconferencing, to execute the member's voting rights.

A motion is passed when a proposal receives more than 50 percent of the votes of the members who are present. Abstentions shall be deemed as non-votes. In the event of more than two alternatives, the two alternatives with most votes are contested in a final vote. In the event of two proposals with exactly 50 percent each of the votes, the proposal supported by the Chairperson of the meeting will pass.

If a member so desires, election of persons will take place by secret ballot.

§5 The Board

§5.1 Constitution of the Board

A Board member must be a member of the OSMC.

The board should have members from each of the three categories: non-profit organizations, small/medium-sized companies, and large companies, preferably with at least one designated representative from each category. Individual members are also allowed in the board.

Board members are voted for at Annual Meetings, but some preference for board membership should be given to Gold members.

OSMC's Board consists of a least 5 and at most 11 members, including OSMC Chairperson, Vice-Chairperson, and Director.

The OSMC Chairperson is Chairperson of The Board and The OSMC Vice Chairperson is Vice Chairperson of The Board.

At least three Board members, of whom one is either the Chairperson or the Vice-Chairperson, constitute a quorum at Board meetings.

§5.2 Duties of the Board

The Board is responsible in particular for:

- Making budget proposals and a plan of operations for the following financial year and preparing to a certain degree other items that will be discussed and decided through vote at the Annual Meeting.
- Administrating OSMC's funds and owned rights.
- Making evaluation of the consequences of proposed changes of Bylaws.
- Generally working for the good of the association.
- Approve membership of organizations.
- Acknowledge resignation of organizational members.

It is the Chairperson's duty in particular to plan the meetings and distribute notice with a preliminary agenda at least one week before the meeting.

Minutes must be kept during Board meetings.

The Director should leave the Board meeting when the Board is discussing or taking decisions regarding the Director's performance for OSMC.

§5.3 Voting at Board Meetings

Each Board member has one vote.

A Board member must be present at a meeting, physically or via teleconferencing, to execute the member's voting rights.

A motion is passed when a proposal receives more than 50 percent of the votes of the members who are present. Abstentions shall be deemed as non-votes. In the event of more than two alternatives, the two alternatives with most votes are contested in a final vote. In the event of two proposals with exactly 50 percent each of the votes, the proposal supported by the Chairperson of the meeting will pass.

§6 The Director and the Vice Director

Between Board meetings and Annual Meetings, the Director is OSMC's main point of contact.

The Director will be responsible for and lead the day-to-day work of OSMC between Board meetings and Annual Meetings, but also has the right to delegate appropriate parts the work to co-workers.

The Director is responsible for appropriate book keeping of the economic transactions of OSMC.

The Director and the Vice Director will follow the applicable regulations and decisions made by the Board and the Annual Meeting.

The Vice Director will assist the Director in his/her duties, and also perform those duties if the Director is absent.

§7 Other regulations

§7.1 Expulsion, etc

A member may not be expelled from OSMC for any other reason than that he or she has failed to pay the fees determined by OSMC despite at least three documented reminders, worked against the interests of OSMC operations or aims, or clearly damaged the reputation or interests of OSMC or its members.

Expulsion is decided on an Annual Meeting and applies immediately. The issue of expulsion may not be decided on until the member has been given the opportunity to state his or her case in writing and the item has been discussed by the Annual Meeting.

OSMC will not refund rightfully paid annual fees.

§7.2 Auditing and Auditors

The operations and accounts of OSMC will be annually inspected by the auditor(s) designated by the Annual Meeting.

The auditor(s) have the right to continuously have access to OSMC's accounts, minutes of Annual Meeting and Board meetings as well as other documents.

OSMC's accounts must be made available to the auditor(s) at least two weeks before the Ordinary Annual Meeting.

The auditor(s) will in accordance with good auditing practice examine the accounts of the previous financial year and make the audit report available to the Board at least one week before the Ordinary Annual Meeting.

§7.3 Authors of Common Documents from OSMC

Individual members of OSMC who have done significant contributions to OpenModelica during the period since the previous release, or during the previous 12 months, as judged by the Director or by the Board, can be stated as authors of common documents of the current release, e.g. the OpenModelica Users Guide or OpenModelica System Documentation.

§7.4 Authors of Program Modules

Individual members or OSMC organizational member employees who have done significant contributions to OpenModelica during the period since the previous release, or during the previous 12

months, as judged by the Director or by the Board, can be stated as authors of common documents of the current release, e.g. the OpenModelica Users Guide or OpenModelica System Documentation.

§7.5   Signing Authority

The Chairperson, the Director, and the Vice Director each individually have signing authority for the firm of OSMC.

The Board can authorize a private person, with the limitations determined by the Board, to be a signatory for the firm of OSMC. This authority may be revoked at any time by the Board.

§7.6   Changes to Bylaws

Any changes to these Bylaws must be approved by the Board and require identical decisions made by a two thirds (2/3) majority of the Annual Meeting at two consecutive Annual Meetings or Extra Annual Meetings, held with at least 30 days in between.

§7.7   New OpenModelica releases

New major releases of OpenModelica shall be approved by the Board. Minor releases are approved by the Director.

§7.8   Dissolution

To dissolve OSMC two identical resolutions by the Annual Meeting are required at two consecutive annual meetings. The number of votes submitted for dissolution must exceed at least three fourths (3/4) of the number of votes at each meeting.

After dissolution of OSMC, users of OpenModelica may continue using the version of OpenModelica available at the time of dissolution, or earlier versions, according to the same licensing conditions they had immediately before dissolution.

Except for the licenses granted to OpenModelica users by OSMC in the previous paragraph, which still hold, the following applies: after dissolution of OSMC, the Copyright of OpenModelica is transferred back, free of charge, to Linköpings universitet, the original Copyright owner of OpenModelica. After such a copyright transfer back, Linköpings universitet is free to make the current or new versions of OpenModelica available according to any license of its choice, or to not make it available.

§7.9   Registry of Members

Members are specified at the OpenModelica website.

_____

.

Appendix A – OSMC Public License Version 1.8

--- Start of Definition of OSMC Public License ---

Copyright (c) 1998-*CurrentYear*, Open Source Modelica Consortium (OSMC), c/o Linköpings universitet, Department of Computer and Information Science, SE-58183 Linköping, Sweden. All rights reserved.

THIS PROGRAM IS PROVIDED UNDER THE TERMS OF AGPL VERSION 3 LICENSE OR THIS OSMC PUBLIC LICENSE (OSMC-PL) VERSION 1.8. ANY USE, REPRODUCTION OR DISTRIBUTION OF THIS PROGRAM CONSTITUTES RECIPIENT'S ACCEPTANCE OF THE OSMC PUBLIC LICENSE OR THE GNU AGPL VERSION 3, ACCORDING TO RECIPIENTS CHOICE.

The OpenModelica software and the OSMC (Open Source Modelica Consortium) Public License (OSMC-PL) are obtained from OSMC, either from the above address, from the URLs: http://www.openmodelica.org or https://github.com/OpenModelica/ or http://www.ida.liu.se/projects/OpenModelica, and in the OpenModelica distribution. GNU AGPL version 3 is obtained from: https://www.gnu.org/licenses/licenses.html#GPL

This program is distributed WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS EXPRESSLY SET FORTH IN THE BY RECIPIENT SELECTED SUBSIDIARY LICENSE CONDITIONS OF OSMC-PL.

See the full OSMC Public License conditions for more details.

--- End of OSMC Public License Header *---*

The OSMC-PL is a public license for OpenModelica with three modes/alternatives (AGPL, OSMC-Internal-EPL, OSMC-External-EPL) for use and redistribution, in source and/or binary/object-code form:

- AGPL. Any party (member or non-member of OSMC) may use and redistribute OpenModelica under GNU AGPL version 3.
- Level 1 members of OSMC may also use and redistribute OpenModelica under OSMC-Internal-EPL conditions.
- Level 2 members of OSMC may also use and redistribute OpenModelica under OSMC-Internal-EPL or OSMC-External-EPL conditions.

Definitions of OSMC Public license modes:

- AGPL = GNU AGPL version 3.
- OSMC-Internal-EPL = These OSMC Public license conditions together with Internally restricted EPL, i.e., EPL version 1.0 with the *Additional Condition* that use and redistribution by an OSMC member is only allowed within the OSMC member's own organization (i.e., its own legal entity), or for an OSMC member paying an annual fee corresponding to the size of the organization including all its affiliates, use and redistribution is allowed within/between its affiliates.
- OSMC-External-EPL = These OSMC Public license conditions together with Externally restricted EPL, i.e., EPL version 1.0 with the *Additional Condition* that use and redistribution by an OSMC member, or by a Licensed Third Party Distributor having a redistribution agreement with that member, to parties external to the OSMC member's own organization (i.e., its own legal entity) is only allowed in binary/object-code form, except the case of redistribution to other OSMC members to which source is also allowed to be distributed.

[*This has the consequence that an external party who wishes to use OpenModelica in source form together with its own proprietary software in all cases must be a member of OSMC*].

In all cases of usage and redistribution by recipients, the following conditions also apply:

a) Redistributions of source code must retain the above copyright notice, all definitions, and conditions. It is sufficient if the OSMC-PL Header is present in each source file, if the full OSMC-PL is available in a prominent and easily located place in the redistribution.

b) Redistributions in binary/object-code form must reproduce the above copyright notice, all definitions, and conditions. It is sufficient if the OSMC-PL Header and the location in the redistribution of the full OSMC-PL are present in the documentation and/or other materials provided with the redistribution, if the full OSMC-PL is available in a prominent and easily located place in the redistribution.

c) A recipient must clearly indicate its chosen usage mode of OSMC-PL, in accompanying documentation and in a text file OSMC-USAGE-MODE.txt, provided with the distribution.

d) Contributor(s) making a Contribution to OpenModelica thereby also makes a Transfer of Contribution Copyright. In return, upon the effective date of the transfer, OSMC grants the Contributor(s) a Contribution License of the Contribution. OSMC has the right to accept or refuse Contributions.

Definitions:

"*Subsidiary license conditions*" means:

The additional license conditions depending on the by the recipient chosen mode of OSMC-PL, defined by GNU AGPL version 3.0 for AGPL, and by EPL for OSMC-Internal-EPL and OSMC-External-EPL.

"*OSMC-PL*" means:

Open Source Modelica Consortium Public License version 1.8, i.e., the license defined here (the text between "--- Start of Definition of OSMC Public License ---" and "--- End of Definition of OSMC Public License ---, or later versions thereof.

"*OSMC-PL Header*" means:

Open Source Modelica Consortium Public License Header version 1.8, i.e., the text between "--- Start of Definition of OSMC Public License ---" and "--- End of OSMC Public License Header ---, or later versions thereof.

"*Contribution*" means:

a) in the case of the initial Contributor, the initial code and documentation distributed under OSMC-PL, and

b) in the case of each subsequent Contributor:

    i) changes to OpenModelica, and

    ii) additions to OpenModelica;

where such changes and/or additions to OpenModelica originate from and are distributed by that particular Contributor. A Contribution 'originates' from a Contributor if it was added to OpenModelica by such Contributor itself or anyone acting on such Contributor's behalf.

For Contributors licensing OpenModelica under OSMC-Internal-EPL or OSMC-External-EPL conditions, the following conditions also hold:

Contributions do not include additions to the distributed Program which: (i) are separate modules of software distributed in conjunction with OpenModelica under their own license agreement, (ii) are separate modules which are not derivative works of OpenModelica, and (iii) are separate modules of software distributed in conjunction with OpenModelica under their own license agreement where these separate modules are merged with (weaved together with) modules of OpenModelica to form new modules that are distributed as object code or source code under their own license agreement, as allowed under the Additional Condition of internal

distribution according to OSMC-Internal-EPL and/or Additional Condition for external distribution according to OSMC-External-EPL.

"*Transfer of Contribution Copyright*" means that the Contributors of a Contribution transfer the ownership and the copyright of the Contribution to Open Source Modelica Consortium, the OpenModelica Copyright owner, for inclusion in OpenModelica. The transfer takes place upon the effective date when the Contribution is made available on the OSMC web site under OSMC-PL, by such Contributors themselves or anyone acting on such Contributors' behalf. The transfer is free of charge. If the Contributors or OSMC so wish, an optional Copyright transfer agreement can be signed between OSMC and the Contributors, as specified in an Appendix of the OSMC Bylaws.

"*Contribution License*" means a license from OSMC to the Contributors of the Contribution, effective on the date of the Transfer of Contribution Copyright, where OSMC grants the Contributors a non-exclusive, world-wide, transferable, free of charge, perpetual license, including sublicensing rights, to use, have used, modify, have modified, reproduce and or have reproduced the contributed material, for business and other purposes, including but not limited to evaluation, development, testing, integration and merging with other software and distribution. The warranty and liability disclaimers of OSMC-PL apply to this license.

"*Contributor*" means any person or entity that distributes (part of) OpenModelica.

"*The Program*" means the Contributions distributed in accordance with OSMC-PL.

"*OpenModelica*" means the Contributions distributed in accordance with OSMC-PL.

"*Recipient*" means anyone who receives OpenModelica under OSMC-PL, including all Contributors.

"*Licensed Third Party Distributor*" means a reseller/distributor having signed a redistribution/resale agreement in accordance with OSMC-PL and OSMC Bylaws, with an OSMC Level 2 organizational member which is not an Affiliate of the reseller/distributor, for distributing a product containing part(s) of OpenModelica. The Licensed Third Party Distributor shall only be allowed further redistribution to other resellers if the Level 2 member is granting such a right to it in the redistribution/resale agreement between the Level 2 member and the Licensed Third Party Distributor.

"*Affiliate*" shall mean any legal entity, directly or indirectly, through one or more intermediaries, controlling or controlled by or under common control with any other legal entity, as the case may be. For purposes of this definition, the term "control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a legal entity, whether through the ownership of voting securities, by contract or otherwise.

NO WARRANTY

EXCEPT AS EXPRESSLY SET FORTH IN THE BY RECIPIENT SELECTED SUBSIDIARY LICENSE CONDITIONS OF OSMC-PL, OPENMODELICA IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Each Recipient is solely responsible for determining the appropriateness of using and distributing OPENMODELICA and assumes all risks associated with its exercise of rights under OSMC-PL , including but not limited to the risks and costs of program errors, compliance with applicable laws, damage to or loss of data, programs or equipment, and unavailability or interruption of operations.

DISCLAIMER OF LIABILITY

EXCEPT AS EXPRESSLY SET FORTH IN THE BY RECIPIENT SELECTED SUBSIDIARY LICENSE CONDITIONS OF OSMC-PL, NEITHER RECIPIENT NOR ANY CONTRIBUTORS SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION

LOST PROFITS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OR DISTRIBUTION OF OPENMODELICA OR THE EXERCISE OF ANY RIGHTS GRANTED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

A Contributor licensing OpenModelica under OSMC-Internal-EPL or OSMC-External-EPL may choose to distribute (parts of) OpenModelica in object code form under its own license agreement, provided that:

a) it complies with the terms and conditions of OSMC-PL; or for the case of redistribution of OpenModelica together with proprietary code it is a dual license where the OpenModelica parts are distributed under OSMC-PL compatible conditions and the proprietary code is distributed under proprietary license conditions; and

b) its license agreement:

i) effectively disclaims on behalf of all Contributors all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose;

ii) effectively excludes on behalf of all Contributors all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits;

iii) states that any provisions which differ from OSMC-PL are offered by that Contributor alone and not by any other party; and

iv) states from where the source code for OpenModelica is available, and informs licensees how to obtain it in a reasonable manner on or through a medium customarily used for software exchange.

When OPENMODELICA is made available in source code form:

a) it must be made available under OSMC-PL; and

b) a copy of OSMC-PL must be included with each copy of OPENMODELICA.

c) a copy of the subsidiary license associated with the selected mode of OSMC-PL must be included with each copy of OPENMODELICA.

Contributors may not remove or alter any copyright notices contained within OPENMODELICA.

If there is a conflict between OSMC-PL and the subsidiary license conditions, OSMC-PL has priority.

This Agreement is governed by the laws of Sweden. The place of jurisdiction for all disagreements related to this Agreement, is Linköping, Sweden.

The EPL 1.0 license definition has been obtained from: http://www.eclipse.org/legal/epl-v10.html. It is also reproduced in Appendix B of the OSMC Bylaws, and in the OpenModelica distribution.

The AGPL Version 3 license definition has been obtained from https://www.gnu.org/licenses/licenses.html#GPL. It is also reproduced in Appendix C of the OSMC Bylaws, and in the OpenModelica distribution.

--- End of Definition of OSMC Public License ---

.

Appendix B – EPL – Eclipse Public License

(Obtained Oct 31, 2007, from http://www.eclipse.org/legal/epl-v10.html)

Eclipse Public License - v 1.0

THE ACCOMPANYING PROGRAM IS PROVIDED UNDER THE TERMS OF THIS ECLIPSE PUBLIC LICENSE ("AGREEMENT"). ANY USE, REPRODUCTION OR DISTRIBUTION OF THE PROGRAM CONSTITUTES RECIPIENT'S ACCEPTANCE OF THIS AGREEMENT.

1. DEFINITIONS

"*Contribution*" means:

a) in the case of the initial Contributor, the initial code and documentation distributed under this Agreement, and

b) in the case of each subsequent Contributor:

  i) changes to the Program, and

  ii) additions to the Program;

where such changes and/or additions to the Program originate from and are distributed by that particular Contributor. A Contribution 'originates' from a Contributor if it was added to the Program by such Contributor itself or anyone acting on such Contributor's behalf. Contributions do not include additions to the Program which: (i) are separate modules of software distributed in conjunction with the Program under their own license agreement, and (ii) are not derivative works of the Program.

"*Contributor*" means any person or entity that distributes the Program.

"*Licensed Patents* " mean patent claims licensable by a Contributor which are necessarily infringed by the use or sale of its Contribution alone or when combined with the Program.

"*Program*" means the Contributions distributed in accordance with this Agreement.

"*Recipient*" means anyone who receives the Program under this Agreement, including all Contributors.

2. GRANT OF RIGHTS

a) Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, distribute and sublicense the Contribution of such Contributor, if any, and such derivative works, in source code and object code form.

b) Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free patent license under Licensed Patents to make, use, sell, offer to sell, import and otherwise transfer the Contribution of such Contributor, if any, in source code and object code form. This patent license shall apply to the combination of the Contribution and the Program if, at the time the Contribution is added by the Contributor, such addition of the Contribution causes such combination to be covered by the Licensed Patents. The patent license shall not apply to any other combinations which include the Contribution. No hardware per se is licensed hereunder.

c) Recipient understands that although each Contributor grants the licenses to its Contributions set forth herein, no assurances are provided by any Contributor that the Program does not infringe the patent or other intellectual property rights of any other entity. Each Contributor disclaims any liability to Recipient for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a condition to exercising the rights and licenses granted hereunder, each Recipient hereby assumes sole responsibility to secure any other intellectual property rights needed, if any. For example,

16

if a third party patent license is required to allow Recipient to distribute the Program, it is Recipient's responsibility to acquire that license before distributing the Program.

d) Each Contributor represents that to its knowledge it has sufficient copyright rights in its Contribution, if any, to grant the copyright license set forth in this Agreement.

3. REQUIREMENTS

A Contributor may choose to distribute the Program in object code form under its own license agreement, provided that:

 a) it complies with the terms and conditions of this Agreement; and

 b) its license agreement:

> i) effectively disclaims on behalf of all Contributors all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose;

> ii) effectively excludes on behalf of all Contributors all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits;

> iii) states that any provisions which differ from this Agreement are offered by that Contributor alone and not by any other party; and

> iv) states that source code for the Program is available from such Contributor, and informs licensees how to obtain it in a reasonable manner on or through a medium customarily used for software exchange.

When the Program is made available in source code form:

 a) it must be made available under this Agreement; and

 b) a copy of this Agreement must be included with each copy of the Program.

Contributors may not remove or alter any copyright notices contained within the Program.

Each Contributor must identify itself as the originator of its Contribution, if any, in a manner that reasonably allows subsequent Recipients to identify the originator of the Contribution.

4. COMMERCIAL DISTRIBUTION

Commercial distributors of software may accept certain responsibilities with respect to end users, business partners and the like. While this license is intended to facilitate the commercial use of the Program, the Contributor who includes the Program in a commercial product offering should do so in a manner which does not create potential liability for other Contributors. Therefore, if a Contributor includes the Program in a commercial product offering, such Contributor ("Commercial Contributor") hereby agrees to defend and indemnify every other Contributor ("Indemnified Contributor") against any losses, damages and costs (collectively "Losses") arising from claims, lawsuits and other legal actions brought by a third party against the Indemnified Contributor to the extent caused by the acts or omissions of such Commercial Contributor in connection with its distribution of the Program in a commercial product offering. The obligations in this section do not apply to any claims or Losses relating to any actual or alleged intellectual property infringement. In order to qualify, an Indemnified Contributor must: a) promptly notify the Commercial Contributor in writing of such claim, and b) allow the Commercial Contributor to control, and cooperate with the Commercial Contributor in, the defense and any related settlement negotiations. The Indemnified Contributor may participate in any such claim at its own expense.

For example, a Contributor might include the Program in a commercial product offering, Product X. That Contributor is then a Commercial Contributor. If that Commercial Contributor then makes performance claims, or offers warranties related to Product X, those performance claims and warranties

are such Commercial Contributor's responsibility alone. Under this section, the Commercial Contributor would have to defend claims against the other Contributors related to those performance claims and warranties, and if a court requires any other Contributor to pay any damages as a result, the Commercial Contributor must pay those damages.

5. NO WARRANTY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PROGRAM IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Each Recipient is solely responsible for determining the appropriateness of using and distributing the Program and assumes all risks associated with its exercise of rights under this Agreement , including but not limited to the risks and costs of program errors, compliance with applicable laws, damage to or loss of data, programs or equipment, and unavailability or interruption of operations.

6. DISCLAIMER OF LIABILITY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER RECIPIENT NOR ANY CONTRIBUTORS SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OR DISTRIBUTION OF THE PROGRAM OR THE EXERCISE OF ANY RIGHTS GRANTED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. GENERAL

If any provision of this Agreement is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this Agreement, and without further action by the parties hereto, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

If Recipient institutes patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Program itself (excluding combinations of the Program with other software or hardware) infringes such Recipient's patent(s), then such Recipient's rights granted under Section 2(b) shall terminate as of the date such litigation is filed.

All Recipient's rights under this Agreement shall terminate if it fails to comply with any of the material terms or conditions of this Agreement and does not cure such failure in a reasonable period of time after becoming aware of such noncompliance. If all Recipient's rights under this Agreement terminate, Recipient agrees to cease use and distribution of the Program as soon as reasonably practicable. However, Recipient's obligations under this Agreement and any licenses granted by Recipient relating to the Program shall continue and survive.

Everyone is permitted to copy and distribute copies of this Agreement, but in order to avoid inconsistency the Agreement is copyrighted and may only be modified in the following manner. The Agreement Steward reserves the right to publish new versions (including revisions) of this Agreement from time to time. No one other than the Agreement Steward has the right to modify this Agreement. The Eclipse Foundation is the initial Agreement Steward. The Eclipse Foundation may assign the responsibility to serve as the Agreement Steward to a suitable separate entity. Each new version of the Agreement will be given a distinguishing version number. The Program (including Contributions) may always be distributed subject to the version of the Agreement under which it was received. In addition, after a new version of the Agreement is published, Contributor may elect to distribute the Program (including its Contributions) under the new version. Except as expressly stated in Sections 2(a) and 2(b)

above, Recipient receives no rights or licenses to the intellectual property of any Contributor under this Agreement, whether expressly, by implication, estoppel or otherwise. All rights in the Program not expressly granted under this Agreement are reserved.

This Agreement is governed by the laws of the State of New York and the intellectual property laws of the United States of America. No party to this Agreement will bring a legal action under this Agreement more than one year after the cause of action arose. Each party waives its rights to a jury trial in any resulting litigation.

Appendix C – GNU Affero General Public License Version 3

GNU AFFERO GENERAL PUBLIC LICENSE

Version 3, 19 November 2007

Copyright (C) 2007 Free Software Foundation, Inc. <http://fsf.org/>

Preamble

The GNU Affero General Public License is a free, copyleft license for software and other kinds of works, specifically designed to ensure cooperation with the community in the case of network server software.

The licenses for most software and other practical works are designed to take away your freedom to share and change the works. By contrast, our General Public Licenses are intended to guarantee your freedom to share and change all versions of a program--to make sure it remains free software for all its users.

When we speak of free software, we are referring to freedom, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for them if you wish), that you receive source code or can get it if you want it, that you can change the software or use pieces of it in new free programs, and that you know you can do these things.

Developers that use our General Public Licenses protect your rights with two steps: (1) assert copyright on the software, and (2) offer you this License which gives you legal permission to copy, distribute and/or modify the software.

A secondary benefit of defending all users' freedom is that improvements made in alternate versions of the program, if they receive widespread use, become available for other developers to incorporate. Many developers of free software are heartened and encouraged by the resulting cooperation. However, in the case of software used on network servers, this result may fail to come about. The GNU General Public License permits making a modified version and letting the public access it on a server without ever releasing its source code to the public.

The GNU Affero General Public License is designed specifically to ensure that, in such cases, the modified source code becomes available to the community. It requires the operator of a network server to provide the source code of the modified version running there to the users of that server. Therefore, public use of a modified version, on a publicly accessible server, gives the public access to the source code of the modified version.

An older license, called the Affero General Public License and published by Affero, was designed to accomplish similar goals. This is a different license, not a version of the Affero GPL, but Affero has released a new version of the Affero GPL which permits relicensing under this license.

The precise terms and conditions for copying, distribution and modification follow.

TERMS AND CONDITIONS

0. Definitions.

"This License" refers to version 3 of the GNU Affero General Public License.

"Copyright" also means copyright-like laws that apply to other kinds of works, such as semiconductor masks.

"The Program" refers to any copyrightable work licensed under this License. Each licensee is addressed as "you". "Licensees" and "recipients" may be individuals or organizations.

To "modify" a work means to copy from or adapt all or part of the work in a fashion requiring copyright permission, other than the making of an exact copy. The resulting work is called a "modified version" of the earlier work or a work "based on" the earlier work.

A "covered work" means either the unmodified Program or a work based on the Program.

To "propagate" a work means to do anything with it that, without permission, would make you directly or secondarily liable for infringement under applicable copyright law, except executing it on a computer or modifying a private copy. Propagation includes copying, distribution (with or without modification), making available to the public, and in some countries other activities as well.

To "convey" a work means any kind of propagation that enables other parties to make or receive copies. Mere interaction with a user through a computer network, with no transfer of a copy, is not conveying.

An interactive user interface displays "Appropriate Legal Notices" to the extent that it includes a convenient and prominently visible feature that (1) displays an appropriate copyright notice, and (2) tells the user that there is no warranty for the work (except to the extent that warranties are provided), that licensees may convey the work under this License, and how to view a copy of this License. If the interface presents a list of user commands or options, such as a menu, a prominent item in the list meets this criterion.

1. Source Code.

The "source code" for a work means the preferred form of the work for making modifications to it. "Object code" means any non-source form of a work.

A "Standard Interface" means an interface that either is an official standard defined by a recognized standards body, or, in the case of interfaces specified for a particular programming language, one that is widely used among developers working in that language.

The "System Libraries" of an executable work include anything, other than the work as a whole, that (a) is included in the normal form of packaging a Major Component, but which is not part of that Major Component, and (b) serves only to enable use of the work with that Major Component, or to implement a Standard Interface for which an implementation is available to the public in source code form. A "Major Component", in this context, means a major essential component (kernel, window system, and so on) of the specific operating system (if any) on which the executable work runs, or a compiler used to produce the work, or an object code interpreter used to run it.

The "Corresponding Source" for a work in object code form means all the source code needed to generate, install, and (for an executable work) run the object code and to modify the work, including scripts to control those activities. However, it does not include the work's System Libraries, or general-purpose tools or generally available free programs which are used unmodified in performing those activities but which are not part of the work. For example, Corresponding Source includes interface definition files associated with source files for the work, and the source code for shared libraries and dynamically linked subprograms that the work is specifically designed to require, such as by intimate data communication or control flow between those subprograms and other parts of the work.

The Corresponding Source need not include anything that users can regenerate automatically from other parts of the Corresponding Source.

The Corresponding Source for a work in source code form is that same work.

2. Basic Permissions.

All rights granted under this License are granted for the term of copyright on the Program, and are irrevocable provided the stated conditions are met. This License explicitly affirms your unlimited

permission to run the unmodified Program. The output from running a covered work is covered by this License only if the output, given its content, constitutes a covered work. This License acknowledges your rights of fair use or other equivalent, as provided by copyright law.

You may make, run and propagate covered works that you do not convey, without conditions so long as your license otherwise remains in force. You may convey covered works to others for the sole purpose of having them make modifications exclusively for you, or provide you with facilities for running those works, provided that you comply with the terms of this License in conveying all material for which you do not control copyright. Those thus making or running the covered works for you must do so exclusively on your behalf, under your direction and control, on terms that prohibit them from making any copies of your copyrighted material outside their relationship with you.

Conveying under any other circumstances is permitted solely under the conditions stated below. Sublicensing is not allowed; section 10 makes it unnecessary.

3. Protecting Users' Legal Rights From Anti-Circumvention Law.

No covered work shall be deemed part of an effective technological measure under any applicable law fulfilling obligations under article 11 of the WIPO copyright treaty adopted on 20 December 1996, or similar laws prohibiting or restricting circumvention of such measures.

When you convey a covered work, you waive any legal power to forbid circumvention of technological measures to the extent such circumvention is effected by exercising rights under this License with respect to the covered work, and you disclaim any intention to limit operation or modification of the work as a means of enforcing, against the work's users, your or third parties' legal rights to forbid circumvention of technological measures.

4. Conveying Verbatim Copies.

You may convey verbatim copies of the Program's source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice; keep intact all notices stating that this License and any non-permissive terms added in accord with section 7 apply to the code; keep intact all notices of the absence of any warranty; and give all recipients a copy of this License along with the Program.

You may charge any price or no price for each copy that you convey, and you may offer support or warranty protection for a fee.

5. Conveying Modified Source Versions.

You may convey a work based on the Program, or the modifications to produce it from the Program, in the form of source code under the terms of section 4, provided that you also meet all of these conditions:
- a) The work must carry prominent notices stating that you modified it, and giving a relevant date.
- b) The work must carry prominent notices stating that it is released under this License and any conditions added under section 7. This requirement modifies the requirement in section 4 to "keep intact all notices".
- c) You must license the entire work, as a whole, under this License to anyone who comes into possession of a copy. This License will therefore apply, along with any applicable section 7 additional terms, to the whole of the work, and all its parts, regardless of how they are packaged. This License gives no permission to license the work in any other way, but it does not invalidate such permission if you have separately received it.
- d) If the work has interactive user interfaces, each must display Appropriate Legal Notices; however, if the Program has interactive interfaces that do not display Appropriate Legal Notices, your work need not make them do so.

A compilation of a covered work with other separate and independent works, which are not by their nature extensions of the covered work, and which are not combined with it such as to form a larger program, in or on a volume of a storage or distribution medium, is called an "aggregate" if the

compilation and its resulting copyright are not used to limit the access or legal rights of the compilation's users beyond what the individual works permit. Inclusion of a covered work in an aggregate does not cause this License to apply to the other parts of the aggregate.

6. Conveying Non-Source Forms.

You may convey a covered work in object code form under the terms of sections 4 and 5, provided that you also convey the machine-readable Corresponding Source under the terms of this License, in one of these ways:

- a) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by the Corresponding Source fixed on a durable physical medium customarily used for software interchange.
- b) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by a written offer, valid for at least three years and valid for as long as you offer spare parts or customer support for that product model, to give anyone who possesses the object code either (1) a copy of the Corresponding Source for all the software in the product that is covered by this License, on a durable physical medium customarily used for software interchange, for a price no more than your reasonable cost of physically performing this conveying of source, or (2) access to copy the Corresponding Source from a network server at no charge.
- c) Convey individual copies of the object code with a copy of the written offer to provide the Corresponding Source. This alternative is allowed only occasionally and noncommercially, and only if you received the object code with such an offer, in accord with subsection 6b.
- d) Convey the object code by offering access from a designated place (gratis or for a charge), and offer equivalent access to the Corresponding Source in the same way through the same place at no further charge. You need not require recipients to copy the Corresponding Source along with the object code. If the place to copy the object code is a network server, the Corresponding Source may be on a different server (operated by you or a third party) that supports equivalent copying facilities, provided you maintain clear directions next to the object code saying where to find the Corresponding Source. Regardless of what server hosts the Corresponding Source, you remain obligated to ensure that it is available for as long as needed to satisfy these requirements.
- e) Convey the object code using peer-to-peer transmission, provided you inform other peers where the object code and Corresponding Source of the work are being offered to the general public at no charge under subsection 6d.

A separable portion of the object code, whose source code is excluded from the Corresponding Source as a System Library, need not be included in conveying the object code work.

A "User Product" is either (1) a "consumer product", which means any tangible personal property which is normally used for personal, family, or household purposes, or (2) anything designed or sold for incorporation into a dwelling. In determining whether a product is a consumer product, doubtful cases shall be resolved in favor of coverage. For a particular product received by a particular user, "normally used" refers to a typical or common use of that class of product, regardless of the status of the particular user or of the way in which the particular user actually uses, or expects or is expected to use, the product. A product is a consumer product regardless of whether the product has substantial commercial, industrial or non-consumer uses, unless such uses represent the only significant mode of use of the product.

"Installation Information" for a User Product means any methods, procedures, authorization keys, or other information required to install and execute modified versions of a covered work in that User Product from a modified version of its Corresponding Source. The information must suffice to ensure that the continued functioning of the modified object code is in no case prevented or interfered with solely because modification has been made.

If you convey an object code work under this section in, or with, or specifically for use in, a User Product, and the conveying occurs as part of a transaction in which the right of possession and use of the User Product is transferred to the recipient in perpetuity or for a fixed term (regardless of how the

transaction is characterized), the Corresponding Source conveyed under this section must be accompanied by the Installation Information. But this requirement does not apply if neither you nor any third party retains the ability to install modified object code on the User Product (for example, the work has been installed in ROM).

The requirement to provide Installation Information does not include a requirement to continue to provide support service, warranty, or updates for a work that has been modified or installed by the recipient, or for the User Product in which it has been modified or installed. Access to a network may be denied when the modification itself materially and adversely affects the operation of the network or violates the rules and protocols for communication across the network.

Corresponding Source conveyed, and Installation Information provided, in accord with this section must be in a format that is publicly documented (and with an implementation available to the public in source code form), and must require no special password or key for unpacking, reading or copying.

7. Additional Terms.

"Additional permissions" are terms that supplement the terms of this License by making exceptions from one or more of its conditions. Additional permissions that are applicable to the entire Program shall be treated as though they were included in this License, to the extent that they are valid under applicable law. If additional permissions apply only to part of the Program, that part may be used separately under those permissions, but the entire Program remains governed by this License without regard to the additional permissions.

When you convey a copy of a covered work, you may at your option remove any additional permissions from that copy, or from any part of it. (Additional permissions may be written to require their own removal in certain cases when you modify the work.) You may place additional permissions on material, added by you to a covered work, for which you have or can give appropriate copyright permission.

Notwithstanding any other provision of this License, for material you add to a covered work, you may (if authorized by the copyright holders of that material) supplement the terms of this License with terms:

- a) Disclaiming warranty or limiting liability differently from the terms of sections 15 and 16 of this License; or
- b) Requiring preservation of specified reasonable legal notices or author attributions in that material or in the Appropriate Legal Notices displayed by works containing it; or
- c) Prohibiting misrepresentation of the origin of that material, or requiring that modified versions of such material be marked in reasonable ways as different from the original version; or
- d) Limiting the use for publicity purposes of names of licensors or authors of the material; or
- e) Declining to grant rights under trademark law for use of some trade names, trademarks, or service marks; or
- f) Requiring indemnification of licensors and authors of that material by anyone who conveys the material (or modified versions of it) with contractual assumptions of liability to the recipient, for any liability that these contractual assumptions directly impose on those licensors and authors.

All other non-permissive additional terms are considered "further restrictions" within the meaning of section 10. If the Program as you received it, or any part of it, contains a notice stating that it is governed by this License along with a term that is a further restriction, you may remove that term. If a license document contains a further restriction but permits relicensing or conveying under this License, you may add to a covered work material governed by the terms of that license document, provided that the further restriction does not survive such relicensing or conveying.

If you add terms to a covered work in accord with this section, you must place, in the relevant source files, a statement of the additional terms that apply to those files, or a notice indicating where to find the applicable terms.

Additional terms, permissive or non-permissive, may be stated in the form of a separately written license, or stated as exceptions; the above requirements apply either way.

8. Termination.

You may not propagate or modify a covered work except as expressly provided under this License. Any attempt otherwise to propagate or modify it is void, and will automatically terminate your rights under this License (including any patent licenses granted under the third paragraph of section 11).

However, if you cease all violation of this License, then your license from a particular copyright holder is reinstated (a) provisionally, unless and until the copyright holder explicitly and finally terminates your license, and (b) permanently, if the copyright holder fails to notify you of the violation by some reasonable means prior to 60 days after the cessation.

Moreover, your license from a particular copyright holder is reinstated permanently if the copyright holder notifies you of the violation by some reasonable means, this is the first time you have received notice of violation of this License (for any work) from that copyright holder, and you cure the violation prior to 30 days after your receipt of the notice.

Termination of your rights under this section does not terminate the licenses of parties who have received copies or rights from you under this License. If your rights have been terminated and not permanently reinstated, you do not qualify to receive new licenses for the same material under section 10.

9. Acceptance Not Required for Having Copies.

You are not required to accept this License in order to receive or run a copy of the Program. Ancillary propagation of a covered work occurring solely as a consequence of using peer-to-peer transmission to receive a copy likewise does not require acceptance. However, nothing other than this License grants you permission to propagate or modify any covered work. These actions infringe copyright if you do not accept this License. Therefore, by modifying or propagating a covered work, you indicate your acceptance of this License to do so.

10. Automatic Licensing of Downstream Recipients.

Each time you convey a covered work, the recipient automatically receives a license from the original licensors, to run, modify and propagate that work, subject to this License. You are not responsible for enforcing compliance by third parties with this License.

An "entity transaction" is a transaction transferring control of an organization, or substantially all assets of one, or subdividing an organization, or merging organizations. If propagation of a covered work results from an entity transaction, each party to that transaction who receives a copy of the work also receives whatever licenses to the work the party's predecessor in interest had or could give under the previous paragraph, plus a right to possession of the Corresponding Source of the work from the predecessor in interest, if the predecessor has it or can get it with reasonable efforts.

You may not impose any further restrictions on the exercise of the rights granted or affirmed under this License. For example, you may not impose a license fee, royalty, or other charge for exercise of rights granted under this License, and you may not initiate litigation (including a cross-claim or counterclaim in a lawsuit) alleging that any patent claim is infringed by making, using, selling, offering for sale, or importing the Program or any portion of it.

11. Patents.

A "contributor" is a copyright holder who authorizes use under this License of the Program or a work on which the Program is based. The work thus licensed is called the contributor's "contributor version".

A contributor's "essential patent claims" are all patent claims owned or controlled by the contributor, whether already acquired or hereafter acquired, that would be infringed by some manner, permitted by this License, of making, using, or selling its contributor version, but do not include claims that would be infringed only as a consequence of further modification of the contributor version. For purposes of this definition, "control" includes the right to grant patent sublicenses in a manner consistent with the requirements of this License.

Each contributor grants you a non-exclusive, worldwide, royalty-free patent license under the contributor's essential patent claims, to make, use, sell, offer for sale, import and otherwise run, modify and propagate the contents of its contributor version.

In the following three paragraphs, a "patent license" is any express agreement or commitment, however denominated, not to enforce a patent (such as an express permission to practice a patent or covenant not to sue for patent infringement). To "grant" such a patent license to a party means to make such an agreement or commitment not to enforce a patent against the party.

If you convey a covered work, knowingly relying on a patent license, and the Corresponding Source of the work is not available for anyone to copy, free of charge and under the terms of this License, through a publicly available network server or other readily accessible means, then you must either (1) cause the Corresponding Source to be so available, or (2) arrange to deprive yourself of the benefit of the patent license for this particular work, or (3) arrange, in a manner consistent with the requirements of this License, to extend the patent license to downstream recipients. "Knowingly relying" means you have actual knowledge that, but for the patent license, your conveying the covered work in a country, or your recipient's use of the covered work in a country, would infringe one or more identifiable patents in that country that you have reason to believe are valid.

If, pursuant to or in connection with a single transaction or arrangement, you convey, or propagate by procuring conveyance of, a covered work, and grant a patent license to some of the parties receiving the covered work authorizing them to use, propagate, modify or convey a specific copy of the covered work, then the patent license you grant is automatically extended to all recipients of the covered work and works based on it.

A patent license is "discriminatory" if it does not include within the scope of its coverage, prohibits the exercise of, or is conditioned on the non-exercise of one or more of the rights that are specifically granted under this License. You may not convey a covered work if you are a party to an arrangement with a third party that is in the business of distributing software, under which you make payment to the third party based on the extent of your activity of conveying the work, and under which the third party grants, to any of the parties who would receive the covered work from you, a discriminatory patent license (a) in connection with copies of the covered work conveyed by you (or copies made from those copies), or (b) primarily for and in connection with specific products or compilations that contain the covered work, unless you entered into that arrangement, or that patent license was granted, prior to 28 March 2007.

Nothing in this License shall be construed as excluding or limiting any implied license or other defenses to infringement that may otherwise be available to you under applicable patent law.

12. No Surrender of Others' Freedom.

If conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot convey a covered work so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not convey it at all. For example, if you agree to terms that obligate you to collect a royalty for further conveying from those to whom you convey the Program, the only way you could satisfy both those terms and this License would be to refrain entirely from conveying the Program.

13. Remote Network Interaction; Use with the GNU General Public License .

Notwithstanding any other provision of this License, if you modify the Program, your modified version must prominently offer all users interacting with it remotely through a computer network (if your version supports such interaction) an opportunity to receive the Corresponding Source of your version by providing access to the Corresponding Source from a network server at no charge, through some standard or customary means of facilitating copying of software. This Corresponding Source shall include the Corresponding Source for any work covered by version 3 of the GNU General Public License that is incorporated pursuant to the following paragraph.

Notwithstanding any other provision of this License, you have permission to link or combine any covered work with a work licensed under version 3 of the GNU General Public License into a single combined work, and to convey the resulting work. The terms of this License will continue to apply to the part which is the covered work, but the work with which it is combined will remain governed by version 3 of the GNU General Public License.

14. Revised Versions of this License.

The Free Software Foundation may publish revised and/or new versions of the GNU Affero General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

Each version is given a distinguishing version number. If the Program specifies that a certain numbered version of the GNU Affero General Public License "or any later version" applies to it, you have the option of following the terms and conditions either of that numbered version or of any later version published by the Free Software Foundation. If the Program does not specify a version number of the GNU Affero General Public License, you may choose any version ever published by the Free Software Foundation.

If the Program specifies that a proxy can decide which future versions of the GNU Affero General Public License can be used, that proxy's public statement of acceptance of a version permanently authorizes you to choose that version for the Program.

Later license versions may give you additional or different permissions. However, no additional obligations are imposed on any author or copyright holder as a result of your choosing to follow a later version.

15. Disclaimer of Warranty.

THERE IS NO WARRANTY FOR THE PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE PROGRAM "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

16. Limitation of Liability.

IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MODIFIES AND/OR CONVEYS THE PROGRAM AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE PROGRAM TO OPERATE WITH ANY OTHER PROGRAMS), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Interpretation of Sections 15 and 16.

If the disclaimer of warranty and limitation of liability provided above cannot be given local legal effect according to their terms, reviewing courts shall apply local law that most closely approximates an absolute waiver of all civil liability in connection with the Program, unless a warranty or assumption of liability accompanies a copy of the Program in return for a fee.

END OF TERMS AND CONDITIONS

How to Apply These Terms to Your New Programs

If you develop a new program, and you want it to be of the greatest possible use to the public, the best way to achieve this is to make it free software which everyone can redistribute and change under these terms.

To do so, attach the following notices to the program. It is safest to attach them to the start of each source file to most effectively state the exclusion of warranty; and each file should have at least the "copyright" line and a pointer to where the full notice is found.

```
<one line to give the program's name and a brief idea of what it does.>
Copyright (C) <year>  <name of author>

This program is free software: you can redistribute it and/or modify
it under the terms of the GNU Affero General Public License as
published by the Free Software Foundation, either version 3 of the
License, or (at your option) any later version.

This program is distributed in the hope that it will be useful,
but WITHOUT ANY WARRANTY; without even the implied warranty of
MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE.  See the
GNU Affero General Public License for more details.

You should have received a copy of the GNU Affero General Public License
along with this program.  If not, see <https://www.gnu.org/licenses/>.
```
Also add information on how to contact you by electronic and paper mail.

If your software can interact with users remotely through a computer network, you should also make sure that it provides a way for users to get its source. For example, if your program is a web application, its interface could display a "Source" link that leads users to an archive of the code. There are many ways you could offer source, and different solutions will be better for different programs; see section 13 for the specific requirements.

You should also get your employer (if you work as a programmer) or school, if any, to sign a "copyright disclaimer" for the program, if necessary. For more information on this, and how to apply and follow the GNU AGPL, see https://www.gnu.org/licenses/.

Appendix D – OpenModelica Run-time System Public License

--- Start of Definition of OpenModelica Run-time System Public License ---

Copyright (c) 1998-*CurrentYear*, Open Source Modelica Consortium (OSMC), c/o Linköpings universitet, Department of Computer and Information Science, SE-58183 Linköping, Sweden. All rights reserved.

THIS PROGRAM IS PROVIDED UNDER THE TERMS OF THE BSD NEW LICENSE OR THE AGPL VERSION 3 LICENSE OR THE OSMC PUBLIC LICENSE (OSMC-PL) VERSION 1.8. ANY USE, REPRODUCTION OR DISTRIBUTION OF THIS PROGRAM CONSTITUTES RECIPIENT'S ACCEPTANCE OF THE BSD NEW LICENSE OR THE OSMC PUBLIC LICENSE OR THE AGPL VERSION 3, ACCORDING TO RECIPIENTS CHOICE.

The OpenModelica software and the OSMC (Open Source Modelica Consortium) Public License (OSMC-PL) are obtained from OSMC, either from the above address, from the URLs: http://www.openmodelica.org or https://github.com/OpenModelica/ or http://www.ida.liu.se/projects/OpenModelica, and in the OpenModelica distribution. GNU AGPL version 3 is obtained from: https://www.gnu.org/licenses/licenses.html#GPL. The BSD NEW License is obtained from: http://www.opensource.org/licenses/BSD-3-Clause.

This program is distributed WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS EXPRESSLY SET FORTH IN THE BY RECIPIENT SELECTED SUBSIDIARY LICENSE CONDITIONS OF OSMC-PL.

--- End of OpenModelica Run-time System Public License ---

The line: "*This file belongs to the OpenModelica Run-Time System*" together with the above *OpenModelica Run-time System Public License* text should be placed at the top of all OpenModelica source files belonging to the *OpenModelica Run-Time System*.

Appendix E – The BSD New License

The BSD New License – Generic Form

(Obtained May 20, 2012, from http://www.opensource.org/licenses/BSD-3-Clause)

Copyright (c) <YEAR>, <OWNER>

All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

- Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- Neither the name of the <ORGANIZATION> nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT OWNER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

The BSD New License – As Used for the OpenModelica Run-Time System

Copyright (c) 1998-*CurrentYear*, Open Source Modelica Consortium (OSMC), c/o Linköpings universitet, Department of Computer and Information Science, SE-58183 Linköping, Sweden. All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

- Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- Neither the name of the Open Source Modelica Consortium nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO,

Appendix F – Copyright Transfer Agreement Template

[*Note: Signing this copyright transfer agreement is an optional complement, if the partners so wish, since copyright transfer of OpenModelica contributions to Open Source Modelica Consortium is explicit upon using or contributing to OpenModelica according to the OSMC-PL license.*]

Copyright Transfer Agreement

between

Open Source Modelica Consortium
Linköping
Sweden

– hereinafter called "OSMC" –

and

For one contributor:

<Contributor Address>

– hereinafter called "contributors" –

For several contributors:

<Contributor Address 1>

and

<Contributor Address2>

....

– all of them together hereinafter called "contributors" –

Preamble

The contributors have developed material for OpenModelica (further defined in §1 and hereinafter called "contractual material"). The contributors wish the contractual material to be available as open-source under the OSMC-PL License, as specified in the Open Source Modelica Consortium (OSMC) Bylaws. Hence the contributors intend to transfer the contractual material to OSMC, which as a non-profit, non-governmental organization provides OpenModelica (licensed from Open Source Modelica Consortium) as open source under OSMC-PL. OSMC intends to provide the contractual material as open source material under OSMC-PL and to organize the further development of it. Based on this background, the contractual partners agree on the following:

§ 1
Contractual Material

[*The following template table to be replaced by the actual description*]

Select	Overview description of contractual material	
☐	New OpenModelica Module or Set of Modules	
	Name:	
	Content:	
☐	Contribution to existing OpenModelica Module or Set of Modules	
	Name:	
	New Content:	
☐	New Document	
	Name:	
	Content:	
☐	Contribution to existing Document	
	Name	
	Content:	
☐	Other Material	
	Name:	
	Content:	

§ 2
Transfer of the Contractual Material to Open Source Modelica Consortium

The contributors transfer the ownership and the copyright of the contractual material to Open Source Modelica Consortium (OSMC) with all rights and obligations connected thereto upon the effective date of this agreement according to §6. The transfer of the contractual material from the contributors to OSMC is free of charge. It is required that OSMC provides the contractual material as open source under the OSMC-PL License. The further development of the contractual material is organized according to the actual OSMC bylaws.

§3
License from OSMC to the Contributors

Upon the effective date of this agreement according to §6, OSMC grants the contributors a non-exclusive, world-wide, transferable, free of charge, perpetual license, including sublicensing rights, to use, have used, modify, have modified, reproduce and or have reproduced the contractual material, for business and other purposes, including but not limited to evaluation, development, testing, integration and merging with other software and distribution. The disclaimer in OSMC-PL applies to this license.

§4
Provision as Open Source

OSMC is obliged to provide the contractual material as open source according to the OSMC-PL license.

§5
Warranty/Liability

To the best of their knowledge, the contributors warrant that they have the copyright on the contractual material and that the contractual material does not infringe any third party intellectual property rights, such as patents, trademarks, copyright.

In terms of the fact that the contractual material is transferred to OSMC free of charge, warranty claims no matter of what kind are excluded. In particular it is not warranted that the contractual material is error-free and useful for the application areas desired by OSMC and third party users.

The contributors are liable only in cases of intent or gross negligence, regardless of the legal nature of the claim. In cases of gross negligence, however, the liability is limited to the typical, foreseeable damage as well as to an amount of 1000 Euro. Any further liability of the contributors is explicitly excluded.

§ 6
Duration of the agreement

This agreement comes into force upon signature of all contractual partners and is concluded for an unlimited period of time. The contractual material must be provided to OSMC by the contributors within one month of signing this agreement.

§ 7
Miscellaneous

The contractual language is English. No verbal ancillary agreements have been made. Changes and additions to this agreement must appear in writing to be valid. This also applies to changing the clause pertaining to written form.

Swedish law applies. The place of jurisdiction for all disagreements arising out of this contractual relationship is Linköping, Sweden.

Should a provision contained in this agreement become invalid due to legal or factual reasons, the other provisions will remain in effect. The contractual partners will replace the invalid provision with a new provision that approximates the economic and scientific meaning of the original provision as closely as possible.

Linköping, on _____

_____

Open Source Modelica Consortium

XXXXX, on _____

_____

Contributor 1

XXXXX, on _____

_____

Contributor 2

....

Appendix G – SME – Small and Medium-sized Enterprise, and Headcount

An enterprise is considered as an SME, taking into account its partner enterprises and/or linked enterprises

- employs fewer than 250 persons;
- has an annual turnover not exceeding EUR 50 million, and/or an annual balance sheet total not exceeding EUR 43 million.

The headcount corresponds to the number of annual work units (AWU), i.e. the number of persons who worked full-time within the enterprise in question or on its behalf during the entire reference year under consideration. The work of persons who have not worked the full year, the work of those who have worked part-time, regardless of duration, and the work of seasonal workers are counted as fractions of AWU. The staff consists of:

(a) employees;

(b) persons working for the enterprise being subordinated to it and deemed to be employees under national law;

(c) owner-managers;

(d) partners engaging in a regular activity in the enterprise and benefiting from financial advantages from the enterprise.

ATTENTION: Apprentices or students engaged in vocational training with an apprenticeship or vocational training contract can not be included as staff. The duration of maternity or parental leaves is also not counted.

The data to apply to the financial amounts (e.g. turnover and balance sheet), as well as to the headcount of staff, are those relating to the latest approved accounting period and calculated on an annual basis. They are taken into account from the date of closure of the accounts. The amount selected for the turnover is calculated excluding value added tax (VAT) and other indirect taxes.

In the case of newly-established enterprises whose accounts have not yet been approved, the data to apply is to be derived from a bona fide estimate made in the course of the financial year.

Appendix H – Application Form for New OSMC Individual Members

[*An individual OSMC membership application should contain approximately the following:*]

Date. yyyy-month-day

To:
    Open Source Modelica Consortium (OSMC)
    c/o Linköpings universitet
    Department of Computer and Information Science
    SE-581 83 Linköping
    Sweden

From:
    Name-of-individual
    Full address
    Country
    Telephone:
    Email:

Regarding Individual Membership in the Open Source Modelica Consortium (OSMC)

I hereby apply for membership in the Open Source Modelica Consortium based on my contributions [briefly describe your contributions].
If accepted as a member, I agree to follow the Bylaws of the Open Source Modelica Consortium.

....
[*signature*]

....
[*Clearly written name*]

My date of birth: ....

Appendix I – Application Form for New OSMC Organizational Members

[*An organizational OSMC membership application should contain approximately the following:*]

Date. yyyy-month-day

To:
 Open Source Modelica Consortium (OSMC)
 c/o Linköpings universitet
 Department of Computer and Information Science
 SE-581 83 Linköping
 Sweden

From:
 Name-of-organization
 Full address
 Country
 Telephone:
 Email:
 Registered organization number or equivalent

Application for Organizational Membership in the Open Source Modelica Consortium (OSMC)

Organization-name hereby applies for membership in the Open Source Modelica Consortium [mention membership levels, Level 1 or Level 2, and possible sponsorship levels].

If accepted as a member of OSMC, *Organization-name* agrees to follow its Bylaws.

....
[*signature by authorized person*]

....
[*Clearly written name*]

Administrative contact:
Name, Email, phone.

Technical contact:
Name, Email, phone.

Proposed initial OSMC representative of *Organization-name* in OSMC:
Name, Email, phone.

Appendix J – Rationale of the OSMC and these Bylaws

[*All text in this Appendix is commentary:*

Short rationale and motivation regarding creating OSMC and these bylaws:

- *To insure long-term continued development and maintenance of OpenModelica, as well as coordinating technical contributions of OpenModelica and the web site, there is a need for resources. Efforts made by PhD students part-time may not be enough in the long run. The goal is to support a small development and maintenance team, initially a full-time person, to respond to the needs of the OSMC members.*
- *The previous OpenModelica Berkeley open source licensing scheme does not encourage contributions from companies, since companies contributing have very little additional benefits over companies not contributing.*
- *Motivation for creation of a consortium: it regulates the benefits and obligations of the members, and creates incentives for common contributions to OpenModelica, and for sharing costs.*
- *Motivation for the original internet publication and Copyright of Linköping University, a stable organization with long-term commitment for free development and dissemination of knowledge, independent of specific commercial interests, provides long-term stability and guarantees for accessibility. The online internet publication of OpenModelica by Linköping University is somewhat analogous to the online publication of documents by Linköping University Electronic Press.*
- *Motivation for transfer of the Copyright from Linköping University to OSMC after three years: The OSMC has become a more mature and stable organization, an increasing fraction of open source contributions to OpenModelica are coming from other OSMC members than Linköping University, and it is more standard that an international open source organization owns the Copyright to the software it is developing and distributing.*
- *Motivation of introduction of the BSD (Berkeley) license for the OpenModelica Run-time system in version 1.3: The code generated from a piece of original source code fed into the OpenModelica compiler should be available according to the same Copyright and license as the original source code.*

]

Appendix K – Directly Funded Development (DFD)

The OSMC members and non-members shall have the opportunity to request specific enhancements or accelerate the development of a certain functionality and/or industrial grade quality aspects (e.g. robustness, performance, documentation, etc.) by providing additional funding based on a development contract with the OSMC, according to the following conditions (minor deviations are allowed):

When a DFD is requested the OSMC Director shall provide an estimate of the development effort to the OSMC board. The majority of the OSMC board needs to agree to respond to the requester with an offering by considering that:
- The required additional development resources are available,
- The requested development is not against the long-term development goals of the OSMC,
- The risk is manageable.

The offering shall be the basis for the development contract defining:
- The deliverable (a specified functionality or specific interface)
- The acceptance criteria.
- The delivery date.
- The development cost.

The standard contribution amount for a DFD (however, might be more for large functionality enhancements) may be similar to Consortium membership Level 2 fees. Contributors may either fund specific improvements, or be regular contributors (with yearly meeting and development plan).

Several stake-holders can collaborate in proposing a DFD, and share the costs.

It is proposed that a percentage (e.g. 30%), of all DFD funding is reserved for ensuring that the software fulfils industry-grade quality standards, i.e., work on maintenance, testing, optimization, and documentation, which will ensure the long-term viability of OpenModelica. For example, this can include: bug fixing (with priority for bugs spotted by contributors), scaled-up testing and validation, development administration and support (servers, coding standards, and development rules), code optimization, documentation, APIs (creating and maintaining clear well-defined APIs to facilitate software usage and integration).

A development contract for a DFD shall be signed by the OSMC director, or the OSMC vice director, or the OSMC Chairman, on behalf of the OSMC board.

The developed functionality is delivered as contribution to the OpenModelica environment.

Appendix L – Maintenance and Support Agreement (MSA)

OSMC members shall have the opportunity to subscribe to an enhanced Maintenance and Support Agreement (MSA) in addition to the support included in their membership. The conditions are approximately as follows. The exact conditions are specified in a contract between the OSMC member and OSMC.

Such an agreement allows the subscribed member to ask for bug fixes (with priority) in the latest release branch. These requests will be handled with high priority and the subscriber shall be notified frequently about the status of work. The MSA fee shall be a percentage of the annual fee but not less than 6000€/year.

The MSA shall define:
- The supported versions of the MSL.
- The supported Modelica libraries.
- The supported OpenModelica releases (start and end date).

The OSMC board may decide to extend the scope of the MSA with respect to library coverage.