

BYLAWS for the Open Source Modelica Consortium (OSMC)

December 4, 2007

Adopted at the statutory annual meeting in Linköping on December 4, 2007.

§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 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 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 OSMC 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 Linköpings universitet, either from the university address (see below), or from the OpenModelica website [*Note: OpenModelica version 1.4.3, July 2007, includes the OpenModelica Compiler (OMC) and the MetaModelica compiler, the OpenModelica MDT Eclipse plug-in, the ModelicaML UML Profile, the OMNotebook, a test suite, and documentation*].
- OpenModelica website – <http://www.ida.liu.se/projects/OpenModelica>, as well as 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.
- EPL – Eclipse Public License, see definition in Appendix B.
- GPL – Gnu Public License, see definition in Appendix C.
- SME – Small and MEdium-sized enterprise, see definition in Appendix E.
- 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.
- 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 Role of Linköpings universitet in OSMC

Linköpings universitet is the Copyright owner of OpenModelica.

Linköpings universitet 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 receive reasonable payment from OSMC, for covering the costs of this online availability, within the resources available to OSMC.

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.

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

Linköpings universitet and OSMC has signed or will shortly sign an agreement, according to which Linköpings universitet grants to OSMC an exclusive licence to OpenModelica, to enable OSMC to further sublicense OpenModelica to any party according to OSMC-PL, and to allow OSMC to sublicense a Contribution License (§1.6) of a Contribution to the corresponding Contributor(s).

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

§1.6 Copyright Transfer and Contribution License to Contributors

As stated in §1.5, Linköpings universitet is the sole Copyright holder of OpenModelica, including all its parts and modules, and sublicenses this to OSMC for further sublicensing to any party according to OSMC-PL. [*To make this possible, Linköpings universitet 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 Linköpings universitet, 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 THIS OSMC PUBLIC LICENSE (OSMC-PL). ANY USE, REPRODUCTION OR DISTRIBUTION OF THIS PROGRAM CONSTITUTES RECIPIENT'S ACCEPTANCE OF THE OSMC PUBLIC LICENSE.

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 Linköpings universitet, 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 applies 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 weeks 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 OSMC-GPL option of the OSMC Public License as specified in Appendix A. [*Note that the OSMC Public License is different from and incompatible with GPL. Therefore it is not possible to include any GPL-licensed contribution into OpenModelica.*] 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.
- 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 Users 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 membership 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. 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.

The table below shows the initial annual fee at the time of creation of the OSMC. The levels of the annual fee are determined once a year by the Annual Meeting.

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	6000	7 000	20 000
Org – Medium company, SME	> 50, ≤ 250	3000	5 000	10 000
Org – Small company, SME	>5, ≤ 50	2000	3000	5000
Org – Very Small Company, SME	≤ 5	1000	2000	3000
Org – Large Non-profit	Group size > 10	1000	3000	5000
Org – Small Non-profit	Group size ≤ 10	500	2000	3000
Individual member	1	0	2000	3000

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 membership 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.

§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, provided the member pays a one-time additional fee to OSMC corresponding to twice the most recent annual fee for that member. 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 membership 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 F.

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 membership 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 membership]*.

§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 meet 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) Additional members of The Board.
 - e) 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 Open Modelica 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 membership 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 membership 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 membership 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.

Linköpings universitet should be represented in the board.

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

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

§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 six 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 three weeks 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 and the 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 Linköpings universitet in the previous paragraph, which still hold, the following applies: after dissolution of OSMC, Linköpings universitet, i.e., the OpenModelica copyright holder subject to § 1.6, 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 1.0

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

Copyright (c) 1998-*CurrentYear*, Linköpings universitet, Department of Computer and Information Science, SE-58183 Linköping, Sweden. All rights reserved.

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The OpenModelica software and the OSMC (Open Source Modelica Consortium) Public License (OSMC-PL) are obtained from Linköpings universitet, either from the above address, from the URL: <http://www.ida.liu.se/projects/OpenModelica>, and in the OpenModelica distribution.

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 *of OSMC Public License Header* ---

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

- Any party (member or non-member of OSMC) may only use and redistribute OpenModelica under OSMC-GPL conditions.
- 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 licence modes:

- OSMC-GPL = These OSMC Public license conditions together with Strict GPL3, i.e. GPL version 3 with the additional conditions that an application program (i.e., not an operating system) that integrates and calls parts of OpenModelica (also including the case of executing parts of OpenModelica as another process), must be made freely available and easily accessible as open source. [*Comment: note that the OSMC Public License, also its OSMC-GPL mode, is different from and incompatible with GPL. Therefore it is not possible to include any GPL-licensed contribution into OpenModelica.*]
- 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).
- 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 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 is 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 GPL version 3.0 for OSMC-GPL, and by EPL for OSMC-Internal-EPL and OSMC-External-EPL.

"*OSMC-PL*" means:

Open Source Modelica Consortium Public License version 1.0, 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 1.0, 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;

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Version 3, 29 June 2007

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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 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,
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MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the
GNU General Public License for more details.
```

```
You should have received a copy of the GNU General Public License
along with this program. If not, see <http://www.gnu.org/licenses/>.
```

Also add information on how to contact you by electronic and paper mail.

If the program does terminal interaction, make it output a short notice like this when it starts in an interactive mode:

```
<program> Copyright (C) <year> <name of author>
This program comes with ABSOLUTELY NO WARRANTY; for details type `show w'.
```

This is free software, and you are welcome to redistribute it under certain conditions; type ``show c'` for details.

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Appendix D – 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 Linköpings universitet 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 Linköpings universitet) 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]

<i>Select</i>	<i>Overview description of contractual material</i>	
<input type="checkbox"/>	New OpenModelica Module or Set of Modules	
	Name:	
	Content:	
<input type="checkbox"/>	Contribution to existing OpenModelica Module or Set of Modules	
	Name:	
	New Content:	
<input type="checkbox"/>	New Document	
	Name:	
	Content:	
<input type="checkbox"/>	Contribution to existing Document	
	Name	
	Content:	
<input type="checkbox"/>	Other Material	
	Name:	
	Content:	

§ 2

Transfer of the Contractual Material to Linköpings universitet

The contributors transfer the ownership and the copyright of the contractual material to Linköpings universitet 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 Linköpings universitet 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 Linköpings universitet 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 E – 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 F – 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 G – 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 H – 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 current 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 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.*

]