

BYLAWS for the Open Source Modelica Consortium (OSMC)

Version 1.7, April 4, 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

§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 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 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.
- GPL – Gnu 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 GPL 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 GPL 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 GPL 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	6600	7700	22 000
Org – Medium company, SME	> 50, ≤ 250	3300	5500	11 000
Org – Small company, SME	>5, ≤ 50	2200	3300	5500
Org – Very Small Company, SME	≤ 5	1100	2200	3300
Org – Large Non-profit	Group size > 10	1100	3300	5500
Org – Small Non-profit	Group size ≤ 10	550	2200	3300
Individual member	1	0	2200	3300

§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 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.

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.

[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 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) 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 1.2

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

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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 (GPL, OSMC-Internal-EPL, OSMC-External-EPL) for use and redistribution, in source and/or binary/object-code form:

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

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Version 3, 29 June 2007

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```
<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  
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the Free Software Foundation, either version 3 of the License, or  
(at your option) any later version.
```

```
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```

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

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```
<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.
```

The hypothetical commands `show w' and `show c' should show the appropriate parts of the General Public License. Of course, your program's commands might be different; for a GUI interface, you would use an “about box”.

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Appendix D – OpenModelica Run-time System Public License

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

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

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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>)

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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]

<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 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.