

## NS-3 CONSORTIUM ESTABLISHMENT AGREEMENT

This NS-3 Consortium Establishment Agreement (“Agreement”), effective as of \_\_\_\_\_, 2012 is between:

### INSTITUT NATIONAL DE RECHERCHE EN INFORMATIQUE ET EN AUTOMATIQUE

A Public Institution of a scientific and technological nature under decree 85-831 of August 2, 1982,  
Domiciled at Domaine de Voluceau - Rocquencourt - BP 105 - 78153 Le Chesnay Cedex - France,  
Represented by M. Michel COSNARD, President CEO, and by commission by M. Gérard GIRAUDON, Director of Centre INRIA SOPHIA ANTIPOLIS - MEDITERRANNEE,

Hereafter referred to as “Inria”

*AND:*

### UNIVERSITY OF WASHINGTON

A public institution of higher education and an agency of the State of Washington with its principal campus located in Seattle, Washington, USA,  
Represented by the Director of Sponsored Programs, Office of Sponsored Programs,

Hereafter referred to as “University of Washington”

### PREAMBLE:

WHEREAS Inria is a public research institute, duly organized under French Law, carrying out several missions in domain of NTIC including fundamental and applicative research, dissemination of knowledge, standardization and technology transfer.

WHEREAS the University of Washington is a public institution of higher education and an agency of the State of Washington carrying out several missions including education and fundamental and application research, dissemination of knowledge, standardization and technology transfer.

WHEREAS NS-3 is a discrete-event network simulator computer and information technology for Internet systems, targeted primarily for research and educational use and which development is strongly supported by NSF, via the University of Washington, by Inria, as well as by an increasing open-source community, mainly composed of academics.

WHEREAS NS-3 software is distributed under the GNU GPL v2 license on the website and opened to the submission of contribution from individuals or moral persons, and the submission of such contributions is not subject to the assignment of rights in favor of Inria, University of Washington or any other entity contributing to NS-3.

WHEREAS the University of Washington and Inria wish to increase NS-3's impact and use, in order to enable the software to become a standard in the field of Internet systems.

WHEREAS the University of Washington and Inria wish to ensure NS-3 software's durability, but also to increase its visibility in Industry.

WHEREAS the University of Washington and Inria wish to create a Consortium in relation with NS-3, which could coexist with NS-3's open source community of developers.

WHEREAS, that on 15 July 2010 the NS-3 CONSORTIUM ESTABLISHMENT AGREEMENT (ref Inria 4958) was signed between University of Washington and Inria, considering that other institutions want to join the Consortium NS-3, University of Washington and Inria agreed to the addition of new but have decided to make a new NS-3 CONSORTIUM ESTABLISHMENT AGREEMENT to define the respective rights and obligations of Founding Executive Members (University of Washington and Inria), Executive Members, and Consortium Members.

WHEREAS, in order to effectuate the foregoing, Inria and University of Washington also signed an Amendment to terminate NS-3 CONSORTIUM ESTABLISHMENT AGREEMENT (ref Inria 4958).

WHEREAS the University of Washington and Inria, who are Founding Executive Members of the Consortium, want to integrate new parties of the NS-3 Consortium (Executive Members) and sign a new NS-3 CONSORTIUM ESTABLISHMENT AGREEMENT in order to clarify the entry procedure, the rights and obligations of all parties.

#### DEFINITIONS:

NS-3 software discrete-event network simulator for Internet systems, targeted primarily for research and educational use, distributed under the GNU GPL v2 license and available on the website [www.nsnam.org](http://www.nsnam.org). NS-3 software integrates components and modifications submitted by various contributors with a compatible software license, without any other assignment of copyrights in the contribution.

NS-3 Maintainers: main contributors of NS-3 software, who are responsible of approving or not contributions submitted to the NS-3 project to be integrated in the NS-3 software. The list of Maintainers is available on the website [www.nsnam.org](http://www.nsnam.org).

Founding Executive Members: the University of Washington and Inria

Executive Members: members who have signed the NS-3 Consortium Executive Membership Agreement (either Appendix 3 or Appendix 4). Executive Members wish to support the aims and objectives of the NS-3 Consortium but not eligible or desirous to be a Consortium Member. For the avoidance of doubt, Executive Members shall not pay any annual dues.

Consortium Members: members who have signed the Application Form (Appendix 1).

Members: collectively, the three kinds of members of the Consortium (Founding Executive Members, Executive Members, Consortium Members).

#### ARTICLE 1 - PURPOSE AND GENERAL ORGANIZATION OF THE CONSORTIUM:

The purpose of the Agreement is to define the terms and conditions according to which a NS-3 Consortium (the “Consortium”) will be established with the following objectives to be achieved:

- Providing a point of contact between industrial members and the NS-3 project, to enable them to provide suggestions and feedback about technical aspects.
- Providing a public face that is not directly a part of Inria or NSF.
- Guaranteeing maintenance of NS-3's core.
- Organizing public events in relation to NS-3, such as users' day and workshops.
- Managing the [www.nsnam.org](http://www.nsnam.org) DNS entry.

The membership of the Consortium shall consist of Founding Executive Members, Executive Members and Consortium Members, with the Consortium governed by the Steering Committee as described in ARTICLE 3.

The Steering Committee shall be selected by the Founding Executive Members, the Executive Members and be composed of representatives from the Founding Executive Members and the Executive Members. The principal responsibility of the Steering Committee is to make recommendations on how the Consortium's funds shall be expended, consistent with the Consortium's objectives including organization of the yearly plenary assembly, training courses, workshops, and software development. Final authority for the expenditure of the Consortium's funds shall reside with the Founding Executive Members as described below.

#### ARTICLE 2 - MEMBERSHIP STRUCTURE

Inria and the University of Washington are hereby declared to be the Founding Executive Members of the Consortium. Inria and University of Washington may mutually decide to invite further Executive Members to join the NS3 Consortium. To join the NS3 Consortium, the Executive Members shall signed the NS-3 Consortium Executive Membership Agreement (either Appendix 3 or Appendix 4).

Unless Founding Executive Members decide otherwise, it is agreed that:

- Executive Members from the North American continent shall sign the Consortium Executive Membership Agreement with the University of Washington (Appendix 4);
- Executive Members from Europe shall sign the Consortium Executive Membership Agreement with Inria (Appendix 3);
- Executive Members from other continents can choose to sign Consortium Executive Membership Agreement with either one of the Founding Executive Members (either Appendix 3 or Appendix 4).

Executive Members shall not be limited in number but membership applications must be approved by the Steering Committee. Eligibility and terms and conditions for Executive Members shall be determined by the Steering Committee consistently with this Agreement.

Consortium Members are of four kinds:

- Not-for-profit organizations (universities, academics, and governmental organizations)
- Very small companies (less than 20 employees)
- Small companies (more than 20 employees and less than 500 employees)
- Large companies (more than 500 employees)

An organization desiring to become a Consortium Member shall initiate a request to join the Consortium by signing and submitting to the relevant Founding Executive Member an Application Form (see Appendix 1). In signing, the joining Consortium Member makes a formal statement of support for the mission and vision of the Consortium and makes a statement of commitment to active participation in relevant activities. Membership is subject to approval by the Steering Committee and the Founding Executive Member.

Unless Founding Executive Members decide otherwise, it is agreed that:

- Consortium Members from the North American continent shall send the Application Form to and join the Consortium through the University of Washington;
- Consortium Members from Europe shall send the Application Form to and join the Consortium through Inria;
- Consortium Members from other continents can choose to send the Application Form to and join the Consortium through either one of the Founding Executive Members.

### ARTICLE 3 - STEERING COMMITTEE ORGANISATION:

#### *a) Composition:*

The Steering Committee is initially composed of six (6) directors, including one (1) rotating Executive Director (ED) serving for a term of one (1) year, all appointed by Executive Members. Both Founding Executive Members appoint three (3) Directors each. The first Executive Director shall be appointed by University of Washington; the Executive Director, who may serve for more than one term, shall be appointed by consensus of the Steering Committee Members and agreement of the Founding Executive Members.

In the event that additional Executive Members are added to the Steering Committee, each such new Executive Member shall be entitled to appoint one (1) position on the Steering Committee.

Founding Executive Members and Executive Members shall be entitled, at their sole discretion, to remove or change their Directors but shall inform other Founding Executive Members and Executive Members in writing of any such change.

*b) Role:*

In addition to general management and oversight of the Consortium, the Steering Committee responsibilities shall include:

- Provide oversight on the roadmap of the software maintenance that it funds.
- Making recommendations on how the Consortium's funds shall be expended, accordingly with its objectives (organization of training courses, workshops, etc.), subject to the approval of the Founding Executive Member managing such funds.
- Organizing the various events in relation to the NS-3 Consortium.
- Receiving and collecting Consortium Members' feedback and suggestions concerning NS-3 software development.
- Submit suggestions made by Consortium Members to NS-3 Maintainers.
- Preparing a yearly operational and financial report with a brief scientific and technical overview.
- Accepting new Executive Members and Consortium Members, subject to the approval of the Founding Executive Members.
- Adjusting the annual dues to join the Consortium, subject to the approval of the Founding Executive Members.

The Steering Committee shall endeavor to reach consensus on all matters within the scope of the Consortium. Should a dispute arise concerning the management of the Consortium, the parties shall attempt to reach a peaceful and amicable settlement.

*c) Executive Director:*

The Executive Director shall have responsibility for the Consortium's day to day management and such other matters as the Steering Committee and Founding Executive Members, Executive Members may delegate, subject to the policies and requirements of the Founding Executive Members.

#### ARTICLE 4 - COOPERATION WITH STRUCTURE WITHIN NS-3 OPEN SOURCE COMMUNITY:

Although the purpose of the NS-3 Consortium is not the development of NS-3 software and in particular, of new functionality, the Steering Committee shall regularly be in contact with the NS-3 open source community, in particular with NS-3 Maintainers, in order to:

- Submit to NS-3's Maintainers suggestions made by Consortium Members concerning NS-3's development, as well as their feedback.
- Invite members of NS-3's open source community to attend events in relation to the NS-3 Consortium.
- Invite relevant NS-3's maintainers to participate to the NS-3 Consortium's plenary assembly.

This interaction with the NS-3 open source community is intended to stimulate both the NS-3 Consortium and NS-3 open source community.

## ARTICLE 5 - FOUNDING EXECUTIVE MEMBERS AND EXECUTIVE MEMBERS' RIGHTS AND OBLIGATIONS:

### a) Obligations:

The following are obligations of all Executive Members:

- actively participate in the Steering Committee
- reviewing the Consortium's finances and recommending their use according to the Steering Committee's guidance and the policies and requirements of the Founding Executive Members

The Founding Executive Members have the following additional obligations:

- providing the Consortium with technical support and web and server hosting
- organize an annual meeting
- organize the annual training course
- ensure NS-3 website [www.nsnam.org](http://www.nsnam.org)'s maintenance

### b) Rights:

The following are rights of all Executive Members, including the Founding Executive Members:

- appoint and remove Directors and/or Executive Director as indicated in ARTICLE 3 "STEERING COMMITTEE ORGANISATION"
- to be acknowledged in event and other communications in relation with the Consortium

The Founding Executive Members have the following additional rights:

- to invite new members to be Executive Members and to remove Executive Members when the Founding Executive Members deem that such action is in the best interests of the Consortium
- to make modifications to the terms and conditions of this agreement
- to make changes to the dues structure
- to take such other action that the Founding Executive Members reasonably deem to be required by its internal policies and governing requirements

## ARTICLE 6 - CONSORTIUM MEMBERS' RIGHTS AND OBLIGATIONS:

### *6.1 Obligations:*

Consortium Members' obligations are the following:

- Actively participate in Consortium and to abide by the conditions set forth herein by signing the Application Form.
- Abide by any rules and conditions established by the Consortium.
- Promptly pay the annual fee to the relevant Founding Executive Member, upon receipt of the corresponding dues notice.
- Retain responsibility for all costs associated with its personnel, including but not limited to, salaries and travel expenses.

The initial annual dues schedule, which will not be increased in the first two (2) years of the Consortium, will be:

**Inria-based Consortium Members:**

Universities and non-profit: €1,000 (plus overhead and VAT)

Very small companies: €1,000 (plus overhead and VAT)

Small companies: €5,000 (plus overhead and VAT)

Large companies: €10,000 (plus overhead and VAT)

**University of Washington-based Consortium Members**

Universities and non-profit: US\$1,250 (plus overhead and any applicable taxes)

Very small companies: US\$1,250 (plus overhead and any applicable taxes)

Small companies: US\$6,250 (plus overhead and any applicable taxes)

Large companies: US\$12,500 (plus overhead and any applicable taxes)

The first annual dues shall be paid in advance, including any applicable taxes, after the Consortium Member submits a signed Application Form and receives the corresponding invoice from the relevant Founding Executive Member, prorata to the number of months remaining before the end of the on-going calendar year. The next dues shall be paid, including any applicable taxes, for a full year approximately 30 days before the beginning of the corresponding calendar year, after receiving the corresponding invoice from the relevant Founding Member.

Founding Executive Members shall be entitled to assess indirect cost (overhead) charges on all dues in accordance with the Founding Executive Member's normal and customary practices with respect to the type of support. The indirect cost charges are in addition to the dues described above. As of the Effective Date of the Consortium Agreement, the indirect cost rate of Inria and the University of Washington for Consortium dues represents 15% and 20%, respectively, of the total amount.

**For example for annual dues:**

**Inria's dues and overhead for Inria-based Consortium Members:**

	Dues Before Overhead	Overhead (15%)*	VAT	Total Dues
Universities and non-profit	€1 000	€176	VAT will be applied pursuant to territoriality rules.	€1 176 + VAT
Very small companies	€1 000	€176		€1 176 + VAT
Small companies	€5 000	€882		€5 882 + VAT
Large companies	€10 000	€1 765		€11 765 + VAT

\*For Inria, overhead is assessed on total payment.

University of Washington's dues and overhead for University of Washington-based Consortium Members:

	Dues Before Overhead	Overhead (20%)**	Taxes	Total Dues
Universities and non-profit	\$1,250	\$500	Taxes will be applied pursuant to U.S. rules.	\$1,250 + Taxes
Very small companies	\$1,250	\$250		\$1,500 + Taxes
Small companies	\$6,250	\$1,250		\$7,500 + Taxes
Large companies	\$12,500	\$2,500		\$15,000 + Taxes

\*\*For the University of Washington, overhead is assessed on expenditures.

Additionally, the Consortium may accept funding for sponsored research activities (separate from dues or gifts). As of the Effective Date of the Consortium Agreement, the indirect cost rate of Inria and the University of Washington for sponsored research other than Consortium dues is 33,33% and 54.5%, respectively of the total amount.

For example, Inria's indirect cost for sponsored research activities:

	Amount Before Overhead	Overhead (33,33%)*	VAT	Total
Research sponsorship	€10 000	€5000	VAT will be applied pursuant to territoriality rules.	€15 000 + VAT

\*For Inria, overhead is assessed on total payment.

For example, University of Washington's indirect cost for sponsored research activities:

	Amount Before Overhead	Overhead (54.5%)**	Taxes	Total
Research sponsorship	\$10,000	\$5,450	Taxes will be applied pursuant to U.S. rules.	\$15,450 + Taxes

\*\*For the University of Washington, overhead is assessed on expenditures.

### 6.2 Rights:

The Consortium Members' rights are the following:



- Submit suggestions, requests and feedback concerning NS-3 software development directions and roadmap, to be discussed during the yearly plenary assembly. These suggestions are expected to be shared among Consortium Members. Should a Consortium Member wish such suggestions to remain confidential, it shall expressly state so by writing upon submission, which shall be subject to applicable laws governing public records.
- Attend the Consortium annual meeting during which NS-3's recent release shall be presented and during which a sample of suggestions made by Consortium Members shall be discussed. The meeting may be co-located with a technical conference or workshop, or may be attended virtually.
- Designate attendees (1 for small companies and universities and 2 for large companies) to attend a yearly, one day NS-3 training course. Such training course shall either be organized by Founding Executive Members, Executive Members or by a third party on their behalf. The training course may be co-located with a technical conference or workshop.
- Receive yearly Consortium operational, financial and brief technical summary report.
- Have their name, including logo, placed on the NS-3 website [www.nsnam.org](http://www.nsnam.org).

#### ARTICLE 7 - CONSORTIUM RESOURCES:

The Consortium's resources are of three kinds:

*a) Founding Executive Members:*

- Administrative support
- Accounting
- Infrastructure
- Human resources involved in Consortium activities

*b) Executive Members:*

- Administrative support
- Human resources involved in Consortium activities

*c) Consortium Members:*

- Annual fees

Consortium Members may also optionally contribute other types of support or gifts such as organizing conferences, hosting meetings, etc. Such contributions should be proposed by the Consortium Member to the Steering Committee.

The Consortium shall have no authority to control the expenditure of funds outside of the Consortium resources. In particular, Members may obtain additional funding for activities related to NS-3 in the form of:

*d) Other potential third-party resources raised by Executive Members:*

- Governmental and private research grants and contracts
- Specific research contracts in relation to NS-3 software
- Donations and other gifts

The Steering Committee may recommend using Consortium dues to fund the development of new functionalities to NS-3, in particular to stimulate interaction between the Consortium and the NS-3 open source community, consistent with ARTICLE 4.

**ARTICLE 8 - ORGANISATION OF CONSORTIUM EVENTS:**

The yearly plenary assembly and yearly one day training course shall be organized together by one (1) rotating Executive Member including Founding Executive Member. Such events may be co-located with an existing conference or workshop. The first pair of events will be organized by Inria.

**ARTICLE 9 - DISCLOSURE OF INFORMATION:**

Any written information labeled as confidential and any oral information stated as confidential shall be construed as confidential by any Member receiving it. A Member receiving confidential information shall take the necessary steps to make sure confidentiality is respected by their employees, their sub-contractors or any other person it is legally responsible for, such as students. No Member shall disclose information considered to be confidential for any purpose, without the prior written consent of the disclosing Member. The following shall not be subject to the foregoing confidentiality obligations:

- Information that becomes public as a result of disclosure, provided that, such information is not arisen from a breach of confidentiality committed by the Member having full knowledge of said information;
- Information that can be proven to be known by the Member before disclosure;
- Information disclosed subsequent to the signature of this Agreement by a third party and received in good faith by the Member to whom it was disclosed.
- Information independently developed by a Member without use or benefit of confidential information.
- Information required by law to be disclosed.

The confidentiality obligations established in this Article hereby shall remain in force for a term of 5 (five) years from date of disclosure.

In appropriate cases, separate confidentiality agreements may be entered into for the purpose of increasing restrictions and obligations with respect to confidential information.

## ARTICLE 10 - PUBLICATIONS:

Scientific publications shall not be subjected to restrictions of any kind, provided that they comply with provisions stated in ARTICLE 9.

## ARTICLE 11 - INTELLECTUAL PROPERTY:

### *1. NS-3 software:*

The scientific and technological knowledge, the patented or not-patented know-how and the different software (in object and source code / in whole or pieces) developed or improved by the Member, the Relevant Maintainers and the different contributors in the context of this Consortium remain their sole property or their employers' property. The others shall acquire no intellectual property rights or other ownership rights in the NS-3 software by the way of this Agreement. Any intellectual property rights shall be governed by and determined in accordance with the law applicable to the type of intellectual property and the jurisdiction in which it was created.

The NS-3 software is made available to Consortium Members under the GNU GPL v2 license or any other license chosen by NS-3's open source community. Consortium Members shall not and cannot be granted by Founding Executive Members , Executive Members further rights than those stated in the GNU GPL v2 license or any other license chosen by NS-3's open source community.

### *2. Trademarks:*

a) Founding Executive Members and Executive Members may use Consortium Members' names for purposes of communication in context of the NS-3 Consortium and in order to have Consortium Members' names and, if requested by a Consortium Member, the Consortium Member's logo on NS-3's website [www.nsnam.org](http://www.nsnam.org). In no event will any commercial use be made of any Member's trademark without the Member's express written consent. Consortium Members joining the Consortium may indicate, in the Membership Agreement, wherever they wish to authorize other Consortium Members to use their name, logo and associated trademark, if any, for the communication purposes indicated in the present section 11.2.

b) Consortium Members may use Founding Executive Members and Executive Members' names for purposes of communication in relation with the NS-3 Consortium, with exception to any other use, in particular for commercial purposes.

c) Consortium Members shall refrain from registering the name NS-3 in relation with software or similar goods and services. Notwithstanding the foregoing, Founding Executive Members may mutually decide to register NS-3 as a trademark, if they believe such a registration to be fortunate to protect NS-3 software's name.

If authorized by the Founding Executive Members, Consortium Members may use the name NS-3 and the associated trademark, if any is registered by the Founding Executive Members or Executive Members, for communication purposes in relation with the NS-3 Consortium or NS-3 software, with exception to any commercial and industrial use.

## ARTICLE 12 - LIMITATION OF LIABILITY:

### *1. On the basis of Agreement:*

In no event will any Consortium Member, including a Founding Executive Member or Executive Member, be held liable to any other Consortium Member, including a Founding Executive Member or Executive Member, for indirect losses. For purposes of this section, 'indirect losses' shall mean any financial and/or commercial damages whatsoever or howsoever caused, not arising directly in connection with a breach of this Agreement, including, but not limited to, loss of profit, business, revenue, goodwill or anticipated savings.

### *2. Applicability of GNU GPL v2's licence conditions to NS-3 software:*

The NS-3 software is experimental in nature and any user of NS-3 expressly assumes all risks associated with its use. Founding Executive Members and Executive Members do not warrant the NS-3 software, to the extent permitted by applicable law. NS-3 software is provided "as is", without any warranty of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. The entire risk as to the quality and performance of NS-3 software is with Consortium Members or any third-party using the NS-3 software. Should NS-3 software prove defective, Consortium Members or other third-party using the software shall assume the costs of all necessary servicing, repair or correction.

In no event, unless required by applicable law, shall Consortium Members, including Founding Executive Members and Executive Members, be held liable to any Consortium Members, including Founding Executive Members and Executive Members, or any third party for damages (including, but not limited to, loss of data or data being rendered inaccurate or losses sustained by Consortium Members or a third Party, or a failure of NS-3 software to operate with any other programs).

## ARTICLE 13 - WITHDRAWAL, TERMINATION AND BREACH:

Should the Consortium Agreement either terminate at the end of the duration stated in Article 19 hereafter or before, whatever the cause of termination is, it is agreed that Articles 9, 10, 11 (with exception to use the Founding Executive Members , Executive Members and Consortium Members' name, logo and associated trademark, if any) and 12 shall remain in force.

### *1. Withdrawal by an Executive Member:*

#### *a) Withdrawal by Non-Founding Executive Member:*

Any non-Founding Executive Member may withdraw from the Consortium at any time. In this case, it shall provide written notice of its intention to all other Executive Member(s) by registered letter with acknowledge of receipt. Such notification shall become effective no earlier than three (3) months after the notification was received by the other Executive Member(s).

The Consortium Agreement shall remain effective between the remaining Executive Member(s) and the Consortium Members. All Consortium Members shall pay the annual fee to the remaining Founding Executive Member.

Any Executive Member which withdraws from the Consortium Agreement may however join as a Consortium Member, accordingly with the conditions stated in the present Consortium Agreement.

*b) Withdrawal by Founding Executive Member:*

Any Founding Executive Member may withdraw from the Consortium Agreement and nominate an existing non-Founding Executive Member to replace it as a Founding Executive Member.

The withdrawing Founding Executive Member shall provide written notice of its intention to all other Executive Member(s) and all Consortium Members by registered letter with acknowledge of receipt, no less than three (3) months before the date of anniversary of the Consortium. Such notification shall become effective at the date of anniversary of the Consortium.

When withdrawing, a Founding Executive Member may elect, at its sole option, to assign its rights to the profit of a third party to assume their rights and obligations, as stipulated in ARTICLE 17 hereafter.

The Consortium Agreement shall remain effective between the remaining Executive Member(s) and the Consortium Members. All Consortium Members shall pay the annual fee to the relevant Founding Executive Member or as may otherwise be agreed by the remaining Founding Executive Member.

Any Founding Executive Member which withdraws from the Consortium Agreement may however join as an Executive Member or a Consortium Member, accordingly with the conditions stated in the then-existing Consortium Agreement.

*c) Termination by both Founding Executive Members :*

The Founding Executive Members may at any time mutually agree to terminate the present Consortium Agreement effective with the next following anniversary date of the Consortium. In this case, they shall provide written notification to all Consortium Members and any other Executive Member specifying the date of termination of the Consortium, by registered mail with acknowledge of receipt. The Consortium Agreement shall terminate, for each Consortium Member, no less than one (1) month after the notification was received. In no event will any dues be refunded to any Consortium Member in the event of termination of the Consortium.

*2. Withdrawal by a Consortium Member:*

A Consortium Member may withdraw from the Consortium Agreement at any time. It shall notify in writing its decision to the Founding Executive Members with which it signed the Membership Agreement, by registered letter with acknowledge of receipt. Such notification

shall become effective one (1) month after the notification was received by the Founding Executive Members. Membership dues are not refundable.

The Consortium Agreement shall remain effective for the Founding Executive Members, Executive Members and the remaining Consortium Members.

### *3. Termination by breach of Agreement:*

#### *a) Termination by breach of Agreement of an Executive Member*

Membership of any Executive Members may be terminated by Founding Executive Members in case of material breach of this Agreement, in the case that the Executive Member has not cured such breach within the thirty (30) days following receipt of a registered letter with a form of acknowledgement of receipt from the Founding Executive Members with which it signed the Membership Agreement. Said termination shall be automatically implemented without any further formality other than those mentioned in this section.

#### *b) Termination by breach of Agreement of a Consortium Member*

Membership of any Consortium Member may be terminated by the Founding Executive Member with whom it has joined in case of material breach of this Agreement, in the case that the Consortium Member has not cured such breach within the thirty (30) days following receipt of a registered letter with a form of acknowledgement of receipt from the Founding Executive Members with which it signed the Application Form. Said termination shall be automatically implemented without any further formality other than those mentioned in this section. Moreover, in case of such termination, the annual dues for the on-going year shall not be refund to the Consortium Member.

### **ARTICLE 14 - FORCE MAJEURE:**

Members shall be under no liability in respect of anything which, apart from this provision and the payment of any monies due hereunder, may constitute breach of this Agreement arising by reason of force majeure. In the event of such force majeure, the Member suffering from the force majeure shall notify upon written notice Steering Committee of the problem within fifteen (15) days. In the event that the Member is not in a position to perform its obligations hereunder solely as a result of such incurrence within three (3) months upon notice of such occurrence, the Founding Executive Member with whom it has joined may terminate this Agreement with respect to the Member exclusively. Said termination shall be automatically implemented without any further formality other than those mentioned here-above and the Member in breach shall remain liable to obligations specified in Article 11 hereto.

### **ARTICLE 15 - NATURE OF THE CONSORTIUM:**

This Consortium Agreement may on no account be interpreted or construed as an agreement constituting an act of incorporation, partnership, joint venture and/or an association endowed with a corporate entity and/or a company limited by shares and/or a de facto

company or incorporated de facto. Affectio societatis, profit or loss sharing and/or documenting the loss are hereby formally excluded.

#### ARTICLE 16 - SEVERABILITY:

In the event that any or any part of this Agreement shall be determined invalid, unlawful or unenforceable to any extent, such term, condition or provision shall be severed from the remaining terms and conditions which shall continue to be valid and enforceable to the fullest extent permitted by law.

#### ARTICLE 17 - ASSIGNMENT:

Consortium Members may not assign totally or partially their rights for value or for free and/or to the profit of a third party under this Agreement without the prior written consent of the Founding Executive Member with whom it has joined.

Founding Executive Members may assign their rights for free to the profit of a third party which may be, but not limited to, another University, Public Institute, foundation, or other non-profit organization, to take other their rights and obligations. In this case, the assignee(s) shall be priory approved in writing by both Founding Executive Members.

#### ARTICLE 18 - DURATION:

The present Consortium Agreement shall be effective at the last date of signing of the Founding Executive Members, for duration of five (5) years. It may be renewed by amendment duly signed by Founding Executive Members.

#### ARTICLE 19 - DISPUTE RESOLUTION AND ARBITRATION:

Should a dispute arise concerning the interpretation, the execution or the validity of the present Consortium Agreement, the Founding Executive Members shall attempt to reach a peaceful and amicable settlement.

In case a peaceful and amicable settlement can be reached within forty-five (45) days from the date of notification of the dispute, the Founding Executive Members agree to submit such a dispute to arbitration accordingly with UNCITL's (United National Commission on International Trade Law) rules, unless the Founding Executive Members agree otherwise by writing. The location of any such arbitration shall be chosen by the Founding Executive Member not initiating arbitration.

The present Consortium Agreement is signed in two (2) original sets,

For Inria

M. Gérard GIRAUDON

Director of INRIA Sophia Antipolis -  
Méditerranée

For University of Washington

\_\_\_\_\_  
Director of Sponsored Programs

[Place]

[Date]

[Place]

[Date]



Appendix 1:

NS-3 CONSORTIUM Member Application Form

I, the undersigned, the duly authorized representative of:

*[name]..... of [registered or principal business address]*

hereby apply for and on behalf of *[name.....]* to become Consortium Member of the NS-3 Consortium, represented by (choose the relevant Founding Executive Member)

INSTITUT NATIONAL DE RECHERCHE EN INFORMATIQUE ET EN AUTOMATIQUE (Inria)  
A Public Institution of a scientific and technological nature under decree 85-831 of August 2, 1982,  
Domiciled at Domaine de Voluceau - Rocquencourt - BP 105 - 78153 Le Chesnay Cedex - France,  
Represented by M. Michel COSNARD, President CEO, and by commission by M. Gérard GIRAUDON, Director of Centre INRIA SOPHIA ANTIPOLIS - MEDITERRANEE,

UNIVERSITY OF WASHINGTON  
A public institution of higher education and an agency of the State of Washington with its principal campus located in Seattle, Washington, USA,  
Represented by Director of Sponsored Programs, Office of Sponsored Programs,

I agree and accept without reserve all the terms and conditions of the NS-3 Consortium Agreement signed between its founders the *<date to precised.....>*, as it may from time to time be amended by the Founding Executive Members. Should the NS-3 Consortium Agreement be amended by Founding Executive Members, I shall be informed in a reasonable time.

I agree to promptly pay the annual dues as stated below and to provide no less than thirty (30) days' written notice prior to the anniversary of my acceptance of non-renewal. In the event I failure to provide such notice, my membership will be deemed to automatically renew for an additional year. In the event I fail to pay annual dues, I understand that my membership will be subject to termination as provided in the NS-3 Consortium Agreement.

The NS-3 Consortium's Steering Committee reserves the right to refuse an application, as stipulated in the NS-3 Consortium Agreement.

I understand that in the event the Consortium is terminated or I discontinue my membership in the Consortium, I will not be entitled to receive any refund of any dues or portion thereof.

Billing Information:

Contact Name/title:

Address:

E-mail address:

Membership Class and Annual Dues:

- University/academic                      €1,000 or US\$1,250 (plus overhead and VAT/taxes)
- Very small company                      €1,000 or US\$1,250 (plus overhead and VAT/taxes)  
    (less than 20 employees)
- Small company                              €5,000 or US\$6,250 (plus overhead and VAT/taxes)  
    (more than 20 and less than 500 employees)
- Large company                              €10,000 or US\$12,500 (plus overhead and VAT/taxes)  
    (more than 500 employees)

.....  
..... Signed

.....  
..... Name

.....  
..... Date

## Appendix 2:

### First Steering Committee Members Appointed by the Founding Executive Members

For University of Washington:

Director of Sponsored Programs, or designee (University of Washington)

Sumit Roy (University of Washington)

Thomas R. Henderson (University of Washington)

For Inria:

G rard Giraudon (Inria)

Walid Dabbous (Inria)

Marc Barret (Inria)

## Appendix 3: NS-3 Consortium Executive Membership Agreement

*This NS-3 Consortium Executive Membership Agreement is signed between Inria and Executive Members from Europe or Executive Members from other continents (excluding America) who choose Inria, instead of University of Washington, as Founding Executive Members for signing.*

This NS-3 Consortium Executive Membership Agreement (“Membership Agreement”), effective as of....., 20\_\_ is

**BETWEEN:**

**INSTITUT NATIONAL DE RECHERCHE EN INFORMATIQUE ET EN AUTOMATIQUE**

A Public Institution of a scientific and technological nature under decree 85-831 of August 2, 1982,  
Domiciled at Domaine de Voluceau - Rocquencourt - BP 105 - 78153 Le Chesnay Cedex - France,  
Represented by M. Michel COSNARD, President CEO, and by commission by M. Gérard GIRAUDON, Director of Centre INRIA SOPHIA ANTIPOLIS - MEDITERRANNEE,

Hereafter referred to as “Inria”

**AND**

*Name*

*Registered Office*

*Legal Representative*

Hereafter referred to as “Executive Member”

Inria and the Executive Member will be collectively referred to as the “Parties”.

### PREAMBLE:

WHEREAS NS-3 is a discrete-event network simulator computer and information technology for Internet systems, targeted primarily for research and educational use and which development is strongly supported by NSF, via the University of Washington, by Inria, as well as by an increasing open-source community, mainly composed of academics.

WHEREAS NS-3 software is distributed under the GNU GPL v2 license on the website and opened to the submission of contribution from individuals or moral persons, and the submission of such contributions is not subject to the assignment of rights in favor of Inria, University of Washington or any other entity contributing to NS-3.

WHEREAS the University of Washington and Inria wish to increase NS-3's impact and use, in order to enable the software to become a standard in the field of Internet systems.

WHEREAS the University of Washington and Inria wish to ensure NS-3 software's durability, but also to increase its visibility in Industry.

WHEREAS the University of Washington and Inria wish to create a Consortium in relation with NS-3, which could coexist with NS-3's open source community of developers.

WHEREAS, NS-3 Consortium is open to all kinds of organizations and corporations, large and small, for profit and not-for-profit, and individual members which want to promote and to improve the open source NS-3 Software.

WHEREAS the University of Washington and Inria, who are Founding Executive Members of the Consortium, want to integrate new Executive Members into the NS-3 Consortium.

WHEREAS, the undersigned hereby agrees to become an Executive Member of the NS-3 Consortium, as defined in the then-current version of the as set forth in Appendix 1 (the "Agreement"), which is hereby incorporated into this Membership Agreement by reference, the then current version of which exists at and to conform to all of the applicable terms and conditions set forth herein.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS.

#### *ARTICLE DEFINITIONS*

Founding Executive Members: the University of Washington and Inria.

Executive Members: members who sign this NS-3 Consortium Executive Membership Agreement. Executive Members wish to support the aims and objectives of the NS-3 Consortium but they are not eligible or desirous to be a Consortium Members. For the avoidance of doubt, Executive Members shall not pay any annual dues.

Consortium Members: members who have signed the Application Form.

Members: the three kinds of members of the Consortium (Founding Executive Members, Executive Members, and Consortium Members).

#### *ARTICLE 1 OBJECT*

The purpose of the Membership Agreement is to define the terms and conditions to enter in the Consortium NS-3 as an Executive Members, and to define the rights and obligations of the Executive Member.

Executive Member is bound by the terms of the NS-3 Consortium Establishment Agreement. (Appendix 1)

## *ARTICLE 2 DURATION AND TERMINATION*

### 2.1 Duration

The present Membership Agreement shall be effective at the last date of signing of the Parties, for duration of the NS-3 Consortium Establishment Agreement (Appendix 1).

### 2.2 Termination

This Membership Agreement shall terminate if the NS-3 Consortium terminated and / or in accordance with Article 13 of the NS-3 Consortium Establishment Agreement (Appendix 1).

## *ARTICLE 3 STEERING COMMITTEE*

Executive Member shall be represented on the Steering Committee and shall be entitled to appoint one (1) position on the Steering Committee.

Executive Members shall be entitled, at their discretion, to remove or change their Director but shall inform other Executive Members in writing of any such change.

Executive Member is bound by the terms mentioned in the Article 3 and Article 4 of the NS-3 Consortium Establishment Agreement (Appendix 1).

## *ARTICLE 4 RIGHTS AND OBLIGATIONS - RESOURCES*

In accordance with Article 5 of the NS-3 Consortium Establishment Agreement (Appendix 1), Executive Member has rights and obligations following:

### 4.1 Obligations:

Executive Member has the following obligations

- actively participate in the Steering Committee
- reviewing the Consortium's finances and recommending their use according to the Steering Committee's guidance and the policies and requirements of the Founding Executive Members

### 4.2 Rights:

Executive Member has the following rights

- appoint and remove Directors and/or Executive Director as indicated in ARTICLE 3 "STEERING COMMITTEE"
- to be acknowledged in event and other communications in relation with the NS-3 Consortium

### 4.3 Resources

In accordance with Article 7 of the NS-3 Consortium Establishment Agreement, resources of the Executive Member are:

- Administrative support
- Human resources involved in Consortium activities

### 4.4 Organization of Consortium Events:

Executive Member could organize the yearly Plenary assembly and yearly one day Training course, pursuant to the Article 8 of the NS-3 Consortium Establishment Agreement (Appendix 1).

### 4.5 Disclosure of Information-Publication

Executive Member is bound by the terms mentioned in the Article 9 and Article 10 of the NS-3 Consortium Establishment Agreement (Appendix 1).

### 4.6 Intellectual Property

Executive Member is bound by the terms mentioned in the Article 11 of the NS-3 Consortium Establishment Agreement (Appendix 1).

## *ARTICLE 5 GENERAL PROVISIONS*

### 5.1 Limitation of liability

In no event, unless required by applicable law, shall Parties be held liable to any other Members or any third party for damages (including, but not limited to, loss of data or data being rendered inaccurate or losses sustained by Members or a third Party, or a failure of NS-3 software to operate with any other programs).

### 5.2 Force Majeure

Parties shall be under no liability in respect of anything which, apart from this provision and the payment of any monies due hereunder, may constitute breach of this Membership Agreement arising by reason of force majeure. In the event of such force majeure, the Party suffering from the force majeure shall notify upon written notice Steering Committee of the problem within fifteen (15) days. In the event that the Party is not in a position to perform its obligations hereunder solely as a result of such incurrence within three (3) months upon notice of such occurrence, the Party may terminate this Membership Agreement. Said termination shall be automatically implemented without any further formality other than those mentioned here-above and the Party in breach shall remain liable to obligations.

### 5.3 Relationship of Parties

This Membership Agreement may on no account be interpreted or construed as an agreement constituting an act of incorporation, partnership, joint venture and/or an association

endowed with a corporate entity and/or a company limited by shares and/or a de facto company or incorporated de facto. Affectio societatis, profit or loss sharing and/or documenting the loss are hereby formally excluded.

#### 5.4 Severability

In the event that any or any part of this Membership Agreement shall be determined invalid, unlawful or unenforceable to any extent, such term, condition or provision shall be severed from the remaining terms and conditions which shall continue to be valid and enforceable to the fullest extent permitted by law.

#### 5.5 Headings

The headings to the sections hereof are for reference purposes only and shall not be used in the interpretation of the content of this document.

#### 5.6 No other rights granted:

No other license to any patent, trade mark, copyright or other proprietary right is granted in this Membership Agreement or through any disclosure hereof except where expressly stated.

#### 5.7 Entire Agreement:

This Membership Agreement, together with Appendix 1 embodies the entire understanding between the Parties for the Executive Member's participation in the Consortium NS-3, and cancels and supersedes all prior understandings, agreements or representations by or among the Parties, written or oral, to the extent they relate in any way to its subject matter.

#### 5.8 Dispute Resolution and Arbitration

Should a dispute arise concerning the interpretation, the execution or the validity of the present Membership Agreement, Parties shall attempt to reach a peaceful and amicable settlement.

In case a peaceful and amicable settlement can be reached within forty-five (45) days from the date of notification of the dispute, Parties agree to submit such a dispute to arbitration accordingly with UNCITL's (United National Commission on International Trade Law) rules, unless the Parties agree otherwise by writing. The location of any such arbitration shall be chosen by the Founding Executive Member.



## 5.9 Counterparts

The present Membership Agreement is signed in two (2) original sets,

For Inria

M. Gérard GIRAUDON

Director of Inria Sophia Antipolis -  
Méditerranée

For Executive Member

Name

Fonction

[Place]

[Date]

[Place]

[Date]

## Appendix 4: NS-3 Consortium Executive Membership Agreement

*This NS-3 Consortium Executive Membership Agreement is signed between University of Washington and Executive Members from America or Executive Members from other continents (excluding Europe) who choose University of Washington, instead of University Inria, as Founding Executive Members for signing.*

This NS-3 Consortium Executive Membership Agreement (“Membership Agreement”), effective as of ....., 20\_\_ is

***BETWEEN:***

**UNIVERSITY OF WASHINGTON**

A public institution of higher education and an agency of the State of Washington with its principal campus located in Seattle, Washington, USA,  
Represented by Director of Sponsored Programs, Office of Sponsored Programs,

Hereafter referred to as “University of Washington”

***AND***

*Name*

*Registered Office*

*Legal Representative*

Hereafter referred to as “Executive Member”

University of Washington and the Executive Member will be collectively referred to as the “Parties”.

### PREAMBLE:

WHEREAS NS-3 is a discrete-event network simulator computer and information technology for Internet systems, targeted primarily for research and educational use and which development is strongly supported by NSF, via the University of Washington, by Inria, as well as by an increasing open-source community, mainly composed of academics.

WHEREAS NS-3 software is distributed under the GNU GPL v2 license on the website and opened to the submission of contribution from individuals or moral persons, and the submission of such contributions is not subject to the assignment of rights in favor of Inria, University of Washington or any other entity contributing to NS-3.

WHEREAS the University of Washington and Inria wish to increase NS-3's impact and use, in order to enable the software to become a standard in the field of Internet systems.

WHEREAS the University of Washington and Inria wish to ensure NS-3 software's durability, but also to increase its visibility in Industry.

WHEREAS the University of Washington and Inria wish to create a Consortium in relation with NS-3, which could coexist with NS-3's open source community of developers.

WHEREAS, NS3 Consortium is open to all kinds of organizations and corporations, large and small, for profit and not-for-profit, and individual members which want to promote and to improve the open source NS-3 Software.

WHEREAS the University of Washington and Inria, who are Founding Executive Members of the Consortium, want to integrate new Executive Members into the NS-3 Consortium (Executive Member).

WHEREAS, the undersigned hereby agrees to become an Executive Member of the NS-3 Consortium, as defined in the then-current version of the as set forth in Appendix 1 (the "Agreement"), which is hereby incorporated into this Membership Agreement by reference, the then current version of which exists at and to conform to all of the applicable terms and conditions set forth herein.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS.

#### *ARTICLE DEFINITIONS*

Founding Executive Members: the University of Washington and Inria.

Executive Members: members who sign this NS-3 Consortium Executive Membership Agreement. Executive Members wish to support the aims and objectives of the NS-3 Consortium but they are not eligible or desirous to be a Consortium Members. For the avoidance of doubt, Executive Members shall not pay any annual dues.

Consortium Members: design members who have signed the Application Form.

Members the three kinds of members of the Consortium (Founding Executive Members, Executive Members, and Consortium Members).

#### *ARTICLE 1 OBJECT*

The purpose of the Membership Agreement is to define the terms and conditions to enter in the Consortium NS-3 as an Executive Members, and to define the rights and obligations of the Executive Member.

Executive Member is bound by the terms of the NS-3 Consortium Establishment Agreement (Appendix 1)

## *ARTICLE 2 DURATION AND TERMINATION*

### 2.1 Duration

The present Membership Agreement shall be effective at the last date of signing of the Parties, for duration of the NS-3 Consortium Establishment Agreement (Appendix 1).

### 2.2 Termination

This Membership Agreement shall terminate if the NS-3 Consortium terminated and / or in accordance with Article 13 of the NS-3 Consortium Establishment Agreement (Appendix 1).

## *ARTICLE 3 STEERING COMMITTEE*

Executive Member shall be represented on the Steering Committee and shall be entitled to appoint one (1) position on the Steering Committee.

Executive Members shall be entitled, at their discretion, to remove or change their Director but shall inform other Executive Members in writing of any such change.

Executive Member is bound by the terms mentioned in the Article 3 and Article 4 of the NS-3 Consortium Establishment Agreement (Appendix 1).

## *ARTICLE 4 RIGHTS AND OBLIGATIONS - RESOURCES*

In accordance with Article 5 of the NS-3 Consortium Establishment Agreement (Appendix 1), Executive Member has rights and obligations following:

### 4.1 Obligations:

Executive Member has the following obligations

- actively participate in the Steering Committee
- reviewing the Consortium's finances and recommending their use according to the Steering Committee's guidance and the policies and requirements of the Founding Executive Members

### 4.2 Rights:

Executive Member has the following rights

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### 4.3 Resources

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- Administrative support
- Human resources involved in Consortium activities

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Executive Member could organize the yearly Plenary assembly and yearly one day Training course, pursuant to the Article 8 of the NS-3 Consortium Establishment Agreement (Appendix 1).

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### *ARTICLE 5 GENERAL PROVISIONS*

#### 5.1 Limitation of liability

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Parties shall be under no liability in respect of anything which, apart from this provision and the payment of any monies due hereunder, may constitute breach of this Membership Agreement arising by reason of force majeure. In the event of such force majeure, the Party suffering from the force majeure shall notify upon written notice Steering Committee of the problem within fifteen (15) days. In the event that the Party is not in a position to perform its obligations hereunder solely as a result of such incurrance within three (3) months upon notice of such occurrence, the Party may terminate this Membership Agreement. Said termination shall be automatically implemented without any further formality other than those mentioned here-above and the Party in breach shall remain liable to obligations.

#### 5.3 Relationship of Parties

This Membership Agreement may on no account be interpreted or construed as an agreement constituting an act of incorporation, partnership, joint venture and/or an association endowed with a corporate entity and/or a company limited by shares and/or a de facto company or incorporated de facto. Affectio societatis, profit or loss sharing and/or documenting the loss are hereby formally excluded.

#### 5.4 Severability

In the event that any or any part of this Membership Agreement shall be determined invalid, unlawful or unenforceable to any extent, such term, condition or provision shall be severed from the remaining terms and conditions which shall continue to be valid and enforceable to the fullest extent permitted by law.

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The headings to the sections hereof are for reference purposes only and shall not be used in the interpretation of the content of this document.

#### 5.6 No other rights granted:

No other license to any patent, trade mark, copyright or other proprietary right is granted in this Membership Agreement or through any disclosure hereof except where expressly stated.

#### 5.7 Entire Agreement:

This Membership Agreement, together with Appendix 1 embodies the entire understanding between the Parties for the Executive Member's participation in the Consortium NS-3, and cancels and supersedes all prior understandings, agreements or representations by or among the Parties, written or oral, to the extent they relate in any way to its subject matter.

#### 5.8 Dispute Resolution and Arbitration

Should a dispute arise concerning the interpretation, the execution or the validity of the present Membership Agreement, Parties shall attempt to reach a peaceful and amicable settlement.

In case a peaceful and amicable settlement can be reached within forty-five (45) days from the date of notification of the dispute, Parties agree to submit such a dispute to arbitration accordingly with UNCITL's (United National Commission on International Trade Law) rules, unless the Parties agree otherwise by writing. The location of any such arbitration shall be chosen by the Founding Executive Member.

5.9 Counterparts

The present Membership Agreement is signed in two (2) original sets,

For Executive Member

For University of Washington

Name

\_\_\_\_\_

Title

Director of Sponsored Programs

[Place]

[Place]

[Date]

[Date]