

Cooperation Agreement

Between

the Centre National de Recherche Scientifique, situated at 3 rue Michel-Ange, 75794 Paris cedex 16, France, duly represented by its Managing Director Mr. Arnold Migus,

and

the Institut National de Recherche en Informatique et Automatique, a scientific and technological public body governed by decree 85.831 of August 2, 1985 as amended, situated at Domaine de Voluceau – Rocquencourt, BP 105, 78153 Le Chesnay cedex, France, duly represented by its Chairman and CEO Mr. Michel Cosnard,

and

the Institut National Polytechnique de Lorraine, situated at 2 av. de la Forêt de Haye, BP 3, 54501 Vandoeuvre cedex, France, duly represented by its President Mr. François Laurent,

and

the Université Henri Poincaré Nancy 1, situated at 24-30 rue Lionnois, BP 60120, 54003 Nancy cedex, France, duly represented by its President Mr. Jean-Pierre Finance,

and

the Université Nancy 2, situated at 25 rue Baron Louis, BP 54, 54001 Nancy cedex, France, duly represented by its President Mr. François Le Poutier,

and

the Université Paul Verlaine – Metz, situated at Ile du Saulcy, 57012 Metz cedex, France, duly represented by its President Mr. Richard Lioger,

and

the Deutsches Forschungszentrum für Künstliche Intelligenz (DFKI GmbH), situated at Stuhlsatzenhausweg 3, 66123 Saarbrücken, Germany and Erwin-Schrödinger-Strasse (Building 57), 67608 Kaiserslautern, Germany, duly represented by its Chairman and CEO Mr. Wolfgang Wahlster,

and

the Fraunhofer-Institut für Experimentelles Software Engineering, situated at Fraunhofer-Platz 1, 67663 Kaiserslautern, Germany, duly represented by its Executive Director Mr. Dieter Rombach,

and

the Max-Planck-Institut für Informatik, situated at Stuhlsatzenhausweg 85, 66123 Saarbrücken, Germany, duly represented by its Managing Director Mr. Gerhard Weikum,

and

the Max-Planck-Institut für Software-Systeme, situated at Stuhlsatzenhausweg 85, 66123 Saarbrücken, Germany, and Gottlieb-Daimler-Strasse, Building 49, 67633 Kaiserslautern, Germany, duly represented by its Managing Director Mr. Peter Druschel,

and

the Technische Universität Kaiserslautern, situated at Erwin-Schrödinger-Str., 67663 Kaiserslautern, Germany, duly represented by its President Mr. Helmut J. Schmidt,

and

the Universität des Saarlandes, situated at 66041 Saarbrücken, Postfach 151150, Germany, duly

represented by its President Mr. Volker Linneweber,
hereinafter referred to as “the Parties”.

In view of the strong common research interests of the Parties in the areas of Information Technology, Mathematics and Computer Science and given the existing collaborations between researchers from the Parties, the Parties decide to set up a program including research, development and training action, and to formalize their cooperation by entering into the present agreement.

Article 1: Objective and scientific domains

The Parties have identified scientific areas of existing and potential collaborations and agree to initiate their partnership program on the following topics: algorithms, computer graphics, computational linguistics, multilingual and multimodal systems, provably correct software development, verification, bioinformatics, design, analysis, modeling, implementation and evaluation of complex software systems, re-inventing the Internet, decentralized, adaptive, secure, self-organizing software systems and applications, autonomous, ad hoc networks and applications.

This list is not exhaustive and can be modified on mutual agreement.

Article 2: Modalities of cooperation

The Parties agree on leading action and providing support according to the following goals:

1. Promote exchange of ideas

The Parties agree to co-organize scientific workshops on a regular basis and to provide financial and logistics support for these workshops.

A general launch event will be organized with the signature of this agreement.

Two thematically focused workshops per year will be organized starting in 2007.

2. Encourage joint projects

The Parties encourage scientists to apply for joint research activities and agree to lend support for such applications at the level of their respective organizations, subject to approval by the Steering Committee. Exchanges of young researchers (at the doctoral and post-doctoral levels) are particularly encouraged.

3. Promote a Region of Excellence in Computer Science

In the context of the programs of the European Union, such as the Regions of Knowledge, Interreg, Competitiveness and Innovation Programs, the Parties agree to propose action, based on their fields of scientific excellence that will strengthen the research potential of the Parties, taking into account the context of neighbouring European regions. Promotion at the regional level, then at the European level will be done by the parties in a coordinated way.

Article 3: Steering Committee

A steering committee, set up by the Parties, is in charge of supervising and managing activities of the agreement. In particular, it will be responsible for:

Definition of an annual program: workshops and project activities,

Calls for action,

Selection of supported action,

Exchange of Information concerning research activities,

Production of an annual report.

The committee is composed of 4 members designated by the German and 4 members designated by the French Parties and will meet alternately in both countries. The chairmanship of the Steering Committee will be held annually by a member designated in turn by the French and German members. Any Party not represented in the committee may send a representative with guest status to the committee meetings.

The Chairman will convene the Committee as often as the interests require and at least once a year. He will report to the parties once a year on the results obtained.

Decisions of the committee require the bare majority of votes. Each of the members shall have the right to one vote.

The first meeting of the Steering Committee will be held in combination with the signing of this agreement.

Article 4: Researchers Concerned

The activities undertaken within the scope of this agreement are open to the researchers working at the different sites of the Parties.

Article 5: Funds

The Parties will endeavor to obtain the necessary funds and other resources needed to support the exchange programs and the organization of the other planned activities. Each Party shall manage their own budgetary funds (recurrent funds and/or own resources).

Article 6: Property of results and confidentiality

In general, research results are to be published. Publications resulting from the research undertaken jointly by the Parties will show the connection with the respective organizations.

Each of the Parties involved in a joint research activity has a non-exclusive, non-transferable and free-of-charge right to use the joint results without any restriction or need of further consent from any other involved Party for non-commercial research purposes. Any transfer of its ownership or similar rights in the joint result or its commercial exploitation requires prior consent of the other jointly owning Parties.

Unless otherwise agreed upon, prior knowledge, any inventions covered by applications for patents or by patents, copyright-protected software, knowledge, know-how as well as the processes, technologies, technical files, and any information, regardless of its nature and/or of the format protected by the secret, intellectual works protected by copyright and, in a general manner, all distinctive elements and knowledge whether protected or not by industrial property law, which is held, implemented for the first time or controlled by a Party and obtained whether (i) prior to the execution of the cooperation agreement, or (ii) outside the scope of the cooperation agreement will remain the property of this Party. The Parties grant one another the right to use this knowledge for the sole purpose of conducting the research undertaken under the present agreement.

Research results issued from a collaboration will be the property of the involved Parties, pro rata to their respective contributions. The disposition of research results and software items of potential commercial interest will be negotiated on a case-by-case basis. The proportion will be assessed by

mutual agreement between the Parties, applying the usual assessment criteria (including staffing costs, financial support for programs, infrastructure costs related to the realisation of the results, industrial contribution).

Each Party undertakes to treat as confidential, and not to disclose to third parties, the information which comes to its knowledge during the activities carried out jointly.

Article 7: Duration

This agreement will be valid for a period of 4 years and will be automatically renewed for a similar period unless by joint agreement.

It can be modified and extended to third parties on joint agreement between the Parties.

It can be terminated in writing by one of the Parties, provided notice is given at least six months before the intended date of termination. Activities which have been approved under this agreement and are ongoing at the time of termination will be allowed to continue until their original date of termination.

Article 8: Applicable law and dispute resolution

The Agreement will be governed by French law, and the French courts will have exclusive jurisdiction over any disputes which may arise between the Parties. The court will be jointly selected by the Parties.

This Agreement has been drafted in 12 original sets in the English language.

Nancy, February 7, 2007

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