DIRAC Consortium Collaboration Agreement
for Development and Maintenance of the DIRAC Software for Distributed Computing

BETWEEN

1. Centre National de la Recherche Scientifique ("CNRS"), public establishment for scientific and technological research, SIREN no. 180 089 013, APE/NAF code 7219Z, located at: 3 rue Michel Ange 75794 Paris Cedex 16, France, represented by Mr Alain FUCHS, its President who has delegated the Délégué Régional for délégation Provence and Corse, Mr. Younis HERMES, to act on his behalf for the purposes of this Agreement,

Université D’Aix-Marseille, public Establishment of a scientific, cultural and professional nature, SIREN 130 015 332, APE/NAF code 8542Z, located at Jardin du Pharo, 58 Bd Charles Yvon, 13284 MARSEILLE Cedex 07, France, represented by its president, Mr. Yvon BERLAND,

The Université d’Aix-Marseille having given a mandate to the CNRS, dated on January, 20th, 2012, for the signature of the present Agreement,

CNRS and Université d’Aix-Marseille, hereafter called the “ESTABLISHMENTS”, acting jointly for and on behalf of the Centre de Physique des Particules de Marseille ("CPPM"- UMR 7346), directed by Mr Eric KAJFASZ,

2. Universitat de Barcelona, ("UB"), Spain, public institution with the specific mission of providing the public service of higher education through research, teaching and study, NIF Q0818001J, located at Gran Via de les Corts Catalanes, 585, 08007 Barcelona, Spain, represented by its rector M. Didac Ramírez Sarrió, in accordance with his appointment by Decree 160/2012, of December 11 (DOGC 6272, December 12), as representative of this institution and in virtue of the powers conferred on him by the Statute of the University of Barcelona approved by Decree 246/2003, October 8 (DOGC nº 3993, October 22),

3. The European Organization for Nuclear Research, ("CERN"), an Intergovernmental Organization having its seat at Geneva, Switzerland, duly represented by Livio Mapelli,

Hereinafter referred to as “Parties” or individually as “Party”.

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Introduction

The **DIRAC Distributed Computing Project** (the “DIRAC Project”) provides an open source software framework for building distributed computing systems. The DIRAC software framework is designed to create services for distributed computations in various environments such as grids, clouds and clusters. The DIRAC software was initially developed to meet the needs of the LHCb High-Energy Physics experiment at CERN. It was first used for massive production of the LHCb modeling data and was later extended to support all the distributed computing operations, including Data Management and User Analysis. The DIRAC Project introduced several innovations focusing on the needs of large and distributed scientific collaborations.

Based on this framework, the DIRAC Project develops and maintains software systems supporting standard distributed computing tasks. The DIRAC Workload Management System provides all the necessary components to ensure efficient execution of user jobs using heterogeneous computing resources. It makes a special emphasis on fault tolerant operations in unstable distributed computing environments. Support is provided for large user communities with complex internal policies of computing resource usage for massive data processing. The DIRAC Data and Storage Management Systems provide tools for seamless access to various types of data storage, data cataloging and classification as well as for efficient and reliable massive data replication.

The DIRAC software framework allows easy extension of its already existing functionality for the needs of new user communities. A number of user communities in different domains already adopted the DIRAC software as the basis for their distributed computing systems.

The purpose of the present collaboration agreement (the “Agreement”) is to confirm the collaboration between the partners to the DIRAC Project (the Parties) and their willingness to ensure the steady development and continuous support of the DIRAC software.

The Parties will form the DIRAC Consortium.

This Agreement is not binding, it being understood however that, through their signature of this Agreement, the Parties recognize that the success of the Project depends on each Party adhering to its provisions.

The parties agree as follows:

**Article 1: Subject matter of the Agreement**

This Agreement sets out the collaboration between the Parties in order to
contribute to the development and maintenance of the DIRAC software.

**Article 2: Duration and withdrawal from the Agreement**

This Agreement shall have an initial duration of three (3) years from the date of its signature by all Parties and may be renewed by mutual written agreement of the Parties.

Either Party may withdraw from the DIRAC Consortium without having to express the grounds for such action, by giving three (3) months written notice to the other Parties.

Such withdrawal from the Agreement will have no consequence on the intellectual property rights of the DIRAC software and its license, as set out in Article 3.

**Article 3: Intellectual Property**

The Parties together hold the copyright for the DIRAC software, which is distributed under the Open Source GPL v3 license (as set out in Annex 1 to this Agreement).

**Article 4: DIRAC Collaboration governing rules**

The DIRAC collaboration is governed by a **Board of Representatives**, where each Party shall be represented by one member. The Board of Representatives will meet at least once a year in order to:

- Elect the **Coordinator** of the Consortium by consensus from within the Parties. The Coordinator will represent the Consortium in front of third parties and will be an ex-officio member of the Board of Representatives, without voting rights. The mandate of the Coordinator will be for two years and can be extended by the Board of Representatives. The Coordinator can appoint a Deputy (to be ratified by the Board of Representatives) who represents him in his absence. The **Coordinator** has the following mandate:
  
  i. represent the Consortium in meetings with third parties in matters related to the Consortium,
  
  ii. promote the dissemination of the DIRAC software among new communities and resource providers, inviting new parties to join the Consortium when appropriate,
  
  iii. decide upon matters of the Consortium between meetings of the Board of Representatives, calling for its meeting if required (e.g., to decide on the support for a new DIRAC based installation). In any case, he is responsible for calling the meeting of the Board at least once a year, and
  
  iv. invite representatives of third parties to a meeting of the Board of Representatives when appropriate.

- Appoint by consensus a **Technical Coordinator** from within the developers of the project. It will be the responsibility of the Technical Coordinator to decide
on short-term development needs and priorities, and new releases, and to convey them to the developers and the interested communities.

- Report on the progress of the DIRAC Project and on other matters of interest for the Consortium.
- Decide by consensus of the members upon issues related to the Consortium, in particular about:
  i. the incorporation of new signing institutions willing to join the Consortium that from the moment of the signature will become parties of the Consortium with equal rights as the founding parties,
  ii. support for the deployment and operation of new DIRAC based installations as well as any other issue related to the already existing installations. This includes both dedicated installation for large user communities and installations by service providers using the DIRAC software to give access to their resources for multiple communities,
  iii. long term development plans of the DIRAC software, release and support policies for new and old versions of the DIRAC software, respectively. These plans should take into account the requirements expressed by the supported communities and resource providers.

- Decide by consensus on the modification of these Governing rules.

Any of the Parties, or any of their members, is free to provide support for the deployment and operation of DIRAC based installations for any user community in the terms that they might agree with the interested third parties. For the purpose of this Agreement it is only requested that the Coordinator of the Consortium is informed if this support is formalized in a signed document.
DIRAC Consortium Collaboration Agreement Signature Block

For CNRS
Signature:
Name of Signatory:
Younis Hermes

For UB
Signature:
Name of Signatory:
Dídac Ramírez Sarrió

For CERN
Signature:
Name of Signatory:
 Livio Mapelli
Annex 1: The DIRAC software license

The DIRAC software is distributed under the GPL v3 license as set out in the following.

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Version 3, 29 June 2007

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Finally, every program is threatened constantly by software patents. States should not allow patents to restrict development and use of software on general-purpose computers, but in those that do, we wish to avoid the special danger that patents applied to a free program could make it effectively proprietary. To prevent this, the GPL assures that patents cannot be used to render the program non-free.

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

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c) Convey individual copies of the object code with a copy of the written offer to provide the Corresponding Source. This alternative is allowed only occasionally and noncommercially, and only if you received the object code with such an offer, in accord with subsection 6b.

d) Convey the object code by offering access from a designated place (gratis or for a charge), and offer equivalent access to the Corresponding Source in the same way through the same place at no further charge. You need not require recipients to copy the Corresponding Source along with the object code. If the place to copy the object code is a network server, the Corresponding Source may be on a different server (operated by you or a third party) that supports equivalent copying facilities, provided you maintain clear directions next to the object code saying where to find the Corresponding Source. Regardless of what server hosts the Corresponding Source, you remain obligated to ensure that it is available for as long as needed to satisfy these requirements.

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