

Lesser Open Bee License

Agreement version 1.3

This is the second released version of the Lesser Open Bee License.

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This Lesser Open Bee Agreement (“Agreement”) defines the rights of use, reproduction, distribution, modification and redistribution of any technical works or any physical products originally developed within Subject Project. Anyone who contributes, uses, reproduces, distributes, modifies or redistributes subjected works, related documentation or related physical products, as defined herein, or any part thereof, is, by that action, accepting, in full, responsibilities and obligations contained in this Agreement.

1. Definitions

The "Participant" is an organization or individual taking part in a Subject Project action and has their rights and obligations defined by this Agreement.

The "Consortium" is the term used to describe all of the Participants.

The “Coordinator” has a very specific role amongst the Participants in Subject Project. It has initiated Subject Project, leads Subject Project and guides future developments. It also monitors the compliance of Participants to their obligations under this grant Agreement which includes the Participants' obligations regarding Subject Project, intellectual property rights, dissemination, commercial, financial and use issues.

2. Open Bee Preamble

The goal of this Agreement is to set up a Consortium of Participants in order to develop and commercialize Subject Project. This Agreement defines initial rules used by default and general spirit within Subject Project by all Participants. No single country, single company, single organization, or single individual is able to develop, commercialize and operate Subject Project and its results by itself. Collective work and innovation by collaboration are fundamentals of Subject Project. Most of the time, it will be difficult to identify individual creations within Subject Project due to collaborative work and obvious deductions on given tasks. The time-frame of Subject Project is also not relevant for patent rights.

The Agreement is based on general, accepted, fair rules for all Participants and confidence in the Coordinator. The main risk, to offenders of this Agreement, is to be excluded from Subject Project by the Coordinator. Consortiums covered by this Agreement may have competitors that may benefit from Subject Project. It is assumed that conditions created within Subject Project will generate a more efficient project and achieve better results.

Following this assumption, technical sources and documentation of Subject Project will be disclosed to all Participants. In accordance with the Coordinator, delays occur in publication when patent procedures are engaged.

Associated works can be used on Subject Project. That is, any tasks, services or products that are not covered by this license and that are necessary to Subject Project. Thus, only interface work will be covered by this Agreement and disclosed to all participants.

3. Grant of rights

Under non-patent and patent rights subject to the terms and conditions of this Agreement, each Participant, with respect to their own contribution to Subject Project, hereby grants to each other Participant a non-exclusive, world-wide license, based on this Agreement, to engage in the following activities pertaining to Subject Project:

- Contribution,
- Use,
- Distribution,
- Reproduction,
- Modification,
- Sale,
- Offer for sale,
- Redistribution,
- Display.

The rights granted in this paragraph allow the recipient to sublicense those same rights. Such a sublicense must be under the same terms and conditions of this Agreement.

4. Obligation of Participants

All works of Subject Project must be made under this Agreement except for additions covered under paragraph "Associated works". Any documentation produced within Subject Project is also covered by this Agreement.

Whenever a Participant distributes or redistributes a task, a product or documentation, reference to this Agreement must be included. Participants using this license should reference their tasks within the Coordinator work program. Tasks are pre-approved by Coordinator who confirms intellectual rules that will be applied: open bee, waiting for patent, associated works.

Anyone using any tasks, product or documentation becomes a Participant as soon as copyrights, collective work rights or other intellectual properties are involved. In particular, technical documentation is allowed to be reproduced only for the scope covered by this Agreement. Reproduction of technical documentation concerns any physical means or any information technologies used today or in the future.

Customers of a specific Participant become Participants as soon as intellectual properties are involved. Quality delivery documentation for any products covered by this agreement should reference this agreement.

Foreground resulting from the project belongs to the Participant which generated it. In order to be able to prove ownership (as well as the date of generation) of foreground, all Participants shall maintain documents showing the development of the generation of knowledge or results, e.g. laboratory notebooks in accordance with proper standards. This may help avoid or resolve disputes between Participants about the origin of certain results and any attached intellectual properties.

Participants allow technical and financial audits to be performed by coordinator. Audit can be subcontracted according to usual principles. Participants should provide regular financial statements, at least yearly. Payments occur according to regular standards, at least before three months after invoice date.

In case of prosecution, procedure will be held in Paris (France).

5. Associated works

Subject Project needs associated works. That is, tasks or products used in Subject Project that are not covered by this Agreement. They may be already existing tasks or products covered by other licenses or other intellectual property rights. Those tasks or products can be included within Subject Project without necessity to be covered by the Lesser Open Bee License. Only interface works done by Participants to adapt those tasks or products to Subject Project are covered by this Agreement.

6. Lesser Agreements and royalties

Any Participant may use works done on Subject Project for technical or commercial use. A specific contractual agreement (“Lesser Agreement”) may be written for this specific use. To be valid, coordinator and all Participants concerned by this specific work shall sign this Lesser Agreement.

By default and without an accepted Lesser Agreement, royalties for Participants creating foreground are 7% of production costs.

7. Coordinator rules

The Coordinator of Subject Project is associated to tasks, developments and funding. The Coordinator’s goal is to achieve Subject Project. It is assumed that the Coordinator will obtain better benefits (financial and other) by implementing fair rules on the project.

In case of specific funding obtained on Subject Project or sub-tasks, by any Participant, coordinator is included as overall project manager and technical leader. By default and without specific agreement, Coordinator task is 5% of the total funding.

8. Final sales rules

By default, Royalties for Coordinator are 5% of sales done by any Participant, for any usage of any tasks, any services or any products generated by or initiated on Subject Project.

9. Warranties and liabilities

Subject Project is provided “as is” to all Participants without any warranty of any kind, either expressed, implied, or statutory. It is disclaimed all warranties and liabilities regarding associated works. There is no warranty that Subject Project will conform to specifications. There are no implied warranties of merchantability, fitness for a particular purpose, or freedom from infringement. There is no warranty that Subject Project will be error free. There is no warranty that documentation, if provided, will conform to Subject Project. This Agreement does not, in any manner, constitute an endorsement by any Participant or any prior Participant of any results, resulting designs, hardware, software products and physical products resulting from use of the Subject Project.

Only warranties and liabilities on tasks or products covered by an authority certification, given to a specific Participant, to a related works of Subject Project will be accepted by this Participant.

10. Revised versions of the license

Bee-Plane may publish revised and/or new versions of Lesser Open Bee License. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns. Each version is given a distinguishing version number. Works have to be ordered and achieved with a reference to a specific version number. Work started with a Lesser Open Bee License and a specific version number may change license or version number with unanimous acceptance by all Participants of the related works.

11. Contact

Our homepage and contact form can be found at www.bee-license.com