

REGULATIONS FOR THE SCALA INDUSTRY AFFILIATES PROGRAM

Effective as of March 10, 2016

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INTRODUCTION

The Scala Center is a center created in 2016 by Ecole Polytechnique Fédérale de Lausanne (hereafter “EPFL”). The Scala Center is a part of EPFL, being an internal unit within EPFL’s Vice Presidency for Information Systems and, as such, has no legal status separate or independent from EPFL.

Broadly stated, the mission of the Scala Center is to improve the experience of becoming and being a Scala developer. Towards that goal, the Scala Center aims to (1) provide deep, quality, educational materials for Scala; and to (2) independently guide the entire Scala community and coordinate and develop open source libraries and tools for the benefit of all users.

The Scala Affiliates Program (hereafter the “AP”) aims to involve affiliate companies, organizations, and/or individuals in the Scala Center’s activities.

Benefits of membership in the AP include:

- The opportunity to participate on the Scala Center’s Advisory Board
- The potential to propose and vote on recommendations for Scala Center initiatives which benefit the overall Scala open source ecosystem or the Scala educational landscape.
- Recruitment opportunities at EPFL.
- Regular reporting on the Scala Center’s activities.
- Participation in the Scala Center’s annual event.

These regulations set forth the terms and conditions for the participation of companies, organizations, and/or individuals in the AP.

ARTICLE 1: Membership

Section 2.1: Classes of Membership

There shall be two classes of membership in the AP:

- (a) Advisory Board Member;
- (b) Affiliate Member.

As used herein, the term "member" may be used to refer generically to a Advisory Board Member or an Affiliate Member.

Section 2.2: Membership Qualifications

The following shall be the requirements for membership:

Members shall be individuals or entities that engage in or support the production and use of the Scala programming language and other open source technologies. Each Member shall pay the annual membership dues identified in [Schedule A](#) hereto for Advisory Board Member or Affiliate Member, as the case may be.

Section 2.3: Advisory Board Members

Each Advisory Board Member, while in good standing, shall be entitled to:

- A. appoint one representative to serve as a Delegate with voting rights in accordance with [Section 3.5](#), [Section 3.11](#) and [Section 4.2](#) herein;
- B. eligibility of the Delegate representative it appoints to the Advisory Board to run for election as an Officer in accordance with [Section 4.2](#) herein ;
- C. the opportunity to participate in recruiting events held at EPFL;
- D. the opportunity to participate in an annual one-day summit which aims to bring together participants from industry, students and other members;
- E. regular transparency reports, as described in [Section 2.10](#), detailing the activities of the Scala Center;

Section 2.4: Affiliate Members

Each Affiliate Member, while in good standing, shall be entitled to:

- A. nominate a representative as a candidate for election as an Affiliate Member Delegate to the Advisory Board with voting rights in accordance with [Section 3.5](#), [Section 3.11](#), and [Section 4.2](#) herein;
- B. rights C-E in [Section 2.3](#) above.

Section 2.5: Admission

Admission of members shall be made by the Executive Director of the Scala Center upon determination by the Executive Director that the member meets the qualifications established for membership as set forth in these Regulations.

Section 2.6: Fees

The Membership Fees may be amended or revised by the Executive Director; provided, however, that any such amendment or revision shall not operate retroactively, nor shall any increase take effect until such time as any then-current member becomes obligated to pay its next annual membership fees. The Executive Director may additionally establish a policy for acceptance of in-kind contributions.

Section 2.7: Resignation of a Member

Any member may resign from this AP by writing to the Secretary of this AP. Resignation of a member shall not relieve the member from any obligations the member may have to this AP as a result of obligations incurred or commitments made prior to resignation, including without limitation, any membership fees that are due and owing prior to the resignation. A resigning member shall not be entitled to receive any refund, pro rata or otherwise, of any membership fees for the balance of the calendar year in which the resignation is effective.

Section 2.8: Removal of a Member

Membership may be terminated by the Executive Director of the Scala Center for a breach of these Regulations by the member, or in the event that circumstances affecting a member are harmful to the Scala Center's reputation, if such breach or incident (where capable of remedy) has not been remedied by the member within a period of 30 days from receipt of a notice requiring it to do so. Except in the case of termination for non-payment of membership fees in timely fashion, the Executive Director may also grant the member an opportunity for the member to be heard by the Executive Director, orally or in writing, no less than five days before the effective date of the termination.

Section 2.9: Property Rights

No member shall have any right or interest in any of the property or assets, whether tangible or intangible, including any intellectual property right, of The Scala Center. Such property and assets belong to EPFL.

Section 2.10: Non-Liability

No member shall be liable for the debts, liabilities, or obligations of this AP or the Scala Center merely by reason of being a member of the AP.

Section 2.11: Non-Transferability

No member may transfer value or otherwise membership or any right arising therefrom, and all rights of membership shall cease upon the member's death, resignation, expulsion, termination, or dissolution.

Section 2.12: Regular Reports

The Scala Center shall produce, and make available to the members regular reports on the AP's activities as follows: (a) reporting the minutes following each Advisory Board meeting, and (b) an annual report of the activities of the AP.

ARTICLE 3: AP Advisory Board

Section 3.1: Role

The Advisory Board gives feedback to the Scala Center Executive Director and management team about the Scala Center activities and may make recommendations for future activities. For the avoidance of doubt, the recommendations of the AP Advisory Board are not binding upon the Scala Center.

Section 3.2: Composition of Advisory Board; Terms

The Advisory Board members serving on the Advisory Board shall be selected in the manner set forth in this section.

- A. Advisory Board Member Delegates. Each Advisory Board Member shall appoint an individual to represent them on the Advisory Board. Advisory Board Member Delegates

are eligible to be elected as Officers, in accordance with [Section 4.2](#) of these Regulations.

- B. Affiliate Member Delegates. Each Affiliate Member has an option to propose a candidate for election to the Advisory Board. The number of Affiliate Member Delegates elected to the Advisory Board must be strictly fewer than the number of Advisory Board Member Delegates at all times. Affiliate Member Delegates are eligible to be elected as Officers, in accordance with [Section 4.2](#) of these Regulations.
- C. Community Delegate. The Executive Director may appoint an individual from the broader Scala community to serve on the Advisory Board. The Community Delegate is eligible to be elected as an Officer in accordance with [Section 4.2](#) of these Regulations.

The Executive Director of the Scala Center shall be a member of the Advisory Board ex-officio, without any voting power. The Executive Director may invite other staff members of the Scala Centers to participate in meetings of the Advisory Board without any voting powers.

Section 3.3: Executive Director

The Scala Center being a unit of EPFL, the Executive Director of the Scala Center is appointed by EPFL, and shall have general supervision, direction and control of the business and affairs of The Scala Center. In particular, the Executive Director shall decide, in consideration of Recommendations from the Advisory Board, and budgetary, contractual and legal constraints, the appropriation of financial and other assets of The Scala Center in executing The Scala Center's business. The Executive Director shall from time to time report to the Advisory Board of the AP all matters within the Executive Director's knowledge affecting the The Scala Center that should be brought to the attention of the Advisory Board of the AP.

Section 3.4: Number of Advisory Board Delegates

The number of Advisory Board Delegates should be fixed by the Advisory Board, but in no event shall it contain fewer than four (4) or more than ten (10) elected Advisory Board Delegates.

Section 3.5: Election of Advisory Board Delegates

A number of elections will take place to elect Affiliate Member Delegates to the Advisory Board until the maximum number of Affiliate Member Delegates has been elected or until strictly fewer than three (3) candidates who have not yet been elected are standing for election. Each Affiliate Member may nominate one candidate for election to the Advisory Board. The Chairperson ([Section 4.6](#)), each Advisory Board Member Delegate and each Affiliate Member shall be entitled to one vote, and the candidate receiving the most votes shall be elected as an Affiliate Member Delegate on the condition that he or she receives votes from at least three (3) Affiliate Members. In the event that two or more candidates each receive the greatest number of votes, the Chairperson shall cast an additional deciding vote to determine which candidate is elected as an Affiliate Member Delegate. If no single candidate receives votes from at least three (3) Affiliate Members, the Chairperson may choose (a) to invite one or more candidates to withdraw their candidacy and to run the election again until an Affiliate Member Delegate is elected with votes from at least three (3) Affiliate Members, (b) to disregard the condition that the elected

Affiliate Member Delegate receives votes from at least three (3) Affiliate Members and to choose one of the candidates receiving the greatest number of votes to be elected as an Affiliate Member Delegate, or (c) to not to elect any candidate and cease further elections of Affiliate Member Delegates.

Section 3.6: Compensation

For the avoidance of doubt, Advisory Board Delegates shall not be compensated for their duties as Advisory Board Delegates.

Section 3.7: Place of Meetings

The Advisory Board may hold regular meetings, either within or outside of EPFL. Advisory Board meetings may take place by means of conference telephone, video conference equipment, or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

Section 3.8: Regular Meetings

Regular meetings of the Advisory Board may be held on a quarterly basis, unless otherwise agreed by the Advisory Board. Meetings will be held at such time and such place as shall from time to time be determined by the Advisory Board and communicated to the Advisory Board Delegates.

Section 3.9: Recommendations

The Advisory Board shall decide, by process of a vote during a Regular Meeting, to agree upon recommendations to the Scala Center as described in [Section 3.1](#) of these Regulations.

Section 3.10: Voting

Upon the direction of a Chairperson, a proposed Recommendation will be offered to the Advisory Board Delegates to vote during a Regular Meeting. Each Delegate of the Advisory Board may cast one vote (a) in support of adoption of the proposed Recommendation, (b) against adoption of the proposed Recommendation, or (c) abstaining from the Vote. If the number of votes cast in support of adoption of the proposed Recommendation is strictly greater than the number of votes cast against the proposed Recommendation, the Recommendation is adopted as a Recommendation of the Advisory Board. If the number of votes cast in support of the proposed Recommendation and against the proposed Recommendation are equal, the Chairperson shall cast an additional deciding vote either in support of the proposed Recommendation or against the proposed Recommendation.

ARTICLE 4: Officers

Section 4.1: Officers

The Officers of the AP shall include a Chairperson, a Technical Advisor, and a Secretary, and such other Officers that the Advisory Board may appoint from time to time. One person may hold two or more offices.

Section 4.2: Nomination and Election

The Officers of this AP shall be elected annually by the Advisory Board in accordance with this article. All Advisory Board members may nominate their Advisory Board Delegate as a Candidate for Officers of this AP. All Delegates then in office may vote on Candidates for such offices. Such offices shall be filled in an election upon the vote of a majority of Delegates then in office, according to the voting procedure described in [Section 3.11](#) herein.

Each Officer's term of office shall be one year. There shall be no prohibition on re-election of an Officer following the completion of that Officer's term of office.

Section 4.3: Tenure

Any Officer elected by the Advisory Board may be removed at any time by the Advisory Board. Any Officer may resign by delivering his or her written resignation to the Executive Director of the Scala Center.

Section 4.4 Vacancies

A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Regulations for regular appointments to such office.

Section 4.5: Chairperson

The Chairperson of the Advisory Board shall conduct proceedings during all meetings of the Advisory Board. The then-serving Chairperson shall have the authority to cast a tie-breaking vote in the election of any Advisory Board Delegates or Officers other than the Chairperson, or in a Vote on a Recommendation

Section 4.6: Technical Advisor

The Technical Advisor has responsibility for providing technical guidance or opinions to the Advisory Board on technical matters sought from time to time by the Advisory Board. Any member of the Advisory Board may raise a question on a technical matter, and the Technical Advisor shall be responsible for providing a timely answer, or seeking third-party expertise in providing an answer.

Section 4.7: Secretary

The Secretary shall perform the following: (a) official recording of the minutes of all proceedings of the Advisory Board meetings; (b) provision for notice of all meetings of the Advisory Board; (c) maintaining current and accurate membership lists.

Section 4.8: Compensation

For the avoidance of doubt, Officers of the AP shall not be compensated for their duties as Officers.

ARTICLE 5: Miscellaneous

Section 5.1: Amendments

These Regulations may be amended or revised by the Executive Director of the Scala Center; provided, however, that any such amendment or revision shall not operate retroactively, and shall be communicated in writing to each member at least six (6) months before become effective. Any member may resign following the communication of the revised or amended Regulations, according to [Section 2.5](#).

Section 5.2: Non-Exclusivity – Competition Law

The Scala Center AP is set up on a non-exclusive basis. Each member and the EPFL are free to carry out or participate in any other activities of any kind including in the scientific field of the Scala Center, and to develop competing technologies and standards, and to license its intellectual property rights to third parties, including for the purpose of enabling competing technologies and standards.

The Scala center and the AP members shall encourage open participation from any organization which meets the AP membership requirements (which shall be objective, reasonable, appropriate and non-discriminatory), regardless of competitive interests. In participating in the AP activities, each member and EPFL shall comply with applicable competition law.

Section 5.3: Discontinuation of Activities

EPFL reserves the right to discontinue the AP; provided, however, that any such discontinuation shall be communicated in writing to each member at least nine (9) months before the end of a calendar year.

Section 5.4: Scala Codebase

It is hereby reminded that the Scala codebase is open source code owned by EPFL and distributed under the BSD license; the Scala code is available in several repositories on GitHub. Each contributor is required to sign the Scala Contributor License Agreement (available at <https://www.typesafe.com/contribute/cla/scala/current>).

Section 5.5 Names and Logos

The members have the opportunity to promote their brand on the Scala Center website and reports. Any member accepting its logo to be shown on the Scala Center web site hereby grants to EPFL, for the term of such membership in the AP, a non-exclusive, paid-up license to use the member name and logo on the Scala Center web site as well as in the Scala Center presentations of the AP; EPFL shall not use the members names or logos for other purposes without prior written consent.

No member shall use the name or logos of EPFL, Scala Center or other EPFL sub-units without prior written consent.

Section 5.6: Applicable Law - Disputes

These Regulations shall be governed by Swiss material law.

In case of any dispute arising between EPFL and any member(s) of this AP, EPFL and the concerned member(s) shall first strive to resolve it amicably, escalating it to their respective higher management. If the dispute is not resolved amicably within two months, any concerned party may brought the dispute before the courts. The exclusive place of jurisdiction shall be Lausanne, Switzerland.

SCHEDULE A

Membership Fees Schedule

Members	Annual Membership Dues
Advisory Board Member	starting at 50,000CHF
Affiliate	starting at 15,000CHF