



# Charter and Rules

The Bull User Group for eXtreme computing, BUX is an independent world-wide group of users founded on the 20<sup>th</sup> of June 2011, that will cooperate to increase the capabilities of large-scale, parallel scientific and technical computing supplied by Bull, to promote the exchange of information and understanding of these systems, and to provide guidance to Bull on the essential development and support issues for large-scale technical systems. Bull as an Affiliate is committed to support this user group.

BUX is the result of discussions that took place in Paris first half of 2011 between users of Bull extreme computing solutions. The objectives of the BUX are:

- Sharing of experience between Members and with Bull
- Providing Bull with inputs and helping set priorities for Bull (technology, service and support ...)
- Networking with Bull HPC experts during BUX events
- Highlighting emerging technologies and helping foster long-term developments

## Rules

### Article 1. Membership

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- Art. 1-a Membership is by a legal entity. A multi-site legal entity is represented as a single Member. A natural person cannot be Member.
- Art. 1-b Each Member must designate a natural person as its representative and one as a deputy. They can be modified at any time by written or electronic notification supplied to the President.
- Art. 1-c Members must have a signed and current non-disclosure agreement with Bull.
- Art. 1-d Founding Members are Members who have signed this charter and rules before June 15<sup>th</sup>, 2011.
- Art. 1-e Members must have accepted and signed the present Charter and Rules..
- Art. 1-f Information exchanged and debates inside the BUX are not intended to be made publicly available outside BUX. Therefore, Members are committed to limit the disclosure of such information to their own employees only. These rules of confidentiality are determined in Annex 1.
- Art. 1-g Applying institutions must either operate a large Bull HPC system or have entered into a contract to have such a system delivered to their site within one year of the date of application.
- Art. 1-h To retain active status as a Member site, institutions must maintain an active Bull HPC system configuration. If the Bull HPC system configuration changes significantly at any Member institution, that institution's status as an active Member will be reviewed and reconsidered by a vote of the remaining BUX membership. If the result of the remaining BUX membership vote is to remove a specified site from BUX, then that institution shall be removed from membership role and will not be permitted to attend BUX meetings and participate in BUX discussions. Organizations that are removed as Member shall be reconsidered for future membership at such time they again meet membership criteria and apply to join BUX.
- Art. 1-i Any institution that has not participated in BUX for a (2) two years span will be considered for having its membership revoked. Participation is defined as

- 1- Attendance at the General Meeting.
  - 2- Attendance at least one conference each year.
  - 3- Voting.
  - 4- Making reports and documentation.
- Art. 1-j Non-Participating Members will have their voting privileges revoked without a Member vote and are not taken into account for the quorum. Reinstatement is automatic after attending two consecutive meetings. Non-Participating Members can be removed from membership after Members vote.
- Art. 1-k A Member institution may remove itself from BUX by request of the Member representative to the Secretary.

## **Article 2. Criteria for New BUX Member applications**

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- Art. 2-a An institution that wishes to join the BUX has to be sponsored by an existing Member or by Bull and must electronically submit a written application to BUX which provides the following information about their institution and its activities.
- 1- Name and location of institution
  - 2- URL for institution (if available)
  - 3- A natural person at the Institution for BUX and a deputy (include name, mailing address, e-mail address, telephone and fax).
- Art. 2-b Each of the following criteria factor are taken into account into the evaluation of a new Member application but the final decision is the vote of the assembly. An applying institution should describe its capabilities and activities.
- 1- Bull HPC system configuration already installed or ordered
  - 2- Institutional commitment on scientific / technical computing with a focus on large parallel computing.
  - 3- Institutional objective to track advancements in parallel software and hardware technology.
  - 4- Active R&D efforts in applications, tools/libraries or system for the HPC System, either individually by the institution or in collaboration with Bull.
  - 5- Type of activities and contributions the institution plans to have in BUX.

## **Article 3. Process for New BUX Applications**

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- Art. 3-a New Member applications are to provide all of the information specified in Article 2. The application is submitted to the Secretary who will send it to the Board of Directors for a vote after having received the explanation of the existing Member supporting the application.
- Art. 3-b The Board of Directors confirms that the candidate as a Member is compliant with the criteria and subjects the application to all the Members, the assembly.
- Art. 3-c The Secretary will collect the votes and notify the applicants of the outcome.
- Art. 3-d New Members will be introduced by e-mail to all institution representatives.

## **Article 4. Affiliates**

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- Art. 4-a An Affiliate is an institution that is providing solutions to enhance BUX Members use of Bull HPC systems for scientific and technical computing, but is not a Member of BUX or does not otherwise qualify for membership and cannot vote to the board and annual meetings.
- Art. 4-b The Members of BUX vote to accept an institution as Affiliate.
- Art. 4-c Bull SAS (here named "Bull") is an Affiliate of BUX.
- Art. 4-d Affiliates must have accepted and signed the present Charter and Rules including the Rules of Confidentiality.
- Art. 4-e Each BUX Affiliate must indicate a representative natural person (the "Liaison officer") and a deputy natural person. They can be modified at any time. Written or electronic notification shall be supplied

to the President to change the representative and its deputy.

Art. 4-f The Liaison Officer of an affiliate can be invited to join a board meeting, a general meeting and a SIG meeting.

Art. 4-g An Affiliate institution may remove itself from BUX by request of its representative to the Secretary.

## **Article 5. Board of Management (Directors)**

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Art. 5-a The Board of Management shall comprise of a President, Vice-President and Secretary. They are named "Directors". President and Vice-President are natural persons representing a Member and appointed by the membership for this position. They can be different from the representative or the deputy of the Member.

Art. 5-b When voting on any board position, Members vote on both a natural person and a Member. Should any of these two components change, the board position is missing.

Art. 5-c After the first election of the Directors, the Members vote on the position of President in even years and on the positions of Vice-President and Secretary in odd years: All Directors shall be elected to serve a two year term. The elections of Directors take effect at the General Meeting.

Art. 5-d If the President is unable to fulfil the duties or resigns, the Vice-President assumes the duties of the President and completes the President's term

Art. 5-e A simple majority of the Members that are eligible for a vote are required to appoint the Board Members. On Members decision, a Bull representative can be elected as Secretary.

Art. 5-f The Secretary will collect the votes and notify the result during the meeting.

Art. 5-g An election by email will be taken as needed to fill a vacant Vice-President position.

Art. 5-h The Board will approve membership applications, meeting and local event sites, their agenda, the managing of the local events in relationship with local event chair and conduct other business of the organization as needed.

Art. 5-i The Board must convene the general meetings of the Members at least once a year.

Art. 5-j A quorum shall be any two Members including the President.

Art. 5-k The Directors and the Affiliates can delegate their attendance to the Board meetings to another Director or another Affiliate.

Art. 5-l The President will preside over meetings and conduct all votes. They must convene the Board of Directors meetings.

Art. 5-m The Vice President will serve in the absence of the President and will coordinate the organization of the meetings.

Art. 5-n The Secretary will conduct all correspondence with other organizations and Members and maintain the minutes of all meetings. He announces the result of the votes.

## **Article 6. Voting**

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Art. 6-a The Member representative shall be the voting Member.

Art. 6-b Each BUX Member is eligible and has a single vote on all BUX activities and motions except the Non-Participating Members as set forth in Article 1.

Art. 6-c The Member can vote both being present at a meeting or via e-mail or mail whatever the subject is.

Art. 6-d Any mail or e-mail must be sent to the Secretary. In case a Member vote is present at a meeting and a vote via e-mail or mail for the same activity or motion is received, the vote being present prevails.

Art. 6-e Votes will succeed by a plurality of those voting.

Art. 6-f All current Member institutions are eligible to vote. Should the vote be realized by e-mail, the voting period shall be limited to 30 days. Any Member that will regain voting privileges during the voting period shall be permitted to vote on the motion.

Art. 6-g The Secretary will collect the votes.

Art. 6-h There are three possible votes that an eligible institution can cast: YES, NO, ABSTAIN. A vote of YES is in support of a motion. A vote of NO is a vote NOT in support of motion. A vote ABSTAIN is a

not recorded vote. Sponsoring an application for membership in front of the Board of Directors is recorded as a YES for the application. Any eligible institution not casting a vote shall be counted as abstaining from the vote.

- Art. 6-i A valid vote consist of a minimum of 1/3 the total number of eligible voting institutions. If the number of votes cast not meets this limit, the motion is dismissed. The applicable majority is 50% of the recorded Vote.
- Art. 6-j The Secretary will collect the votes and report the outcome.

## Article 7. General Meetings

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- Art. 7-a The Board of Directors shall organize at least one meeting per year named **General Meeting** as often as necessary. The meeting shall consist mainly of talks and discussions of interest to Member sites relating to advanced scientific or technical work on Bull HPC Servers.
- Art. 7-b The Directors shall convene the General Meeting and circulate the agenda to all Members at least one calendar month before the meeting. Attendance at meetings will be open to Members, Affiliates, and others determined appropriate by the Board, some restrictions of non-members participation can be defined for sessions of the General Meeting.
- Art. 7-c Meetings will be held as determined appropriate by the Board and Members. The Directors shall nominate for each meeting a Member as a program chair and a local chair to assist the President in organizing the meeting. The local chair and the program chair can be the same Member.
- Art. 7-d The program chair shall collect the proposals for presentations from Members and Affiliates and elaborate the agenda to be approved by the Board.
- Art. 7-e The local chair shall coordinate the operation of the meeting facilities (hotel, lunches, coffee breaks, banquet...) and the registration process. The local chair shall set in relationship with the Board of Directors, the attendance fees for each meeting and can collect subventions from the Affiliate and invited institutions. Any money left out for a meeting shall be used solely to further the objectives of BUX.
- Art. 7-f During the meetings, for any vote, the rules of quorum and majority are the same as the rules of voting set forth in Article 6.
- Art. 7-g The Members that are eligible for a vote are required to be unanimous to approve an activity or motion or modify the present Charter and rules or create and modify the internal regulation.

## Article 8. Special Interest Group ("SIG")

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- Art. 8-a The President can propose the creation of SIGs to focus on some specific topics of BUX. Each of the major areas of interest shall be represented by a SIG. It can be technical (High Availability, IO ...) or represent a community interest (End Users, Large Compute Centres ...)
- Art. 8-b SIGs will be created on vote by the Members.
- Art. 8-c Board of Directors will appoint SIG leads as necessary to perform the duties of the SIGs.
- Art. 8-d The "Liaison officer" can appoint a "SIG Liaison officer".
- Art. 8-e The role of the SIG leader includes authorship of the section of the annual report that relates to the subject area of the SIG and liaison with the SIG Liaison Officer.
- Art. 8-f SIG leads may organize "SIG meetings" in order to address specific issues or to work on a specific topic.
- Art. 8-g The SIG leads, in connection with the Affiliate, will decide the participation of non-Members (Affiliates and others) to the SIG Meetings and the practical aspects of the organisation.

## Article 9. Exclusion of a Member

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- Art. 9-a In case of breach by a Member of the present Charter and Rules, especially the Art. 1-e relating to the confidentiality and the Non-Disclosure Agreement with Bull, a Member can be definitively excluded from BUX.
- Art. 9-b The exclusion of a Member is proposed by the Board of Directors after having heard from the

concerned Member and voted by the Members, the concerned Member being not eligible. A memorandum explaining the reasons of the proposal for the exclusion must be communicated by the Board of Directors and can contain the answer of the concerned Member if any.

## **Article 10. Alterations and Interpretations and winding-up**

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- Art. 10-a No alteration may be made to the Articles except at a General Meeting called for this purpose and be compliant with the rules set forth in Article 6.
- Art. 10-b Any matter not dealt with the Articles shall be dealt with by the Board of Directors according to the spirit of the Articles; their decision shall be final.
- Art. 10-c The winding-up of the organization can only be decided unanimously.

# ANNEX 1

## RULES OF CONFIDENTIALITY

These Rules of Confidentiality (hereafter called RULES) are made as an Annex (Art. 1-e) of the Charter and Rules of BUX, the Bull User Group for eXtreme computing, and entered into as of the acceptance and signature of the Charters of Rules (the "Effective Date"), by and between each "MEMBER or AFFILIATE of BUX" (hereafter called "ENTITY")

In the present RULES, information shall be defined as all written and oral information, previously possessed by an ENTITY and created during and by the SIG and more generally all these information shared during the meeting of BUX.

Each ENTITY is willing to disclose certain information including confidential and proprietary information at their respective sole discretion to each.

Each ENTITY agrees that, in BUX, any information shall be governed by the following terms and conditions.

### Definition

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Each ENTITY acknowledges and agrees that all information related to their cooperation as ENTITY received by the receiving party ("Recipient") from the transmitting party ("Discloser"), and any other information to which either party may have access by virtue of these RULES, including information in oral form shall be deemed to be confidential and proprietary unless the Discloser shall advise the Recipient that such information do not need to be treated as confidential and proprietary. Such confidential and proprietary information shall not include:

- a) Information which was in the public domain at the time of disclosure hereunder, or
- b) Information which was rightfully in the Recipient's possession without binder of secrecy prior to the time of its disclosure hereunder, or
- c) Information which, though originally Confidential and Proprietary Information, subsequently becomes part of the public knowledge and literature through no fault of the Recipient, as of the date of its becoming part of the public knowledge and literature, or
- d) Information which, though originally Confidential and Proprietary Information, subsequently is received by the Recipient from a third party who is free to disclose the information without binder or secrecy, as of the date of such third party disclosure, or
- e) Information which is disclosed in response to a valid order of a court or is otherwise required by law to be disclosed, provided the Receiving Party gives sufficient notice to the Disclosing Party to enable it to take protective measures

If these exclusions apply to only a portion of the Confidential and Proprietary Information, then only that portion shall be excluded from the restrictions of these RULES.

### Handling of Confidential and Proprietary Information

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The Recipient shall maintain the Confidential and Proprietary Information in confidence starting from the Effective Date and for a protection period of five (5) years from the date of disclosing. The Recipient shall treat the Confidential and Proprietary Information received hereunder with the same reasonable care he uses in the protection of his Confidential and Proprietary Information and take reasonable precautions to limit the disclosure of such Confidential and Proprietary Information only to its employees who are necessary to evaluate such information and use it for the purpose(s) noted above. The Recipient shall maintain the trade secret and/or copyright notices and legends of the Discloser on all copies of the materials and documents of the Discloser.

## Limitation on disclosure

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The Recipient shall take reasonable and appropriate action by instruction or agreement with its employees who are permitted access to Confidential and Proprietary Information to satisfy its obligations hereunder. The Recipient shall not divulge, in whole or in part, such Confidential and Proprietary Information to any third without the written prior consent of the Discloser. Neither party shall disclose to any third party these RULES or any provision hereof or the substance of these RULES without the prior written consent of the other party.

## Limitation of use

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The Recipient shall have the right only to utilize the Confidential and Proprietary Information for the purpose of the objectives of BUX. The Recipient shall make no other use, in whole or in part, of any such Confidential and Proprietary Information without the prior written consent of the Discloser.

## Warranties

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Each ENTITY warrants that it has the legal right to make disclosures of Confidential and Proprietary Information under these RULES. ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE DISCLAIMED. ALL INFORMATION DISCLOSED HEREUNDER IS PROVIDED "AS IS." DISCLOSER ACCEPTS NO RESPONSIBILITY FOR LOSSES OR EXPENSES INCURRED AS A RESULT OF THE INFORMATION RECEIVED.

## Limitation of liability

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In no event shall an ENTITY be liable for incidental consequential, special or indirect damages hereunder.

## Termination

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The original and any authorized copies of Confidential and Proprietary Information in documented form provided to the Recipient by the Discloser, shall be returned to the Discloser within ten (10) days following the date of Recipient's written notice to the Discloser or upon written request by the Discloser, whichever is sooner. The confidentiality provisions of these RULES shall survive their termination. The parties agree that the terms and conditions of these RULES shall inure to the benefit and shall be binding upon the concerned ENTITY as well as to its respective successors, assigns, affiliates, parents, subsidiaries, officers, directors, employees, agents and any other representatives.

## Disclaimer

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These RULES set forth the entire agreement and understanding between the parties and supersede and merge all prior written and oral understandings, representations and discussions between them concerning this subject matter. These RULES may be amended only by a written agreement executed by the parties to these RULES.

## Enforcement

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In the event that any provision of these RULES is held illegal or unenforceable, the balance of these RULES shall remain in effect.

## Notices

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Any notices required by these RULES and any other written communications relating to these RULES shall be directed to the attention of the following named representatives:

Mr. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

These RULES shall be construed in accordance with and governed by the law of Belgium, with the exclusion of any conflict of law rules. Any actions arising out of this Agreement shall be submitted to the courts of Brussels.

I, undersigned (name) as (function) of ( name of the entity), declare that I approve all the articles of the Charters and rules of the association BUX including the rules of confidentiality and that (entity) is a Member of the association BUX”

For [Institution]: .....  
Name [Representative]: .....  
Title [Representative]: .....  
Date: .....

Signature: