



AGREEMENT TO ENTER THE UNL SOCIETY

The UNDL Foundation (hereinafter referred to as “the UNDL Foundation”), represented for this agreement by Dr. Hiroshi Uchida, Director of the UNDL Foundation,

And

Membership Applicant’s name: _____
Who (hereinafter referred to as “the Applicant”) is adhering to the terms and conditions of this agreement in order to enter the UNL Society as one of its members

Have agreed as follows:

Article I - DEFINITION OF THE UNL SYSTEM AND ASSET

1. The UNL System consists of the following components:
 - a. The Universal Networking Language itself, which consists of the UNL Relations, the UNL Attributes, the UNL Universal Words and the UNL Knowledge Base;
 - b. The UNL Language Servers, which consist of a set of, or one, conversion software from UNL to natural languages and from these to UNL, located in networks or in standing alone computers;
 - c. The UNL Architecture, which consists of the basic design of the UNL system structure for written or voice communication, and/or any further revision of it, or any future designs that include the UNL components specified in paragraphs a. and b. above.
2. The UNL Asset consist of all documents on the Universal Networking Language in written, oral or any other form that contain information data, applications or other media, on any content on any subject.

Article II - PRIVILEGES OF UNL SOCIETY MEMBER

3. The UNL Society Member shall have the following privileges:
 - a. To use the UNL System free of charge for the purposes of research and development, or for public services;
 - b. To have access to technical information and manuals from the UNL Centre;
 - c. To obtain advanced information on new developments of the UNL System, or new UNL related tools and products, and use them on experimental bases;
 - d. To participate in public events organized by the UNL Society.

Article III - OBLIGATIONS OF THE UNL SOCIETY MEMBER

4. The UNL Society Member shall recognize that the Universal Networking Language and the UNL Architecture, specified respectively in paragraph 1 a and 1 c above are, the property of the United Nations, and at all times shall remain free for all peoples;
5. The UNL Society Member shall contribute to the development, improvement and promotion of the UNL System;
6. The UNL Society Member shall observe strict confidentiality of all technical information, data, specifications and other sensitive material on the UNL System provided by the UNL Centre and those developed by other UNL Society Members that are declared as “confidential” or “classified”.
7. In line with Article II, the UNL Society Member shall provide access for the UNL Society Members, free of charge, to the technical specifications, information, data, R&D developments, or any product created by the Member with the use of the UNL System.
 - a. In case of commercialization of such products or developments, Article IV below applies as far as property rights, ownership and royalties are concerned.
8. The UNL Society Member shall refrain from commercializing, copying, distributing, or publishing in any form, UNL specifications, document, software, data or other materials provided by the UNL Centre without prior written consent from the UNL Centre. Notwithstanding this, the UNL Society Member shall be encouraged to publish studies and research results on UNL;

- a. When such results are produced with the use of UNL software, or resources, data and documentation provided by the UNDL Foundation, the Member shall make explicit reference to the UNL Centre and to UNL;
- b. The Member shall also provide the UNL Centre with a copy of the publication, or provide with access to it, if in electronic format.

Article IV - PROPERTY RIGHTS

- 9. The United Nations is, and at all times shall remain, the sole and exclusive owner of the property rights of the UNL System. This shall include the expansion and/or improvement of the Universal Networking Language, in particular new Universal Words, new Knowledge Base entries, as well as of the UNL Architecture, referred in Article I respectively in paragraphs 1 a and 1 c, above;
- 10. In matters related to UNL Language Servers and UNL documents referred in Article I, paragraph 1 b, and 1.2 respectively, the attribution of property rights and ownership shall be agreed upon between the UNDL Foundation and the UNL Society Member according following principles:
 - a. In products developed in total or in part, at the UNL Society Member's expense, the property rights and ownership, if not otherwise explicitly agreed, shall be shared according to the proportion of the expenses incurred;
 - b. The commercialization of such products shall be pursued on the basis of specific contractual arrangements made between the UNDL Foundation and the UNL Society Member;
 - c. If the Member distributes UNL-based products on a commercial basis, the UNDL Foundation shall be provided with royalties, in a percentage mutually agreed, but shall not exceed five percent of the total market value of the final product;
 - d. The royalties shall be reinvested by the UNDL Foundation for the maintenance, improvement and expansion of the UNL System;
 - e. Royalties shall not be charged on products that are distributed by the UNL Member free of charge.

Article V - ARBITRATION

- 11. These provisions shall remains in force after the expiration or termination of the present agreement;
- 12. Any controversy or claim arising out of, or in accordance with this agreement or any breach thereof, shall, unless it is settled by direct negotiation, be settled in accordance with the UNICITRAL Arbitration Rules as at present in force. Any arbitration award rendered because of such arbitration as the final adjudication of any such controversy or claim shall bind the parties.

Article VI - DURATION

- 13. The current agreement shall enter into force upon signature by the applicant and approval by the UNDL foundation.
- 14. This agreement shall have the duration initially of two years, and shall be automatically renewed unless otherwise expressed by one of the parties. If one of the parties wishes to terminate the agreement before or upon the expiring date, the intention shall be made to the other party in writing.

AGREED:

For the UNDL Foundation:

Name: Hiroshi UCHIDA
 Title: Director, UNDL Foundation
 Address: UNDL Foundation, 53-70 Jingumae 5-chome, Shibuya-ku, Tokyo 150-8925, JAPAN

For the Applicant:

Name: _____

Title & Organization: _____

Address: _____

Email: _____

Date: _____ Signature: _____