

Licence Agreement on Synthesizable HDL IP-Cores

(ESTEC licence reference number)

1.- Parties to the agreement.

1.1 LICENSOR. On the one side, the Licensor of the licensed subject, the European Space Agency, acting through its ESTEC establishment, located at Keplerlaan 1, 2201 AZ Noordwijk, The Netherlands. In this agreement the term “Licensor” always refers to the European Space Agency. For the purposes of the present agreement the Agency is represented by:

Name: Mrs V. Kayser

Title: Head of the Technology, Telecom & Procurement Division

1.2 LICENSEE. On the other side, the Licensee:

Company name	
Address	
Represented by	

2.- Definitions

For the purpose of the implementation and interpretation of the present agreement, the following definitions are agreed between the parties:

2.1 “HDL” stands for “hardware description language”.

2.2 “INSTANTIATION” is the process of implementing a representation of the synthesizable HDL IP-Cores within an integrated circuit or part of an integrated circuit. It is understood that an integrated circuit can be elaborated with any technology: Field Programmable Gate Array, Gate Array, Cell-based or Full-custom. An integrated circuit may be qualified as logic integrated circuit (or digital), analogue, or mixed mode, according to the nature of signals it processes.

2.3 “MODIFICATIONS” means changes to the HDL IP-Core, typically aiming at improving its performance, including design improvements to the HDL IP-Core’s

existing features and lying within the boundary of the IP-Core as defined by its interface. Any other change is excluded from this definition.

2.4 “CORRECTIONS” means any modification to the IP-Core which is aimed at rectifying a design error or “bug” detected in the HDL code or in the associated documentation of the IP-Core.

2.5 “ADDITIONS” means changes other than those described in “MODIFICATIONS” such as additional IP-Cores or specific features added by the Licensee and/or sub-licensees of which the use is optional.

2.6 “USE” includes use to operate, integrate, validate, maintain, modify and obtain multiple instantiations of the HDL IP-Core

2.7 “THIRD PARTY” to this agreement is any individual, corporation, institution or legal entity other than strictly those mentioned in section 1 of the present document. For instance, the following entities shall be considered third parties: a company belonging to the same financial group than Licensee, a subsidiary of Licensee, a shareholder of Licensee, a partner of Licensee, etc.

2.8 The term “NETLIST”, as used in the present agreement, shall refer to the result obtained from the synthesis of the synthesizable HDL IP-Cores into a format used by place-and-route tools for the instantiation of the design, or to the result from the compilation of the synthesizable HDL IP-Cores into a format used by simulation tools. The “NETLIST” may include one or more instances of any (or all) of the IP cores listed in section 3 of this agreement.

3.- Subject of the licence.

The subject of the present licence agreement is the following synthesizable HDL IP-Core(s). Licensor declares that these IP-Cores are his property or that they have been duly licensed to him by the respective owner with the right to further grant (sub)licences.

Item number	Name / description
1	
2	
3	
4	

4.- Delivery of design information and documentation.

4.1 DELIVERABLE ITEMS. Within four weeks from the date of settlement of the charges due by Licensee, Licensor shall deliver to Licensee the design information and documentation listed in Annex A hereto, constituting the licensed synthesizable HDL IP-Cores, in an electronically readable format to be mutually agreed between Licensee and Licensor.

4.2 ACKNOWLEDGMENT OF RECEIPT. Licensee shall deliver to Licensor a signed and dated receipt indicating that the above design information and documentation has been received.

5.- Licensed territory.

5.1 ESA MEMBER/PARTICIPATING STATES. Granted rights are limited to the territory of the Member/Participating States of the European Space Agency. Should Licensee wish to manufacture, have manufactured or sell any product derived from the HDL IP-Core outside this territory, he shall submit a written notice to Licensor for information indicating the terms proposed for the licence. Such a request can be submitted to and agreed by ESA at the same time as signing the licence agreement.

6.- Scope of licensed rights.

6.1 GENERAL SCOPE. Licensor hereby grants Licensee a non-exclusive, non-transferrable right to instantiate the synthesizable HDL IP-Cores into integrated circuits, to manufacture, have manufactured, use and sell such integrated circuits in unlimited quantities or else to incorporate such integrated circuits in hardware or equipment and sell them in unlimited quantities.

6.2 SCOPE LIMITATIONS. The use of the licensed subject by Licensee shall be limited to peaceful purposes and, specifically, for the following purposes and/or applications:

	Description
1	

Licensee shall not make use of the licensed subject for any other purposes than those stated in the above table, nor grant sub-licences for any purpose except for what specified in Article 7.2

7.- Term of licence and right of termination.

7.1 LICENCE PERIOD. Licensor grants the present licence to Licensee for a period of five (5) calendar years from the date of signature of the present agreement by both parties. This licence period may be extended upon mutual agreement.

7.2 GENERAL UNDERTAKINGS BY LICENSEE: Licensee shall at all times keep all received design information and documentation safe and strictly confidential. Licensee shall not disclose the received design information and documentation -nor any part thereof- to any third party or to any individuals within his organisation other than those explicitly listed herein without the prior written consent of Licensor, both during and

after the term of the licence. To this respect, Licensee shall take all appropriate security precautions, such as making use of password-protected computer accounts, limiting the network access to the authorised users mentioned below and controlling that any design information copied or replicated in any format is only accessible to authorised users. Licensee shall be responsible for keeping an updated list of authorised users that shall be reported to the Agency every time a new sub license is granted.

	Name(s) of authorised users
1	
2	
3	

This licence is extended to the following Licensee's subcontractors under the ESA Contract No., and the following subcontractor's staff are therefore considered as authorised users in the frame of this licence:

List of Licensee's subcontractors and users authorised under the Contract		
	Name of subcontractor	Name of subcontractor's authorised user
1		
2		
3		
4		
5		

Licensee undertakes to reflect the terms and conditions of this licence onto its subcontractor through the relevant subcontract (Contract Change Notice or Rider thereto) or a dedicated (sub)licence agreement: failure to do so shall render the licence extension to the subcontractor null and void, the conditions of Articles 6.- and 7.- here above being fully applicable without any exceptions.

Licensee shall provide the Agency's representatives under the contract and Mr. L. Fossati (Luca.Fossati@esa.int) and Mrs J. Kaysan (Juliette.Kaysan@esa.int) with a copy of each sub-license granted to the subcontractors under the ESA Contract No.

7.3 DISCLOSURE OF DESIGN INFORMATION TO EDA/CAD VENDORS AND MANUFACTURE FOUNDRIES. Licensee may disclose the design netlist to the manufacturing foundry and/or EDA/CAD vendors, solely for the purposes of:

- (a) instantiation of licensee's design within an integrated circuit, and/or,
- (b) provision of technical support and assistance to Licensee for the correction of errors and solution of possible problems in the process of instantiation of the design.

This condition applies only to the disclosure of the design netlist. The terms and conditions stated in the Article 7.2 of this license agreement still apply.

7.4 GENERAL UNDERTAKINGS BY LICENSOR / TASKS EXPLICITLY EXCLUDED: Licensor shall report to Licensee all design and/or documentation errors which are found by, or become known to, Licensor and shall provide Licensee with the

corresponding replacements of, or additions to, the relevant file(s) listed in Annex A hereto, if and when available. It is specifically understood that any replacement of, or addition to, the files listed in Annex A hereto issued to Licensee by Licensor shall be subject to the terms and conditions of this licence.

No technical support relative to the licensed synthesizable HDL IP-Cores is available from Licensor in the frame of the present licence agreement.

7.5 RIGHT TO TERMINATE. Either party may terminate the agreement upon breach by the other party of any of the terms and conditions of the present agreement. Notice shall be served by means of registered mail to the breaching party. Should the breach not be cured within sixty (60) days from the date of the receipt of such notice, the licence shall stand terminated.

7.6 CONSEQUENCE OF TERMINATION. Upon expiration or termination of the present agreement, without prejudice of settlement of any pending debts or claims, Licensee shall return to Licensor all the design information and documentation received from Licensor and any copy thereof, keeping no copies in its possession. Licensee shall declare to Licensor all integrated circuits in stock, which he produced making use of the licensed synthesizable HDL IP-Cores. He shall report to Licensor the intended application of these circuits.

Authorisation to keep and use these devices in their intended application shall be requested from Licensor. Such authorisation shall not be unreasonably withheld.

8.- Rights and obligations on modified IP-Cores.

8.1 CREATION OF CORRECTIONS TO THE IP-CORES. Licensee shall report to Licensor any design or documentation errors, which he will find in the original IP-Cores as well as in the modified IP-Cores, if related to the original IP-Cores; such report is mandatory, even in case the Licensee does not take any action to rectify the identified errors. Within two weeks of identifying and correcting such an error, Licensee shall deliver to Licensor design information and documentation of the corrected IP-Cores in an electronically readable format to be mutually agreed between Licensee and Licensor. In such case, the modification being aimed at solving functional defects, the copyright shall remain with Licensor.

8.2 CREATION OF MODIFICATIONS TO THE IP-CORES. Licensee is hereby authorised by Licensor to develop modifications to the original delivered IP-Cores on the licensed design. Modification as such are changes lying within the boundary of the IP Cores as defined by its interface and as defined in section 2.3 .

Licensee shall report the creation of such modifications and make the latter available to Licensor without delay as soon as they are developed. Appropriate documentation regarding the modifications shall also be produced and delivered.

The copyright on the modifications shall belong to Licensee. In this respect, Licensee shall be able to use the modifications free-of-charge for his own industrial needs.

Licensor and the holder of the original intellectual property rights having duly authorised Licensor to sub-licence the relevant intellectual property shall have the right to use the said modifications for their own purposes.

8.3 CREATION OF ADDITIONS TO THE MODELS. Licensee is hereby authorised by Licensor to develop addition to the original delivered models on the licensed design. Addition as such are changes outside the boundary of the IP Core, as defined in section 2.5 .

The copyright on the additions shall belong to the Licensee being the author of this addition.

Licensor shall have the right to use the said additions for his own purposes, including the right to grant sub-licenses.

9.- Charges to be paid by Licensee to Licensor.

9.1 GENERAL FEES. Licensee shall pay Licensor the following costs and handling charges:

Technology Acquisition Fee, due upon signature of the present agreement: EURO 5.000 (Five Thousand EUROS) for each synthesizable HDL IP-Core	EURO 5000
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10.- Reporting.

10.1 INFORMATION. After finalisation of the first design based on the synthesizable HDL IP-Cores, Licensee shall deliver to Licensor's Technical Officer a short summary report containing: the experience gained by using the licensed synthesizable HDL IP-Cores, their quality and usefulness, the adequacy and completeness of the designs provided by Licensor, the advantage of using the licensed synthesizable HDL IP-Cores and any proposal for improvements in the IP-Cores or their associated documentation.

11.- Warranty and liability.

11.1 NO WARRANTY ON IP-CORES. Licensor gives no warranty nor guarantee whatsoever as to the adequacy or suitability of the licensed synthesizable HDL IP-Cores and shall not be held liable for any direct, indirect nor consequential damages. Use of the licensed synthesizable HDL IP-Cores by Licensee is made fully at Licensee's own risk.

11.2 INFRINGEMENT OF THIRD PARTY RIGHTS. Licensee shall use the licensed synthesizable HDL IP-Cores according to the applicable law as per Article 14.- .

Licensee shall notify Licensor immediately of any written claim or notice of infringement of third party rights concerning the licensed synthesizable HDL IP-Cores. Licensor will take steps within its competence to prevent or end a dispute and may at its discretion assist the Licensee to defend against any claim or notice of infringement or

suit for infringement. At its discretion, Licensor may conduct negotiations for the settlement of such infringement or suit. Licensee shall offer Licensor all reasonable assistance for such negotiations.

If a judgement is made against Licensee by a court of competent jurisdiction and if as a result Licensee cannot use the Licensed synthesizable HDL IP-Cores without infringing third party rights, the Licensee may terminate this licence forthwith by written notice to Licensor.

Licensee shall indemnify the Licensor from and against all claims, proceedings, damages, costs and expenses arising from the wrongful disclosure or use by Licensee of the licensed synthesizable HDL IP-Cores contrary to the terms of this licence.

12.- Copyright notice.

12.1 NOTICE ON DOCUMENTATION. Licensee shall at all times arrange that all design information and documentation related to implementation of the present agreement is clearly indicating the presence of ESA copyright

12.2 NOTICE ON PRODUCTS. Licensee shall at all times arrange that all packaged devices containing an instantiation of the licensed synthesizable HDL IP-Cores are marked in a similar way with a copyright notice

13.- Copyright enforcement against third parties.

13.1 CIVIL ACTIONS. Only Licensor shall be entitled to engage civil proceedings against third parties in case of copyright infringement.

13.2 COOPERATION BETWEEN THE PARTIES. Licensee shall at all times cooperate with Licensor in any proceedings aimed at enforcing the copyright against third parties. Licensee shall immediately inform Licensor of any copyright infringement that Licensee might have observed or learned about.

14.- Applicable law and arbitration clause.

14.1 LAW OF THE CONTRACT. The present agreement shall be governed by the laws of The Netherlands.

14.2 **ARBITRATION CLAUSE.** Any dispute arising out of the interpretation or execution of the present agreement shall, at the request of either party, be submitted to arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce. The language of the arbitration proceedings shall be English. The arbitration proceedings shall take place in The Hague, The Netherlands. The arbitration award shall be final and binding on the parties. The enforcement of the award shall be governed by the rules of procedure in force in the country in which the award is to be executed.

14.3 **WAIVER.** Licensee waives the right to question the fact that copyrights exists on the subject of this licence agreement and that such copyrights are owned by Licensor and/or the holder(s) of the original intellectual property rights having duly authorised Licensor to sub-licence the relevant intellectual property.

Done in 2 originals, one for each Party of this Licence Agreement,

In:

In:

On:

On:

For.....

For the European Space Agency (ESA)

V. Kayser
Head of the Technology, Telecom &
Procurement Division