

# Collaboration agreement

The

**Fédération Aéronautique Internationale**

Maison du Sport International

Av. de la Rhodanie 54

1007 Lausanne

("FAI" for the remainder of this agreement)

and

**Flytec AG**

Ebenastrasse 18

6048 Horw

("Flytec" in the remainder of this agreement)

hereby mutually agree to a collaboration regarding software consulting, development, support and maintenance to the benefit of FAI's Hang Gliding and Paragliding Commission ("CIVL") as follows:

## Consulting

1. Flytec provides software and technology consulting services to the CIVL Bureau and CIVL's working groups on an ongoing basis.
2. Flytec dedicates a fixed time package of 20 hours per calendar year to such consulting services. Unused time expires at the end of a calendar year. This work is performed pro bono, representing a value of CHF 2'100 (CHF 210/h).
3. Consulting work exceeding the time package defined under 2 must be approved by the CIVL Bureau up front, in packages of 10 hours, and can be billed to FAI annually, at the reduced hourly rate of CHF 140/h (full rate is CHF 210/h).
4. The time package defined under 2 can be re-negotiated at the beginning of each calendar year. If neither party initiates re-negotiation, the previous year's package size applies.
5. Consulting work entails:
  - a. Developing and maintaining a software vision for CIVL
  - b. Developing and maintaining the software strategy that derives from CIVL's software vision
  - c. Developing and maintaining a software roadmap towards CIVL's software strategy
  - d. Defining and prioritizing individual projects to implement CIVL's software roadmap
  - e. Providing general software- and technology-related consulting to the CIVL Bureau and CIVL's working groups.

6. Flytec submits a detailed report of all consulting activities, for each calendar year by January 31 of the following year, to the CIVL Bureau.

## **Development**

7. Flytec provides project-based software development work for CIVL.
8. For each development project, CIVL and Flytec define deliverables, timeframe, reporting, mutual responsibilities and price in a separate contract for work and services. Projects will be set up as fixed-price projects, based on a reduced hourly rate of CHF 120/h (full rate is CHF 180/h).
9. Development work entails:
  - a. Implementing changes to the software systems "FS", "WPRS" and "WPRS Client" which require an effort of 5 hours or more per change. These can be modifications required by rule changes, by CIVL Plenary or by CIVL Bureau decisions
  - b. Executing projects from CIVL's software roadmap, including project management, software design, implementation and testing

## **Support and Maintenance**

10. Flytec takes on the responsibility of supporting and maintaining CIVL's software systems "FS", "WPRS" and "WPRS Client", as well as the any future software systems that results out of the collaboration defined herein, on an ongoing basis.
11. Flytec dedicates a fixed time package of 120 hours per calendar year to the support and maintenance of the software systems listed under 10. Unused time expires at the end of each calendar year. This work is performed pro bono, representing a value of CHF 18'000 (CHF 150/h).
12. Support and maintenance work exceeding the time package defined under 11 must be approved by the CIVL Bureau up front, in packages of 10 hours, and can be billed to FAI annually, at the reduced hourly rate of CHF 100/h (full rate is CHF 150/h).
13. The time package defined under 11 can be re-negotiated at the beginning of each calendar year. If neither party initiates re-negotiation, the previous year's package size applies.
14. Support entails:
  - a. Answering user questions regarding the software systems
  - b. Educating users in the proper use of the software systems
  - c. Investigating reported problems with the software systems
15. Maintenance entails:
  - a. Managing an issues list for the software systems
  - b. Repairing defects and releasing bug-fix releases
  - c. Implementing small changes to the software systems, which require a maximum of 5 hours per change. These can be modifications required by rule changes, by CIVL Plenary or by CIVL Bureau decisions
  - d. General source code improvement and re-factoring with the goal of an improved code maintainability

## Collaboration Agreement between FAI and Flytec

16. Maximum response time for urgent support or maintenance requests will be two business days. Maximum time to fix for urgent issues will be five business days.
17. Flytec submits a detailed report of all support and maintenance activities, for each calendar year by January 31 of the following year, to the CIVL Bureau.

### **Flytec's responsibilities**

18. Flytec pro-actively keeps the CIVL Bureau informed of all software-related topics on an ongoing basis.
19. Flytec ensures the integrity and correctness of all officially published software systems.
20. Flytec fixes any newly introduced software defect brought to Flytec's attention within the first 4 weeks after a release immediately. This work is performed free of charge and does not count towards the pro bono time packages.
21. Flytec will nominate one person as the single point of contact for the CIVL Bureau.

### **Flytec's rights**

22. CIVL permits Flytec to use the term "CIVL technology partner" in its communications.
23. CIVL permits Flytec to place the CIVL logo on Flytec's website in a future "partnerships" section
24. CIVL permits Flytec to place its logo within all software systems Flytec contributes to, along with an appropriate textual description of its contribution. This includes all supporting websites (for example fs.fai.org) as well as all reports produced by those software systems.
25. CIVL grants Flytec full and interminable rights on all of Flytec's work output that results from this collaboration, for both commercial and non-commercial exploitation.
26. Flytec is free to provide the work outlined in this agreement through its own employees, through adequately qualified subcontractors, or adequately qualified volunteers recruited by Flytec.

### **CIVL's responsibilities**

27. CIVL signs off on software releases within 4 weeks of publication, including a list of newly found software defects.
28. The CIVL Bureau will nominate one of its members as the single point of contact for Flytec.
29. CIVL will include Flytec in all offering and bidding processes for software or technology projects.

### **Mutual responsibilities**

30. CIVL and Flytec will mutually define the appropriate licensing model (closed or open source) for each of CIVL's software systems.

### **Commercial and legal terms**

31. This agreement becomes effective once signed by both parties.

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32. All changes to this agreement must be done in writing, and signed by both parties.
33. This agreement can be cancelled by either party at the end of each calendar year, with a three-month notice period. The earliest cancellation date is December 31, 2017.
34. All invoices resulting from this agreement are payable within 30 days.
35. In the case of disagreements relating to the application or interpretation of this agreement that cannot be resolved amicably, both parties agree to undergo at least one session of formal mediation before initiating legal steps against each other.
36. This agreement is governed by Swiss law, the place of jurisdiction is Flytec's official seat of commerce.

**FAI**  
Lausanne, .....

**Flytec**  
Horw, .....

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(Susanne Schödel, FAI Secretary General)

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(Jörg Ewald, General Manager)

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(Stéphane Malbos, CIVL President)