

PRAGMA

Maintainer Committee Framework

for

Project “Amaru”

Last Updated: 30 April 2025

This Framework establishes the procedures applicable to project “Amaru”'s Maintainer Committee and Contributors, particularly focusing on project funding, management, responsibilities, and (as applicable) remuneration of Contributors.

BACKGROUND

- A. PRAGMA is a Swiss not-for-profit association focusing on the development of open-source blockchain software for the public good and the creation of a collaborative ecosystem.
- B. PRAGMA is pursuing a project for a Rust node client for the Cardano blockchain (“**Amaru**”).
- C. Amaru is managed by the Amaru Maintainer Committee (“**AMC**”) as published in the Amaru software repository (“**Amaru Repo**”) in accordance with PRAGMA's statutes and PRAGMA's board decision dated 22 April 2024.
- D. Amaru is being developed using open source best practices by individuals and enterprises (each a “**Contributor**”, collectively the “**Contributors**”). Some Contributors may receive remuneration supplied by the Cardano on-chain funding mechanism (“**Treasury**”) (each a “**Remunerated Contributor**”).
- E. The following sets out the agreed framework (the “**Framework**”) for the AMC and the Contributors, particularly with respect to the work and expectations towards Remunerated Contributors and the associated administration, safeguards and disbursement of resources.
- F. The AMC operates on the basis of this framework alongside a set of on-chain decision-making mechanisms and the Amaru Repo.

1. Scope and Amaru Repo

The AMC describes the scope of work for Amaru for all Contributors from time to time on the Amaru Repo. Each AMC member is assigned the overall oversight and responsibility for one or more scopes ("**Scopes**", each a "**Scope**"). The AMC can unanimously agree to permanently or, for a defined time period, temporarily reassign a Scope to a different AMC member.

2. Project Resourcing

To fund development-related activities, the AMC may from time to time apply for a Cardano Ecosystem Budget ("**Budget**") and, if approved in compliance with the constitutionally-mandated process, a subsequent Treasury withdrawal (the "**Withdrawal**"). Such Withdrawals shall have the sole purpose of enabling the development and maintenance of Amaru.

Any resources received from any Withdrawal that remains unallocated to a scope within 12 months of the Withdrawal shall be transferred back to the Treasury.

3. Remunerated Contributors Management

3.1. Resources Allocation

The allocation of resources to a Scope occurs pursuant to the on-chain mechanisms as described from time to time in the Amaru Repo and as implemented in the applicable Cardano smart contracts.

The AMC member responsible for a Scope with allocated resources may from time to time select one or more Remunerated Contributors for such a Scope. Any such decision shall without delay be communicated to the AMC and disclosed in the Amaru Repo. If the Remunerated Contributor is a company the AMC member has material economic ties with (e.g. employment, material freelance work, material participation), such ties must be disclosed in the Amaru Repo and a second AMC Member must confirm the selection of such Remunerated Contributor.

For each Remunerated Contributor the responsible AMC member shall define the Contributions for which remuneration is agreed. The agreement with the Remunerated Contributor must be reflected in a format substantially similar to the template appended to this Framework as Annex 1.

Remunerated Contributors will be exclusively remunerated in ADA pursuant to the on-chain mechanisms applicable from time to time.

3.2. Disbursement

The disbursement of resources in consideration of Contributions is subject to the successful acceptance by the AMC of the Contribution, pursuant to the process referred to in Section 4.1 below. The disbursement occurs directly to the Remunerated Contributor's wallet.

The AMC can unanimously decide to provide to a Remunerated Contributor an up-front disbursement of no more than 25% of the total resources allocated to a Scope if a Remunerated Contributor has a public preexisting track record of open source software development.

4. Contributions

4.1. Acceptance Process

Each AMC member shall be responsible for accepting Contributions from third parties, including Remunerated Contributors, to Amaru (collectively the “**Contributions**”, each a “**Contribution**”) that pertain to the Scopes they are individually responsible for.

Contributions are accepted via the Amaru Repo at <https://github.com/pragma-org/amaru> and in accordance with the requirements and processes published therein from time to time. In any event, acceptance of any Contribution is successful if no faults or defects are communicated to the Remunerated Contributor by the AMC within two months of delivery. The Remunerated Contributor shall address any faults or defects within a reasonable period of time, at no additional costs.

The statutory duty to inspect and give notice of defects pursuant to Art. 201 and 367 of the Code of Obligations does not apply to Contributions from Remunerated Contributors. Acceptances and partial acceptances are not deemed approvals within the meaning of Art. 370 para. 1 of the Swiss Code of Obligations. Acceptances do not lead to the waiver of warranty claims. Defects identified during the acceptance procedure shall, however, be recorded in writing in the acceptance report and shall thus be deemed to have been notified.

Remunerated Contributors are not entitled to subcontract or assign to any third party any obligations under this Framework without the prior unanimous consent by the responsible AMC member and public disclosure of said transfer on the Amaru Repo.

5. Intellectual Property

The following provisions on intellectual property shall apply only insofar as they are not superseded by the general rules and regulations on intellectual property adopted applicable as per the Amaru Repo.

“Intellectual Property Rights” shall mean all patents, rights to inventions, methods, processes, technology, utility models, works of authorship, copyright and related rights, all trademarks and domains, registered designs, rights in trade dresses or get-up, rights in goodwill or to sue for passing-off, unfair competition rights, rights in designs, topography rights, moral rights, rights in confidential information (including trade secrets), know-how, copyrights and any other intellectual property rights and/or creation of the mind, in each case whether registered or unregistered, and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection, in any part of the world.

PRAGMA shall have all rights, title and interests in any Contribution and all and any Intellectual Property Rights created as part of AMC activities under this Agreement or in connection with any contribution to PRAGMA. Any work results deriving from Contributions and all and any Intellectual Property Rights therein shall automatically vest in PRAGMA and become the exclusive property of PRAGMA. Therefore:

- a) The Contributor herewith assigns to PRAGMA all existing and future rights, title and interests in the Contribution and all and any Intellectual Property Rights therein created under these Terms and any activity within PRAGMA. PRAGMA herewith accepts this assignment/transfer.
- b) If an assignment of the Contribution is not possible under applicable laws, the Contributor herewith grants to PRAGMA a global, fully paid-up, perpetual, exclusive and sub-licensable license without any further consideration, to use the Contribution, including all Intellectual Property Rights therein, created by the Contributor, its contractors or employees under these Terms or in connection with any contribution or activity for PRAGMA. PRAGMA herewith accepts this exclusive licence.
- c) To the extent a Contributor has acquired rights which are deemed not to be transferable (such as moral rights of authors), it hereby irrevocably and unconditionally waives any such rights it may have.

PRAGMA shall be entitled to file, in its own name or in the name of an affiliate, and at its own costs and discretion any applications (e.g. patent or trademark applications) it considers appropriate to protect the Contribution.

The Contributor confirms that it has fully compensated or will fully compensate any of its employees for inventions which entitle such employees to claim a mandatory compensation under applicable law.

5.1. Representations and Warranties

The Contributor warrants and represents that:

- the Contributor and its employees are the author and unrestricted owner of the Contribution;
- the Contributor can and may freely dispose of the Contribution;
- the Contributor has developed the Contribution independently and the persons involved in the development have contractually transferred all rights to the Contribution, in particular copyrights, to the Contributor;
- no rights of acquisition or liens, claims or security interests have been created in favour of third parties in respect of the Contribution and the Contribution is conformant to all relevant laws and regulations;
- to the best of Contributor's knowledge (i) the Contribution does not infringe any third-party rights and (ii) any third-party software integrated in the Contribution, in particular open source software (OSS), is used in accordance with the third-party software licensing terms and those third-party licensing terms do not restrict PRAGMA's intended use and/or further development of the Contribution;
- the Contribution is free of defects and functional on the date of execution and fulfills the requirements agreed between the Parties for use by PRAGMA.

5.2. Indemnification

To the fullest extent permitted by law, the Contributor shall indemnify and hold harmless PRAGMA from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification, and the cost of pursuing any insurance providers, incurred by PRAGMA, arising out of or resulting from wilful acts, gross negligent misconduct or breach of third party Intellectual Property Rights.

6. Miscellaneous

This Framework can be amended from time to time by the AMC. The applicable version will be made available in the Amaru Repo.

This Framework and any and all obligations resulting from any related agreements with Remunerated Contributors as well as any relationships with Contributors in general are governed by and construed in accordance with the laws of Switzerland, without regard to its principles on the conflict of laws. Any dispute arising out of or in connection with this Agreement shall be subject to the jurisdiction of the ordinary courts of Zurich.

Annex 1: Template for RC Agreement

The Framework is hereby acknowledged and accepted by the Remunerated Contributor and is included by reference as a constituent part as part of this Agreement.

Scope of Contributions

As described in the Amaru Repo.

Contribution Description and Requirements

As set out in the Amaru Repo.

Disbursement Schedule

If duly accepted by a AMC member, the achievement of the deliverables triggers the payments to the Remunerated Contributor as per the table below:

[...]

AMC Member

Remunerated Contributor
