

Replace Contribution Agreement

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|-----------------|--|
| Contact | Jody Garnett |
| Tracker: | https://jira.codehaus.org/browse/GEOT-4381 Replace Contribution Agreement |
| Tagline: | contemplating contrubution |

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Children:

Description

In the last year we have had a bit of confusion around our [contribution agreement](#), and have recently received feedback that it was unsuitable for use.

Now we can speculate about why that is (for example it may just require thought by a legal department who are otherwise paid not to take risks), but speculation is not productive.

The solution is to go with a battle hardened agreement that is "easy" for others to adopt.

With that in mind:

1) Adapt the well respect Apache Contribution Agreement(s)

<http://www.apache.org/licenses/icla.txt>

<http://www.apache.org/licenses/cla-corporate.txt>

2) Change the organisation to Open Source Geospatial Foundation

3) Change license to LGPL

We have an example of similar approach here:

https://www.qubit-toolkit.org/wiki/Contribute_code

One key advantage of this approach is the use of an info@osgeo.org email address providing an avenue for electronic contribution agreement submissions, rather than only snail mail.

Individual Contributor Agreement

The following is proposed:

The Open Source Geospatial Foundation
Individual Contributor License
Agreement ("Agreement") V1.0

<http://www.osgeo.org/licenses/>

Thank you for your interest in The Open Source Geospatial Foundation (the "Foundation"). In order to clarify the intellectual property license granted with Contributions from any person or entity, the Foundation must have a Contributor License Agreement ("CLA") on file that has been signed by each Contributor, indicating agreement to the license terms below. This license is for your protection as a Contributor as well as the protection of the Foundation and its users; it does not change your rights to use your own Contributions for any other purpose.

If you have not already done so, please complete and sign, then scan and email a pdf file of this Agreement to info@osgeo.org. Alternatively, you may send an original signed Agreement to:

Attn: Contributor Agreements

The Open Source Geospatial Foundation
14525 SW Millikan #42523
Beaverton, Oregon, United States
97005-2343

Please read this document carefully before
signing and keep a copy for
your records.

Full name:

(optional) Public name:

Mailing Address:

Country:

Telephone:

E-Mail:

(optional) preferred osgeo id(s):

(optional) notify project:

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authorized by the copyright owner that is making this Agreement

with the Foundation. For legal entities, the entity making a

Contribution and all other entities that control, are controlled

by, or are under common control with that entity are considered to

be a single Contributor. For the purposes of this definition,

"control" means (i) the power, direct or indirect, to cause the

direction or management of such entity, whether by contract or

otherwise, or (ii) ownership of fifty percent (50%) or more of the

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"Contribution" shall mean any original work of authorship,

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including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Foundation for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by You as "Not a Contribution."

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Contribution(s) alone or by combination of Your Contribution(s)

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(including a cross-claim or counterclaim in a lawsuit) alleging

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constitutes direct or contributory patent infringement, then any

patent licenses granted to that entity under this Agreement for

that Contribution or Work shall terminate as of the date such

litigation is filed.

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8. You agree to notify the Foundation of any

facts or circumstances of
which you become aware that would make
these representations
inaccurate in any respect.

Please sign:

Date:

If anything has been missed above please edit this wiki page.

Corporate Contributor Agreement

The following is proposed:

**The Open Source Geospatial Foundation
Software Grant and Corporate Contributor
License Agreement ("Agreement") V1.0**

<http://www.osgeo.org/licenses/>

Thank you for your interest in The Open Source Geospatial Foundation (the "Foundation"). In order to clarify the intellectual property license granted with Contributions from any person or entity, the Foundation must have a Contributor License Agreement (CLA) on file that has been signed by each Contributor, indicating agreement to the license terms below. This license is for your protection as a Contributor as well as the protection of the Foundation and its users; it does not change your rights to use your own Contributions for any other purpose.

This version of the Agreement allows an entity (the "Corporation") to submit Contributions to the Foundation, to authorize Contributions submitted by its designated employees to the Foundation, and to grant copyright and patent licenses thereto.

If you have not already done so, please complete and sign, then scan and email a pdf file of this Agreement to info@osgeo.org. Alternatively, you may send an original signed Agreement to:

Attn: Contributor Agreements
The Open Source Geospatial Foundation
14525 SW Millikan #42523
Beaverton, Oregon, United States
97005-2343

Please read this document carefully before signing and keep a copy for your records.

Corporation name:

Corporation address:

Point of Contact:

E-Mail:

Telephone:

Fax:

You accept and agree to the following terms and conditions for Your present and future Contributions submitted to the Foundation. In return, the Foundation shall not use Your Contributions in a way that is contrary to the public benefit or inconsistent with its nonprofit status and bylaws in effect at the time of the Contribution. Except

for the license granted herein to the Foundation and recipients of software distributed by the Foundation, You reserve all right, title, and interest in and to Your Contributions.

1. Definitions.

"You" (or "Your") shall mean the copyright owner or legal entity authorized by the copyright owner that is making this Agreement with the Foundation. For legal entities, the entity making a Contribution and all other entities that control, are controlled by, or are under common control with that entity are considered to be a single Contributor. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"Contribution" shall mean the code, documentation or other original

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5. You represent that each of Your Contributions is Your original creation (see section 7 for submissions on behalf of others).

6. You are not expected to provide support for Your Contributions, except to the extent You desire to provide support. You may provide support for free, for a fee, or not at all. Unless required by applicable law or agreed to in writing, You provide Your Contributions on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE.

7. Should You wish to submit work that is not Your original creation, You may submit it to the Foundation separately from any Contribution, identifying the complete details of its source and of any license or other restriction (including, but not limited to, related patents, trademarks, and license agreements) of which you are personally aware, and conspicuously marking the work as "Submitted on behalf of a third-party: [named here]".

8. It is your responsibility to notify the Foundation when any change is required to the list of designated employees authorized to submit Contributions on behalf of the Corporation, or to the Corporation's Point of Contact with the Foundation.

Please sign:

_____ Date:

Title:

Corporation:

Schedule A

[Initial list of designated employees.
NB: authorization is not
tied to particular Contributions.]

Schedule B

[Identification of optional concurrent

software grant. Would be
left blank or omitted if there is no
concurrent software grant.]

If anything has been missed above please edit this wiki page.

License Page

The following proposed text for osgeo.org/licenses

Open Source License

The Open Source Geospatial Foundation projects are all freely available and useable under an OSI-certified open source license.

Contributor License

Each OSGeo project has its own procedure for accepting contribution of documentation, ideas and code.

The following contribution licenses are available to projects seeking to assign copyright directly to the Open Source Geospatial Foundation:

- *Individual Contribution License Agreement*
- *Corporate Contribution License Agreement*

Discussion

Ben Caradoc-Davies:

This new agreement also appears to introduce a maintenance overhead in that corporate entities seem to have to designate authorised employees who are able to contribute. In my organisation, the exercise of this authority will have to occur at the same level as the initial agreement and may introduce a delay between a developer starting and being authorised to make contributions.

Furthermore, not all contributions from a corporation are by employees. My team includes developers employed by other entities under contracts that assign all intellectual property to my organisation, which then in turn assigns rights to OSGeo. I am not sure how this situation is accommodated by this

| agreement.

Status

PMC support:

- [Andrea Aime](#) +1
- [Ben Caradoc-Davies](#) +1
- [Christian Mueller](#)
- [Ian Turton](#) +1
- [Justin Deoliveira](#)
- [Jody Garnett](#) +1
- [Simone Giannecchini](#)

Community support:

- Chris Holmes expressed support for this direction on geotools-devel
- Frank Warmerdam passed on the suggestion that "might want to start over using a stock agreement such as Apache's"

Tasks

This section is used to make sure your proposal is complete (did you remember documentation?) and has enough paid or volunteer time lined up to be a success

| | | | | | | | | | |
|--|-------------|---|------|---|---------|---|--------------------------|---|------------------|
| | no progress | ✓ | done | ✗ | impeded | ⚠ | lack mandate /funds/time | ? | volunteer needed |
|--|-------------|---|------|---|---------|---|--------------------------|---|------------------|

1. Put together the new contribution agreement
 - ✓ See individual contributor agreement above
 - ✓ See corporate contributor agreement above
2. Submit to OSGeo board for discussion and approval
 - ✓ Q: Is secretary@osgeo.org for email correct? A: Use info@osgeo.org
 - ✓ Q: Do we have a fax number for the foundation? A: No.
 - ✓ Q: Do we need to contact previous contributors? A: No previous contributors clearly provided code to the foundation so we are good.
 - ✓ Q: Do we need to contact current contributors? A: Perhaps, if only so we are all operating on the same terms & conditions.
3. Add to the developer documentation
 - ✓ Create TXT files
 - ✓ Attach to [comitters](#) page
4. Update OSGeo website
 - ✓ Create web page <http://www.osgeo.org/content/foundation/legal/licenses.html>
 - Added the explicit version numbers of apache licenses we are derived from
 - ✓ Host the two attachments
5. Contact current individual contributors to sign the new paper work
 - Print, sign, scan (or photo), email to info@osgeo.org
6. Contact current contributing organisations to sign the new paper work
 - Print, sign, scan (or photo), email to info@osgeo.org

Documentation Changes

list the pages effected by this proposal

The Developer Guide updates:

- <http://docs.geotools.org/latest/developer/roles/commit.html> - need to attach and link to PDFs