

OSS Contributor Agreements

UNIVERSITY OF CALIFORNIA GUIDELINES FOR CONTRIBUTING TO OPEN/COMMUNITY SOURCE SOFTWARE

I. PURPOSE

The University of California not only uses Open Source Software and Community Source Software (O/CSS) in furtherance of its mission, in a growing number of cases the University also contributes code back to those O/CSS communities. Benefits accrue to the University as a result of making such contributions, but in doing so the University takes on certain associated responsibilities.

The purpose of this document is to:

- Summarize the rights and responsibilities associated with O/CSS contributions made on behalf of the University;
- Provide guidelines by which the University can most effectively and appropriately evaluate and manage making such contributions, taking into account pertinent licensing, technical, intellectual property, legal, policy and cost/benefit issues; and
- Identify organizations, roles and responsibilities pertinent to the implementation and management of the guidelines outlined herein.

II. APPLICABILITY

These Guidelines apply to:

- All Open Source Software and Community Source Software (as defined in Section III below) used by the University of California;
- All software code that has been created by, or on behalf of, the University of California, that is based upon and intended to correct, modify or enhance existing O/CSS software code, and which the University of California determines is in its best interest to contribute to that O/CSS community;
- All employees, including student, part-time and temporary employees;
- All departments and organizations of the University of California; and
- All third parties whose conduct, in the performance of their work for the University of California, is under the control of the Regents of the University of California.

III. DEFINITIONS

Community Source Software (CSS), as used in these Guidelines, means a software model that blends elements of directed development, in the classic sense of an organization employing staff and resources to work on a project, and the openness of traditional Open Source Software projects.

License, as used in these Guidelines, means a contract in which a copyright owner grants to another permission to exercise one or more of their rights under copyright.

Open Source Software (OSS), as used in these Guidelines, means computer software that is available in source code form for which the source code and certain other rights normally reserved for copyright holders are provided under a software license that permits users to use, study, change, and improve the software.

Source Code, as used in these Guidelines, means a collection of human-readable text and/or programming commands needed to specify the actions to be performed by a computer or computing device.

IV. STATEMENT

The University of California not only uses O/CSS in furtherance of its mission, in a growing number of cases the University also contributes code back to those O/CSS communities. Benefits accrue to the University as a result of making such contributions, but in so doing the University takes on certain associated responsibilities.

Benefits that accrue to the University as a result of contributing code to communities supporting the O/CSS solutions it uses include:

- Adoption of an O/CSS solution can be an important long term investment. Every effort that the University makes to contribute to that O/CSS solution helps to ensure its ongoing success which in turn protects the University's investment in that solution.
- Contributing code can enable the University to influence the direction of an O/CSS solution to ensure that it continues to align with the University's needs.
- Code developed by the University for an O/CSS solution is likely done to customize the O/CSS to meet the University's specific needs. Each time the University upgrades to a new version of that O/CSS, it may have to expend additional resources to develop the same code customization to apply to the new version. If the code that the University contributes back to the O/CSS community is incorporated into the core code for all subsequent versions, then the University will save resources by not having to develop the same customized code for each new version.
- It is easier to ask for and receive support from an O/CSS community when one also gives back to that community. By helping others, we help ourselves.

Responsibilities that the University takes on as a result of contributing code to communities supporting the O/CSS solutions it uses include:

- The University's contribution of code does not guarantee that it will be approved for incorporation into the core code. For this reason it is important that the University ensure that any code it may contribute meets a sufficient level of technical quality and usefulness.
- The University must take appropriate steps to confirm that the code to be contributed was fully created by the University and/or its representatives, and does not contain the intellectual property of others.
- The University must take appropriate steps to ensure that the code to be contributed does not have prior conflicting intellectual property rights obligations or restrictions. Code developed under some form of externally sponsored research should be closely reviewed for this.
- The University must take appropriate steps to determine that the contribution of the code is in the University's best interest.

The use of each individual O/CSS solution is governed by the terms and conditions under which it is licensed, and is protected under United States Copyright law. Furthermore, the University has various internal policies related to Intellectual Property (IP) that may be pertinent to the contribution of code to O/CSS communities. The University is obligated by policy and law to ensure that any code contributions to an O/CSS community are in compliance with the terms and conditions of the pertinent license, laws and internal policies.

V. GUIDELINES

Under the executive sponsorship of the UC Information Technology Leadership Council (ITLC), the UC Technical Acquisition Support (TAS) group researched State and Federal law, and existing University policies pertinent to making contributions to O/CSS. As a result of that research, TAS developed the following guidelines, and proposes that they be implemented as an effective mechanism by which the University can ensure that any code contributions it may make to an O/CSS community are in compliance with the terms and conditions of the pertinent license, laws and internal policies.

1. Each campus should establish a process by which to ensure that any contribution of University developed code to an O/CSS community is in the best interest of the University and is in compliance with the pertinent licenses, laws and policies.
2. The process noted above should include a mechanism by which to effectively confirm that the code to be contributed was fully created by the University and/or its representatives, and does not contain the intellectual property of others. This mechanism should include identification of who specifically authored the code to be contributed, and a review of the laws and/or policies pertinent to that individual's relationship to the University (staff, faculty, contractor/consultant, etc.).
3. The process noted above should include a mechanism by which to effectively confirm that the code to be contributed does not have prior conflicting intellectual property rights obligations or restrictions.
4. The process noted above should include a mechanism by which to effectively confirm that any code to be contributed meets a sufficient level of technical quality and usefulness.
5. The process noted above should include a mechanism by which to effectively confirm whether or not the benefits derived by contributing the code exceed the benefits that could be derived by the University retaining exclusive intellectual property rights to the code. In cases where an O/CSS solution has already been vetted through the appropriate internal governance process and identified as a campus-wide solution, then it may be prudent to establish that the contribution of University developed code to that O/CSS project is understood to be in the best interest of the University. **NOTE:** If the code to be contributed is for an O/CSS solution licensed under the GPL or other "Reciprocal" license, then the University could choose to use the code solely for internal purposes, but would not have the right to externally distribute for a profit.
6. The process noted above should include identification of the positions and offices responsible for each element of the process.
 - a) At most UC campuses, the office responsible for technology transfer and/or intellectual property rights is the primary authority in this area and is likely to be the primary office responsible for managing this process. See the the list of UC Copyright Contacts (<http://www.ucop.edu/ott/faculty/crcontac.html>) for the contact information for this office at each campus.
 - b) Project leads, supervisors, managers, department heads, directors and senior management are responsible for identifying projects in their units to which these guidelines apply, and ensuring that any code contributions are compliance with the established process.
7. It is recommended that this process be clearly defined and documented in a contribution agreement (CA) that can be completed by each individual developer/contributor, and reviewed by the responsible individuals and/or offices prior to the contribution being made. The CA should include the following;
 - a) Identification of the code to be contributed;
 - b) Identification of the individuals who contributed to the development of the code;
 - c) Identification of the approved campus-wide information technology project with which the contribution is associated, if any;
 - d) Identification of the benefits that would accrue to the University as a result of the contribution;
 - e) Identification of any code authored by others that may be included in the code to be contributed;

- f) Identification of the nature of the code to be contributed (patch, enhancement, new functionality, etc.);
- g) Identification of the source and date of the internal technical review; and
- h) An acknowledgment of understanding of the terms under which the code is being contributed.

A sample CA document is attached and may be customized to reflect the pertinent unique information for each UC campus.

VI. REFERENCES

1. University of California Policy on Copyright Ownership - University of California, Office of the President, August 19, 1992 - (<http://www.ucop.edu/ucophome/coordrev/policy/8-19-92att.html>)
2. University of California Software On-Line Permission Statement - (<http://www.ucop.edu/ott/permisn.html>)
3. University of California Contracts and Grants Manual - Chapter 11 Intellectual Property - (<http://www.ucop.edu/raohome/cgmanual/chap11.html>)
4. UC Guidelines on University-Industry Relations - (http://www.ucop.edu/ott/genresources/policy_pdf/IndRelGuidelines.PDF)
5. UC Memorandum: Guidance for Faculty and Other Academic Employees on Issues Related to Intellectual Property and Consulting - (<http://www.ucop.edu/ott/documents/consult.pdf>)
6. UC Guidelines on Intellectual Property Issues - (<http://ucop.edu/research/policies/ip.html>)
7. UC Copyright Contacts- (<http://www.ucop.edu/ott/faculty/crcontac.html>) and (<http://www.ucop.edu/ott/contacts.html>)
8. Copyright Law of the United States of America and Related Laws Contained in Title 17 of the United States Code - (<http://www.copyright.gov/title17/>)
9. Producing Open Source Software by Karl Fogel - Chapter 9 - (<http://producingoss.com/en/legal.html>)
10. Open Source Definition - Open Source Initiative - (<http://www.opensource.org/docs/osd>)
11. Open Source License Types - Open Source Initiative - (<http://www.opensource.org/licenses/alphabetical>)

VII. ATTACHMENTS

1. Sample CA form

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Contributor License Agreements

Created by Bill Branam, last modified on Jun 17, 2014

Contributor License Agreements

DuraSpace desires that all contributors of ideas, code, or documentation to DuraSpace projects submit a completed and signed individual Contributor License Agreement (CLA). This agreement clearly defines the terms under which intellectual property has been contributed to DuraSpace. This agreement will help us defend the project if there is a legal dispute regarding the software in the future. A signed CLA is required to be on file before an individual may commit to a DuraSpace project.

Download DuraSpace CLA:

- [icla.pdf](#)
- [icla-redline.docx](#) (redline against Apache [icla](#), for comparison purposes only)

In the case of an organization, such as a corporation or academic institution, that has assigned employees to work on a DuraSpace project, a Corporate Contributor License Agreement (CCLA) is available. This agreement may be used to contribute intellectual property that may be assigned as part of an employment agreement. However, a CCLA does not remove the need for every developer to sign their own CLA as an individual, to cover any of their contributions that are not owned by the organization signing the CCLA.

Download DuraSpace CCLA:

- [cla-corporate.pdf](#)
- [cla-corporate-redline.docx](#) (redline against Apache [ccla](#), for comparison purposes only)

Submit completed CLAs to: legal@duraspace.org

Projects

Fedora

Committer/Contributor	Institution	iCLA on file	cCLA on file
Benjamin Armintor	Columbia	✔	
Frank Asseg	FIZ/Independent	✔	✔
Chris Beer	Stanford	✔	✔
Mike Durbin	UVa	✔	
Scott Prater	U Wisc	✔	

DURASPACE

Contributor License Agreements

<https://wiki.duraspace.org/display/DSP/Contributor+License+Agreements>

Adam Soroka	UVa	✓	
Osman Din	Yale	✗	
Eric James	Yale	✗	
Kevin Clarke	UCLA	✗	
Nigel Banks	DGI	✓	✓
Esmé Cowles	UCLA	✗	
Longshou Situ	UCLA	✗	
institution	FIZ	✓	
institution	Stanford	✓	
institution	UNC	✓	
institution	UNSW	✓	
institution	UCLA	✗	
institution	DGI	✓	
institution	UCSD	✗	

DSpace

Committer/Contributor	CLA on file

DuraCloud

Committer/Contributor	Institution	CLA on file	cCLA on file
Bill Branan	DuraSpace	✓	
Daniel Bernstein	DuraSpace	✗	
Andrew Woods	DuraSpace	✗	
Erik Paulsson	DuraSpace	✓	
Gad Krumholz	TDL	✓	✓

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Tools

Hydra Project Intellectual Property Licensing and Ownership

Created by Tom Cramer, last modified by Richard Green on Apr 19, 2014

Per the Collaboration and Partnership Memorandum of Understanding of the Hydra Originating Steering Group Members, one of the foundational tenets of the Hydra Project is to foster a rich, sustainable open source code base.

Section II of the MOU states

II. Intellectual Property Licensing and Ownership

In keeping with the long-term vision of Hydra as a robust and distributed open source product, Hydra Partners and code contributors adopt and are governed by the following principles:

1. Code contributors ("Contributors") warrant that their work created for the Hydra project does not infringe on the legal rights of any person or entity, including but not limited to intellectual property rights. This warranty includes ensuring that Contributors have properly addressed any institutional rights of their "home" or employing institutions, and that they have properly treated any third party software that has been incorporated, including any open source software.
2. The Hydra Steering Group determines at its sole discretion if a Contributor's code is in scope and appropriate for the Project.
3. All code contributed and accepted to the project will be distributed as open source software, licensed under an Apache 2.0 license (or an appropriate Apache or Open Source Initiative (OSI) approved license sequellae that is designated by the Hydra Steering Group). Contributors must agree to and sign the applicable (individual and/or corporate) licensing agreement before contributing any code.
4. Hydra project documentation, designs and other written artifacts will also be made available under a Creative Commons or similar license. For the avoidance of doubt, the Hydra name and identity is subject to legal protection and is not subject to use by others except with the permission of the Hydra Steering Group.

All code contributors must have an Individual Contributor License Agreement (iCLA) on file with the Hydra Project Steering Group, a process which is initiated by completing [an iCLA](#) and emailing it to legal@projecthydra.org. If the contributor works for an institution which has rights over materials that they contribute, the institution should also have a Corporate Contributor License Agreement (cCLA) on file; when no such cCLA exists the potential contributor will be asked to confirm in an email to legal@projecthydra.org, copied to their line manager, that they have institutional authorization to enter into the iCLA.

Hydra also seeks to have clarity around the Intellectual Property of non-code contributions to the Project. Its CLAs cover these non-code contributions as well as code contributions

Space tools <<

and CLAs will be required from individuals and institutions offering non-code materials. At the present time the Hydra Steering Group have determined that such materials should be sub-licensed using a [Creative Commons Attribution-Share Alike 3.0 Unported License](#) as permitted under paragraph 2 of the CLA.

- [Hydra Project cCLA](#)
- [Hydra Project iCLA](#)

The Hydra Project Contributor License Agreements are based on the Apache Foundation CLA's. Redlined versions of both CLA's show the differences between the stock Apache agreement and the Hydra Project agreement.

- [Hydra Project Redlined cCLA](#)
- [Hydra Project Redlined iCLA](#)

[CLA status page](#)

- [iCLA request letter](#) (code contributions)
- [cCLA request letter](#) (code contributions)
- [iCLA request letter](#) (non-code contributions)
- [CLA collection process](#)

[Licensed software](#)

- [Licensed software acceptance procedure](#)

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Full name: _____

(optional) Public name: _____

Mailing Address: _____

Country: _____

Telephone: _____

E-Mail: _____

(optional) preferred Apache id(s): _____

(optional) notify project: _____

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THE APACHE SOFTWARE FOUNDATION

Individual Contributor License Agreement ("Agreement") V2.0

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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). You represent that Your Contribution submissions include complete details of any third-party license or other restriction (including, but not limited to, related patents and trademarks) of which you are personally aware and which are associated with any part of Your Contributions.
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Please sign: _____ Date: _____