

Questions on Open Source and Compiling: Contribution Agreement

As any company delivering Open Source program(s) operating in a world dominated by proprietary licenses and where legal issues with intellectual property rights occur and where such rights in form of patents, copyrights etc. differ from country to country, we will need to protect ourselves and our users against the situation where somebody contributed some code or other 'elements' to the program(s) and at a later point of time this user claims such rights.

Of course we do not expect such situation to occur, and happily Open Source software companies do rarely. But when it happens it can severely affect that company and its users as new versions may be delayed substantially.

We have therefore created a agreement on which any Contributor must agree if he or she wants to contribute. We must also know the identity of the Contributor.

For most contributions a mail (or similar) with a clear statement that the agreement is accepted and identification of the Contributor by full Name, City, State (where it applies) and Country will do. In special situations we might request an acceptance with a handwritten signature.

When formulating the text of this agreement we studied similar agreements from other Open Source companies. The agreement itself is pretty much an 'average' of what you will find elsewhere and it goes like:

AGREEMENT BETWEEN 'CONTRIBUTOR' AND 'WEBYOG'

1) This is a formal agreement between 'You' and 'Webyog'. 'You' is a person contributing 'elements' to Webyog program(s). 'elements' can be code, graphics, translations, all sorts of documentation - anything that is distributed as part of or with a Webyog program or published by Webyog (typically on its website) with reference to such program. 'Webyog' is **Webyog Softworks Private Limited, Bangalore** and any possible successor of that company. Webyog determines who is to be considered a successor. When a group of persons contributes each individual member of that group must agree. Each is an individual 'You' in this context.

2. You hereby grant us the ability to use the Contributions in any way. You grant to Webyog a non-exclusive, irrevocable, worldwide, royalty-free, sublicenseable, transferable license under all of Your relevant intellectual property rights (including copyright, patent, and any other rights), to use, copy, prepare derivative works of, distribute and publicly perform and display the Contributions on any licensing terms, including without limitation: (a) open source licenses like the GNU General Public License (GPL), the GNU Lesser General Public License (LGPL), the Mozilla Public License (MPL), the Common Public License, or the Berkeley Science Division license (BSD) and (b) binary, proprietary, or commercial licenses. At no time hereafter shall you dispute, contest these rights of Webyog. You shall not either aid or assist others in disputing or contesting, either directly or indirectly, Webyog these rights.

3. You are able to grant us these rights. You represent that you are legally entitled to grant the above license. If Your employer has rights to intellectual property that You create, You represent that You have received permission to make the Contributions on behalf of that employer, or that Your employer has waived such rights for the Contributions. You represent

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that the Contributions are Your original works of authorship, and to Your knowledge, no other person claims, or has the right to claim, any right in any invention or patent related to the Contributions.

4. You agree to notify Webyog promptly of any facts or circumstances of which You become aware that would make the representations and warranties in Section 3 inaccurate or untrue in any respect.
5. Webyog determines the code and other 'elements' that goes into its products. You understand that the decision to include the Contribution in any product or source repository is entirely that of Webyog and this agreement does not guarantee that the Contributions will be included in any product for any specific period of time.
6. Upon general availability release of a Webyog product that includes your Contribution, Webyog will credit You in the release notes of the program version where the contribution was first included. Credits can use a real name, a 'nickname' or 'a anonymous' as of your choice, but You must inform Webyog about your identity.
7. You are not expected or obligated to provide technical support for your Contributions, except to the extent You desire to provide such support. You may provide technical support for free, for a fee, or not at all. If You decide to provide technical support for a fee, Webyog shall have no obligation to pay any such fee unless the terms of such support (including applicable fees) are set forth in a separate written agreement signed by an authorized representative of Webyog.
8. NEITHER YOU NOR WEBYOG MAKE ANY WARRANTIES OF ANY KIND TO THE OTHER PARTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF A CONTRIBUTION'S MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
9. This Agreement shall be governed by and interpreted in accordance with the laws of India. Any formal legal action (mediation, lawsuit etc.) must take place with Indian legal institutions.

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