

Corporate Contributor License Agreement¹ To EnMAP-Box

Thank you for your interest in contributing to the EnMAP-Box, a project run by the Helmholtz-Centre Potsdam - German Research Centre for Geosciences (GFZ), Telegrafenberg, 14473 Potsdam, Germany ("We" or "Us").

The purpose of this Corporate Contributor Agreement ("Agreement") is to define the terms under which intellectual property is contributed to Us and thereby allow us to defend the project should there be a legal dispute regarding the software at some future time. To make this document effective, please follow the instructions at <https://enmap-box.readthedocs.io/en/latest/general/contribute.html>.

How to use this Corporate Contributor License Agreement

This Corporate Contributor License Agreement ("Agreement") is available for a corporation that has assigned employees to work on the project to contribute intellectual property via the corporation, that may have been assigned as part of an employment agreement. This Agreement legally binds the corporation, so it must be signed by a person with authority to enter into legal contracts on behalf of the corporation. The list of the corporation's designated employees that are authorized to submit Contributions on behalf of the corporation, is to be attached as Schedule A to this Agreement.

Note that this Corporate Contribution License Agreement does not remove the need for every developer to sign their own Individual Contributor License Agreement (ICLA) as an individual.

1. Definitions

"You" means the legal entity that is making this Agreement with the GFZ and Submits a Contribution to Us via its developing employee.

"Legal Entity" means an entity or corporation that is not a natural person.

"Affiliate" means any other Legal Entity that controls, is controlled by, or under common control with that Legal Entity. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such Legal Entity, whether by contract or otherwise, (ii) ownership of fifty percent (50%) or more of the outstanding shares or securities that vote to elect the management or other persons who direct such Legal Entity or (iii) beneficial ownership of such entity.

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"Documentation" means any non-software portion of a Contribution.

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3. Patents

3.1 Patent license

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You reserve the right to revoke the patent license stated in section 3.1 if We make any infringement claim that is targeted at your Contribution and not asserted for a Defensive Purpose. An assertion of claims of the Patents shall be considered for a "Defensive Purpose" if the claims are asserted against an entity that has filed, maintained, threatened, or voluntarily participated in a patent infringement lawsuit against Us or any of Our licensees.

4. Entitlement

You represent that You are legally entitled to grant the above license in clauses 2 and 3. You represent further that each employee of You designated in Schedule A below is authorized to submit Contributions on behalf of Your corporation.

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7. Consequential damage waiver

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL YOU OR WE BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

8. Approximation of disclaimer and damage waiver

IF THE DISCLAIMER AND DAMAGE WAIVER MENTIONED IN SECTION 5. AND SECTION 6. CANNOT BE GIVEN LEGAL EFFECT UNDER APPLICABLE LOCAL LAW, REVIEWING COURTS

SHALL APPLY LOCAL LAW THAT MOST CLOSELY APPROXIMATES AN ABSOLUTE WAIVER OF ALL CIVIL OR CONTRACTUAL LIABILITY IN CONNECTION WITH THE CONTRIBUTION.

9. Term

9.1 This Agreement shall come into effect upon Your acceptance of the terms and conditions.

9.2 This Agreement shall apply for the term of the copyright and patents licensed here. However, You shall have the right to terminate the Agreement if We do not fulfill the obligations as set forth in Section 4. Such termination must be made in writing.

9.3 In the event of a termination of this Agreement Sections 5, 6, 7, 8 and 9 shall survive such termination and shall remain in full force thereafter. For the avoidance of doubt, Free and Open Source Software (sub)licenses that have already been granted for Contributions at the date of the termination shall remain in full force after the termination of this Agreement.

9 Miscellaneous

9.1 This Agreement and all disputes, claims, actions, suits or other proceedings arising out of this agreement or relating in any way to it shall be governed by the laws of Germany, under exclusion of the German private international law provisions and the United Nations Convention on Contracts for the International Sales of Goods.

9.2 Any dispute or claim arising under, out of or relating to this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance as well as non-contractual claims, shall be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be Berlin, Germany. In and to the extent that any such dispute or claim has not been settled pursuant to the mediation within 60 calendar days of the commencement of the mediation, the Courts of Potsdam, Germany, shall have exclusive jurisdiction.

9.3 This Agreement sets out the entire agreement between You and Us for Your Contributions to Us and overrides all other agreements or understandings.

9.4 If any provision of this Agreement is found void and unenforceable, such provision will be replaced to the extent possible with a provision that comes closest to the meaning of the original provision and that is enforceable. The terms and conditions set forth in this Agreement shall apply notwithstanding any failure of essential purpose of this Agreement or any limited remedy to the maximum extent possible under law.

9.5 You agree to notify Us of any facts or circumstances of which you become aware that would make this Agreement inaccurate in any respect and when any change is required to the list of designated employees authorized to submit Contributions on behalf of You.

Please sign: _____

Date: _____

Name (in block letters) _____

Title _____

Name of Corporation _____

Address of Corporation _____

Schedule A

Initial list of designated employees. (NB: authorization is not tied to particular contributions)
Please state name and email-address:
