

FAQ: ConocoPhillips Contributor Agreement (CCA)

What is the ConocoPhillips Contributor Agreement (CCA)?

- * When do I have to fill out a CCA?
- * Why does Project CPSeis™ request a CCA?
- * If my company wants me to contribute changes, who should sign the CCA, me or my company?
- * Can my company sign a blanket CCA for all of its employees?
- * How do I request changes/additions to the CCA that I or my company want?
- * I've already signed a CCA for another ConocoPhillips project, do I need to sign another one for Project CPSeis™?
- * Once I have a CCA agreement on file and have made Contributions, can I change my mind and cancel?
- * I tried to make a Contribution to Project CPSeis™ and signed a CCA, but my Contribution was not accepted. What is the result?
- * Why is there a clause about patents in the CCA?
- * I am contributing source for a device driver on behalf of my company, and my company hold hardware patents on the associated device hardware. Per the patent language in the CCA, are we giving up our hardware patents by contributing software to Project CPSeis™?
- * How do I file a completed CCA?
- * Can I file my completed CCA by e-mail?
- * Do I have to file a CCA for every Contribution?

What is the ConocoPhillips Contributor Agreement (CCA)?

The ConocoPhillips Contributor Agreement (CCA) gives ConocoPhillips and the Contributor joint copyright interests in the code: the Contributor retains copyrights while also granting those rights to ConocoPhillips as the open source project sponsor. It also gives ConocoPhillips and other recipients a license to any patent rights owned by the Contributor that are embodied in the Contribution. The CCA is applicable to all products and projects owned or managed by ConocoPhillips: signing it once means you can contribute code to any ConocoPhillips-sponsored open source project.

When do I have to fill out a CCA?

You need to fill out a CCA if you intend to contribute source code or other materials (e.g., documentation, design specs), regardless of the size of the Contribution, that is/are intended to be integrated into Project CPSeis™. All Contributors to the Project CPSeis™ website are required to complete and submit the CCA, as it makes it easier to keep track of Contributions. Note that a Contributor may be a company as well as an individual. ConocoPhillips retains the right to reject any CPSeis™ Contributor Agreement or terminate a Contributor's participation in Project CPSeis™.

Why does Project CPSeis™ request a CCA?

ConocoPhillips asks that you share the copyright on your Contributions so ConocoPhillips can protect the contents of Project CPSeis™. By executing the CCA, Contributors protect the Project CPSeis™ code base, enable alternative licensing models, and protect the flexibility to adapt the project to the changing demands of the community.

If my company wants me to contribute changes, who should sign the CCA, me or my company?

If you are contributing changes on behalf of your company, a duly authorized representative of the company must sign the CCA and indicate his/her title. The company chooses whether to list specific individuals in the "Full Name" section who will be making Contributions. If the company desires, it can add a list of additional employees as an attachment to the CCA: the name of the authorized representative signing the CCA should be the first name on such a list, and the same representative must sign the attachment. If the "Full Name" section is left blank, all employees of the company are covered by the CCA.

Can my company sign a blanket CCA for all of its employees?

Yes. If an authorized representative of the company signs the CCA and leaves the "Full Name" section blank, all employees of the company are covered by the CCA. If an employee leaves the company, he/she will need to execute a CCA for him/herself to cover future Contributions.

How do I request changes/additions to the CCA that I or my company want?

There is no way to do this. ConocoPhillips can not draft individual agreements or amendments to the agreement. The viability of a community depends on participants having assurance that there are no hidden 'traps' waiting for them if they participate. To that end, among the steps ConocoPhillips has taken to provide this assurance is its stance that there will be no side deals with any Contributor. That way, every Contributor will know exactly what terms bind every other Contributor.

I've already signed a CCA for another ConocoPhillips project, do I need to sign another one for Project CPSeis™?

If you have signed a ConocoPhillips Contributor Agreement (CCA) (version 1.0) for a ConocoPhillips project, it is valid for all other ConocoPhillips projects.

Once I have a CCA agreement on file and have made Contributions, can I change my mind and cancel?

You may stop participating in an open source project at any time and not make further Contributions. But there is no way to cancel the CCA for Contributions you have already made. The system is set up to protect the project and the associated code base so everyone who uses it can depend on it.

I tried to make a Contribution to Project CPSeis™ and signed a CCA, but my Contribution was not accepted. What is the result?

The CCA covers the Contribution, and the Contribution remains part of Project CPSeis™ even if it is not specifically integrated into a particular component of the project. But you may continue to exercise your ownership rights (e.g., contributing the code elsewhere).

Why is there a clause about patents in the CCA?

The clause about patents in the CCA is meant to address the concern that software not carry anything 'hidden' with it that could prevent someone from being able to use the software as part of Project CPSeis™. It is not ConocoPhillips's intent to expand a Contributor's patent license beyond what is reasonably necessary to fulfill the stated goals of a Project (in this case, Project CPSeis™).

I am contributing source for a device driver on behalf of my company, and my company hold hardware patents on the associated device hardware. Per the patent language in the CCA, are we giving up our hardware patents by contributing software to Project CPSeis™?

The clause about patents in the CCA is meant to address the concern that software not carry anything 'hidden' with it that could prevent someone from being able to use the software as part of Project CPSeis™. The clause does not grant anyone extra privileges.

How do I file a completed CCA?

See instructions on the ConocoPhillips Contributor Agreement page.

Can I file my completed CCA by e-mail?

Yes. See instructions on the ConocoPhillips Contributor Agreement page.

Do I have to file a CCA for every Contribution?

No. Once you file a CCA, it covers all your Contributions to Project CPSeis™ and to any other project owned or managed by ConocoPhillips.