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Legal Documentation Template for External Open Source Projects

Open Source Office

February 2016

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**Acceptance**

|  |  |  |  |
| --- | --- | --- | --- |
| Date | Electronic Signature or email attachment | Name | Role |
|  |  | Heather Caputo | Legal Counsel |
|  |  | Allen Sell | Director, Open Source Office |
|  |  |  |  |

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**Legal Documentation Requirements for External Open Source Projects**

## Objective:

This document provides a comprehensive template for all the artifacts that must be part of all open source projects (referred to as “OSS Project”) launched by Capital One to the external open source community.

## Roles & Responsibilities:

Those in a Committer role for the OSS Project will be responsible for ensuring that the project repository is in compliance with the legal requirements laid out in this document. Committers are individuals who can accept and merge contributions to the OSS Project.

The Open Source Office (OSO) is responsible for ensuring that this document is maintained in accordance with the Open Source Policy, Standard and the [Open Source Code of Conduct](http://www.capitalone.io/codeofconduct/) and is approved by Legal counsel. The Open Source Policy and Standard is under review and is expected to be in effect Q2 2016.

## List of artifacts to be maintained in the project repository for legal compliance:

The artifacts listed below must be part of the OSS Project repository, in the format specified, before it will be made public to the open source community.

1. Capital One License Agreement (in ReadMe file)
2. License File
3. License File Header within non binary artifacts

## Capital One License Agreement (CLA):

CLA is a licensing agreement between a Contributor, an OSS Project and Capital One. It grants Capital One a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable patent and copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute the contributor’s contributions and any derivative works. The CLA does not impact the Contributor’s rights to use their own contributions for any other purpose outside of the OSS Project.

* All contributors to OSS Projects must sign a CLA before OSS Project can accept their contribution. Capital One Associates and Internal Contractors do not have to sign a CLA when contributing to a Capital One OSS project.
* OSS Project Committers are responsible for ensuring the contributors have signed the CLA before their contribution is accepted. The list of contributors who have signed the agreement will be available in [a Google doc](https://docs.google.com/spreadsheets/d/10nZOO-XJ6viCWYl8MdyxIzckp2hxrO_uWd22SSBi7TA/edit#gid=1606829278) maintained by the OSO. All project Committers must have access to the Google doc capturing the CLA data across all Capital One OSS projects. New project Committers must request access to the Google doc via the OSO mailbox - [OpenSourceOffice@Capitalone.com](mailto:OpenSourceOffice@Capitalone.com)
* A description and the link to the CLA must be included in the OSS project repository’s ReadMe file. The exact text that must appear in the last section of the ReadMe file is provided below. The project may also choose to include the CLA information in a separate Contribution Guideline File in the project’s repository.
* Below is the exact text and links to be added at the end of ReadMe file:

|  |
| --- |
| Contributors:  We welcome your interest in Capital One’s Open Source Projects (the “Project”). Any Contributor to the project must accept and sign a CLA indicating agreement to the license terms. Except for the license granted in this CLA to Capital One and to recipients of software distributed by Capital One, you reserve all right, title, and interest in and to your contributions; this CLA does not impact your rights to use your own contributions for any other purpose.  [Link to CLA](https://docs.google.com/forms/d/19LpBBjykHPox18vrZvBbZUcK6gQTj7qv1O5hCduAZFU/viewform)  This project adheres to the [Open Source Code of Conduct](http://www.capitalone.io/codeofconduct/). By participating, you are expected to honor this code. |

## Licenses:

* All OSS Projects (code) must be licensed under Apache License 2.0.
* All OSS Projects must have a LICENSE file in the project repository.
* The license file must contain the Apache 2.0 license content, unmodified. License content can be found at <http://www.apache.org/licenses>.
* As noted in the appendix of the Apache 2.0 License, a header must be added to every non-binary artifact in the project repository. The copyright in the LICENSE file should have ‘YYYY Capital One Services, LLC’. Section 7 describes the License Header requirements.
* Below is the exact LICENSE file content that must be added as a separate file in the OSS Project repository.

Apache 2.0 License File:

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| --- |
| Apache License Version 2.0, January 2004 <http://www.apache.org/licenses/>  TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION  **1. Definitions**.  "License" shall mean the terms and conditions for use, reproduction, and distribution as defined by Sections 1 through 9 of this document.  "Licensor" shall mean the copyright owner or entity authorized by the copyright owner that is granting the License.  "Legal Entity" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. 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.  "You" (or "Your") shall mean an individual or Legal Entity exercising permissions granted by this License.  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We also recommend that a file or class name and description of purpose be included on the same "printed page" as the copyright notice for easier identification within third-party archives.  Copyright [YYYY] [name of copyright owner]  Licensed under the Apache License, Version 2.0 (the "License");  you may not use this file except in compliance with the License.  You may obtain a copy of the License at  http://www.apache.org/licenses/LICENSE-2.0  Unless required by applicable law or agreed to in writing, software  distributed under the License is distributed on an "AS IS" BASIS,  WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied.  See the License for the specific language governing permissions and  limitations under the License. |

## Licenses Header:

* All non-binary artifacts must contain the header text, per the instructions in the appendix of the Apache License 2.0.

APPENDIX: HOW TO APPLY THE APACHE LICENSE TO YOUR WORK

To apply the Apache License to your work, attach the following boilerplate notice, with the fields enclosed by brackets "[]" replaced with your own identifying information. (Don't include the brackets!) The text should be enclosed in the appropriate comment syntax for the file format. We also recommend that a file or class name and description of purpose be included on the same "printed page" as the copyright notice for easier identification within third-party archives.

* Below is the Apache Header template. Fill in the highlighted section with the year the artifact is created /updated and place. Copy the entire **bolded** text and place it at the top of each non-binary artifact in the project repository.

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