



# DevProgress

## The Democratic National Committee Contributor Agreement

### Goal

We require that contributors to DevProgress (as defined below) agree to this DevProgress Contributor Agreement (DPCA) to ensure that contributions to DevProgress have acceptable licensing terms, and contributors adhere to our Confidentiality, and Non-Conflict agreements.

### Terms

0. Definitions.

**"Acceptable License"** means a license selected by the DNC to cover each DevProgress project as identified by the DNC, currently located at <http://devprogress.github.io/acceptable-licenses>, as that list may be revised from time to time by the DevProgress Leadership.

**"Apache 2.0 License"** means the license identified at <http://www.apache.org/licenses/LICENSE-2.0>.

**"CC-BY-SA"** means the Creative Commons Attribution-ShareAlike 4.0 International license, as published at <https://creativecommons.org/licenses/by-sa/4.0/legalcode>

**"Code"** means (i) software code, (ii) any other functional material whose principal purpose is to control or facilitate the building of packages of software, (iii) font files, and (iv) other kinds of copyrightable material that the DevProgress has classified as "code" rather than "content".

**"Confidential Information"** means any information related to the plans, strategies, business, operations, or other affairs of the Committee or its affiliates, tangible or intangible, that is not generally available to the public, and that: (a) is conceived, compiled, developed, or discovered by me whether solely or jointly with others, during the Term, or (b) is or has been received or otherwise becomes known to me in connection with Your engagement. Without limiting the generality of the foregoing, Confidential Information includes information relating to Inventions and Works, trade secrets, products, services, finances, business plans, marketing plans, operational plans, political plans, political affairs, legal affairs, prospects, opportunities, contracts or assets of the Committee or its affiliates. Confidential Information also includes any information that has been made available to the Committee by any third party and which the Committee is obligated to keep confidential. The term Confidential Information includes all originals, recorded and unrecorded copies of such Confidential Information, as well as information derived therefrom and portions thereof. Information shall be Confidential Information even if no legal protection has been obtained or sought for such information under

applicable laws and whether or not You have been notified that such information is Confidential Information.

**"Content"** means any copyrightable material that is not Code, such as, without limitation, (i) non-functional data sets, (ii) documentation, (iii) wiki edits, (iv) music files, (v) graphic image files, (vi) help files, and (vii) other kinds of copyrightable material that DevProgress has classified as "content" rather than "code".

**"Closed Source Contribution"** means a Work that You created, excluding any portion that was created by someone else, that is not released publicly under a Free/Open Source Software License. A Contribution consists of either Code or of Content.

**"Contribution"** means a Work that You created, excluding any portion that was created by someone else. A Contribution consists either of Code or of Content.

**"DevProgress"** means the community project led by the DevProgress Leadership  
<http://devprogress.github.io/leadership>

**"DevProgress Community"** means (i) all DevProgress participants, and (ii) all persons receiving Contributions directly or indirectly from or through DevProgress.

**"GPL"** means the GNU General Public License, version 2 or any later version published by the Free Software Foundation, or the GNU Affero General Public License, version 3 or any later version published by the Free Software Foundation.

**"GPL-Covered Derivative"** of a Contribution means an adaptation or derivative work of the Contribution, or a compilation that includes the Contribution (or such adaptation or derivative work), where such adaptation, derivative work, or compilation, if distributed or made available to the public, would be required to be licensed under the GPL because it is based on or includes a Work governed by the GPL.

**"GPL Relicensing Permission"**, with respect to a Contribution licensed under CC-BY-SA, means a grant of additional copyright permission to distribute or make available to the public a copy of a GPL-Covered Derivative of the Contribution under the terms of the applicable version of the GPL, with no conditions of CC-BY-SA that would be treated as "further restrictions" within the meaning of the applicable version of the GPL surviving such distribution with respect to that copy.

**"Inventions and Works"** means any composition, work of authorship, computer program, technology, code, product, device, technique, know-how, algorithm, method, process, procedure, improvement, discovery or invention, whether or not patentable or copyrightable and whether or not reduced to practice, that is (a) within the scope of the Committee's business, operations, services, affairs, research or investigations or results from or is suggested by any work performed by You for the Committee and (b) created, conceived, reduced to practice, developed, discovered, invented or made by You during the Term, whether solely or jointly with others, and whether or not while engaged in performing work for the Committee.

**"Licensed"** means covered by explicit licensing terms that are conspicuous and readily discernible to recipients.

**"Materials"** means any product, prototype, sample, model, document, diskette, tape, picture, drawing, design, recording, report, proposal, paper, note, writing or other tangible item which in whole or in part contains, embodies or manifests, whether in printed, handwritten, coded, magnetic or other form, any Confidential Information, or any Invention and Work.

**"Moral Rights Clause Waiver"** means a waiver of the right to enforce, and an agreement not to assert, Section 4d of CC-BY-SA against the DevProgress Community, to the fullest extent permitted by applicable law.

**"Proprietary Right"** means any patent, copyright, mask work, trade secret, trademark, trade name, service mark or other proprietary and/or intellectual property right in any Confidential Information, Inventions and Works, or Material.

**"Submit"** means to use some mode of digital communication (for example, without limitation, mailing lists, bug tracking systems, and source code version control systems administered by DevProgress) to voluntarily provide a Contribution to DevProgress.

**"the Committee"** refers to the DNC Service Corp./Democratic National Committee

**"Term"** means the period from the beginning of Your engagement with the Committee, whether on a volunteer, full-time, part-time or consulting basis, through the last day of such engagement.

**"Unlicensed"** means not Licensed.

**"Work"** means a copyrightable work of authorship. A Work may be a portion of a larger Work, and a Work may be a modification of or addition to another Work.

**"You"** means the individual accepting this instance of the DPCA.

## **1. Copyright Permission Required for All Contributions.**

If You are not the copyright holder of a given Contribution that You wish to Submit to DevProgress (for example, if Your employer or university holds copyright in it), it is Your responsibility to first obtain authorization from the copyright holder to Submit the Contribution under the terms of this DPCA on behalf of, or otherwise with the permission of, that copyright holder. One form of such authorization is for the copyright holder to place, or permit You to place, an Acceptable License on the Contribution.

## **2. Licensed Contributions and Confidential Information**

If Your Contribution is Licensed, Your Contribution will be governed by the terms under which it has been licensed.

Except as required for performance of Your work for the Committee or as authorized in writing by the Committee, You will not (a) use, disclose, publish, distribute, divulge, furnish, make accessible, or permit the disclosure to anyone (other than Committee or other persons employed or designated by Committee) any Confidential Information, Inventions and Works, or Materials, or (b) remove any Materials from the Committee's premises. Without limiting the above obligations, You will take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. You will hold all Materials in trust for the Committee and You will deliver them

to the Committee or persons designated by the committee upon request and in any event at the end of the Term.

### **3. Default Licensing of Unlicensed Contributions.**

If You Submit an Unlicensed Contribution to the Committee, the license to the Committee for that Contribution shall be the specified Acceptable License for the relevant project.

The Committee may, by public announcement, subsequently designate an additional or alternative license for a given category of Contribution (a "Later Acceptable License").

Once a Later Acceptable License has been designated, Your Unlicensed Contribution shall also be licensed to the Committee under that Later Acceptable License. Such designation shall not affect the continuing applicability of the Acceptable License to Your Contribution.

You consent to having the Committee provide reasonable notice of Your licensing of Your Contribution under the Acceptable License (and, if applicable, a Later Acceptable License) in a manner determined by the Committee.

### **4. Public Domain United States Government Works.**

Sections 1 through 3 of this DPCA do not apply to any Contribution to the extent that it is a work of the United States Government for which copyright is unavailable under 17 U.S.C. 105.

### **5. Acceptance.**

You must signify Your assent to the terms of this DPCA through specific electronic means established by DevProgress (such as by click-through acceptance means.)

Full name:  
E-Mail:  
Country:  
Telephone:  
Facsimile:

You may also, at Your option, and without eliminating the requirement set forth in the preceding paragraph, send a copy of this DPCA, bearing Your written signature indicating Your acceptance of its terms, by email to [legal@devprogress.us](mailto:legal@devprogress.us), or by postal mail to:

DevProgress  
c/o Democratic National Committee  
430 South Capitol Street Southeast  
Washington, DC 20003  
USA

## **6. Compliance with Applicable Law**

All information, dates and content included in the Software are subject to change given the subject matter of the Software. It is the responsibility of the contributor of the Software hereunder to monitor changes in applicable law. Future versions of the Software may include updated content to reflect any changes in applicable law.

## **7. "At Will" contributions; Volunteer Activity**

This Agreement is not a contract of employment and no rights of employment are hereby created. Unless otherwise set forth in a written agreement signed by the Contributor and the Committee, this volunteer engagement with the Committee is "at will" and may be terminated at any time, with or without cause, by the Contributor or the Committee. This Agreement will survive any termination of the Term or Your engagement. You acknowledge that with respect to the Contributions or other activities taken on behalf of the Committee, that You are acting as a volunteer and not an employee or agent of the Committee. Without limiting the foregoing, You will not be entitled to any worker's compensation, pension, retirement, insurance or other benefits afforded to employees of the Committee. You represent and warrant that You are 18 years of age or older, and that You are working on Your own time and not for any employer or third party. You agree that in the course of your volunteer activities, you will not provide anything of value (e.g., equipment, goods or materials) other than my own personal time to the Committee, make any expenditures on behalf of the Committee (e.g., pay for Committee bills or expenses), or attempt to obligate the Committee (e.g., tell someone that the Committee will pay for something) without the prior, express, written consent of the Committee.

## **8. No Conflicting Obligations and Closed Source Contributions**

Contributor's execution, delivery and performance of this Agreement and the performance of other obligations and duties to the Committee will not cause any breach, default or violation of any other employment, nondisclosure, confidentiality, consulting or other agreement to which You are a party or by which you may be bound.

You will not use in performance of Your work for the Committee or disclose to the Committee any trade secret, confidential or proprietary information of any prior employer or other person or entity if and to the extent that such use or disclosure may cause any breach, default or violation of any obligation or duty that You owe to such other person or entity (e.g., under any agreement or applicable law).

In the case of Close Source Contributions, You hereby irrevocably grant to the Committee, to the full extent of Your rights in and to the same, a fully paid-up, perpetual, worldwide right and license, with the right to sublicense, disclose, offer, distribute, import, make, have made, make derivative works of, use and otherwise exploit any trade secrets, copyrights, Confidential Information, Inventions and Works belonging to You or any third party that You disclose to the Committee or its personnel or use in any Inventions and Works or Materials.

In the case of Closed Source contributions, You will promptly disclose to the Committee all Confidential Information, Inventions and Works, and Materials, as well as any business or political opportunity that comes to Your attention during the Term and which relates to the business, operations, or affairs of the Committee or which arises as a result of Your engagement by the

Committee. You will not take advantage of or divert any such opportunity for the benefit of Yourself or anyone else either during or after the Term without the prior written consent of the Committee.

**NOTICE:** Notwithstanding any other provision of this Agreement to the contrary, this Agreement does not obligate You to assign or offer to assign to the Committee any of Your rights in an invention for which no equipment, supplies, facilities or trade secret information of the Committee was used and which was developed entirely on Your own time, unless (a) the invention relates (i) directly to the business of the Committee or (ii) to the Committee's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by You for the Committee. If You live in one of the states listed in the Invention Notice Schedule attached to this Agreement, the notice for such state set forth therein, rather than the foregoing Notice, will apply to this Agreement, and You acknowledge that You have read and received such notice.

## **9. Social Media and Press**

You acknowledge and agree that Your use of any and all social media platforms (including, without limitation, Facebook, Twitter and Instagram) during the Term may reflect on the Committee. Accordingly, You will not communicate, share or otherwise distribute or make available any Confidential Information via any of Your social media sites, pages or platforms. You also acknowledge and agree that the covenants You make below will apply to Your conduct on your own social media sites, pages or platforms during the Term.

Without limiting the above obligations, You will not communicate with any member of the press, including representatives of both print and electronic media, the services performed by You under this Agreement, or any knowledge or information relating to the business of Committee obtained as a result of the services performed by You under this Agreement, without the express prior approval of the Committee's press secretary or permanent staff of the Committee designated by the press secretary to grant such approval.

You shall refer promptly all queries from the press, in whatever form or circumstances they are made, to the Committee's press secretary or the press secretary's designees.

You will not make any false or misleading representations or statements with regard to the Committee or the products, services, business, operations, or affairs of the Committee, that may impair or otherwise adversely affect the goodwill or reputation of the Committee.

## **10. Enforceability and Jurisdiction**

In the event of any breach of or default under this Agreement by You, the Committee may suffer irreparable harm and have no adequate remedy at law. In the event of any such breach or default, or any threat of such breach or default, the Committee will be entitled to injunctive relief, specific performance and other equitable relief. Further, in any legal action or other proceeding in connection with this Agreement (e.g., to recover damages or other relief), the prevailing party will be entitled to recover, in addition to any other relief to which it may be entitled, its reasonable attorneys' fees and other costs incurred in that action or proceeding. The rights and remedies of the Committee under this Section are in addition to, and not in lieu of, any other right or remedy afforded to the Committee under any other provision of this Agreement, by law or otherwise.

This Agreement will be enforced to the fullest extent permitted by applicable law. If for any reason any provision of this Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed or reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision, and (b) such invalidity or unenforceability will not affect any other provision of this Agreement or any other agreement between Yourself and the Committee. If the invalidity or unenforceability is due to the unreasonableness of the scope or duration of the provision, the provision will remain effective for such scope and duration as may be determined to be reasonable.

The failure of the Committee to insist upon or enforce strict performance of any other provisions of this Agreement or to exercise any of its rights or remedies under this Agreement will not be construed as a waiver or a relinquishment to any extent of the Committee's rights to assert or rely on any such provision, right or remedy in that or any instance; rather, the same will be and remain in full force and effect.

This Agreement sets forth the entire Agreement, and supersedes any and all prior agreements, between You and the Committee with regard to the Confidential Information, Inventions and Works, Materials and Proprietary Rights of the Committee. This Agreement is independent of any other written agreements between You and the Committee regarding other aspects of Your engagement. This Agreement may not be amended, except in a writing signed by You and an authorized representative of the Committee.

This Agreement will be governed by the laws of the District of Columbia without regard to its choice of law principles to the contrary. You irrevocably consent to the jurisdiction and venue of the District of Columbia Courts and federal courts located in the District of Columbia, in connection with any action relating to this Agreement. Further, I will not bring any action relating to this Agreement in any other court.

This Agreement will be governed by the laws of the District of Columbia without regard to its choice of law principles to the contrary. You irrevocably consent to the jurisdiction and venue of the District of Columbia Courts and federal courts located in the District of Columbia, in connection with any action relating to this Agreement. Further, You will not bring any action relating to this Agreement in any other court.

## **11. Reasonableness**

You have carefully read all of the provisions of this Agreement and agree that (a) the same are necessary for the reasonable and proper protection of the Committee's business, operations and affairs, (b) the Committee has been induced to enter into and continue its relationship with You in reliance upon Your compliance with the provisions of this Agreement, (c) every provision of this Agreement is reasonable with respect to its scope and duration, and (d) You have received a copy of this Agreement.

By signing this document, you are indicating effective immediately, you have read and agree to adhere to the DevProgress Contributors Agreement in text above, source: <http://github.com/devprogress/contributors-agreement>.

DevProgress

Contributor

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

ACCEPTED:

Democratic National Committee

By \_\_\_\_\_

Its \_\_\_\_\_

DevProgress  
c/o Democratic National Committee  
430 South Capitol Street Southeast  
Washington, DC 20003  
USA