

## **edX Platform Repository Contributor Agreement**

**Individual Name:** \_\_\_\_\_

This edX Platform Contributor Agreement (“CA”) applies to contributions by you of open source coding to be merged into the open source edX Platform, hosted up on GitHub under <https://github.com/EdX> (collectively called the “edX Platform Repository”). This CA sets out the intellectual property rights you grant to us in connection with your contributions. It does not change your rights to use your contributions for any other purpose. The term “we” or “us” means edX Inc.

If you agree to be bound by these terms, fill in the information requested below and sign where indicated. Read this carefully; it is a binding legal agreement.

1. The term “contribution” or “contributed materials” means all of your past, present and future contributions of code, and related documentation and other materials submitted to the edX Platform Repository.
2. With respect to any and all copyrights, copyright applications and copyright registrations (collectively, “copyrights”) in your contribution, in any and all countries, worldwide:
  - a. you hereby assign to us joint ownership of and, to the extent such assignment is or becomes invalid, ineffective or unenforceable, you hereby grant to us and to the recipients of the software distributed by us a perpetual, irrevocable, non-exclusive, worldwide, no-charge, royalty-free, unrestricted license to reproduce, prepare derivative works of, publically display, publically perform, sublicense, and distribute your contributions and such derivative works; and
  - b. you agree that: each of us can do all things in relation to your contribution as if each of us were the sole owners, provided that if one of us makes a derivative work of your contribution, the one who makes the derivative work (or has it made) will be the sole owner of, and may register copyrights in, that derivative work; that you will not assert any moral rights in your contribution against us, our licensees, sublicensees, or transferees; that we may register copyrights in your contribution and exercise all ownership rights associated with it; and that neither of us has any duty to consult with, obtain the consent of, pay or render an accounting to the other for any use or distribution of your contribution.
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4. The rights that you grant to us under these terms are effective on the date you first submitted a contribution to us, even if your submission took place before the date you sign this CA.
5. You covenant, represent, warrant and agree that (a) each contribution that you submit is an original work of authorship, (b) you can legally grant the rights set out in this agreement, and (c) to the best of your knowledge, no contribution of yours violates any third party’s copyrights, trademarks, patents, or other intellectual property rights. You agree to notify us if you become aware of any circumstance, which would make any of the foregoing representations inaccurate in any respect.
6. The parties agree and acknowledge that this CA relates solely to the intellectual property contributed to the edX Platform Repository. For the avoidance of doubt, this CA does not grant any rights to intellectual property, which is developed outside of the edX Platform Repository and interoperates with the edX Platform through Application Programming Interfaces or shared data (e.g., a database).
7. Fill in the information below, sign this CA, scan and send it to us via email ([jennifer@edx.org](mailto:jennifer@edx.org)) or send the signed original to us (License Administrator, edX Inc., 141 Portland Street, 9<sup>th</sup> Floor, Cambridge, MA USA 02139).

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