**开放原子开源基金会法人实体贡献者许可协议**

**The OpenAtom Foundation**

**Corporate Contributor License Agreement**

开源基金会系依照中华人民共和国法律设立并存续的非营利组织（以下称“基金会”或“我们”），感谢贵方对开放原子开源基金会的支持。本法人实体贡献者许可协议（以下称“本协议”）由基金会和\_\_\_\_\_\_\_（以下称“贵方”）签署。贵方通过签署本协议同意接受本协议并受其约束。贵方基于本协议向基金会授予的权利自贵方首次向基金会提交“贡献”之日起生效（其中包括贵方在同意本协议条款和相应条件之前已提交“贡献”的情况在内）。

Thank you for your interest in the OpenAtom Foundation, an international nonprofit organization established and existing under the laws of People’s Republic of China (the "Foundation" or "we"). This Corporate Contributor License Agreement ("Agreement") is entered into by and between the Foundation and \_\_\_\_\_\_\_("You"). By signing this Agreement you agrees to accept and be legally bound by this Agreement. 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 agreed to these terms and conditions.

贵方同意如下条款：

You hereby agree to the following:

**一、定义 Definitions.**

1.“贵方”系指与基金会订立本协议的著作权人、或经著作权人授权的法人实体。法人实体包括作出“贡献”的实体以及控制该实体、由该实体控制或与该实体共同被控制的所有其他实体，均被视为单一贡献者。本条款定义的“控制”系指：拥有受控方至少50%直接或间接的投票权、资金或其他有价证券，或者通过投资关系、协议或其他安排，拥有实际支配受控方的权利。

"You" (or "Your") shall mean the copyright owner or legal entity authorized by the copyright owner that is making this Agreement with the Foundation. For legal entities, the entity making a Contribution and all other entities that control, are controlled by, or are under common control with that entity are considered to be a single Contributor. For the purposes of this definition, "control" means direct or indirect ownership of at least fifty percent (50%) of the voting power, capital or other securities of controlled entity, or actual control right of the controlled entity via investment, agreement or other arrangements.

2.“贡献”系指由贵方通过附件A指定人员及账号自愿向基金会提交且被并入或存档于基金会拥有或管理的任何产品之中的代码、文档或其他原创作品以及任何对现有作品进行修改或补充的原创作品（以下称“作品”）。本条款定义的“提交”系指以电子、口头或书面交流任意形式发送给基金会或其代表，包括但不限于基金会为讨论和改进项目所进行的电子邮件列表上的交流、源代码控制系统以及由基金会或其代表管理的问题跟踪系统，但不包括由贵方明确标记或以书面形式指定为“非贡献”的交流。

"Contribution" shall mean the code, documentation or other original works of authorship expressly identified in Exhibit A, as well as any original work of authorship, including any modifications or additions to an existing work, that is intentionally submitted by You to the Foundation for inclusion in, or documentation of, any of the products owned or managed by the Foundation (the "Work" ). For the purposes of this definition, "Submitted" means any form of electronic, verbal, or written communication sent to the Foundation or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Foundation for the purpose of discussing and improving the Project, but excluding communication that is conspicuously marked or otherwise designated in writing by You as "Not a Contribution".

**二、著作权许可授权。**贵方基于本协议，特此就贵方（不论以源代码或目标代码形式）提交的“贡献”授予基金会和基金会所分发软件的接收者永久的、全球性的、非独占的、免费的、免授权费的、不可撤销、无附加限制的著作权，基金会和基金会所分发软件的接收者可以复制、修改、开发衍生作品、公开展示、公开表演、再许可和分发贵方的“贡献”和相关衍生作品。

Grant of Copyright License. Subject to the terms and conditions of this Agreement, You hereby grant to the Foundation and to recipients of software distributed by the Foundation a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable, unrestricted copyright license to reproduce, modify, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute Your Contributions and such derivative works.

**三、 专利权许可授权。**基于本协议，贵方特此授予基金会及基金会所分发的软件的接收者永久的、全球性的、非独占的、免费的、免授权费的、不可撤销的（本条款下述情形除外）专利许可，以制造、委托制造、使用、许诺销售、销售、进口和以其他方式转让其“贡献”。该专利许可仅及于贵方有权授予且如不授予则贵方所提交的“贡献”或“贡献”与提交“贡献”时所对应的“作品”的结合将必然构成侵权的专利权利要求。如果任何实体针对贵方或其他实体提起专利诉讼（包括诉讼中的交叉诉讼或反诉），指控贵方“贡献”或前述结合构成直接或间接专利侵权，则贵方根据本协议就该“贡献”或“作品”授予该实体的所有专利许可自该实体提起该诉讼之日起终止。

Grant of Patent License. Subject to the terms and conditions of this Agreement, You hereby grant to the Foundation and to recipients of software distributed by the Foundation a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by You that are necessarily infringed by Your Contribution(s) alone or by combination of Your Contribution(s) with the Work to which such Contribution(s) were submitted. If any entity institutes patent litigation against You or any other entity (including a cross-claim or counterclaim in a lawsuit) alleging that your Contribution, or the Work to which you have contributed, constitutes direct or indirect patent infringement, then any patent licenses granted to that entity under this Agreement for that Contribution or Work shall terminate as of the date such litigation is filed.

**四、**贵方承诺，贵方系“贡献”的著作权人或者贵方经著作权人授权进行“贡献”（代第三方提交的情形详见第五条款），且贵方有权授予本协议规定的权利。贵方承诺，以下附件A（含后续对该附件作出的书面修改）所列的每名人员及指定账号均有权代表贵方提交“贡献”。如需要对贵方与基金会的联络人或附件A中授权代表贵方提交“贡献”的指定人员名单作出任何更改，贵方应当提前以书面方式通知基金会。

You represent that you are the copyright owner of the Contribution or authorized by the copyright owner to make such Contribution (see section 5 for submissions on behalf of others), and are legally entitled to grant the rights set out in this Agreement and the License. You represent further that each employee of the Corporation designated on Exhibit A below (or in a subsequent written modification to that Exhibit) is authorized to submit Contributions on behalf of the Corporation. It is your responsibility to notify the Foundation in written when any change is required to the Corporation's Point of Contact with the Foundation, or to the list of designated employees authorized to submit Contributions on behalf of the Corporation expressly identified in Exhibit A.

**五、**如果贵方拟提交非原创作品，贵方可以将该部分内容与贵方“贡献”进行区分后提交给基金会，并根据贵方所知标识该部分内容的来源以及任何许可或其他限制的完整细节（包括但不限于相关专利、商标和许可协议）内容，并以显著方式注明“代第三方提交：[此处注明第三方名称]”。

Should You wish to submit work that is not Your original creation, You may submit it to the Foundation separately from any Contribution, identifying the complete details of its source and of any license or other restriction (including, but not limited to, related patents, trademarks, and license agreements) of which you are personally aware, and conspicuously marking the work as "Submitted on behalf of a third-party: [named here]".

**六、**除非贵方自愿，否则贵方无需为贵方“贡献”提供支持服务。即贵方既可以选择不提供支持服务，也可以选择免费或收费提供支持服务。除非适用的法律要求或经书面同意，贵方提供“贡献”仅是“按原样”提供，不附带任何明示或默示担保及条件（包括但不限于任何权利担保、非侵权保证，适销性保证、适用性保证或条件）。

You are not expected to provide support for Your Contributions, except to the extent You desire to provide support. You may provide support for free, for a fee, or not at all. Unless required by applicable law or agreed to in writing, You provide Your Contributions on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE.

**七、**除本协议明确约定外，贵方在提交“贡献”时无任何明示或默示担保。无论基于何种法律理论（即使已告知可能有此类损害赔偿），贵方不对任何因使用贵方所提交的“贡献”或前述结合而引发的（无论何种原因所致）直接或间接损害承担责任。

Except as otherwise stated in the Agreement, Contribution is provided without warranties of any kind, either express or implied. In no event shall you be liable to you for any damages, including, but not limited to any direct, or indirect, special or consequential damages arising from your use or inability to use Your Contribution(s) alone or by combination of Your Contribution(s) with the Work to which such Contribution(s) were submitted, no matter how it's caused or based on which legal theory, even if advised of the possibility of such damages.

**八、**贵方同意，在遇到任何将导致本协议项下承诺不准确的事实或情况时将及时通知基金会。

You agree to notify the Foundation of any facts or circumstances of which you become aware that would make these representations inaccurate in any respect in time.

**九、**根据本协议，缔约方为独立的合同方。本协议和协议中包含的任何条款和条件均不得解释为在贵方与基金会之间设立合伙企业、合资企业或建立雇佣关系或委托人与代理人的关系。

The relationship of the parties under this Agreement is, and at all times shall continue to be, that of independent contractors. Neither the Agreement, nor any terms and conditions contained in the Agreement shall be deemed or construed as creating or constituting a partnership, joint venture, employment, or an agency between you and the Foundation.

**十、**未经基金会和贵方书面同意，不得修改或放弃本协议的任何条款。对本协议项下的任何单项权利的放弃不构成对其他相同或不同权利的放弃，任何缔约方未能履行或延迟履行本协议项下的任何权力或权利均不构成对本协议的放弃。

Any term of this Agreement may be amended or waived only with the written consent of the Foundation and You. Waiver of any one default shall not waive subsequent defaults of the same or different kind, and no failure or delay of either party to exercise or enforce any of its rights under this Agreement shall act as a waiver of those rights.

**十一、**本协议（含通过引用并入本协议的所有文件），构成缔约方之间就本协议议题的完整且排他性协议，废止并替代针对此议题任何或所有之前或同期的书面或口头讨论、谈判、备忘录和其它协议。

This Agreement, including all documents incorporated herein by reference, constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter.

**十二**、本协议以中英文双语表述，中英文版本具有同等法律效力。如果中英文版本存在任何冲突不一致，以中文版为准。

This Agreement is written in both Chinese and English, and the Chinese version and English version shall have the same legal effect. In the case of divergence between the Chinese and English versions, the Chinese version shall prevail.

法人实体名称 Corporation name:

法人实体地址 Corporation address：

法定/授权代表人 Legal or authorized representative:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

法定/授权代表人签字 Sign by legal or authorized representative:

盖章 Seal:

日期 Date:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**附件A**

Exhibit A

姓名Name 邮箱Email 用户名Username

**贡献职员**Contributing Employee \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**贡献职员**Contributing Employee \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**贡献职员**Contributing Employee \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**贡献职员**Contributing Employee \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**贡献职员**Contributing Employee \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_