

Software Transparency Foundation
Fundación para la Transparencia del Software
Madrid, España 30th July, 2025

Organization Contribution License Agreement

oCLA

This Agreement is entered into between the Software Transparency Foundation, a Spanish non-profit foundation registered under Ley 50/2002 de Fundaciones, with registered offices at Calle Prim 15, 4 derecha, 28004 Madrid, Spain (“STF” or the “Foundation”), and the Organization identified at the first section of this Agreement (“Organization”).

The purpose of this Agreement is to set forth the terms and conditions under which the Organization, through its Authorized Contributors, may submit Contributions to STF Projects, while ensuring the protection of licensed databases, commercial interests, and strategic assets of STF.

1.- ORGANIZATION INFORMATION

Organization information

- Organization Name: _____
- Mailing Address: _____

- Country: _____
- Primary Contact Person: _____
- Title: _____
- Email Address: _____
- Phone Number: _____

STF Contact Information

- Organization Name: Software Transparency Foundation
- Mailing Address: Calle Prim 15, 4 derecha. 28004 Madrid, Spain
- Country: Spain
- Primary Contact Person: José María Lancho Rodríguez
- Title: STF President
- Email: info@st.foundation.org

2.- DEFINITIONS

- **Foundation/STF:** refers to the Software Transparency Foundation (FUNDACIÓN PARA LA TRANSPARENCIA DEL SOFTWARE).
- **You or Organization:** refers to the legal entity who is entering into this Agreement with STF and authorizing individuals to contribute.
- **Contribution:** refers to any work of authorship, including any modifications or additions to an existing work, that is intentionally submitted by Contributor to the Software Transparency Foundation (STF) for inclusion in, or documentation of, any of the STF Programs and Projects. Contributions, under no circumstances includes, derives from, uses, links to, or is based, in whole or in part, on the Licensed Database (as defined below) or any other asset or resource protected by commercial or sponsorship agreements of the Foundation.
- **Submit or Submitted:** refers to any form of electronic, verbal, or written communication sent to STF 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 STF, but excluding

communication that is conspicuously marked or otherwise designated in writing by You as "Not a Contribution."

- **Licensed Database** refers to any database or resource that STF accesses or uses pursuant to a license or collaboration agreement with third parties, including expressly the SCANOSS (SCAN OPEN SOURCE SOLUTIONS, S.L.) database.
- **Authorized Contributor** refers to an individual employed, contracted, or otherwise affiliated with the Organization and duly authorized to submit Contributions on its behalf. Such individuals must also adhere to the STF's iCLA or other applicable individual agreements.
- **STF Programs and Projects**: refers to means all initiatives, software projects, data sets, and services managed by the Software Transparency Foundation under its mission to bring transparency to the software supply chain.

3.- GRANTS OF RIGHTS

Subject to the terms of this Agreement, the Organization hereby grants to STF and to recipients of software or data distributed by STF a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to use, reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute Contributions and derivative works therefor in any medium.

The Organization retains copyright ownership of its Contributions and may license them elsewhere.

4.- GRANT OF PATENT LICENSE

The Organization further grants to STF, and to recipients of software or data distributed by STF, a perpetual, worldwide, non-exclusive, royalty-free, irrevocable (except as stated herein) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the

Contributions, limited to patent claims owned or controlled by the Organization that are necessarily infringed by the Contribution alone or by combination with an STF Project.

5.- MODIFICATION OF INCORPORATION AND DISTRIBUTION TERMS

The Organization acknowledges and accepts that the Foundation retains the exclusive right, at its sole discretion, to determine the manner, scope, and terms under which any Contribution is incorporated into, maintained within, or distributed as part of any STF Project.

The Foundation may, at any time and without prior notice or approval from the Organization, unilaterally modify, adapt, relicense, relocate, aggregate, or otherwise change the terms, conditions, method, or context of incorporation and distribution of any Contribution, provided such actions are consistent with applicable law and the overall objectives of the Foundation.

No Organization shall acquire any right to require the inclusion, continued inclusion, specific treatment, or distribution of any Contribution under any particular license, model, or arrangement. The Foundation further reserves the right to remove, suspend, or discontinue any Contribution, or to assign a different license or distribution policy, as it deems necessary for legal, operational, compliance, commercial, or strategic reasons.

6.- DUE DILIGENCE RESPONSIBILITIES

While this Agreement does not require the Organization to indemnify STF, the Organization acknowledges its responsibility for ensuring proper intellectual property and patents clearance and agrees to cooperate in good faith to resolve any legitimate intellectual and patent property concerns that may arise regarding its Contributions.

When Contributions are based on or incorporate pre-existing works, the Organization agrees to:

- Clearly identify the original source materials and their licenses
- Include appropriate copyright notices and attribution statements
- Ensure compatibility between original licenses and STF project requirements
- Document any modifications made to the original works

The Organization commits to maintaining appropriate processes for:

- Reviewing Contributions for potential intellectual property conflicts before submission
- Training Authorized Contributors on intellectual property compliance requirements
- Conducting necessary patent and copyright clearance procedures
- Maintaining records of intellectual property clearance decisions

The Organization agrees to:

- Promptly disclose any known third-party intellectual property claims affecting its Contributions
- Notify STF immediately upon becoming aware of any potential infringement issues
- Cooperate with STF in addressing any intellectual property concerns that may arise
- Provide documentation supporting its rights to make Contributions when requested by STF

7. – REPRESENTATIONS AND WARRANTIES

The Organization represents and warrants that each Contribution is its original work or that it holds sufficient rights to grant the licenses herein. The Organization further represents that no Contribution incorporates or is derived from third-party materials without proper authorization and attribution, and undertakes to notify STF of any intellectual property issues that may arise.

7.1. – Designation and Identification of Authorized Contributors

The Organization may designate employees, contractors, representatives and other affiliated personnel as Authorized Employees who are permitted to make Contributions on behalf of the Organization. The Organization maintains full responsibility for:

- Determining which individuals are authorized to contribute
- Confirming that Authorized Contributors are informed about their responsibilities under this Agreement.
- Managing the scope of each individual's authorization

The Organization agrees to provide STF with a list of individuals ("Authorized Contributors") who are permitted to Submit Contributions on its behalf under this Agreement. The Organization is responsible for:

- Maintaining and updating this list as needed, ensuring accurate contact information for all Authorized Contributors
- Ensuring each Authorized Contributor has agreed to the terms of the current STF Contribution Policy; and
- Ensuring that Authorized Contributors understand their role and responsibilities
- Notify STF promptly when an individual's authorization is revoked or modified

STF may request confirmation of an individual's authorization before accepting a Contribution.

7.2. – Individual Contributor License Agreement

Each Authorized Contributor must execute an Individual Contributor License Agreement (iCLA) with STF before making any Contributions. The Organization acknowledges that:

- The iCLA creates a direct relationship between STF and the Authorized Employee

- The Organization's authority under this oCLA works in conjunction with, not in replacement of, individual iCLAs
- Both agreements must be in effect for contributions to be accepted

7.3. – Termination of Authorized Contributor Authorization

When an Authorized Contributor employment or engagement with the Organization ends, or when the Organization wishes to revoke authorization:

- The Organization must notify STF within thirty (30) days
- The individual's authorization to contribute on behalf of the Organization terminates immediately
- The individual may continue contributing in their personal capacity under their iCLA
- Previously made Contributions remain subject to the licenses granted under this Agreement

8. – MORAL RIGHTS

To the fullest extent permitted by applicable law, the Organization and its Authorized Contributors waive any moral rights in the Contributions, including the rights of attribution and integrity.

9. – LIMITATION OF LIABILITY AND WARRANTY

DISCLAIMER

Contributions are provided “as is” without warranty of any kind, express or implied. STF assumes no responsibility for the use of Contributions, and the Organization holds STF harmless from any claims related thereto.

10. – LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, in no event shall STF or its trustees, officers, employees, or agents be liable for any direct, indirect, incidental, special, exemplary, or consequential damages, including, but not limited to, loss of use, profits, business opportunities, procurement of substitute goods or services, security breaches, data compromise, business interruption however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the use of STF Programs and Projects or the Contributions, even if advised of the possibility of such damage.

The disclaimers and limitations in this section shall survive termination of this Agreement and shall apply to the maximum extent permitted by applicable law, regardless of whether any remedy fails of its essential purpose.

11. – GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of Spain. Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Courts of Madrid, Spain.

12. – CONTRIBUTION APPROVAL PROCEDURE

Prior to acceptance or integration of any Contribution, the Organization shall submit a brief explanatory memorandum describing the Contribution's purpose, scope, intended use, and expected impact on STF's projects, together with an express statement that the Contribution does not use, derive from, link to, or affect the Licensed Database or other protected assets.

STF, assisted by its technical and legal experts in software, code audit, and licensing, shall conduct a detailed impact analysis of the proposed Contribution, specifically assessing its technical, legal, and contractual implications for the Licensed Database and STF's interests.

STF reserves the sole and exclusive right to reject any Contribution, at any stage, if it deems, at its sole discretion, that acceptance could entail any risk, conflict, or actual or potential impact (direct or indirect) on the Licensed Database, other protected assets, or any of STF's agreements.

Only after successful completion of this review process and written express approval by STF, may a Contribution be integrated or deployed in STF projects. STF may condition approval upon the adoption of further technical, organizational, or legal measures as deemed appropriate.

13.- NO OBLIGATION

The Organization acknowledges that the Software Transparency Foundation (STF) is under no obligation to accept or use the Contributions, and that the Organization is not guaranteed to receive any compensation or consideration for its Contributions. The STF reserves the right to remove or modify any Contribution at its sole discretion.

14.- PROTECTION OF LICENSED DATABASE AND OTHER PROTECTED ASSETS

The Licensed Database and any other asset or resource to which STF holds rights by virtue of third-party agreements are expressly excluded from the scope of this Agreement and from the Contributions.

No term of this Agreement may be construed or enforced to require STF to license, disclose, open, publish, or reuse the Licensed Database or any service or project based on it, nor to impose any condition, obligation, or license on such assets.

STF shall retain exclusive control and management of all services or developments that use, directly or indirectly, the Licensed Database or any other protected asset, and no rights whatsoever are conferred to the Organization or its Authorized Contributors over such assets or services.

Nothing in this Agreement shall be interpreted so as to limit, modify, prejudice, or risk the Foundation's contractual position regarding its commercial, sponsorship, or other third-party agreements. In the event of conflict, the terms of such agreements shall always prevail.

15.- ENTIRE AGREEMENT, ORGANIZATION INFORMATION AND SIGNATURE

The parties expressly declare and acknowledge that this Agreement does not establish or presume an employment relationship, dependency, association, or partnership between them. The Contributor acts at all times as an independent party and this Agreement solely establishes economic rights, if any, conditioned upon compliance with objectives, without implying an employment, commercial, or corporate relationship other than that expressly agreed upon.

Nothing in this Agreement shall be interpreted as creating a joint venture, association, or any other form of entity between the parties, nor does it authorize either party to act as agent of the other.

This Agreement constitutes the entire agreement between the Organization and STF with respect to its subject matter, superseding any prior agreements or understandings.

By signing below, the Organization confirms that it has read and understood the terms of this Agreement and agrees to be legally bound by them. This Agreement becomes effective on the date of signature by an authorized representative of the Organization.

You may sign this agreement electronically. STF will confirm receipt and store a copy for record-keeping purposes.

- Legal Organization Name: _____
- Authorised Representative's Full Name: _____
- Title/Role: _____
- Email Address: _____
- Date: _____
- Signature: _____

For the Software Transparency Foundation:

- Received Date: _____
- Accepted/Processed By: _____
- Title/Role: _____