

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

Individual Contribution License Agreement

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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 Contributor identified below (“Contributor”).

This Agreement sets forth the terms and conditions under which the Contributor may submit Contributions to STF Projects, ensuring protection of STF’s licensed databases and strategic assets.

1.- CONTRIBUTOR INFORMATION

- Full Name: _____
- Email Address: _____
- If on behalf of an organization, Organization name (as registered at STF): _____

2.- DEFINITIONS

- **Foundation/STF:** refers to the Software Transparency Foundation (FUNDACIÓN PARA LA TRANSPARENCIA DEL SOTFWARE)
- **You or Contributor:** means the individual entering into this Agreement
- **Contribution:** refers solely to original code, documentation, or artifacts voluntarily submitted by the Contributor, which 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 database.
- **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

The Contributor hereby grants to STF, and to recipients of software or data distributed by STF, a perpetual, worldwide, non-exclusive, royalty-free, irrevocable copyright license to use, reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute the Contributions and derivative works thereof in any medium.

You retain ownership of the copyright in your Contributions. This license does not grant STF exclusive rights to your Contributions, and you are free to license your Contributions to others under different terms.

4.- GRANT OF PATENT LICENSE

The Contributor 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 Contributor that are necessarily infringed by the Contribution alone or by combination with an STF Project.

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 STF Project to which you have contributed, constitutes direct or contributory patent infringement, then any patent licenses granted to that entity under this Agreement for that Contribution or STF Program or Project shall terminate as of the date such litigation is filed.

5.- REPRESENTATIONS AND WARRANTIES

You represent and warrant that:

1. Authority: You have the legal authority to enter into this Agreement and grant the licenses herein.
2. Employment: The Contributor represents and warrants that they have the legal capacity and authority to enter into this Agreement and to grant the licenses herein. If the Contribution is made in the course of employment or under contract, the Contributor further represents and warrants that they have obtained all necessary permissions or waivers from their employer or contracting party to make the Contribution and enter into this Agreement, or that such employer or contracting party has waived any claim to rights in the Contribution.
3. Legal Compliance: Your Contributions comply with applicable laws, including export control regulations and data protection requirements.

You agree to notify STF immediately if you become aware of any facts or circumstances that would make any of the foregoing representations inaccurate.

6.- ORIGINALITY OF THE CONTRIBUTION

You certify that each of your Contributions is your original creation or that you have the legal right to submit it. If your Contribution is based on work from others, you certify that, to the best of your knowledge, you have the right to submit that work with the appropriate permissions and notices, and you agree to include those details clearly when submitting.

Contributor affirms that all the Contributions do not knowingly violate any third-party rights, including copyrights, patents, trademarks, or trade secrets.

If Contributions were provided by third-parties who certified the above and they remain unmodified, the Contributor has the right to submit the Contribution with the appropriate permissions and notices, clearly stated.

You understand and agree that STF Programs and Projects, as well as your Contributions are public and that a record of the contribution (including all personal information you submit with it, including your sign-off) is maintained indefinitely. Such record may be redistributed consistent with STF Projects or the open source license(s) involved.

You acknowledge this certification by including a "Signed-off-by" line in any commit message or submission, using your real name and email address.

7.- MODIFICATION OF INCORPORATION AND DISTRIBUTION TERMS.

The Contributor 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 Contributor, 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 Contributor 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.

8. – MORAL RIGHTS

To the maximum extent permitted by applicable law, Contributor waive and agree not to assert any moral rights or similar rights you may have in your Contributions, including the right to object to modification or attribution.

Where such waiver is not permitted, Contributor agrees to grant STF and its licensees the right to use your Contributions in a manner consistent with the spirit of this agreement.

9. – NO WARRANTY

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

10. – CONTRIBUTION APPROVAL PROCEDURE

Prior to acceptance or integration of any Contribution, the Contributor 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.

11.- NO OBLIGATION

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

12.- 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 Contributor 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.

13.- RELATIONSHIP OF THE PARTIES

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.

14.- GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of Spain, without regard to its conflict of law provisions. You agree to submit to the exclusive jurisdiction of the courts located in Madrid, Spain, for the resolution of any disputes arising out of or relating to this Agreement.

15.- CONTRIBUTOR INFORMATION AND SIGNATURE

You agree to provide accurate identifying information when signing this agreement, including your full name and contact details (email address). STF may use this information to maintain contributor records, manage licenses, and contact you if necessary regarding your Contributions.

Your personal data will be processed in accordance with STF's Data Protection Policy and applicable laws.

By signing this agreement, you acknowledge that you have read and understood its terms, and that you agree to be bound by them. This agreement takes effect on the date of your signature and remains in force unless superseded by a revised agreement between you and STF.

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

- Full Name: _____
- Email Address: _____
- Date: _____
- Signature: _____

For STF Use Only:

- Received Date: _____
- Processed By: _____