

## Volunteer Open Source Software Contributor Agreement

This Volunteer Open Source Software Contributor Agreement ("Agreement") is made and entered into as of \_\_\_\_\_ by and between The Foundation for Human Rights through Photography, a TEXAS non-profit corporation ("Foundation"), and \_\_\_\_\_, residing at \_\_\_\_\_ ("Contributor").

**WHEREAS**, the Foundation is a non-profit organization dedicated to education, documentation, and promotion of human rights; and

**WHEREAS**, the Foundation develops and uses open source software to further its mission; and

**WHEREAS**, Contributor desires to contribute to the Foundation's open source software projects on a voluntary basis;

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants contained herein, the parties agree as follows:

**1. Volunteer Contribution.** Contributor agrees to contribute to the Foundation's open source software projects (the "Projects") on a voluntary basis, without expectation of monetary compensation. Contributor's contributions may include, but are not limited to:

- Writing code
- Developing documentation
- Testing software
- Reporting bugs
- Providing feedback and suggestions

### **2. Ownership of Intellectual Property.**

- **Pre-Existing Works:** Contributor retains all right, title, and interest in and to any pre-existing works that Contributor incorporates into the Projects, provided that such pre-existing works are licensed under an open source license compatible with the Projects.
- **Contributions:** Contributor hereby assigns to the Foundation all right, title, and interest in and to any and all contributions made by Contributor to the Projects, including all intellectual property rights therein. This assignment includes, but is not limited to, copyright, patent, trademark, and trade secret rights.
- **Moral Rights:** To the extent permitted by law, Contributor waives all moral rights in and to the contributions.

**3. License Grant.** Contributor grants to the Foundation and to recipients of software distributed by the Foundation a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute the contributions and such derivative works.

**4. Representations and Warranties.** Contributor represents and warrants that:

- Contributor has the full right and authority to enter into this Agreement and to grant the rights granted herein.
- To the best of Contributor's knowledge, the contributions do not infringe the intellectual

property rights of any third party.

- The contributions are free of any known defects that would materially impair their use.

**5. Disclaimer of Warranty.** THE CONTRIBUTIONS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE FOUNDATION OR CONTRIBUTOR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR 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 THE CONTRIBUTIONS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**6. Indemnification.** Contributor agrees to indemnify and hold harmless the Foundation and its officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities, costs and expenses (including attorneys' fees) arising out of or relating to Contributor's breach of this Agreement or Contributor's contributions to the Projects.

**7. Termination.** This Agreement may be terminated by either party at any time for any reason upon written notice to the other party.

**8. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of TEXAS, without regard to its conflict of laws principles.

**9. Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

**10. Severability.** If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

**11. Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the waiver is sought to be enforced.

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the date first written above.

**The Foundation for Human Rights through Photography**

By: \_\_\_\_\_

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

**Contributor**

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