

Contributor Licence Agreement

for BBC Object Based Media Schema

About

Thinking about joining in? The British Broadcasting Corporation ("**BBC**") welcomes your code contribution to the project named above ("**BBC Project**").

We need you to agree to this BBC Contributor Licence Agreement ("**CLA**") (which is based on the Apache CLA) to make clear that the BBC has got permission from the owner of the code to use the code you contribute.

This CLA covers your permission if you are the owner of the code, or your employer's permission if your employer owns the code, for the BBC to use and modify and distribute your code contribution for free and to license the code to others (section 2).

And, if you (or your employer) hold a patent for your code contribution, the BBC and any downstream users of the code, get a patent licence so that we can make use of the code you contribute (section 3).

You also confirm that the code you contribute is an original creation of yours or your employer, if your employer owns the code; And you'll tell us if the code you contribute includes code that is owned by another organisation (section 6).

It's your responsibility to make sure that you've got proper authority to agree to the terms of this CLA, either as the owner of code, or on behalf of your employer, as the code owner (section 5).

This CLA does not change the code owner's right to use the code you contribute for other purposes.

Please read carefully what you are giving the BBC permission to do with your code contribution:

1. Definitions:

"Contribution" means any past, present and future contributions of any code (including source code and object code and whether in human-readable or machine-executable form), documentation and any other copyrightable material submitted to the BBC and/or to the BBC Project (including electronically, verbally, written, by electronic mailing lists, source code control systems and issue tracking systems managed by or on behalf of the BBC), but excludes any communication marked "Not a Contribution".

"you" or "your" means you as the copyright owner of the Contribution, or the company or organisation that is the copyright owner of the Contribution and who has authorised you to sign this CLA on its behalf.

Under this BBC Project the BBC will make available some code along with the opportunity for others to make edits and additions and update the codebase by making a Contribution. In return, you agree to license all rights in your Contribution on the terms detailed in this CLA.

2. Grant of Copyright Licence – in line with this CLA, you grant the BBC a perpetual, worldwide, non-exclusive, fully paid-up, royalty-free, irrevocable copyright licence to use, commercialise, reproduce, prepare derivative works of, publicly display, publicly perform, sublicense and distribute your Contribution and such derivative works without limitation.

3. Grant of Patent Licence – in line with this CLA, you grant to the BBC a perpetual, worldwide, non-exclusive, fully paid-up, royalty-free, irrevocable patent licence to make, have made, use, commercialise, import and otherwise transfer your Contribution without limitation. This licence applies only to those patent claims licensable by you (or persons or entities under your control) that are infringed by your Contribution.

4. The BBC has no obligation to use all or part of your Contribution.

5. You represent that you are legally entitled to grant the above licence. If your employer has intellectual property rights in your Contribution, you represent (i) that you have received permission to make a Contribution on behalf of that employer or (ii) that your employer has waived such intellectual property rights for your Contribution.

6. You represent that, except as disclosed in your Contribution, your Contribution is your original creation. Where your Contribution includes any work which is owned or otherwise restricted by a third party and/or if this CLA is not signed by an individual but as an authorised representative on behalf of a company or organisation, you will include this information, with full details, in your Contribution and in sections B and C of this Agreement.

7. Unless required by applicable law or agreed to in writing in this Agreement, your Contribution is provided to the BBC on an “as is” basis, without any warranty or conditions of merchantability and/or fitness for a particular purpose.

8. Neither you nor the BBC will be liable to anyone for any consequential, special, incidental or indirect damages of any kind arising out of the use of your Contribution, even if the user has been advised of the possibility of such damages.

9. You agree that your Contribution, and your accreditation for your Contribution may be retained indefinitely and disclosed publicly. The BBC has the option to update the copyright statements for the code base at any time (for example, to acknowledge the efforts of the open source community if the BBC project has accepted a large amount of external code). You represent that, if your Contribution contains the personal data of a third party, that you have complied with applicable European Union or other relevant data protection law (e.g., obtaining any necessary consents) to cover the BBC’s processing of such data in connection with your Contribution in line with this CLA.

10. If you submit your Contribution to a Git version control system or repository (such as GitHub), your user personal information will accompany your Contributions and will be displayed and stored in line with that repository’s privacy policy (for information about setting your ‘Commit’ email address in Git, please see the Git help pages online). In addition, if you submit your Contribution to a BBC public project on GitHub etc, the BBC as data controller is responsible for handling personal data that you provide (which may include your name, email address and any other personal data in your Contribution such as personal data about third parties) in line with data protection law. The BBC has

a contractual necessity in using such personal data for the performance of this CLA. The BBC will retain personal data in your Contribution for the duration of the copyright in it and to the extent necessary to allow the BBC to defend the BBC Project if there is a legal dispute about the code used for that BBC Project at some future time. For more information visit: www.bbc.co.uk/privacy.

11. This CLA is governed by English law and other than the BBC's right to ask for injunctive relief or remedy in any territory, any dispute will be subject to the exclusive jurisdiction of the courts of England & Wales. This CLA is the entire agreement between you and the BBC. This CLA replaces all previous statements and agreements whether written or oral and may be amended only by a written agreement signed by both parties.

Signed on behalf of **BBC**, a public Corporation incorporated by Royal Charter under the laws of the United Kingdom whose principal office is at Broadcasting House, Portland Place, London, W1A 1AA

Signature.....

Name.....

Title.....

For you to complete and sign:

<p>Section A Please complete the following:</p> <p>Your full name:</p> <p>Email:</p> <p>GitHub username:</p> <p>Your address:</p>	<p>Section C If your Contribution contains third party material please complete the following:</p> <p>Third party name:</p> <p>Description of material and any licences or restrictions which may apply:</p>
<p>Section B If you are signing as an authorised representative on behalf of your company or organisation, please complete the following:</p> <p>Company/Organisation name:</p>	<p>Section D</p> <p>Your signature:</p> <p>Date:</p>

<p>Your job title:</p> <p>.....</p>	
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