

IEEE Open Source Software Contributor License Agreements

IEEE Contributor License Agreements

IEEE Contributor License Agreements (CLAs) are required when submitting any contribution to IEEE Open Source Projects. The CLAs support specific open source licenses under which the open source software will be made available. If you have questions about the open source licenses (e.g., Apache 2.0 or BSD 3-Clause), please visit the organizations responsible for maintaining those licenses.

For example, if the open source software will be provided under a BSD 3-Clause license, then the associated IEEE BSD 3-Clause CLA must be submitted with any contributions.

Another consideration that must be made is whether to submit an Individual Contributor License Agreement (ICLA) or an Entity Contributor License Agreement (ECLA). The choice depends on who owns IP in the contribution that you are making.

- a) If you developed the contribution and fully own all IP in the contribution, then you would submit an ICLA.
- b) If you developed the contribution but an entity owns the IP in the contribution (e.g., your employer or an affiliation), then the entity must complete an ECLA and name you as a person authorized to submit contributions on the entity's behalf.
- c) If you did not create or develop the contribution, you will need to indicate that you are submitting the contribution on behalf of a third party, and then that third party will need to complete a CLA (ICLA or ECLA as appropriate) for the contribution.

A final consideration that must be made is the application of the CLA.

- a) If you would like the CLA to be applicable to only a single contribution, then you would indicate that on the CLA. Note however, that you will need to submit a CLA with each and every contribution you make if this option is always selected.
- b) If you would like the CLA to be applicable to an entire IEEE project, then you would indicate that on the CLA. Note however, that you will need to submit at least one CLA for each project (you may submit two CLAs if you need to submit both an ICLA and an ECLA).
- c) If you would like the CLA to be applicable to all IEEE projects under the license covered by the CLA, then you would indicate that on the CLA. You would not need to submit another CLA unless the owner of the IP differs.

Please be aware that CLAs are irrevocable, once submitted.



IEEE Software Grant and Entity Contributor License Agreement ("Agreement"), v 1.0

<http://www.ieee.org/os-ecla/BSD-3>

[This Agreement is based on the Apache Corporate Contributor License Agreement, but is not approved or endorsed by the Apache Foundation. A copy of the non-modified Apache Corporate Contributor License Agreement can be found at <https://www.apache.org/licenses/ccla-corporate.txt>]

IEEE ECLA Number: B-_____ (will be provided once submitted)

Thank you for your interest in IEEE Open Source Code development. In order to clarify the intellectual property license granted with Contributions from any person or entity, IEEE must have a Contributor License Agreement (CLA) on file that has been signed by each Contributor, indicating agreement to the license terms below. This license is for your protection as a Contributor as well as the protection of IEEE and its users; it does not change your rights to use your own Contributions for any other purpose.

This version of the Agreement allows an entity (the "Entity") to submit Contributions to IEEE, to authorize Contributions submitted by its designated employees to IEEE, and to grant copyright and patent licenses thereto.

If you have not already done so, please print, complete, and sign, then scan and email a pdf file of the signed Agreement to os-fb@ieee.org. If necessary, send an original signed Agreement to Open Source CLA, IEEE Legal and Compliance, 3 Park Avenue, 17th Floor, New York, NY 10016-5997 USA.

Please read this document carefully before signing and keep a copy for your records.

Corporation name: _____

Corporation address: _____

Point of Contact: _____

E-Mail: _____

Telephone: _____ Fax: _____

You accept and agree to the following terms and conditions for (initial one):

___ All Your present and future Contributions submitted to IEEE Open Source Projects; or

___ All Your Contributions to the following IEEE Open Source Project:

_____; or

___ Your present Contribution to the following IEEE Open Source Project:

_____.

In return, IEEE shall not use Your Contributions in a way that is contrary to the public benefit or inconsistent with its nonprofit status and bylaws in effect at the time of the Contribution. Except for the license granted herein to IEEE and recipients of software distributed by IEEE, You reserve all right, title, and interest in and to Your Contributions.



1. Definitions.

"You" (or "Your") means the copyright owner or legal entity authorized by the copyright owner that is making this Agreement with IEEE. 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 (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"Contribution" means the code, documentation or other original works of authorship expressly identified in Schedule B, as well as any original work of authorship, including any modifications or additions to an existing work, that is intentionally submitted by You to IEEE for inclusion in, or documentation of, (1) the Open Source Project specified above, or (2) if none is specified, then any IEEE Open Source Projects (in either of the foregoing cases, the "Work"). For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to IEEE 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, IEEE for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by You as "Not a Contribution."

2. Grant of Copyright License. Subject to the terms and conditions of this Agreement, You hereby grant to IEEE and to recipients of software distributed by IEEE 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 Your Contributions and such derivative works.
3. You represent that You are legally entitled to grant the above license. You represent further that each employee of the Corporation designated on Schedule A below (or in a subsequent written modification to that Schedule) is authorized to submit Contributions on behalf of the Corporation.
4. You represent that each of Your Contributions is Your original creation (see section 6 for submissions on behalf of others).
5. 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.
6. Should You wish to submit work that is not Your original creation, You may submit it to IEEE 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]" or "Submitted under license of a third-party: [named here]".
7. It is Your responsibility to notify IEEE when any change is required to the list of designated employees authorized to submit Contributions on behalf of the Corporation, or to the Corporation's Point of Contact with IEEE.

Please sign: _____

Date: _____

Title: _____

Corporation: _____



Schedule A

[Initial list of designated employees and their emails. NB: authorization is not tied to particular Contributions.]



Schedule B

[Identification of optional concurrent software grant. Would be left blank or omitted if there is no concurrent software grant.]