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## openETCS INDIVIDUAL COMMITTER AGREEMENT (oE-ICA)

THIS INDIVIDUAL COMMITTER AGREEMENT (THE "AGREEMENT") is entered into as of the \_\_\_\_\_ (the "Effective Date") by and between the openETCS Project Consortium consisting of organizations as listed on the ITEA2 website, ref: <http://www.itea2.org/project/index/view/?project=10135> , AND having signed the openETCS Project Cooperation Agreement ("oE-PCA") or openETCS Declaration of Acceptance ("oE-DoA"), represented by the openETCS Project-Coordinator and \_\_\_\_\_ ("Committer") an individual listed in the openETCS Committer Database who has been approved to be a committer as further described herein.

## INTRODUCTION

Individuals, who give frequent and valuable contributions to the openETCS development project, or component of the project, can have their status promoted to that of a "committer" for that project or component respectively, in accordance with the project's corresponding charter. A committer has write access to the source code repository for the associated project (or component), or to other content on the openETCS Project website. In order for an individual to become a committer, another committer for the project (or component) must nominate that individual. Once an individual is nominated, the existing committers for the project (or component) will vote using the process and rules determined by the Project Charter and administered by the Project Management Committee ("PMC"). When a new project is started, the responsible corresponding Development Team Leader PMC (Project Management Committee) will nominate an initial set of committers for approval by the openETCS PCC Chairman (or his delegates). Becoming a committer is a privilege that is earned by contributing and showing discipline and good judgment. It is a responsibility that should be neither given nor taken lightly.

By executing this Agreement, Committer agrees that: (a) he or she has reviewed this Agreement, (b) he or she shall comply with all obligations that result from being a committer, (c) he or she shall be entitled to enjoy the rights of a committer, subject to the terms hereof and (d) he or she is fully entitled to license his or her contributions under the terms of the EUPL and/or the Creative Commons by-sa 3.0 unported license ("cc-by-sa") respectively (see 1.3 below).

## 1. COMMITTER RIGHTS AND OBLIGATIONS

**1.1 Compliance with Bylaws.** Committer agrees to abide by the Bylaws of the openETCS Project Consortium as may be amended from time to time, which is hereby incorporated herein by reference.

**1.2 Compliance with Policies and Guidelines.** Committer agrees to abide by the IP Policy and Committer Guidelines and any and all additional policies, guidelines and procedures adopted by the openETCS Project Consortium, as may be amended from time to time, which are hereby incorporated herein by reference.

**1.3 Compliance with the European Public License, the Creative Commons by-sa 3.0 unported license and the openETCS Terms of Use.** All contributions of Committer submitted to the openETCS repository will be published under the terms of the European Public License ("EUPL") and (concerning Non-code contributions) under the terms of the EUPL and the Creative Commons by-sa 3.0 unported license ("cc-by-sa"). Committer represents that he or she has reviewed and understands the terms and conditions of the

EUPL, the cc-by-sa and the openETCS Terms of Use currently located at: <http://openetcs.org/termsfuse/>. Committer agrees that the openETCS Terms of Use will serve as the general contribution agreement for the openETCS project, unless otherwise agreed to in accordance with the Bylaws and IP Policy. Except as otherwise determined by the openETCS PCC in accordance with the Bylaws and IP Policy, or as set forth in the openETCS Terms of Use, Committer agrees that the EUPL will serve as the distribution license for software contributions and the EUPL and cc-by-sa as the distribution licenses for Non-code contributions (dual-licensing).

**1.4 Committer Questionnaire.** Committers shall complete and submit to the openETCS Committer Questionnaire.

**1.5 openETCS Committer Employer Consent Form.** If Committer is employed or is otherwise performing services for a third party as an independent contractor, Committer shall have an authorized representative of such employer sign and submit directly to the openETCS project office the Committer Employer Consent Form provided by the openETCS project office.

**1.6 Committer Contact Information.** Committers shall promptly inform the openETCS project office of any change in the information provided on the Committer Questionnaire, including without limitation address, other contact information and any change in employment or independent contractor status, as well as the change in employer or third party to whom services are being provided. Committer shall, upon the openETCS project offices's request, confirm the currency of all information provided in the Committer Questionnaire.

**1.7 Committer's rights.** Committers working on content in the openETCS.org Github repository may be granted commit rights to specific project directories and/or files in the repository. Committers working on content on the openETCS.org web site may be granted WebDAV access to specific web site directories and/or files. Committers may also be granted other rights necessary to administrate and manage projects such as mailing list administration, Bugzilla administration, etc. The openETCS project office will have complete control and discretion over which capabilities are assigned to a Committer account, and may terminate or temporarily disable Committer access for any reason at any time.

**1.8 Treatment of Account.** Each Committer shall maintain the strict confidentiality of his or her passwords issued by the openETCS project office ("Password") and shall not allow any other individual or entity to use his or her username or Password. Should a Committer become aware of any such use, Committer shall notify the openETCS project office immediately by sending an e-mail to [helpdesk@openETCS.org](mailto:helpdesk@openETCS.org), or such other e-mail address as may be designated by the openETCS project from time to time. Until a Committer has provided such notice to the openETCS project, such Committer shall be presumed to have taken and shall be fully responsible for all actions made through its username and Password.

## 2. TERM AND TERMINATION

**2.1 Term.** The term of this Agreement shall begin on the Effective Date and shall continue until terminated by either party, with or without cause, by written notice to the other party.

### 3. GENERAL

**3.1 No Other Licenses.** By executing this Agreement, Committer neither grants nor receives, by implication, estoppel, or otherwise, any rights under any copyright, patents or other intellectual property rights of the openETCS project or any Member.

**3.2 Limitation of Liability.** IT IS THE EXPECTATION OF THE OPENETCS PROJECT CONSORTIUM AND ITS MEMBERS THAT COMMITTER WILL MEET COMMITTER'S OBLIGATIONS, AND NOT EXCEED THE SCOPE OF HIS OR HER AUTHORITY, AS SET FORTH IN THIS AGREEMENT. NOTWITHSTANDING THE PRECEDING SENTENCE, IN NO EVENT WILL EITHER OPENETCS PROJECT CONSORTIUM, ITS MEMBERS OR COMMITTER BE LIABLE TO EACH OTHER OR ANY MEMBER OR THIRD PARTY UNDER THIS AGREEMENT FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOST REVENUE, LOST SALES, LOSS OF USE, LOSS OF DATA OR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

**3.3 Governing Law.** This Agreement shall be construed and controlled by the laws of Germany without reference to conflict of laws principles.

**3.4 Notices.** All notices or other communications to or upon any party shall be delivered to or at the addresses set forth on the signature page(s) hereto. For purposes of this Section, notice can include notice by written mail, electronic mail or by facsimile and shall be deemed served when sent; provided, however, that notice of a breach of this Agreement and notice of termination of this Agreement shall be given by overnight courier service or certified mail, return receipt requested. Either party may give written notice of a change of address and, after notice of such change has been received, any notice or request shall thereafter be given to such party at such changed address.

**3.5 Complete Agreement; No Waiver.** Except with respect to the Bylaws of openETCS Project Consortium, the IP Policy, the EUPL, the cc-by-sa (if applicable), the openETCS.org Terms of Use and any other policies, guidelines and procedures that may be adopted by openETCS Project, from time to time, in accordance with the Bylaws, this Agreement, including all attachments, sets forth the entire understanding of openETCS project, and the Committer with respect to the subject matter hereof and supersedes all prior agreements and understandings relating hereto, unless otherwise stated in this Agreement. The waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.

**3.6 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but collectively shall constitute one and the same instrument.

**3.7 Compliance with Laws.** Anything contained in this Agreement to the contrary notwithstanding, the obligations of openETCS project and Committer shall be subject to all laws, present and future, of any government having jurisdiction over openETCS project or Committer including, without limitation, all export and re-export laws and regulations. It is the intention of openETCS project and Committer that this Agreement and all referenced documents shall comply with all applicable laws and regulations.

**3.8 Independent Contractors.** The relationship of openETCS project with respect to Committer established by this Agreement is that of independent contractors. This Agreement does not give either party the power to direct and control the day to day activities of the other, constitute the parties as partners, joint venturer, co-owners, principal-agent or otherwise participants in a joint or common undertaking, or, except as expressly provided herein, allow

either party to create or assume any obligation on behalf of the other for any purpose whatsoever.

In witness of this Agreement, openETCS Project Consortium and Committer have executed this Agreement below, **openETCS project**

**openETCS Project Coordinator in behalf of the openETCS Consortium, represented by the**

**openETCS Project Office**

**Notice Information:**

By:

c/o DB Netz AG , I.NVT3-openETCS  
Attention: Committer Records  
Völckerstrasse 5  
80939 München  
GERMANY

Name:

Telephone: +49 89 1308 5214

Title:

Fax: +49 69 265 20434

Date:

e-mail: ProjectOffice@openETCS.org

**Committer:**

**Notice Information:**

Name:

Address:

By:

Attention:

Name:

Telephone:

Title:

Fax:

Date:

e-mail: