ZOPE FOUNDATION IP POLICY
Effective as of (the "Effective Date")

1. Overview.

  1.1. The purpose of the Zope Foundation Intellectual Property Policy ("IP Policy") is to set forth the general principles under which the Zope Foundation shall accept contributions, license contributions, license materials owned by the Zope Foundation, and manage other intellectual property matters. This IP Policy applies only to Content (as defined herein) contributed to the Zope Foundation on or after the Effective Date, provided however, that to the extent Content is contributed which includes elements which were contributed before the Effective Date, this IP Policy only applies to the elements of that Content contributed for the first time after the Effective Date. This IP Policy should at all times be interpreted in a manner that is consistent with the Purposes of the Zope Foundation as set forth in the Zope Foundation Bylaws. By signing the Membership Agreement or Committer Agreement, as applicable, all Members and Committers agree to comply with this IP Policy. In addition, this IP Policy shall serve as the basis for how non-Members and non-Committers interact with the Zope Foundation through participation in a Project, web-sites owned, controlled, published and/or managed under the auspices of the Zope Foundation, or otherwise.

  1.2. The Committer Agreement shall serve as the primary agreement under which the Zope Foundation shall accept software, documentation, information (including, but not limited to, ideas, concepts, know-how and techniques) and/or other materials (collectively "Content") from contributors including, but not limited to, Members and Committers.

2. Accepting Contributions (Inbound assignment).

    2.1.1. The foundation of this IP Policy is the Zope Foundation Committer Agreement ("the Committer Agreement"), which is incorporated herein by reference, and a copy of which can be found at www.zope.org. The Zope Foundation will only accept Content under terms and conditions other than those in the Committer Agreement when the potential Committer (as that term is defined in the Committer Agreement) of such Content does not have the right to, or is unwilling to, license the Content under the terms of the ZPL and the following conditions have been satisfied: (1) a determination has in fact been made by the Zope Management Organization ("ZMO") and/or Committer (as those terms are defined in the Bylaws) that the potential Contributor will not license the Content under the terms of the ZPL, (2) when the potential Contributor is not the copyright holder of the Content, a determination has in fact been made by

the ZMO and/or the Committer that the owner of the copyright of the potential Contribution (as that term is defined in the ZPL) will not license the Content under the terms of the ZPL; (3) the ZMO, the Project Management Committee ("PMC", as that term is defined in the Development Process) Lead and the Committer have determined that the Content is important to achieving the Project Plan (as that term is defined in the Development Process) and Purposes (as the term is defined in the Bylaws) of the Zope Foundation; and (4) both the Zope Foundation Board (or the Board's designee specifically authorized for this responsibility) and the applicable PMC have reviewed and approved the use of the proposed alternative terms and conditions. This policy should be read to strongly discourage, but not prohibit, the licensing of any Content under terms and conditions that would require the object code, source code and derivative works of any Content to be distributed by the Zope Foundation under terms and conditions other than the ZPL.

2.1.2. In no circumstance will the Zope Foundation accept or distribute contributions or Content under licenses or associated terms and conditions that assert "copyleft" provisions on derivative works. This includes but is not limited to the GNU General Public License (GPL).

2.2. The above policy applies to all Content whether contributed through the Zope Foundation website, directly by Members or Committers, or otherwise. It shall be the overall responsibility of the ZMO to ensure that all Content contributed to the Zope Foundation complies with this policy. It shall also be the responsibility of the applicable Committer(s) to ensure that all Content that the individual Committer uploads to the repository, or otherwise makes available for distribution, complies with this policy. The Board shall have the ability to modify the in-bound licensing requirements for items such as articles and white papers, however, the ZMO shall have no such authority with respect to code and related technical documentation.

3. LICENSING CONTRIBUTIONS (OUT-BOUND LICENSING).

3.1. The ZPL shall serve as the primary license under which the Zope Foundation shall distribute all Content. Content shall only be distributed by the Zope Foundation under terms and conditions other than the ZPL when, in the reasonable judgment of the Zope Foundation, the terms and conditions of the license under which the Content was contributed requires such alternative licensing terms and conditions. It shall be the overall responsibility of the ZMO to ensure that all Content licensed to subsequent users complies with this policy. Before any Content is uploaded to the Zope Foundation repository and made available for download, or other method of distribution to potential users, the

applicable Committer(s) must ensure that the terms and conditions governing the subsequent use of the Content are clearly communicated to potential recipients of the Content.

3.2. This policy should be read to strongly discourage, but not prohibit, the proliferation of licenses for Content distributed by the Zope Foundation.

4. DUE DILIGENCE AND RECORD KEEPING.

4.1. The ZMO, working with the Committer(s), shall be responsible for scrutinizing all Content contributed to the Zope Foundation to help ensure that the IP Policy licensing requirements set forth above are met. Except as set forth below, the applicable Committer, with the assistance of the ZMO, shall conduct the following activities prior to uploading any Content into the repository or otherwise making the Content available for distribution:

4.1.1. Contact the potential Contributor of the Content through an appropriate channel of communication and collect/confirm the following:

4.1.1.1. Contributor's name, current address, phone number and e-mail address;

4.1.1.2. Name and contact information of the contributor's current employer, if any;

4.1.1.3. If the contributor is not self-employed, the Committer or ZMO must request and receive a signed consent form (to be provided by the Zope Foundation) from the contributor's employer confirming that the employer does not object to the employee contributing the Content.

4.1.1.4. Determine if the Content can be contributed under the terms of the ZPL or the alternative terms and conditions supplied by the Contributor. This can be done by asking the contributor questions such as;

4.1.1.4.1. Did you develop all of the Content from scratch;

4.1.1.4.2. If not, what materials did you use to develop the Content?

4.1.1.4.3. Did you reference any confidential information of any third party?

4.1.1.4.4. If you referenced third party materials, under what terms did you receive such materials?

4.1.1.5. If it is determined by the Committer that the Content is not the original work of the Contributor, collect the contact information of the copyright holder of the original or underlying work. The copyright

holder of the Content or the underlying work may then need to be contacted to collect additional information.

4.1.2. The Committer(s) shall document all information gathered pursuant to (1) above in a form to be provided by the Zope Foundation and provide such completed form to the ZMO.

4.1.3. The Committer or the ZMO shall also be responsible for running a scan tool provided by the Zope Foundation, using parameters provided by the Zope Foundation, to help ensure that the Content does not include any code not identified by the contributor.

4.1.4. Based on the information collected, the Committer shall use his/her reasonable judgment to determine if the Content can be contributed under terms and conditions that are consistent with the licensing requirements of this IP Policy.

4.2. If the ZMO or the applicable Committer has any doubts about the ability to distribute the Content under terms and conditions that are consistent with the ZPL or the proposed alternative terms and conditions, the Committer may not upload the code to the repository or otherwise distribute the Content and should contact the PMC leader for assistance. The PMC leader should in turn engage the Zope Foundation Board (or the Board's designee) for action in accordance with Section 2 of this Policy. The PMC or ZMO shall be responsible for filing/ maintaining the information collected by the Committer(s) for future reference as needed.

4.3. The above record keeping requirements shall not apply to:

4.3.1. Minor modifications to Content previously contributed to and accepted by the Zope Foundation.

4.3.2. Articles and White Papers

4.3.3. Information or minor Content modifications provided through bug reports, mailing lists and news groups

4.4. While the record keeping requirements do not apply to the items listed above, Committers must conduct reasonable due diligence to satisfy themselves that proposed Contributions can be licensed under the terms of the ZPL.

5. TECHNOLOGY REVIEWS.

5.1. The Zope Foundation Development Process identifies three important milestones in a Project's lifecycle: (i) Creation Review; (ii) Checkpoint Review; and (iii) Release Review [collectively, the "Review Cycle"]. One of the tasks associated with Creation Review is an initial determination, by the Project Team of new Content that may be added to the Zope Platform. The Checkpoint Review is used, among other things, to determine whether the Project Team has acquired the necessary rights to all such additional Content to permit the distribution of such Content. The Release Checkpoint is used as a final review to ensure that all necessary rights to the new Content have, in fact, been acquired. If such rights have not been acquired, the applicable Content will not be externally distributed. The Checkpoint Review will also be used to provide each Member with an opportunity, but NOT an obligation, to review the technical plans and related Contributions, if any, for the Project and identify any intellectual property rights including, but not limited to, patent rights, the Member may have that may be infringed/misappropriated by a Contribution if a user of such Contribution does not receive a license from the Member to that intellectual property.

5.2. In the event that a Member identifies any such intellectual property rights, the Member shall promptly notify the Zope Foundation in writing. Upon receipt of such notice, the Zope Foundation shall review the potential infringement/ misappropriation to determine if the Member's claim is valid. If the Zope Foundation determines, in its reasonable judgment, that the intellectual property rights of the Member may be infringed or misappropriated, the Zope Foundation shall request that the Member license the subject intellectual property on a royalty-free basis for use with Contributions licensed under the ZPL. If the Member declines, the Zope Foundation will determine if the applicable technology should be removed (or modified so that the technology no longer infringes or misappropriates the Member's intellectual property), without significant disruption to the Project. If the disruption would be minimal, the applicable technology will be removed or modified. If removal or modification would cause significant disruption, the Zope Foundation shall attempt to license the subject intellectual property for use with Contributions licensed under the terms of the ZPL for a reasonable one-time charge. If the Member again declines, the Zope Foundation will remove or modify the applicable technology within a commercially reasonable period of time. The same process shall apply if the Member identifies the potential infringement/misappropriation after the Checkpoint Review. Nothing in this IP Policy shall in any way be interpreted to modify or supersede the terms of the ZPL in any manner. This policy shall in no way be interpreted: (1) to require the Zope Foundation to agree with a Member that the technology may infringe or misappropriate that Member's intellectual property; (2) to require the Zope Foundation to take the remedial actions identified above, (3) to require any Member to license its intellectual property to the Zope Foundation, any Member or any other party, or (4) to prevent a Member

from enforcing its intellectual property rights against the Zope Foundation, a Member(s), or any other party as a result of the Member not identifying any such potential infringement/misappropriation during these review cycles or at any other time.

6. NO CONFIDENTIALITY.

6.1. The Zope Foundation, Member(s), Committer(s) and other parties may exchange information as a result of their participation in Zope Projects and/or generally in the furtherance of the Purposes of the Zope Foundation. All such information shall be considered non-confidential and provided under terms consistent with this IP Policy. In the event confidential information needs to be shared, such confidential information shall be disclosed pursuant to a confidentiality agreement entered into by the participants in such disclosure.

7. TRADEMARKS AND LOGOS.

7.1. The use of trademarks and logos associated with the Zope Foundation shall be used in accordance with the then current Zope Foundation Trademark Usage Guidelines.

8. COMMITTER AGREEMENT.

8.1. Each Committer must execute a Committer Agreement, or have its employer execute it on the Committer's behalf. Such Committer Agreement shall obligate the Committer to comply with this IP Policy and other policies of Zope Foundation in effect from time to time.