OPEN MOBILITY FOUNDATION
BYLAWS v1.27

APPENDIX G

OPEN MOBILITY FOUNDATION
FORM OF ENTITY CONTRIBUTOR LICENSE AGREEMENT (eCLA)

Please see the [attached] Instructions before submitting this form.

Entity information

Your organization's full legal name:

The name of your organization's primary representative to the Foundation, who the Foundation may use for notices and confirmations of approval by your organization: *

Your representative's email address: **

[A valid physical mailing address for your representative, including country:] *

Information about Contributors (listed representatives) †:

Initial list of name, email, and GitHub username of your designated employees or other representatives whose contributions are subject to this Entity CLA:

Name: *

Email: *

GitHub Username: *

[   ] Delete

[   ] Add another contributor

†   Please note the eCLA Instructions regarding later additions and deletions of contributors authorized to contribute as your representatives.

*, ** Please note the statements regarding use of these items in the eCLA Instructions.

Agreement to License

This eCLA applies to all material ("Contributions"), including any original work of authorship and any modifications or additions to an existing work, that your representatives send, post or otherwise explicitly submit for inclusion in any Foundation repository, now and in the future. Foundation repositories and the works created from them are governed by the Foundation Bylaws, which may also affect the application of this eCLA.

You agree to license all of your rights in each of your Contributions, under the terms of the specific "Applicable License" designated in the LICENSE.MD file in the repository into which it is submitted (at the time you sign this form), for the benefit of both the Foundation and all later parties who that Applicable License benefits.   The licenses granted there and in this eCLA by you are perpetual, worldwide, non-exclusive and irrevocable, and include copyright permission to the Foundation to publish your contributions without royalties, and permit others to do so, including in the ways described in the Foundation Bylaws.   You may withdraw in the future from this CLA, and end your access to contribute to its repositories, but that withdrawal will not terminate your license already granted for any Contributions made by your representatives while you still have that access.

Nonassertion Covenant

You also promise that you will not assert any royalty claims nor patent claims licensable by you that are necessarily infringed by an implementation of an approved Foundation Deliverable, against the Foundation or any user of that work, for any compliant implementation of that work.

Your promise to do so is irrevocable, but (a) will no longer apply to new Foundation Deliverables approved after you resign or are terminated as a Member (or, if you signed this eCLA but are not a Member, after you notify the Foundation in writing that this eCLA is terminated); and (b) you may suspend or revoke that promise to any person who alleges in writing or files a suit asserting that your Contribution, or the work to which you have contributed, constitutes direct or contributory patent infringement.

Additional Terms

By signing this eCLA, you represent that:
- You have all of the legal rights necessary to license each of the Contributions made by your representatives under the terms of the Applicable License, and to make the promises stated in this eCLA.
- You have included in this eCLA (or will add) as listed representatives all contributors who are making Contributions of your work as your representatives.
- If any part of those Contributions incorporates the original work of another party, whether or not affiliated with you, you also confirm to us that you have received any

necessary permissions from that party to submit your Contributions and grant these licenses and promises.

Most Foundation repositories are public, and most Foundation work is intended to create publicly-available materials. By signing, you agree that a record of the Contributions made by your representatives, including the identification of you as a contributing entity, may be permanently maintained and freely redistributed.

[end]

[Appendix G, continued]

**OPEN MOBILITY FOUNDATION
Entity CLA INSTRUCTIONS**

{Note, instructions may change based on automated system tooling, e.g., GitHub setup.]

In order to contribute intellectual property into the Foundation, individuals are required to be bound by the terms of our Individual Contributor License Agreement ("iCLA"), to agree to and make clear the terms that apply to their intellectual property contributions. *In cases where that individual is participating and making contributions as your employee or representative, using intellectual property that is owned by your company or organization,* your company or organization ("you") also should execute and return to the Foundation this Entity Contributor License Agreement ("Entity CLA") or ("eCLA"). This is a license and agreement by you, for your protection as a contributor, as well as for the protection of the Foundation, your representatives, and all who use your contributed material. You must agree to be bound by the terms of this eCLA, so that it is clear what terms apply to your intellectual property contributions made by your representatives.

You can do so by completing the online form provided by the Foundation. However, only a person who is authorized to commit the entity to a license agreement should submit this form.

The Foundation reserves the right to reject any contributions made by individuals who state that their contributions are owned by you, unless you provide an Entity CLA:
- By listing a Contributor here as your representative, you are including their Contributions to the Foundation in your licensing promises.
- By listing you in their Individual CLA as their employer or party whose content they use, a Contributor creates a requirement that you must also list them in this eCLA in order for the Foundation to accept their Contributions of your work.

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The CLA is only a non-exclusive license and covenant; it does not transfer ownership, and does not change your rights to use your own Contributions for any other purpose. The Foundation, its members and the users of its deliverables are not required to make any use of your Contributions.

Personal data provided in this licensing process is handled, and you have the rights, as provided in the Foundation Data Privacy Statement posted at [URL]. PLEASE NOTE that:

> *   Data items with an asterisk on the CLA may be used to identify and post your contributions, and will be made part of a public record to evidence your contributions.

** Data Items with a double asterisk are email addresses, and may become public if you participate by email in Foundation deliberations, which generally are openly posted.

You may submit a CLA by clicking the "Accept" button on the form. You should then receive an email message from _____@_____.org with the subject line "Open Mobility Foundation Confirmation". Please reply to that email message, to confirm that the information submitted in the CLA form is correct, and that you submitted the CLA. Questions may also be submitted directly to Foundation staff at any time: send general questions to _____@_____.org and CLA-related questions to _____@_____.org.

We look forward to your participation and contributions to better urban mobility practices!