



## Agreement on the Transfer of Economic Copyrights and Contribution License Agreement

### MTÜ Nordic Institute for Interoperability Solutions (NIIS)

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This Agreement on the Transfer of the Economic Copyrights and Contribution License Agreement (hereinafter referred to as the "**Agreement**") is agreed to by **NIIS** (MTÜ Nordic Institute for Interoperability Solutions, Estonian registry code: 80419486), with its registered seat at Hobujaama Str. 4, 10151, Tallinn, Harju County, Estonia, and by the party signing below (hereinafter referred to as the "**Contributor**"),

(Hereinafter also referred to as the "**Party**" or jointly as the "**Parties**"),

#### Taking into account that:

- (i) NIIS is an organization acting in public interest and is located in Tallinn, Republic of Estonia,
- (ii) The aim of NIIS is to ensure the quality, sustainability, cross-border capability of core e-Government infrastructure components; to save resources by the development of digital society solutions and cross-border cooperation.
- (iii) Contributor wants to participate by contributing to the Project (see "Definitions" below) under the given terms and conditions and hereby clearly acknowledges that NIIS operates and manages its projects exclusively under the terms and conditions of its open source licenses,

This Agreement covers and clarifies the transfer and license of various intellectual property rights vested in the contributions that are made by the Contributor to the open source project owned and managed by NIIS.

#### 1 Definitions

- 1.1 „**Code**" means the software code, whether in human-readable or machine-executable form, that is delivered by the Contributor to NIIS under this Agreement.
- 1.2 „**Employer**" means the employer of the Contributor or anyone else for whom the Contributor is acting in making the Submission, e.g. as a contractor, vendor or agent. If the Submission of the Contributor is made in the course of the work for an employer or Contributor's employer has intellectual property rights in the Submission by contract or applicable law, the Contributor must secure permission from the employer to make the Submission before signing this Agreement. In that case, the term "Contributor" in this Agreement will also refer to the Contributor and the employer collectively. If the Contributor changes employers in the future and desires to Submit additional Submissions for the new employer, then the Contributor agrees to sign a new Agreement and secure permission from the new employer, before Submitting the Submissions.
- 1.3 „**Project**" means any project under the GitHub account of NIIS (<https://github.com/nordic-institute/>), or any other account chosen by NIIS, which is owned and managed by NIIS (<https://www.niis.org>), which software is offered under an open source license approved by the Open Source Initiative (OSI) and documentation offered under a Creative Commons license (<https://creativecommons.org/licenses>). At the time of signing of the Agreement the Projects



include following repositories: (i) X-Road Data Exchange Layer; (ii) REST Adapter Service and (iii) XRd4J. Projects may include additional repositories not mentioned in the Agreement.

- 1.4 „**Submit**“ is the electronic, verbal or written act of uploading, submitting, transmitting, or distributing code or other content to the Project, 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, the Project for the purpose of discussing and improving that Project, but excluding communication that is conspicuously or otherwise designated in writing by the Contributor as "Not a Submission".
- 1.5 „**Submission**“ means the Code and/or any other copyrightable material (i.e. original work of authorship), including any modifications or additions to an existing work, that is intentionally submitted by the Contributor to NIIS, including any associated comments and documentation.

## **2 Acceptance of the terms and conditions of this Agreement**

- 2.1 Contributor agrees irrevocably and unconditionally to all the terms and conditions of this Agreement before making any Submission to the Project.
- 2.2 If the Submission of the Contributor is made in the course of the work for an Employer and/or Contributor's Employer has any intellectual property rights in the Submission by contract or applicable law, the Contributor must secure permission from the Employer to make the Submission before signing this Agreement and making any Submission to the Project.

## **3 Representations and warranties given by the Contributor**

- 3.1 Contributor warrants and represents that each of the Submissions is entirely the original work of the Contributor.
- 3.2 Should the Contributor wish to Submit materials that are not the original work of the Contributor, the Contributor may Submit them separately to the Project if the Contributor guarantees at the same time that the author of this work commits to sign with NIIS an agreement on the exact same terms and conditions as the current Agreement.
- 3.3 Contributor represents that the Contributor is legally entitled to transfer the economic copyrights and to grant all the licenses referred to in this Agreement.
- 3.4 Contributor represents that the Contributor has secured permission from its employer to make the Submission in all those cases where such Submission is made in the course of the work for Contributor's Employer or Contributor's Employer has any intellectual property rights in the Submission by contract or applicable law. If the Contributor is signing this Agreement on behalf of the Contributor's Employer, the Contributor represents and warrants that the Contributor has the necessary authority to bind the listed Employer to the obligations contained in this Agreement. The Contributor is not expected to provide support for the Submission, unless the Contributor chooses to do so.
- 3.5 The Contributor agrees to immediately notify NIIS in writing of any facts or circumstances of which the Contributor later becomes aware that would make the representations or warranties given in this Agreement inaccurate in any respect.

## **4 Transfer of Economic Copyrights and License**

- 4.1 By signing this Agreement the Contributor irrevocably **transfers** to NIIS all the **economic copyrights** owned by the Contributor that are vested in the Submission (including, but not limited to, the right of reproduction of the work; distribution right; right of translation of the work; right of alteration of the work; right of collections of works; right of public performance; right of exhibition of the work; right of communication of the work; right of making the work available to the public and right for the physical use and holding of the computer program for commercial purposes).
- 4.2 By signing this Agreement the Contributor grants NIIS a worldwide, exclusive, royalty-free, irrevocable **copyright license to use the moral copyrights of the Contributor** vested in the Submission (including, but not limited to, the right of authorship; right of author's name; right of integrity of the work; right of additions to the work; right of protection of author's honor and reputation; right of disclosure of the work; right of supplementation of the work; right to withdraw



the work; the right to request that the author's name be removed from the work which is being used) and to sublicense any or all of the foregoing rights to third parties. This license has been given for 50 (fifty)-years period. This **copyright license** is an exclusive license. During the entire term of the license NIIS shall be entitled to issue sub-licenses to any third parties, including, but not limited to the recipients of software distributed by NIIS in frame of the Project.

- 4.3 Notwithstanding the foregoing, it is agreed between the Parties that the Contributor shall be entitled to use its own Submission for purposes that are not directly or indirectly in the contradiction with this Agreement.
- 4.4 Contributor grants NIIS a worldwide, exclusive, royalty-free, irrevocable **patent license** under Contributor's possible patent claims (if any such claims should arise) that are necessarily infringed by the Submission or the combination of the Submission with the Project to which it was Submitted to make, have made, use, offer to sell, sell and import or otherwise dispose of the Submission alone or with the Project. This license has been given for 50 (fifty)-years period.

## 5 Miscellaneous

- 5.1 This Agreement covers any and all Submissions that the Contributor now, or in the future, Submits to the Project.
- 5.2 The Contributor agrees that Submissions and any other contributions to the Project and/or information about the Project and contributions may be maintained indefinitely and disclosed publicly, including the name and other information that the Contributor Submits together with the Submission.
- 5.3 This Agreement shall be governed by the laws of the Republic of Estonia. The Parties mutually consent to exclusive jurisdiction in the courts of the Republic of Estonia.
- 5.4 This Agreement forms the entire agreement between the Parties and it supersedes any and all prior agreements, understandings or communications, written or oral, between the Parties relating to the subject matter hereof.
- 5.5 This Agreement may be assigned by NIIS to any third persons.
- 5.6 This Agreement is effective as of the latest signature date below.

**By signing, the Contributor irrevocably and unconditionally accepts and agrees to the terms and conditions of this Agreement on Transfer of Economic Copyright and Contribution Licenses Agreement for the present and future Submissions to NIIS.**

*Please select one of the options below and sign as indicated.*

1) I have sole ownership of intellectual property rights to my Submissions and I am not making any Submissions in the course of work for my Employer.

**Name ("Contributor"):**

**Personal identification code/date of birth:**

E-mail:

Postal address:

GitHub username:

Signature (or electronic signature (Level 1)):

Date:



2) I am making the Submissions in the course of work for my Employer (or my Employer has intellectual property rights in my Submissions by contract or applicable law). I have a written permission from my Employer to make Submissions and enter into this Agreement on behalf of my Employer. By signing below, the defined term "Contributor" covers me and my Employer. The Employer shall also sign this Agreement.

**Name ("Contributor"):**

**Personal identification code/date of birth:**

E-mail:

Postal address:

GitHub username:

Signature (or electronic signature (Level 1)):

Date:

**Company Name:**

**Represented by (name):**

Title:

E-mail:

Postal address:

Signature (or electronic signature (Level 1)):

Date: