

Individual Contributor License Agreement (ICLA) for 5G CN and SPGW-C/U

The OpenAirInterface Software Alliance (OSA)
Individual Contributor License Agreement for 5G CN and SPGW-C/U

<https://www.openairinterface.org>

Thank you for your interest in The OpenAirInterface Software Alliance (the «Alliance»). In order to clarify the intellectual property license granted with Contributions from any person or entity, the Alliance 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 the Alliance and its users; it does not change your rights to use your own Contributions for any other purpose. If you have not already done so, please complete and sign, then email a pdf file of this Agreement to contact (AT) openairinterface (DOT) org. Please read this document carefully before signing and keep a copy for your record. **Note that you only need to sign and submit this document if you intend to CONTRIBUTE CODE to the OAI codebase.**

Full name: _____

(optional) Public name: _____

Mailing Address: _____

Country: _____

Telephone: _____

E-mail: _____

You accept and agree to the following terms and conditions for your present and future Contributions submitted to the Alliance. In return, the Alliance 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 the Alliance and recipients of software distributed by the Alliance, You reserve all right, title, and interest in and to your contributions.

1. Definition

«You» (or «Your») shall mean the copyright owner or legal entity authorized by the copyright owner that is making this Agreement with the Alliance. 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» shall mean any original work of authorship, including any modifications or additions to an existing work, that is intentionally submitted by You to the Alliance for inclusion in, or documentation of, any of the products owned or managed by the Alliance (the «Work»). For the purposes of this definition, «submitted» means any form of electronic, verbal, or written communication sent to the Alliance 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, the Alliance 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 the Alliance and to recipients of software distributed by the Alliance a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute Your Contributions and such derivative works, in source or binary forms.

3. Grant of Patent License

3.1 For study, testing and research purposes only and subject to the terms and conditions of this Agreement, You hereby grant to the Alliance and to recipients of software distributed by the Alliance a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) license to make, have made, use, and transfer (excluding selling) of the Work, where such license applies only to those patent claims licensable by You that are necessarily infringed by Your Contribution(s) alone or by combination of Your Contribution(s) with the Work («Essential Patents») to which such Contribution(s) were submitted. If any entity institutes patent litigation against You or any other entity (including a cross-claim or counterclaim in a lawsuit) alleging that Your Contribution, or the Work to which you have contributed, constitutes direct or contributory patent infringement solely due to study, testing and research of the Work, then any patent licenses granted to that entity under this Agreement for that Contribution or Work shall terminate as of the date such litigation is filed.

3.2 For purposes other than study, testing and research under clause 3.1, and subject to the terms and conditions of this Agreement, You are prepared to grant a license of Your Essential Patents on fair, reasonable and non-discriminatory («FRAND») terms and conditions to any user of Your Contribution or a portion thereof for use of that Contribution or portion thereof in the Work.

3.3 You shall use reasonable endeavours to inform the OpenAirInterface Software Alliance of Essential Patents related to Your Contribution(s) alone or by combination of Your Contribution(s) with the Work in a timely fashion. In particular, by submitting a Contribution, You shall, on a bona fide basis, draw the attention of the OpenAirInterface Software Alliance to any of Your patent(s) related to Your Contribution(s) alone or by combination of Your Contribution(s) with the Work which might be Essential Patents if that Contribution is accepted.

3.4 The obligations pursuant to section 3.3 above do however not imply any obligation on You to conduct patent searches.

4. You agree that the licenses granted under sections 2 and 3.1 of this Agreement may be sublicensed by a licensee of the Collaborative Standards Software License (CSSL) provided that the sublicense is subject to and inclusive of all the terms of and rights under the Collaborative Standards Software License (CSSL) to which the Work is or was distributed by the Alliance.

5. You represent that you are legally entitled to grant the above license. If your employer(s) has rights to intellectual property that you create that includes your Contributions, you represent that you have received permission to make Contributions on behalf of that employer, that your employer has waived such rights for our Contributions to the Alliance, or that your employer has executed a separate Corporate CLA with the Alliance.

6. You represent that each of Your Contributions is Your original creation (see section 7 for submissions on behalf of others). You represent that Your Contribution submissions include complete details of any third-party license or other restriction (including, but not limited to, related patents and trademarks) of which you are personally aware and which are associated with any part of Your Contributions.

7. 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.

8. Should You wish to submit work that is not Your original creation, You may submit it to the Alliance 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]».

9. You agree to notify the Alliance of any facts or circumstances of which you become aware that would make these representations inaccurate in any respect.

Please sign: _____

Date: _____