

Artificial Intelligence for Ground Segment (AI4GS) Community Contributor Agreement

Definitions

- “*You*” shall mean the legal entity or natural person that is making this Agreement with ESA.
- “*ESA*” shall mean the European Space Agency.
- “*Community*” shall mean the AI4GS Community, i.e. all contributors or other natural or legal persons participating in the Community’s Projects. The general governance rules for the Community are available at AI4GS Community Governance <https://AI4GS.space-codev.org/community/governance/>.
- “*Project*” shall mean any project, work or material managed by the Community, in particular the AI4GS Projects <https://gitlab.space-codev.org/AI4GS>.
- “*Collaboration Platform*” shall mean the technical facilities used by the Community to manage and develop Projects, including for example source code repositories, issue tracking systems, discussion forums, mailing lists, etc., including but not limited to the Space CODEV platform hosted at space-codev.org.
- “*Contribution*” shall mean the software (in source code or object code form), documentation or any other original work of authorship, including any modifications or additions to an existing work, that is Submitted by You for inclusion in, or documentation of, the Project.
- “*Submitted*” shall mean any form of electronic, verbal, or written communication sent by You or on Your behalf (e.g. by Your employees or contractors, if any) to ESA or the Community, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems, in particular the Collaboration Platform, that are managed by, or on behalf of, ESA or the Community for Project related purposes, including development, discussion or improvement of the Project.

Copyright License Grant

You hereby grant to ESA the non-exclusive, worldwide, perpetual, irrevocable, no-charge royalty-free, transferable, sub-licensable and otherwise unlimited license to all known and unknown exploitation rights in Your Contributions, including, without limitation, the right to use, reproduce, distribute, communicate to the public, make available, display and perform, modify, translate, adapt, distribute, lend and rent and exercise all economic rights as provided for in Article 2 (3) of the Directive 2009/24/EC of the European Parliament and of the Council of 23 April 2009 on the legal protection of computer programs (“Software Directive”).

The rights and licenses granted under this Agreement shall also comprise, without limitation, derivative works, modifications and corrections of Your Contributions. ESA may distribute, sublicense or otherwise make available Your Contributions or parts thereof, modified or unmodified, in its own discretion to anyone and under any license terms, including Open Source licenses and proprietary licenses.

Any of Your Contributions made available to the public by ESA under any license will also be made available under the terms of the European Space Agency Community License – v2.4 Weak Copyleft.

Patent License Grant

You hereby grant to ESA a non-exclusive, perpetual, irrevocable, worldwide, no-charge, royalty-free, transferable and sub-licensable patent license to make, have made, use, sell, offer to sell, import and otherwise transfer and distribute Your Contributions, in whole or in part, alone or included in the Project, where such license applies only to those patent claims licensable by You that are necessarily infringed by Your Contributions alone or by combination of Your Contributions, in whole or in part, with the Project.

The patent license shall, at a minimum and without limitation, permit a redistribution and use of Your Contributions, alone or included in the Project, under the European Space Agency Community License – v2.4 Weak Copyleft, including a permission to make use of all rights granted under such license.

Warranties

1. You represent and warrant that (a) You can legally grant the rights and licenses set out in this Agreement and (b) Your Contributions do not, and any exercise of the rights granted by You will not, infringe any third party's copyrights, patents or other intellectual property rights.
2. In particular, If You are a natural person and Your employer has rights to intellectual property that includes your Contributions (for example if you created your Contributions in the execution of your duties as an employee), you represent and warrant that you have received permission to make Contributions on behalf of that employer.
3. If You become aware of, or have reason to suspect that, your Contributions or any exercise of the rights granted by You infringe third party intellectual property rights, You shall undertake reasonable efforts to notify ESA about the infringement or alleged infringement.
4. You are solely responsible for compliance with current applicable requirements of national laws. Your Contributions may be subject to export control laws. If You export Your Contributions, e.g. by Submitting Your Contributions, it is Your responsibility to comply with all export control laws. This may include registering Your Contributions with the local authorities.

Miscellaneous

1. Neither ESA nor the Community is obliged to include Your Contribution in the Project nor to make Your Contribution available in the Collaboration Platform.
2. The Collaboration Platform may include facilities to manage user accounts for Yourself, Your employees and contractors. You agree to keep user accounts managed by Yourself up-to-date and in particular represent and warrant that users created or otherwise maintained by You are authorized to Submit Contributions on Your behalf.
3. You acknowledge and agree that Contributions and information about Your Contributions may be maintained indefinitely and disclosed publicly, including Your company name, names of individual contributors and other information that You submit with Your Contribution.

Final Provisions

1. Operation of the Collaboration Platform might be taken over in the future by a new provider (e.g. an organization founded by ESA and the Space industry). In that event ESA may assign and transfer this

Agreement and the rights and licenses granted to ESA hereunder in whole to the new provider. Upon assignment and transfer the new provider takes over the Agreement from ESA and will assume all rights and obligations of ESA arising from this Agreement. ESA will be released from its obligations under this Agreement. You hereby acknowledge and agree to such transfer and assignment.

2. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions of this Agreement shall not be affected. The invalid or unenforceable provision shall be construed and/or reformed to the extent necessary to make it enforceable and valid.
3. This Agreement is governed by the laws of Germany, excluding their rules governing conflicts of laws.
4. Any dispute arising out of this Agreement shall be finally settled in accordance with the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators designated in conformity with those rules. Arbitration proceedings shall take place in Cologne, Germany. The award shall be final and binding on the parties, no appeal shall lie against it. The enforcement of the award shall be governed by the rules of procedure in force in the state/country in which it is to be executed.

(A) Corporate Contributor Agreement (CCA), if applicable

Agreed and accepted: _____

Company name: _____

Company address: _____

Position/Title: _____

[] I am acting on behalf of the above mentioned company. I hereby represent and warrant that I am duly authorized to act on behalf of and legally bind the company.

(B) Individual Contributor Agreement (ICA)

Name: _____

Address: _____

E-Mail: _____

Phone: _____

Date: _____

Signature: _____