



Agreement

gvHIDRA License Agreement

gvHidra Contribution License Agreement



gvHIDRA Contribution License Agreement

Thank you for your interest in the gvHidra open source project, which is managed by the Conselleria de Infraestructuras y Transporte (CIT). The form of assignment below is a document that clarifies the terms under which You, the person listed below, for yourself or on behalf of a company that is owner of rights in the software code described below (the "Contribution") may contribute to the gvHidra project, and which we need for our files.

We appreciate your participation in our project, and your help in improving our products, so we want you to understand what will be done with the Contribution.

In order to clarify the intellectual property rights in relation with contributions of software from any person or entity, the CIT, as guardian of the gvHIDRA code, would like to have a Contributor License Agreement on file that has been signed by that person, indicating agreement to the terms below. This in effect assigns the copyright in the Contribution to gvHIDRA with a license back to you to use it in any way that you please.

This agreement is for your protection as a Contributor of software to the CIT and does not change your right to use your own contributions for any other purpose. It enables us to defend the gvHIDRA code, including your contributions, in the event of any infringement by third parties.

To make a contribution, please print two copies of this document, complete the information below and send one original signed copy by normal mail to the gvHIDRA project at "Servicio de Organización e informática, Conselleria de Infraestructuras y Transporte, Blasco Ibañez 50, 46001, Valencia, Spain" or by fax to +34 963 862 322.

Please read this document carefully before signing and keep the other original for your records. If you have questions about these terms, please contact us at gvhidra@gva.es.

Your details:

Full name: _____

Passport, ID: _____

E-Mail: _____

Address:

(Street, City, State/Province/Country, Postal Code)

Telephone: _____ FAX: _____

If you are acting on behalf of a Company:

Company Name: _____

Company identification details (number):



Agreement

In consideration for the potential acceptance of your Contribution in gvHIDRA and associated gvHIDRA products, you and the CIT agree to the following terms and conditions:

1. "Contributor" or "You" means the person or entity that is copyright owner of the Contributions and is making this Agreement. "Contributions" means all of your past, present and future contributions of object code, source code and documentation to gvHIDRA, including any modifications or additions to an existing work, however submitted to the gvHIDRA project, excluding any submissions that are conspicuously marked or otherwise designated in writing by You as "Not a Contribution."
2. Copyright assignment: You assign all right, title and interest worldwide in copyrights in the Contributions for the full term of their existence to CIT and the CIT shall be able to register this assignment. These rights include without limitation the exclusive rights to use, copy, transform or prepare derivative works of, distribute and/or publicly communicate or make available to third parties the Contributions on any licensing terms, including the GNU Public License v2 or any later version, or any other license determined to be a free software license by the Free Software Foundation ("FSF") or approved as an open source license by the Open Source Initiative ("OSI").
3. License back: At the same time, the CIT grants to you a non-exclusive, irrevocable, worldwide, royalty free, transferable copyright license for the duration of the rights to reproduce, prepare derivative works of, distribute (internally and externally, in object code and, if included in Your Contributions, source code form), use, and/or publicly communicate Your Contributions, with the right to sublicense all of these rights through multiple tiers of sublicensees. The intention of the parties is that this license will be as broad as possible and to provide you with rights as similar as possible to the rights of the owner of the copyright. This license is limited to Your Contributions and does not provide any rights to the CIT or associated gvHIDRA products.
4. Patent assignment: You also grant to the CIT and to recipients of your contributions distributed by the CIT a non-exclusive, perpetual, irrevocable, worldwide, royalty free, transferable license to make, use, sell, offer for sale and import Your Contributions alone or in combination with gvHIDRA products, with the right to sublicense all of these rights through multiple tiers of sublicensees, 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 to which such Contribution(s) was submitted.
5. License: If You have any rights to the Contribution that cannot be assigned as described above including, without limitation, any moral rights or the equivalent thereof,
 1. You agree to waive enforcement world-wide of such rights against the CIT, its officers, directors, shareholders, agents, employees, licensees, or sub- licensees, to the extent permitted by applicable law; and
 2. You hereby grant and agree to grant to the CIT a non-exclusive, irrevocable, fully paid-up, and royalty free license, world-wide and for the duration of the rights, to fully exercise such rights, including rights to sublicense through multiple tiers of sublicenses. These rights are assignable to third parties by the CIT.



6. You are able to grant us these rights. You represent that you are legally entitled to assign the rights and grant the license set forth in previous paragraphs.
 1. If the Contributor is a natural person and is employed and the employer has any copyright, patent or trade secrecy rights to the Contribution, the Contributor represents that (1) s/he has received permission to make the Contributions on behalf of that employer and is legally entitled and empowered by the employer to do so, or (2) that the Contributor's employer has waived such rights for the Contributions or signed a gvHIDRAContributor Agreement.
 2. If the Contributor is a legal entity, the Contributor further represents that each employee of the Corporation designated on Schedule A below (or in a subsequent written modification to that Schedule) is authorised to submit Contributions on behalf of the Corporation. It is the Contributor's responsibility to notify the CIT when any change is required to the list of designated employees authorised to submit Contributions on behalf of the Corporation.
7. The Contributions are your original work. You represent that the Contributions are Your original works of authorship, and to Your knowledge, no other person claims, or has the right to claim, any right in the Contributions or any invention or patent related to the Contributions. You represent that Your Contribution submission(s) include complete details of any license or other restriction (including, but not limited to, related patents, copyrights and trademarks) associated with any part of Your Contribution(s) (including a copy of any applicable license agreement). You agree to notify the CIT of any facts or circumstances of which you become aware that would make your representations in this Agreement inaccurate in any respect.
8. We determine the code that is in our products. You understand that the decision to include the Contribution in any product or source repository is entirely that of the CIT, and this agreement does not guarantee that the Contributions will be included in any product.
9. Except as provided herein, You provide Your Contributions AS IS, WITHOUT WARRANTY OF ANY KIND AND DISCLAIMS THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON- INFRINGEMENT. Similarly, under the license back, Your Contributions are provided AS IS, WITHOUT WARRANTY OF ANY KIND AND THE CIT DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
10. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OF YOUR CONTRIBUTIONS, EVEN IF THE USER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL YOU OR THE CIT HAVE ANY LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY.
11. Personal data. The data provided may be incorporated into a file whose ownership and responsibility for their treatment is held CIT. This data is used for the purpose of developing the gvHIDRA community, and the gvHIDRA partner and client network and managing our relationship with you. It may be published as recognition of your contribution to gvHIDRA in the sourcecode or otherwise, and may be stored on a confidential basis on server in Spain. The signing and sending this document confirms



your consent to record, process and use the data provided. The data will be treated with the necessary security measures to ensure confidentiality and integrity. You have rights of access, modification and cancellation which may be exercised by emailing to gvhidra@gva.com or writing to the CIT at the address above.

12. In the event of invalidity of any provision of this agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this agreement. This is the entire agreement between you and the CIT which supersedes any prior agreement, whether written or oral, relating to the subject matter of this agreement and may be amended only by a writing signed by both parties.

13. This Contributor Agreement and license shall be governed by the laws of Spain and the parties agree to submit any claim, disagreement or dispute (arising in connection with the interpretation, implementation or enforcement of the agreement and license) to the exclusive jurisdiction of the courts of the city of Valencia (Spain), waiving their own jurisdiction.

Signatures:

Contributor:

The CIT

Company (if applicable): _____

Job title (if applicable): _____

Date: _____

Date: _____

Place: _____

Place: _____

(City, State/Province/Country, Postal Code)

Schedule A - [Initial list of designated employees for Corporate Contributors]

Name

ID



Agreement

gvHIDRA License Agreement



Telephone: (+34) 963 862 483

FAX: (+34) 963 862 322

E-mail: gvhidra@gva.es

Web Site: www.gvhidra.org