Samvera Community Intellectual Property Licensing and Ownership

Per the Collaboration and Partnership Memorandum of Understanding of the Hydra Originating Steering Group Members, one of the foundational tenets of the Hydra Project, now the Samvera Community, is to foster a rich, sustainable open source code base.

Section II of the MOU (as amended January 2018) states

II. Intellectual Property Licensing and Ownership
In keeping with the long-term vision of Samvera as a robust and distributed open source product, Samvera Partners and code contributors adopt and are governed by the following principles:

1. Code contributors (“Contributors”) warrant that their work created for the Samvera Community does not infringe on the legal rights of any person or entity, including but not limited to intellectual property rights. This warranty includes ensuring that Contributors have properly addressed any institutional rights of their “home” or employing institutions, and that they have properly treated any third-party software that has been incorporated, including any open source software.
2. The Samvera Steering Group determines at its sole discretion if a Contributor’s code is in scope and appropriate for the Project.
3. All code contributed and accepted to the project will be distributed as open source software, licensed under an Apache 2.0 license (or an appropriate Apache or Open Source Initiative (OSI) approved license sequelae that is designated by the Samvera Steering Group). Contributors must agree to and sign the applicable (individual and/or corporate) licensing agreement before contributing any code.
4. Samvera Community documentation, designs and other written artifacts will also be made available under a Creative Commons or similar license. For the avoidance of doubt, the Samvera name and identity is subject to legal protection and is not subject to use by others except with the permission of the Samvera Steering Group.

All code contributors must have an Individual Contributor License Agreement (iCLA) on file with the Samvera Community Steering Group, a process which is initiated by completing an iCLA and emailing it to legal@samvera.org. If the contributor works for an institution which has rights over materials that they contribute, the institution must also have a Corporate Contributor License Agreement (cCLA) on file; when no such cCLA exists the potential contributor will be asked to initiate the process of obtaining one and be offered any necessary support from Samvera.

Samvera also seeks to have clarity around the Intellectual Property of non-code contributions to the Community. Its CLAs cover these non-code contributions as well as code contributions and CLAs will be required from individuals and institutions offering non-code materials unless these are produced under the auspices of a Samvera Working Group; by joining such a Group members accept that its outputs can be distributed. At the present time the Samvera Steering Group have determined that such materials should be sub-licensed using a Creative Commons Attribution 4.0 International License as permitted under paragraph 2 of the CLA.

- Samvera cCLA
- Samvera iCLA

Note: These documents can be completed using your computer and a digital signature on them is acceptable. If you need guidance on filling or signing them digitally, you can find help for doing so using Acrobat Reader here, or Apple’s Preview software here. A purely typed entry in the signature field is not acceptable.

CLA status page (requires Steering Group login)

Licensed software

- Licensed software acceptance procedure