

FROGANS TECHNOLOGY DEVELOPMENT CONTRIBUTOR POLICY

Published by the OP3FT, the non-profit organization whose purpose is to hold, promote, protect and ensure the progress of the Frogans technology, in the form of an open standard for the Internet, available to all, free of charge.

Adopted on ~~May 11, 2015~~ July 13, 2017 — In force: ~~May 28, 2015~~ July 20, 2017

Purpose of the Policy

1. The OP3FT is a non-profit organization acting in the public interest. The OP3FT's purpose is to hold, promote, protect and ensure the progress of the Frogans technology, in the form of an open standard for the Internet, available to all, free of charge.
2. The Bylaws governing the functioning of the OP3FT are published on the OP3FT's Web site at the following permanent URL (Uniform Resource Locator): <https://www.op3ft.org/en/resources/bylaws/access.html>.
3. The publishing of this Frogans Technology Development Contributor Policy is provided for by the OP3FT Bylaws.
4. The ~~purpose objective~~ of this Policy is to ~~enable present the conditions that~~ any ~~interested party person, who to~~ contributes to the development of the Frogans technology, ~~undertakes to respect.~~ ~~under These~~ conditions ~~intended are necessary~~ to preserve the integrity, stability and free-of-charge use of the Frogans technology, as well as ~~to preserve~~ the perpetual nature of the rights to use ~~it the~~ Frogans technology.
5. This Policy is published on the official Web site of the Frogans technology at the following permanent URL: <https://www.frogans.org/en/resources/ftdcp/access.html>.
6. The official version of this Policy is provided in the English language. The OP3FT can also provide translations in other languages for information purposes.
7. Acceptance of this Policy is required in order to contribute to the development of the Frogans technology.
8. Any contribution to the development of the Frogans technology, in any form, is considered as acceptance of this Policy and the commitments it contains, without restriction or reserve. Therefore, it is essential to carefully read this Policy.

9. Anyone contributing to the development of the Frogans technology is called a "Contributor". A Contributor can be an individual or an organization. A Contributor can be located in any country worldwide.

10. A Contributor must have the legal capacity to enter into a contract, in compliance with the laws of the country in which he is resident or established. For example, if the user is an individual, he must have reached the age of legal majority in his country or he must have parental consent.

11. In order not to restrict the conditions of use of the Frogans technology, each Contributor grants to the OP3FT, free of charge and irrevocably, the properties and rights constituting his contribution.

12. The properties and rights constituting a contribution can be, regardless of their form, intellectual property rights, formalized ideas, software source code, and more generally, all types of tangible or intangible property.

13. Contributions accepted by the OP3FT are assigned to the increase of the OP3FT's endowment. Since the OP3FT's endowment is non-expendable **and inalienable**, these contributions are **inalienable and non-transferable and intangible**.

14. The OP3FT reserves the right to refuse a contribution. For example, the OP3FT shall not accept a contribution if the OP3FT is informed that exploiting this contribution infringes on, or could infringe on, third-party rights, or leads, or could lead, to the OP3FT or to users of the Frogans technology having to pay fees of any kind.

15. In the case of modification of this Policy, only the Policy version in force prevails. The version in force is indicated on the official Web site of the Frogans technology at the following permanent URL: **<https://www.frogans.org/en/resources/ftdcp/access.html>**.

16. The Frogans technology is held by the OP3FT as part of its public-interest mission. Any person intending to use the Frogans technology must comply with a policy **elaborated drawn up** and adopted by the OP3FT. This policy, referred to as the Frogans Technology User Policy, is published on the official Web site of the Frogans technology at the following permanent URL: **<https://www.frogans.org/en/resources/ftup/access.html>**.

17. For the remainder of this document, the terms "you" and "your" refer to a Contributor.

Examples of contributions

18. You can provide your contribution to the OP3FT in a number of ways. For example:

- during the meeting of a working group set up within the OP3FT;
- during a Frogans Technology Conference or a Frogans Technology Workshop;
- by posting a message on a Frogans technology mailing list;
- by sending the OP3FT an email.

19. Your contribution can cover one or more elements of the Frogans technology, such as, for example:

- Contribution to the development of a technical specification
 - Participation in the writing of a technical specification: you participate in the design or drafting of an OP3FT technical specification

- Review of a technical specification before its adoption: you carry out a detailed analysis of an OP3FT technical specification before it is adopted by the OP3FT
- Contribution to the development of a software library
 - Participation in the development of a software library: you participate in the design or programming of an OP3FT software library
 - Participation in the development of a software library wrapper: you participate in the design or programming of an OP3FT software library wrapper
 - Testing of a software library: you design or implement a test program for an OP3FT software library or its wrapper
- Contribution to the development of Frogans Player
 - Participation in the integration or maintenance of a target platform: you participate in an integration or maintenance operation of a target platform in the FPXDE cross-platform development environment
 - Participation in the development of the Frogans Player runtime engine: you participate in the design or programming of the runtime engine of the Frogans Player software
 - Participation in the development of Frogans Player GUIs (Graphical User Interface): you participate in the design or programming of the Frogans Player software GUIs
- Other contributions
 - Participation in the production of a practical resource: you participate in the design, production or translation of a practical resource to be published by the OP3FT
 - Participation in the ~~elaboration~~ drawing up of an OP3FT policy: you participate in the drafting or translation of an OP3FT policy

Assigning the rights on your contribution

20. As a Contributor, you acknowledge and agree that you grant to the OP3FT, free-of-charge and irrevocably, the properties and rights constituting your contribution.

21. In the event that intellectual property rights be recognized on your contribution, you agree to grant to the OP3FT, free-of-charge and irrevocably, and for their entire duration, all the rights to exploit your contribution, including in particular the rights of reproduction, representation, adaptation or distribution, on any media and by any means.

22. As a Contributor, you acknowledge and agree that your contribution may be exploited by the OP3FT for any and all purposes to fulfill its public-interest mission in relation to the Frogans technology.

23. As a Contributor, you acknowledge and agree that you do not have any rights on the Frogans technology, of which the OP3FT remains the one and only holder, and you expressly agree to waive all and any claims to rights on your contribution.

24. As a Contributor, you represent and warrant to the OP3FT that you have all the rights on your contribution, and that your contribution does not violate international laws, public order or third-party rights. You hold the OP3FT harmless from and against all and any legal claims concerning the exploitation of your contribution by the OP3FT.

25. If you contribute in your capacity as the employee of a third party, you represent and warrant to the OP3FT that your employment contract does not prohibit you from contributing to the development of the Frogans technology. You also represent and warrant to the OP3FT that your employer does not withhold any rights on your contribution.

26. If you participate in other projects developed by third-party organizations, you represent and warrant to the OP3FT that your contribution does not breach the rules of these organizations, notably if your contribution is in relation to works or the results of works carried out within these organizations, e.g. as part of a working group.

27. In the case where a Contributor acts in bad faith or with the intention to harm users of the Frogans technology, the OP3FT reserves the right to take legal action against this Contributor, in order to protect the rights and interests of users of the Frogans technology. The OP3FT also reserves the right to terminate the license to use the Frogans technology ~~given~~ granted to this Contributor under the Frogans Technology User Policy.

28. If you have any questions about this Policy, please contact the OP3FT at the following E-mail address: contact-legal (at) op3ft (dot) org.