

Cross License Collaborative Agreement

Version 1.0.0-pre.7

<https://xlcollaborative.com/agreement/1.0.0-pre.7>

Purpose

These terms enable contributors working together on a project covered by copyrights or patents to make collective decisions about licensing their project as a whole.

Acceptance

In order to get any license under these terms, you must apply to become a contributor, be accepted, and agree to these terms. These terms are both strict obligations under an agreement among all contributors and conditions to all the cross licenses they give and receive under that agreement.

Contributors

Qualifications

Only candidates offering contributions of copyrights or patent rights to the project can apply to become contributors.

Application

To apply to become a contributor, a candidate must send the following to an existing contributor:

1. their address for communication
2. their instructions for payment
3. a World Wide Web or other Internet address where contributors can review the first contribution they are offering

Admission

For a candidate to become a contributor, an existing contributor must follow each of these steps, one after another, in order:

1. circulate the candidate's complete application

2. secure majority approval in favor of their application
3. provide the candidate complete copies of all sublicenses still in effect
4. receive and circulate a message from the candidate confirming receipt of, and approving, all sublicenses still in effect
5. circulate a current list of all contributor addresses and payment instructions, including the new contributor's

Resignation

Any contributor may resign at any time by circulating a message of resignation. When a contributor resigns, all cross licenses to that contributor end, but their cross licenses to other contributors, as well as any sublicenses they have given, continue.

Cross Licenses

Copyright

Each contributor gives a cross license covering all copyrights in their contributions to the project to each other contributor.

Patent

Each contributor gives a cross license for the project covering any patent claims they can license or become able to license to each other contributor.

Scope

Each cross license under these terms covers all contributors, past, present, and future, and all contributions submitted to the project, past, present, and future.

Rights

Cross licenses under these terms do not give contributors themselves any special permission for the project, only permission to give sublicenses to others.

Sublicensing

Any contributor may give a sublicense within thirty calendar days of securing majority approval. When soliciting votes for a sublicense, a contributor must circulate:

1. identification of the contributor proposing to give the sublicense
2. an exact copy of all the proposed sublicense terms
3. identification of the recipient or recipients of the sublicense
4. a description of any relationship between those who will receive or benefit from the sublicense and the contributor proposing to give the sublicense
5. an exact copy of all the terms of any agreement that has, will, or could compensate the contributor proposing to give the sublicense for proposing or securing approval for the sublicense

Contributors may give sublicenses to specific recipients, categories of recipients, or the public as a whole. Sublicenses may allow sublicensing in turn. Sublicenses must apply from the time the sublicense is given, or from a time stated in the terms, not retroactively.

Communications

Equal Information

Each contributor is entitled to receive each message sent to any other contributor under these terms.

Circulating Messages

To circulate a message under these terms, a contributor must send the message in the English language to each other contributor, retrying as necessary.

Circulating Notices

Any contributor who receives a notice under the terms of a sublicense must circulate that notice, retrying as necessary.

Addresses

The first two contributors must agree on a global, free or low-cost, high-speed, electronic communication system, such as e-mail, and provide addresses for that system. Later contributors must provide addresses for the same system.

Change of Address

Any contributor may change their address by circulating their new address from their current address. Alternatively, any contributor may change their address by circulating their new address from a different address and securing supermajority approval, without any opposing message from their old address.

Voting

Equal Vote

Each contributor is entitled to cast a single, equal vote on each proposal under these terms.

Majority

For majority approval, a majority of responding contributors must vote in favor.

Supermajority

For supermajority approval, two thirds of responding contributors must vote in favor.

Counting

The contributor soliciting approval counts as a contributor voting in favor.

Deadline

The deadline for approval of any proposal is thirty calendar days from when votes were first solicited.

Securing Approval

To secure an approval, a contributor must solicit votes, then tally votes, and finally report the result.

Soliciting Votes

To solicit votes, a contributor must circulate a single message with all of these details:

1. the identity of the project
2. the complete text of the proposal
3. the voting standard required
4. the date of the deadline

Casting Votes

Contributors may vote by replying to a message soliciting votes using the same communication system. Messages like “I approve.”, “I vote in favor.”, and “Aye” count as votes in favor. Messages like “I oppose.”, “I vote against.”, and “Nay” count as votes against.

Tallying Votes

To tally votes, the contributor who solicited votes must ensure that each vote message is circulated. If the communication system enables forwarding messages verbatim, such as by forwarding e-mail, the contributor must forward vote messages verbatim. If a voting contributor circulates their vote themselves, the contributor soliciting votes need not circulate it again.

Reporting Results

To report a result, the contributor who solicited votes must circulate a single message with all of these details within seven calendar days after the deadline:

1. all the information required to solicit votes
2. copies of all vote messages
3. counts of votes in favor, votes against, and contributors not responding by the deadline
4. whether contributors approved the proposal or not

Payments

Equal Pay

Each contributor is entitled to receive an equal share of license fees, license royalties, and other license-based payments for the project. Any sublicense that entitles any contributor to payment must require payment to the contributor who gave the sublicense to start, or to any successor contributor who secures majority approval to take their place.

Distributing Payments

Any contributor who receives payment under a sublicense must pay other contributors their equal shares of funds received within fourteen calendar days, according to the other contributors' payment instructions, retrying as necessary.

Payment Processing Fees

If a contributor's payment instructions require the distributing contributor to pay a fee, the distributing contributor may reduce the amount of the payment by the amount of the fee, so the distributing contributor does not have to pay any processing fees out of pocket.

Failed Payments

If a contributor does not respond to a payment of their share, the next step depends on the amount of their share.

If the amount is ten percent or less of the payment under the sublicense being distributed, or the payment processing fees would be fifty percent or more of the amount to be paid, then the distributing contributor may keep the amount for themselves.

Otherwise, the distributing contributor must try to pay themselves and other contributors, but not the contributor that is not responding, equal shares of the amount, according to their payment instructions. If those payments fail, the distributing contributor does not have to retry them, but can keep the amounts for themselves.

Payment Instructions

Contributors must provide payment instructions for global, low-cost, high-speed, electronic payment systems.

Change of Payment Instructions

Any contributor may change their payment instructions by circulating new payment instructions from their current address.

Retry

When a communication or payment system fails to deliver a message or payment:

1. The sending contributor must circulate word of the failure and any failure message from the system.
2. The sending contributor must wait forty-eight hours, then try again. If the receiving contributor changed their address or changed their payment instructions since the first try, the sending contributor must use the new address or payment instructions.
3. If the second try also fails, the sending contributor must circulate word of the failure and any failure message from the system. The receiving contributor is then considered to be not responding.

Broken Rules

If any contributor unintentionally breaks a rule of these terms at the expense of another contributor, and the contributor who was wronged circulates a message about the breach, other contributors can keep their cross licenses from the contributor who was wronged if any one or more of them makes the situation right within fourteen calendar days. If the contributor did not get an equal vote, contributors must retake the vote. If the contributor did not get equal pay, contributors must pay what was owed, and if the payment is thirty days or more late, interest at the base rate for the national bank of the country where the contributor lives, compounded monthly. If the contributor did not get equal information, contributors must circulate the message again, and if any vote was taken between when the message was not sent and when the contributor finally received it, contributors must retake that vote.

Changes

Any contributor may change these terms by securing supermajority approval in favor of the change. Changes apply from the time of approval going forward, not retroactively.

No Liability

As far as the law allows, the project comes as is, without any warranty or condition, and no contributor will be liable to any other contributor for any damages related to the use or quality of the project, under any kind of legal claim.

Independence

These terms establish relationships between contributors based entirely on licenses for contributions of copyrights or patents to the project. They do not commit contributors to do any business for profit, and are not intended to create or document any partnership, joint venture, unincorporated association, or other legal entity or legally recognized organization.