

THE FASHION DAO CONTRIBUTOR LICENSING AGREEMENT (TFDCLA) 1.0

Derived from Creative Commons Attribution-ShareAlike 4.0 International License (CC BY-SA 4.0)

This Contributor Licensing Agreement (“**CLA**”) governs the terms under which the copyrighted work, to which it is applied, may be used, reproduced, distributed, and modified. By exercising any of the rights granted by this license, you accept and agree to be bound by its terms and conditions.

1. **Purpose**

The purpose of The Fashion DAO Contributor Licensing Agreement (“**TFDCLA**”) 1.0 is to establish a framework for shared rights of a copyrighted work that is jointly created by multiple individuals or entities. This license aims to provide a clear and transparent process for Licensees and Licensor to use, reproduce, distribute, and modify the work while respecting the rights and responsibilities of all parties involved. The TFDCLA sets out guidelines for accounting and profit sharing, as well as procedures for addressing non-fulfillment of contributions and mandatory project review and completion. The license also outlines attribution and share-alike requirements, as well as copyright and moral rights waivers. This license aims to provide a fair and equitable way for parties to collaborate and benefit from their joint creation, while ensuring that all parties are bound by its terms and conditions.

2. **Definitions**

For the purpose of this CLA, the definitions provided in the CC BY-SA 4.0 license shall apply and can be found at: <https://creativecommons.org/licenses/by-sa/4.0/legalcode>

a. Modified Definitions

- i. "*Licensor*" means the individual(s) or entity(ies), including Co-Licensee(s), who hold Copyright and Similar Rights to the Licensed Material under this Public License.

b. New Definitions

- i. "*Work*" refers to the copyrighted material that is jointly created by multiple individuals or entities under this CLA.
- ii. "*Project Distribution Agreement*" refers to the initial document agreed upon by Co-Licensees before the validity of this license, specifying each contributor's initial ownership proportion and a time limit for the project's completion.
- iii. "*Project Completion Agreement*" refers to the document agreed upon by a majority of Co-Licensees upon the completion of the Work, outlining the final ownership proportions and any other relevant terms.
- iv. "*TFD Core Team Members*" refers to the group of individuals who align with TFD Values and Vision and actively contribute to TFD's mission. These individuals are responsible for overseeing collaborative projects, providing

guidance and support for decision-making processes, and participating in ongoing projects and initiatives that align with TFD's mission, vision, and values. For more information on the specific terms and benefits of TFD Core Team Members, please refer to Exhibit D of the Core Team Member Engagement Agreement.

- v. "*Conflict Resolution Committee*" refers to the committee formed by TFD Core Team Members to address unresolved conflicts or deadlocks among Co-Licensees in the decision-making process.

3. Co-Licensee Rights

- a. The Work is jointly owned by its contributors (Co-Licensees), and their individual contributions cannot be meaningfully separated.
- b. Each Co-Licensee is free to use, share, and adapt the Work for any purpose, including commercially, provided that they comply with the terms and conditions of this license.
- c. Any sale, transfer, or granting of exclusive rights to the Work requires the written consent of a simple majority of Co-Licensees, as determined by a vote conducted through a mutually agreed-upon method among the Co-Licensees.
- d. Prior to the validity of this license, Co-Licensees must agree upon the initial ownership proportion of each contributor, as well as a time limit for the project's completion. For each project, the Project Distribution Agreement must be documented and attached to this corresponding license.
- e. Upon completion of the Work, as determined by a three-quarters supermajority vote of the Co-Licensees, a Project Completion Agreement must be created and agreed upon by a majority of Co-Licensees. However, if a Co-Licensee's final proportion in the Project Completion Agreement is equal to or greater than their initial proportion as specified in the Project Distribution Agreement, their consent is not required. If the required consent to declare the final proportion is not reached within 30 days of the three-quarters supermajority vote to declare the project complete, any Co-Licensee may initiate a motion to default to the Project Distribution Agreement. If an agreement is not reached within 30 days of this motion, the proportion defaults to the initial ownership agreement specified in the Project Distribution Agreement.

4. Accounting and Profit Sharing

- a. Each Co-Licensee is obligated to make an accounting to the other Co-Licensees and share any profits resulting from the licensing or commercial use of the Work, in proportion to their respective contributions to the creation of the Work as determined by the final ownership proportion document.

- b. The Co-Licensees shall agree upon a reasonable method and schedule for accounting and sharing profits.

5. License Grant

- a. Subject to the terms and conditions of this CLA, the Licensor and the Co-Licensee(s), if any, hereby grant You a worldwide, royalty-free, non-sublicensable, non-exclusive, irrevocable license to exercise the Licensed Rights in the Work.
- b. This CLA includes the right for each Co-Licensee to sublicense the Work, subject to the terms and conditions of this license and the co-ownership requirements outlined in Section 2.

6. Attribution

If You Share the Licensed Material (including in modified form), You must:

- a. Retain the following information if provided by the Licensor and Co-Licensee(s) with the Licensed Material: identification of the creator(s) of the Licensed Material, the Co-Licensee(s), and any others designated to receive attribution, in any reasonable manner requested by the Licensor (including by pseudonym if designated);
- b. Retain a copyright notice, a notice referring to the CLA, a notice referring to the disclaimer of warranties, and a URI or hyperlink to the Licensed Material, if reasonably practicable;
- c. Indicate if You modified the Licensed Material and retain an indication of any previous modifications;
- d. Clearly indicate that the Licensed Material is licensed under the CLA, and include the text of, or the URI or hyperlink to, the CLA;
- e. Satisfy these conditions in any reasonable manner based on the medium, means, and context in which You Share the Licensed Material. If the Licensor requests, you must remove any of the information required by Section 6(a)(1) to the extent reasonably practicable.

7. ShareAlike

If You Share Adapted Material, You must:

- a. Apply a Creative Commons license with the same License Elements (Attribution and ShareAlike), this version or later, a BY-SA Compatible License, or the CLA to the Adapted Material;

- b. Include the text of, or the URI or hyperlink to, the Adapter's License you apply. You may satisfy this condition in any reasonable manner based on the medium, means, and context in which You Share Adapted Material;
- c. Do not impose any additional or different terms or conditions on, or apply any Effective Technological Measures to, Adapted Material that restrict the exercise of the rights granted under the Adapter's License you apply.

8. Decision-making Process

This clause establishes the procedures for decision-making related to the Work, including voting procedures, quorum requirements, and the roles and responsibilities of the Co-Licensees.

- a. **Voting Procedures.** Unless otherwise specified in the agreement, decisions shall be made by a majority vote of the Co-Licensees, with voting weight determined by each party's initial agreed-upon ownership proportion as stated in Section 3, part d. Voting can be conducted through a mutually agreed-upon method among the Co-Licensees. For certain decisions, a supermajority ownership vote (e.g., two-thirds or three-quarters majority) may be required as specified in the agreement.
- b. **Quorum Requirements.** For a vote to be valid, participation from Co-Licensees representing at least two-thirds of the total voting weight must be achieved. If the required quorum is not met, the vote shall be rescheduled, and Co-Licensees shall be notified of the new voting date.
- c. **Roles and Responsibilities.** Co-Licensees are expected to participate actively in decision-making processes and contribute to the Work according to the terms and conditions of the agreement. Specific roles and responsibilities may be assigned to individual Co-Licensees based on their expertise, skills, or other factors, as determined by a majority of the total voting weight of Co-Licensees.
- d. **Conflict Resolution.** In the event of a deadlock or if the Co-Licensees are unable to reach a decision on a matter, they shall engage in a collaborative negotiation process to address the issue. This process may include:
 - i. *Open Discussion.* Co-Licensees will participate in open discussions, sharing their viewpoints and concerns, with the aim of reaching a mutual understanding and a collaborative solution.
 - ii. *Facilitator.* If the Co-Licensees agree, they may appoint a neutral third-party facilitator, who is familiar with the values and goals of the Co-Licensees, to guide the negotiation process. The facilitator's role is not to make decisions, but to help the Co-Licensees communicate effectively and work towards a resolution.

- iii. *Decision-making Criteria.* Co-Licensees may establish a set of criteria to guide the decision-making process. This could include factors such as alignment with shared values, feasibility, and potential impact on the Work.
- iv. *Time-bound Negotiation.* Co-Licensees must reach a resolution or set a negotiation time frame within 30 days. If unsuccessful, a proposal may be submitted to TFD Core Team Members for advice, potentially leading to the formation of a Conflict Resolution Committee (the "Committee"). To accept the request, the Committee needs a simple majority vote with a majority quorum. The Committee must convene within 15 days of formation. To approve the measure, the Committee must reach a three-quarters quorum and pass the measure with a two-thirds supermajority vote. If the vote fails or the Committee doesn't address the proposal within 15 days, Co-Licensees may pursue alternative conflict resolution methods, including mediation, alternative dispute resolution, or legal proceedings, as outlined in the CLA's Governing Law and Jurisdiction section.

9. Copyright and Moral Rights

- a. For the avoidance of doubt, where the Work is a musical composition or sound recording, the synchronization of the Work in timed relation with a moving image ("synching") is considered a modification of the Work for the purpose of this CLA. In this context, the Co-Licensees are granted the same rights and responsibilities as the Licensor.
- b. Subject to the above, the Licensor and the Co-Licensee(s) waive, and/or agree not to assert, any of the moral rights that they may have in the Work, to the limited extent necessary to allow You to exercise the Licensed Rights under this CLA.

10. Disclaimer of Warranties and Limitation of Liability

- a. Unless otherwise separately undertaken by the Licensor and the Co-Licensee(s), to the extent possible, they offer the Licensed Material as-is and as-available, and make no representations or warranties of any kind concerning the Licensed Material, whether express, implied, statutory, or other. This includes, without limitation, warranties of title, merchantability, fitness for a particular purpose, non-infringement, absence of latent or other defects, accuracy, or the presence or absence of errors, whether or not known or discoverable.
- b. To the extent possible, in no event will the Licensor and the Co-Licensee(s) be liable to You on any legal theory (including, without limitation, negligence) or otherwise for any direct, special, indirect, incidental, consequential, punitive, exemplary, or other losses, costs, expenses, or damages arising out of this CLA or use of the Licensed Material, even if the Licensor and the Co-Licensee(s) have been advised of the possibility of such losses, costs, expenses, or damages.

11. Addressing Non-fulfillment of Contributions

In cases where a Co-Licensee fails to fulfill their agreed-upon contribution, and the rest of the team wants to degrade or nullify their contribution, but the collective cannot agree on an outcome, the Co-Licensees shall follow the conflict resolution process outlined in section 8(d).

12. Mandatory Project Review and Completion

- a. If a time limit for the project's completion has been specified in the Project Distribution Agreement, and the time limit has expired, any Co-Licensee may raise a motion to initiate a project review.
- b. Within 30 days of the motion, Co-Licensees must review the status of the project and vote on whether the project is complete or requires an extension to the time limit. The decision shall be made by a two-thirds supermajority vote.
- c. If a two-thirds supermajority vote is not reached within the 30-day review period, the project will be considered automatically complete, and the initial Project Distribution Agreement will serve as the final Project Completion Agreement.
- d. In cases where the project is deemed automatically complete, Co-Licensees may still choose to collaborate informally on the project, but any changes made to the Work after this point will not affect the final ownership proportion.

13. Termination

This Public License applies for the term of the Copyright and Similar Rights licensed here. However, if You fail to comply with this Public License, then Your rights under this Public License terminate automatically by the Licensor or any Co-Licensee(s).

14. Distribution of Royalties and Profits

If any royalties or profits arise from the use or distribution of the Licensed Material, You must distribute such royalties or profits among the Licensor and Co-Licensee(s), if any, in a manner agreed upon by all parties involved.

15. Interpretation

- a. For the avoidance of doubt, this CLA does not, and shall not be interpreted to, reduce, limit, restrict, or impose conditions on any use of the Work that could lawfully be made without permission under this CLA. The rights and responsibilities of the Co-Licensees must be accounted for in any interpretation of this CLA.
- b. To the extent possible, if any provision of this CLA is deemed unenforceable, it shall be automatically reformed to the minimum extent necessary to make it enforceable. If the provision cannot be reformed, it shall be severed from this CLA without affecting the enforceability of the remaining terms and conditions.

16. Governing Law and Jurisdiction

- a. This CLA and associated disputes shall be governed by the laws of the jurisdiction hosting the largest ownership proportion of Co-Licensees. If no clear majority exists, Co-Licensees must mutually agree on a jurisdiction. In the absence of consensus, the default jurisdiction will be the country of the first-named Licensor in the Project Distribution Agreement.
- b. Any disputes arising out of or in connection with this CLA shall be subject to the exclusive jurisdiction of the courts of the jurisdiction specified in clause 13.a or, if applicable, the jurisdiction agreed upon by the Co-Licensees.

17. Severability

- a. If any provision of this CLA is deemed unenforceable due to the rights and responsibilities of Co-Licensees, it shall be automatically reformed to the minimum extent necessary to make it enforceable while respecting the rights and responsibilities of the Co-Licensees.
- b. If the provision cannot be reformed, it shall be severed from this CLA without affecting the enforceability of the remaining terms and conditions, and the rights and responsibilities of the Co-Licensees shall remain intact.

18. Entire Agreement

This CLA constitutes the entire agreement between the Co-Licensees relating to the Work and supersedes all prior or contemporaneous oral or written agreements, representations, negotiations, or understandings with respect to the Work. This CLA may only be amended in writing and signed by all Co-Licensees.