



## Open Design License Agreement

Version 0.1

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## Preamble

The Open Source Green Vehicle (OSGV) Project is created to accelerate the commercialization of advanced fuel-saving technologies, without compromising the intellectual property rights of part developers and manufacturers.

Managing intellectual properties in an open-source/open-design manner has always been a challenge. Manufacturing of physical products generally requires huge amounts of capital investment in tooling and logistics.

This spirit of this Open Design License Agreement (“License Agreement”) is to promote open-design methodology by protecting the freedom of the public to examine, distribute and improve product designs, all with the aim to protect public interests while attracting private investments.

The interfaces between public-domain and proprietary components are tightly controlled by this License Agreement, which is necessary to preserve the commercial values of such intellectual properties.

For each interface between two components, (whether mechanical, electrical, hardware/software or machine/human), a **source control, specification control or interface control document** will be generated to define interface requirements. Interface definitions will be released into the **public domain**, via the ownership of OSGV. The private entity who is designing **to** this interface specification is thus not required to release the design details of the proprietary part.

On the other hand, if the design of a proprietary part requires modifications of existing interface specification (therefore, modifying the design of an OSGV part), the private entity is required to unconditionally disclose and assign all rights to the updated interface specification to OSGV.

Furthermore, to incorporate OSGV components into a higher level non-OSGV assembly (e.g. using OSGV components in a proprietary vehicle design), a Production License is required, in addition to this License Agreement, which is out of the scope of this License

Agreement. In such case, the proprietary design of the vehicle must be certified to ensure the purpose of the end-products aligns with the Mission of OSGV. The vehicle design must also be certified to comply with safety regulations (e.g. FMVSS) of the country in which the end-products will be sold and/or used.

Portions of this License Agreement were adapted from the GNU General Public License by Free Software Foundation.

The precise terms and conditions for examination, copying, distribution and modification follow.

## **TERMS AND CONDITIONS FOR EXAMINATION, COPYING, DISTRIBUTION AND MODIFICATION**

### **0. Definitions**

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The Open Source Green Vehicle Project (“**OSGV**”) is a program of the International Humanities Center (collectively known as “**IHC/OSGV**” or “**Licensor**”), a 501(c) public charity based in Los Angeles, California, USA.

**Technical Data** or **Work** refers to any recorded information, regardless of medium or characteristics, of a scientific or technical nature. It may document research, experimental, developmental, or engineering work; or be usable or used to define a design or process or to acquire, support, maintain, or operate materiel. It includes, but not limited to, invention disclosure documents, technical data posted on websites and on electronic forums, specifications, source control drawings, interface specification, design requirements, design documents, drawings, software, firmware, test requirements, test results and engineering memoranda. **Licensed Work** refers to any Work governed by this License Agreement. **Modification** refers to act of examining any Work and deriving new Work based on Licensed Work. It includes any derivative Work under the U.S. copyright, patent and trademark laws, either verbatim or with modifications and/or translated into another language. **Derivative Work** refers to the any new Work created by Modification of Licensed Work or any new Work created based on Licensed Work. **Article of Manufacture** - Within the context of patent law, “article of manufacture” is a broad category of things which includes any device or composition which is made. **Proprietary Work** is Work that a party, or proprietor, exercises private ownership, control or use over an item of property, usually to the

exclusion of other parties. **Intellectual Properties** are defined as copyrights, patents and trademarks within the context of U.S. patent and copyright laws. **Public Domain** is defined as the collection of all non-proprietary intellectual properties. All intellectual properties developed under the charter of and owned by IHC/OSGV are therefore considered public-domain.

The **Mission** of IHC/OSGV is to reduce harmful pollutions generated by automobiles. OSGV will create an open-design vehicle platform to bring more competition to the automotive industry. And, through competition, OSGV accelerates the commercialization of fuel saving technologies. Hence, it reduces the consumption of fossil fuels. Burning fossil fuels is believed by many scientists to be a significant contributing factor to global phenomena such as global warming.

## 1. Terms and Conditions

### 1.1. General

Licensee agrees to review, examine, inspect or obtain Licensed Work only for purposes and to handle such information in accordance with the terms of this License Agreement.

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### 1.2. Development Use Only

This License Agreement specifically prohibits Licensee to:

- a) produce an article of manufacture (as defined by U.S. patent laws) based on the Licensed Work; or,
- b) perform computer simulation, program execution or reverse engineering with the purpose of developing or enhancing a design that conflicts with the Mission of OSGV;

To produce a prototype or production unit based on Licensed Work, the licensee must obtain the “OSGV Production License” respectively, which is out of the scope of this license agreement.

### **1.3. Examination**

The Licensee may examine Licensed Work if and only if all of the following conditions are met:

- a) The intention for the examination of Licensed Work is align with the Mission of OSGV;
- b) Licensee agrees to furnish the Licensor within a reasonable time a copy of any results and findings as a result of the examination for public disclosure;

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- c) Licensee conspicuously and appropriately publish on each copy an appropriate Intellectual Property notice (such as copyright, patent, patent-pending, trademarks, service marks, etc.) and disclaimer of warranty;
- d) All the notices that refer to this License and to the absence of any warranty are kept intact; and,
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- a) Licensee has no conflict of interests with a third party, for example, an employer with whom the Licensee has noncompetitive agreements to not disclose certain trade secrets and/or proprietary information.

Licensee further agrees to indemnify IHC/OSGV for any loss and damages arise from such litigations.

- b) Licensee agrees to unconditionally assign all rights to Licensor any improvements, corrections, test data, ;
- c) Licensee agrees to furnish the Licensor within a reasonable time a copy of the Derivative Work for public disclosure;
- d) Licensee agrees to attach a verbatim copy of the latest revision of this License Agreement to the Derivative Work. The latest revision of this license may be found located at the following URL:  
*[http://www.osgv.org/public\\_license.php](http://www.osgv.org/public_license.php)*
- e) Licensee agrees to attach a notice to Derivative Work with the purpose of extending the terms and conditions of the License Agreement to the Derivative Work.

## 1.6. Safety Critical Parts

FABRICATION, MODIFICATION, COPYING AND DISTRIBUTION OF TECHNICAL DATA OF ANY **SAFETY-CRITICAL** ASSEMBLIES OR PIECE PARTS UNDER THIS LICENSE AGREEMENT WITHOUT PRIOR APPROVAL FROM THE LICENSOR ARE STRICTLY PROHIBITED.

(NOTE: this restriction may be relaxed in future revisions of this License Agreement – probably by mandating a liability waiver attached to the design)

Safety-critical parts include, but not limited to: chassis, brakes, antilock brake system (ABS), traction control, steering, suspension, passive/active safety restraints (e.g. airbags and seatbelt), wheels and tires, windscreens and wipers, and vehicle management computer(s).

Fabrication of safety-critical parts requires a separate “OSGV Production License”, and indemnification of liability by the manufacturer, which is out of the scope of this License Agreement.

## 1.7. NO WARRANTY

THERE IS NO WARRANTY FOR LICENSED WORK, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE INTELLECTUAL PROPERTY OWNER AND/OR OTHER PARTIES PROVIDE LICENSED WORK "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF LICENSED WORK IS WITH YOU. SHOULD

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This Agreement and its validity, construction and effect shall be governed by the laws of State of California.

If any portion of this section is held invalid or unenforceable under any particular circumstance, the balance of the section is intended to apply and the section as a whole is intended to apply in other circumstances.

## **2. END OF TERMS AND CONDITIONS**