



# CWG Sandbox Access Request

(sign, scan and email to [sandbox@configuration-workgroup.com](mailto:sandbox@configuration-workgroup.com))

First Name:		Email:	
Last Name:		Company:	

**Applicability of Policy:** This Policy applies to intellectual property which the participant above contributes to the CWG Sandbox, including but not limited to all data that constitutes SAP Variant Configuration models, jointly referred to as **CWG sandbox contribution**. Only information physically stored on the CWG Sandbox is considered CWG Sandbox contribution and this policy will under no circumstances apply to data, processes, applications or other intellectual property which is external to the sandbox and does not at any point of time reside therein. Also, information already present on the CWG sandbox but not contributed by CWG Sandbox participants, including but not limited to SAP IDES Data and SAP ABAP source code, is NOT considered CWG sandbox contribution and as such is protected by applicable current SAP agreements.

**Intellectual Property:** The participant must have formally applied for the CWG Sandbox access. Subsequent withdrawal from the CWG Sandbox by the participant or termination of the CWG member status by the participant or the CWG will have no effect on the participant's obligations under this Policy. In regards to patented or patent pending intellectual property by other parties, the participant assumes full responsibility for disclosing such information on the CWG sandbox and will hold CWG and eSpline LLC harmless of any legal action arising from such disclosure. In regards to intellectual property other than patented or patent pending intellectual property, but subject to license or other royalty payment by other parties, the participant assumes full responsibility for disclosing such information on the CWG Sandbox and declares that he/she does so under an existing valid license agreement and is not breaking any of its conditions. In all cases, participant will hold CWG and eSpline LLC harmless of any legal action arising from such disclosure. No participant will submit intellectual property that it knows it does not have the right to license as required by this policy or that it knows requires such obligation of payment or other material consideration. By participating in the CWG Sandbox, participants do not grant any licenses or otherwise limit their rights in or to their contributions or any other intellectual property, other than specified by this agreement. For the purposes of this policy, "participant" or "contributor" refers to the individual CWG member participating in the CWG Sandbox.

**Use of CWG Sandbox Contributions:** In connection with each contribution to the CWG Sandbox, the contributor agrees as follows: Copyright: The contributor grants CWG a non-exclusive, perpetual, irrevocable royalty-free license under the contributor's copyright rights in the contribution to reproduce, distribute, perform, display and create derivative works of the contribution. CWG may sublicense its rights as necessary to advance this purpose. The contributor agrees that it will grant to any third party participating in the CWG Sandbox, on royalty-free and otherwise reasonable and non-discriminatory terms, a non-exclusive, non-transferable, world-wide license under any Necessary Claim that reads on such contribution to use, make, have made, import, sell and offer to sell those products that implement the contribution. License terms may include but are not limited to: (i) conditioning the license on a grant of a reciprocal royalty free license to all Necessary Claims owned or controlled by the licensee; (ii) revocation of the license should a suit for patent infringement be brought by licensee against the licensor; and (iii) a requirement that an implementer manifests an intent to accept the terms of the royalty-free license as offered by the licensor within a reasonable period of time. "Necessary Claims" means claims of a patent or patent application that (a) are owned or controlled by the contributor or its majority owned or controlled subsidiaries now or at any future time and (b) are necessarily infringed by implementing the contribution as disclosed with particularity in the CWG Sandbox because there is no non-infringing alternative for implementing the contribution. Necessary Claims do not include any claims (i) that may be contained in the same patent as Necessary Claims but are not themselves Necessary Claims; or (ii) that relate to any enabling technologies (e.g. computers, networks, connectivity protocols, application programs, integrated circuits or the like).

**Confidentiality:** Participants acknowledge that recipients of CWG Sandbox contributions are under no obligation to keep such information confidential. Participant further agrees to abide by any current confidentiality and non-disclosure agreements applicable to information other than CWG contributions present on the CWG sandbox, including but not limited to SAP IDES data and SAP ABAP source code (available upon request from SAP).

**Trademarks:** No trademark licenses are granted in connection with CWG Sandbox participation or contribution.

**Warranties:** Any and all contributions are furnished "AS IS" with respect to this policy. Contributors and participants do not make any warranties, express, implied or statutory, including without limitation any warranty of merchantability or fitness for a particular purpose with respect thereto. Ownership of new intellectual property: to the extent that a CWG Sandbox contribution embodies intellectual property that is not owned in whole or in part by a contributing party or by any other person or entity, then such intellectual property will be owned by CWG. CWG will not charge royalties or any similar fees in connection with the use of CWG Sandbox.

**Participant IP other than contributions:** If a participant in the CWG Sandbox becomes aware that she/he or the company on whose behalf the individual participant is acting owns or controls intellectual property that would, in the opinion of the individual participant, necessarily be infringed in the course of using the CWG Sandbox (excluding intellectual property that has been contributed in accordance with this Policy) then the individual participant must alert the CWG President ([president@configuration-workgroup.com](mailto:president@configuration-workgroup.com)) to this fact. For the purposes of this Section, "awareness" means actual knowledge by an individual participant of both (i) this disclosure obligation, and (ii) specific knowledge of the potential infringement of a particular CWG Sandbox contribution. The CWG President will notify the then-current CWG board members of this claim. With respect to patents or patent applications, failure to comply with this disclosure obligation will result in an obligation by the participant to grant licenses under Necessary Claims as defined in section "Use of CWG Sandbox Contributions" as if such infringing portions were CWG Sandbox contributions made by the participant.

**Mechanism for accepting royalty-bearing IP in extraordinary circumstances:** If a CWG Sandbox participant believes that a potential contribution would significantly advance the efforts of the CWG Sandbox but is unwilling to contribute in accordance with this Policy, the participant may submit to consideration by the CWG board. The CWG Board of Directors can decide by majority vote that the potential contribution is so compelling as to warrant departure from the principle of royalty free contributions as set forth in this Policy, because (i) the Board(s) believes that the offered contribution is unique, compelling and necessary, and (ii) the participant offers the contribution to all CWG users on reasonable and non-discriminatory license terms. Any objects on the CWG Sandbox that include such a royalty-bearing contribution will be clearly labeled accordingly (see below) and description of license terms will be provided on demand. After approval by the CWG board, each participant in the CWG Sandbox is required to explicitly declare copyright ownership of all such royalty-bearing IP submitted to the CWG Sandbox by including a copyright statement at minimum including the © symbol (equivalently "(C)"), their name/company name and email contact information. This statement must be present at every object under such royalty-bearing contribution. If such statement is not included by the participant at any time of the life cycle of any object contributed, the object is considered a CWG Sandbox contribution as defined above.

**I hereby request access to the CWG Sandbox and declare that I comply fully with the requirements of the CWG Sandbox Intellectual Property Policy as stated above.**

Signature: .....

Date: .....