

Revisions for *Drupal Git Contributor Agreement & Repository Usage Policy*

Changes to *Title*

- Drupal Git Repository Usage **policy**

- + Drupal Git **Contributor Agreement & Repository Usage Policy**

Changes to *Body*

- `<h2 id="general">General</h2>`
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- + `<ul class="small">All code that is a derivative work of Drupal (typically PHP code, including but not limited to: core patches, modules, themes, etc) committed to Drupal.org's git repository is licensed as GPLv2 and later (often abbreviated "GPLv2+"). This means that the code is licensed under GPLv2, and there exists an option that allows downstream recipients to re-license the code to be under a later version of GPL.`

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- + `In general, all code downloaded from Drupal.org is distributed as GPLv2+ and includes this license. In some cases, code that is not a derivative work of Drupal may be distributed "in-aggregate" with Drupal code. Any permissively licensed 3rd party code that allows relicensing is automatically relicensed and distributed as GPLv2+.`

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Any third party assets you include must have their provenance, license and source documented in a file included in the project.

The "and later" clause in the Drupal GPLv2+ license allows anyone to distribute a derivative work (i.e. a version of Drupal core, modules, themes) linked to a library under a license compatible with a later version of GPL, such as GPLv3. Distribution of such derivative works is not allowed from Drupal.org.

Drupal Contributions Repository - Terms of service (TOS)

The following terms of service represent the agreement between the Drupal Contributions Repository owners, hereafter the owner, and users of the Drupal Contributions Repository, hereafter the user.

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The following terms of service represent the agreement between the Drupal Contributions Repository owners, hereafter the owner, and users of the Drupal Contributions Repository, hereafter the user.

Acceptance of Terms

The Drupal Contributions repository is a public and free service provided to share various additions to Drupal. A user's use of this repository constitutes full acceptance of and agreement to the TOS; if a user does not accept the TOS, **they are** not granted rights to use the repository and should refrain from accessing the repository.

The owner reserves the right to modify or discontinue, temporarily or permanently any services or the TOS at any time, with or without prior notice to users. The owner is not liable for any damage to any user or other third party that may result **from** any such modification, suspension or discontinuance of the service or of the TOS.

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- <h3 id="registration">Registration Obligations</h3>

- <p>All users are granted unlimited read access to the repository. Write access is granted only to registered users. Each user will receive a password and account upon completion of the registration process and is responsible for maintaining confidentiality thereof and is wholly liable for all activities occurring thereunder.</p>

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+ <h3 id="PII">Personally Identifiable Information (PII) Committed to Repositories</h3>

+ <p>All users acknowledge that some personal identifiable information may be included in code repositories, in particular: names and email addresses associated with commit history. </p>

- <h3 id="content">Content</h3>

<p>All information, data, text, software, music, sound, photographs, graphics, video, messages or any other materials whatsoever (collectively, "content"), whether publicly posted or privately transmitted, are the sole responsibility of the party from which such content originated.</p>

<p>All code submitted to the repository that is a derivative work of Drupal must be GPL v2+ compatible, and will automatically be redistributed as GPLv2+.</p>

<p>Any code that is not GPL v2+ compatible or granted an exception by the LWG should not be added to the repository and when found will be removed.</p>

<p>While Drupal-derivative code submitted to the repository must be GPL v2+ compatible, it may link to or depend on GPL-incompatible works— including but not limited to code, APIs, libraries, and other assets—to be used via manual installation, a dependency resolution tool such as Composer, or similar. However, Drupal.org cannot package or distribute

+ <p>**In accordance with regulations such as GDPR, it is the Drupal Association's position that there is an overriding public interest in the availability of the data included in and associated with commits to our repositories. Because commits to these repositories are decentralized and irrevocable, all users waive the right to be forgotten from repository history, as well as the right to revoke future consent.**</p>

+ <p>**If a user wants to protect their PII in repositories they are encouraged to use a pseudonym and the Drupal.org no-reply email address in their git configuration.**</p>

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these GPL-incompatible works, unless the works are not derivative of each other, and are being distributed "in-aggregate". This is because the GPL permits the **use** of GPL and non-GPL works together, but not the copying, modification, or distribution of works based on incompatible licenses.

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"Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running the Program is not restricted, and the output from the Program is covered only if its contents constitute a work based on the Program (independent of having been made by running the Program). Whether that is true depends on what the Program does."

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Any non-code content—including but not limited to assets like fonts, icons, images, etc—may be submitted to the repository under any license to which the user has the rights. The packaging or distribution of GPL-incompatible non-code assets "in aggregate" with GPL code is explicitly permitted in the final stipulation of <https://www.gnu.org/licenses/old-licenses/gpl-2.0.en.html#SEC3>>Sec 3,

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<p>The repository maintainers can refuse or remove any content at their discretion and without prior notice to the affected party.</p>

<p>The owner is not responsible for the content maintained in the repository. All damages, physical, logical or other resulting from the use or abuse of the repository and its content are the user's sole responsibility. The owner is not liable in any way.</p>

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- <h3 id="termination">Termination</h3>

<p>A user's account may be terminated without warning for reasons that include, but are not limited to:

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- violation of these TOS

violation of the Drupal Code of Conduct

violation of the DrupalCon Code of Conduct or Speaker Agreement

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abuse of site resources or attempt to gain unauthorized entry to the site or site resources

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use of service in a manner inconsistent with the purpose

- abuse of site resources or attempt to gain unauthorized entry to the site or site resources
- use of service in a manner inconsistent with the purpose
- a user's request for such termination
- requirement of applicable law, regulation, court or governing agency order
-
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- <h3 id="disclaimer">Disclaimer</h3>
- <p>All content is provided as is, without any warrant or support. Except when otherwise stated in writing the copyright holders and/or other parties provide content "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 the content is with you. Should the content prove defective, you assume the cost of all necessary servicing, repair or correction.</p>
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- <h3 id="copyrights">Copyrights</h3>
- <p>All content is copyrighted by the author of said content, unless otherwise stated in writing.</p>
- <p>If a user or other third party believes that its Content has been copied in a way that constitutes copyright infringement, that user or third party should provide the repository maintainers with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that has been infringed; (c) a description of where the allegedly infringing material is located on the Website; (d) the affected user or third party's address, telephone number and email

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address; (e) a statement by the affected user or third party that he or she has a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and (f) a statement by the affected user or third party, under penalty of perjury, that the above information is accurate and that such user or third party is the copyright owner or is otherwise authorized to act on the copyright owner's behalf.</p>

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<h3 id="violations">Violations</h3>

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<p>Please report Git repository licensing violations, including alleged copyright infringements, to the Drupal Licencing Working Group issue queue. Report any other matters to abuse@drupal.org.</p>

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