

ODA3 INSTITUTE

LEGAL INSTRUMENT — CONTRIBUTOR LICENCE AGREEMENT

UAIF Contributor Licence Agreement

Combined Individual (ICLA) and Entity (ECLA) Contributor Licence Agreement

UAIF-CLA-002 · Version 1.0 · Approved Execution Form

Classification: Public

Status: Approved execution form — aligned to GEL v1.0 Section 8

Effective date: Date of last signature

Implements GEL v1.0 Section 8 (Contributions)

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Document Control and Metadata

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Title	UAIF Contributor Licence Agreement — Combined ICLA/ECLA
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Evidence tier	Not applicable — legal instrument
Incident provenance	Not applicable
Audience	Prospective individual and entity Contributors to the GAISSF Ecosystem; ODA3 legal and contribution-review staff
Governing law	Republic of India; arbitration seated in New Delhi under the Arbitration and Conciliation Act, 1996
Contact	CONTACT_AT_ODA3_DOT_ORG · oda3.org

IMPORTANT COMMERCIAL-RIGHTS NOTICE

This Agreement grants ODA3 Pvt Ltd broad, perpetual commercial rights in accepted Contributions, including the right to incorporate them into proprietary or commercial materials and to sublicense or transfer those rights. The Contributor retains ownership of its Contribution, but the Contributor's use of GAISSF Ecosystem material — including an accepted Contribution after incorporation — is governed by GEL v1.0 and remains non-commercial unless ODA3 grants separate written commercial rights. If the Contributor wishes to retain commercial-use rights beyond GEL v1.0, it must agree alternative terms with ODA3 before submitting the Contribution.

Agreement Selection

Select one:

- ☐ Individual Contributor (ICLA): the signatory contributes only on the signatory's own behalf and not as part of duties to an employer or another entity.
- ☐ Entity Contributor (ECLA): the signatory executes this Agreement for the entity identified in the signature block and authorises Contributions by the personnel listed or identified under Schedule 1.
- ☐ Individual with employer acknowledgement: the signatory contributes personally, and the employer acknowledgement in Schedule 2 confirms that the employer claims no conflicting rights.

This Contributor Licence Agreement ("Agreement") is entered into between ODA3 Pvt Ltd, an Indian private limited company publishing and operating as ODA3 Institute ("ODA3"), and the individual or legal entity identified in the applicable signature block ("Contributor"). ODA3 and Contributor are each a "Party" and together the "Parties".

1. Purpose and Relationship to GEL v1.0

1.1 This Agreement governs Contributions submitted to the Unified AI Incident Framework ("UAIF") and the wider GAISSE Ecosystem through an Official Contribution Channel.

1.2 This Agreement implements and supplements Section 8 (Contributions) of the GAISSE Ecosystem Licence v1.0 ("GEL v1.0"). It does not replace GEL v1.0 for access to or use of Licensed Material.

1.3 If this Agreement conflicts with GEL v1.0 concerning rights granted by Contributor in a Contribution, this Agreement controls as the specific contributor instrument. GEL v1.0 controls Contributor's use of GAISSE Ecosystem Licensed Material. A separate written commercial agreement signed by ODA3 controls only to the extent it expressly overrides this Agreement or GEL v1.0.

1.4 Submission does not guarantee acceptance, publication, attribution, employment, partnership, compensation, membership, certification status or governance authority.

2. Definitions

2.1 Accepted Contribution means a Contribution that ODA3 expressly accepts or incorporates into any GAISSE Ecosystem material, repository, schema, software, publication, service or product.

2.2 Authorised Personnel means employees, officers, contractors or other individuals whom an Entity Contributor authorises to submit Contributions on its behalf under Schedule 1.

2.3 Contribution means any original work of authorship, code, schema, taxonomy, control, method, text, diagram, data structure, test, example, issue content, documentation, translation, correction, proposal, comment or other material intentionally submitted by or for Contributor to an Official Contribution Channel for possible inclusion in, improvement of, or use with the GAISSE Ecosystem. It includes revisions and derivative versions of the submitted material supplied by Contributor. It excludes material conspicuously marked in writing "Not a Contribution" before or at submission.

2.4 GAISSF Ecosystem means the frameworks, specifications, schemas, software, methodologies, publications, controlled vocabularies, certification and assurance assets, and related materials developed, maintained or designated by ODA3, including GAISSF™, UAIF™ and AI-IRF™.

2.5 Intellectual Property Rights means copyright and related rights, patent rights, database rights, design rights, rights in confidential information, and other proprietary rights recognised by applicable law, but excludes trade marks except as expressly stated.

2.6 Official Contribution Channel means a repository, issue tracker, contribution portal, email address, standards-development workspace or other channel expressly designated by ODA3 for Contributions. Public discussion, social-media messages, sales enquiries and general correspondence are not Official Contribution Channels unless ODA3 expressly states otherwise.

2.7 Submission Date means the date on which ODA3 receives the relevant Contribution through an Official Contribution Channel.

3. Agreement Formation and Covered Contributions

3.1 This Agreement becomes binding on the Effective Date stated in Section 20. It covers Contributions submitted on or after that date by Contributor or, for an Entity Contributor, by Authorised Personnel acting within their authority.

3.2 The Parties may expressly agree in Schedule 3 that identified earlier Contributions are covered. No earlier submission is retroactively covered merely because this Agreement is later signed.

3.3 Each Contribution SHALL identify Contributor through the account, email, commit signature, submission record or other method required by the Official Contribution Channel.

3.4 Contributor may mark a submission “Not a Contribution” only before or at submission. A later unilateral designation does not withdraw rights already granted.

3.5 ODA3 may reject, quarantine, redact, modify or remove a Contribution at its discretion. Rejection does not create a duty to return or preserve submitted copies, subject to applicable law and ODA3's retention obligations.

4. Copyright and Related-Rights Licence Grant

4.1 For each Contribution, Contributor grants ODA3, effective on the Submission Date, a perpetual, worldwide, irrevocable, non-exclusive, royalty-free, fully paid-up, transferable and sublicensable licence under all copyright and related rights controlled by Contributor to:

- a. use, reproduce, host, store, archive, publish, display, perform and communicate the Contribution;
- b. edit, annotate, translate, adapt, arrange, correct, combine, excerpt, reformat and create derivative works from the Contribution;
- c. distribute, make available, import, export, market, license, sublicense, sell and otherwise commercialise the Contribution and derivative works in any media or format, whether existing now or developed later;

- d. incorporate the Contribution into public, source-available, controlled, proprietary or commercial frameworks, specifications, schemas, software, datasets, training and certification materials, assessments, products and services;
- e. exercise the licence directly or through affiliates, successors, assignees, contractors, distributors, certification bodies, partners, customers and other third parties; and
- f. enforce, defend and register rights in collective works and derivative works created by or for ODA3, without claiming ownership of Contributor's pre-existing underlying Contribution.

4.2 The licence includes the right to license different versions or embodiments under GEL v1.0, successor ecosystem terms, commercial licences, proprietary terms, open or source-available terms, or other terms selected by ODA3.

4.3 ODA3 owes no royalty, fee, accounting or other compensation for exercise of the granted rights unless a separate written agreement signed by ODA3 expressly provides otherwise.

4.4 The rights granted in a Contribution are not conditioned on acceptance, continued publication, attribution, maintenance of a particular licence, or Contributor's continuing participation.

ADDED FOR GEL v1.0 COMPATIBILITY — SECTION 8.1 SCOPE LIMITATION

4.5 Scope limitation. ODA3's exercise of the rights granted in this Section 4 is limited to use of the Contribution in connection with the GAISSE Ecosystem, including certification, advisory, training and research services reasonably related to the GAISSE Ecosystem. This licence does not extend to use of the Contribution in any product or service unrelated to the GAISSE Ecosystem. This clause implements GEL v1.0 Section 8.1 (CLA Scope Limitation) and controls over Section 4.1(c)–(d) to the extent of any conflict.

5. Patent Licence

5.1 To the extent Contributor controls patent claims that would necessarily be infringed by ODA3's or its sublicensees' authorised exercise of the copyright licence in Section 4 with respect to the Contribution alone or as submitted in combination with the material to which it was contributed, Contributor grants ODA3 a perpetual, worldwide, irrevocable, non-exclusive, royalty-free, fully paid-up, transferable and sublicensable licence to make, have made, use, offer to sell, sell, import and otherwise exploit the Contribution.

5.2 The patent licence does not extend to claims infringed only because of a later modification or combination not contemplated by the Contribution as submitted, except to the extent the claim would also be infringed by the unmodified Contribution.

5.3 If Contributor or an Entity Contributor initiates patent litigation alleging that an Accepted Contribution, as accepted, infringes a patent controlled by Contributor, the patent licence granted by that Contributor for the asserted patent terminates when the proceeding is filed. The copyright licence and all sublicences already granted remain unaffected. This clause does not restrict good-faith defence, counterclaims or challenges to patent validity where prohibited from restriction by law.

6. Moral Rights, Database Rights and Similar Rights

6.1 To the maximum extent permitted by law, Contributor waives and agrees not to assert moral rights, droit moral, integrity rights, attribution rights and similar rights in connection with ODA3's authorised exercise of this Agreement.

6.2 Where a waiver is not legally effective, Contributor irrevocably consents to the acts permitted by this Agreement and agrees not to enforce those rights against ODA3 or its licensees, sublicensees, successors or users.

6.3 Contributor grants equivalent rights under any database, design, mask-work or similar proprietary right controlled by Contributor that is necessary to exercise Sections 4 and 5.

7. Ownership Retained; Contributor's Own Use

7.1 Contributor retains ownership of Contributor's underlying Contribution, subject to the rights granted in this Agreement and any third-party rights.

7.2 ODA3 owns its pre-existing material and the selection, coordination, arrangement, modifications, collective works and derivative material created by or for ODA3, subject to Contributor's ownership of the underlying Contribution.

7.3 This Agreement does not grant Contributor any ownership interest in the GAISSEF Ecosystem or any right to control publication, licensing, versioning, certification, conformance, governance or enforcement.

7.4 Contributor's use of GAISSEF Ecosystem Licensed Material, including an Accepted Contribution after incorporation into that material, is governed by GEL v1.0. Unless ODA3 grants separate written commercial rights, Contributor's rights remain non-commercial as stated in GEL v1.0 Section 8.

7.5 Contributor retains the right to use the standalone underlying Contribution to the extent Contributor owns it and that use does not reproduce, depend on, disclose or misappropriate ODA3 material or third-party material and does not violate GEL v1.0, confidentiality, trade mark or other applicable obligations. For clarity, Section 7.5 does not create a commercial licence to any GAISSEF Ecosystem material.

8. Contributor Representations and Warranties

Contributor represents and warrants, each time it submits a Contribution, that:

- 8.1 it has legal capacity and full authority to enter into this Agreement and grant the stated rights;
- 8.2 it owns the Contribution or has secured all permissions necessary to grant the stated rights;
- 8.3 the Contribution is original to Contributor except for third-party material specifically disclosed under Section 9;
- 8.4 the Contribution does not knowingly infringe, misappropriate or violate any third-party Intellectual Property Right, privacy right, publicity right, contractual duty, employment duty, court order or law;

- 8.5 submission does not breach any obligation of confidentiality, official secrecy, professional secrecy, fiduciary duty, procurement restriction, export control, security classification or restriction on government or employer information;
- 8.6 the Contribution does not contain malicious code, hidden payloads, undisclosed credentials, access tokens, security keys or intentionally deceptive technical content;
- 8.7 factual claims and citations supplied as verified are not knowingly false or materially misleading;
- 8.8 it has disclosed any actual conflict of interest reasonably relevant to ODA3's evaluation of the Contribution; and
- 8.9 where Contributor is an entity, its signatory and Authorised Personnel have the authority described in Sections 11 and 12.

Contributor SHALL promptly notify ODA3 if any representation becomes inaccurate.

9. Third-Party Material and Provenance

9.1 Contributor SHALL identify all third-party material included in or required by a Contribution and provide its source, author, applicable licence, notices and any restrictions.

9.2 Contributor SHALL NOT submit material governed by terms that would require ODA3 or any GAISSF Ecosystem material to be licensed, disclosed, distributed or made available under specified reciprocal, copyleft, share-alike, source-disclosure or field-of-use terms unless ODA3 expressly approves those terms in writing before submission.

9.3 Contributor SHALL NOT remove or falsify copyright, patent, attribution, provenance or licence notices.

9.4 ODA3 may require a software bill of materials, citation record, data provenance statement, model-use disclosure or other evidence of rights.

10. Personal Data, Confidential Information and Restricted Material

10.1 Contributor SHALL NOT submit personal data, personally identifiable information, protected health information, payment-card data, authentication data, biometric data, unredacted incident records, third-party confidential information or classified/restricted material unless ODA3 has expressly authorised the specific transfer in writing and approved the contribution channel and safeguards.

10.2 Contributor acknowledges that ODA3 may process Contributor contact, identity, affiliation, signature, submission and audit information to administer contributions, verify authority, protect legal rights, maintain provenance and comply with law. ODA3 SHALL process such information under its applicable privacy notice and legal obligations, including the Digital Personal Data Protection Act, 2023 where applicable.

10.3 A Contribution is not confidential merely because Contributor labels it confidential. No confidentiality obligation arises unless ODA3 signs a separate written confidentiality agreement covering the specific disclosure.

10.4 ODA3 may reject, quarantine, restrict, redact, securely delete or permanently remove material that appears to violate this Section and may preserve evidence where reasonably necessary for security, legal or compliance purposes.

10.5 Contributor SHALL promptly cooperate with containment, rights verification, notification and remediation relating to improperly submitted material.

11. Individual Contributor Terms

11.1 An Individual Contributor confirms that the Contributions are made personally and are not works owned by an employer, client, government body, academic institution or other entity.

11.2 If a Contribution relates to Contributor's employment, contracted duties, funded research or official role, Contributor SHALL obtain and provide any required employer or entity authorisation before submission. Schedule 2 may be used for acknowledgement.

11.3 Contributor SHALL notify ODA3 before submitting further Contributions if Contributor's employment or authority changes in a manner that may affect ownership or authority.

12. Entity Contributor Terms

12.1 An Entity Contributor represents that the signatory has authority to bind the entity and that the entity has authority to grant rights in Contributions submitted by its Authorised Personnel.

12.2 The Entity Contributor SHALL identify Authorised Personnel through Schedule 1 or an ODA3-approved written or electronic roster linked to this Agreement.

12.3 The Entity Contributor SHALL ensure Authorised Personnel are informed of, legally bound by, and act within this Agreement and the scope of their authority. The Entity Contributor is responsible for Contributions submitted on its behalf.

12.4 The Entity Contributor SHALL promptly notify ODA3 when Authorised Personnel are added, removed or restricted. Removal affects only future submissions and does not revoke rights in earlier Contributions.

12.5 The Entity Contributor SHALL maintain records sufficient to demonstrate employment/engagement, authorship, authority and ownership for each Contribution and provide reasonable evidence on request.

12.6 If an individual submits outside the scope of entity authority, that individual must execute an ICLA before ODA3 is required to treat the submission as an authorised Contribution.

13. Review, Acceptance, Attribution and Stewardship

13.1 ODA3 has sole discretion to review, test, accept, reject, defer, modify, combine, publish, unpublish or remove a Contribution.

REVISED FOR GEL v1.0 COMPATIBILITY — SECTION 8.2 ATTRIBUTION COMMITMENT

13.2 ODA3 SHALL maintain a public Contributors register through its official publication channels, acknowledging each individual or organisation whose substantive Contribution is incorporated into a published version of the GAISSF Ecosystem, unless Contributor requests anonymity in writing at the time of contribution. Minor editorial corrections, typo fixes or formatting changes are not substantive Contributions for this purpose. ODA3 SHALL use reasonable efforts to maintain the register, subject to its operational capabilities and applicable data-protection obligations. The order, format and presentation of entries in the Contributors register are at ODA3's discretion, subject to non-waivable law. Inclusion in the Contributors register does not imply endorsement, certification, employment, partnership or any other formal relationship with ODA3. Contributor SHALL provide accurate preferred attribution and affiliation information.

13.3 ODA3 has no obligation to maintain compatibility, preserve Contributor's wording, publish a rationale, accept future submissions or provide support.

13.4 ODA3 retains exclusive stewardship of authoritative GAISSF Ecosystem versions and exclusive authority over official conformance, certification, accreditation, audit, marks and programme governance.

14. Trade Marks, Names and Publicity

14.1 No trade mark, trade name, logo, certification mark, domain name, endorsement, publicity or branding right is granted to Contributor.

14.2 Contributor SHALL NOT state or imply that Contributor, a Contribution, an implementation or any product is certified, compliant, approved, endorsed, authorised or official unless ODA3 has expressly authorised the specific claim in writing.

14.3 Factual statements permitted by GEL v1.0 — such as that material “maps to” or “implements” a specified published provision — remain subject to GEL v1.0 and shall not imply endorsement or certification.

14.4 ODA3 may identify Contributor's name and affiliation in contribution records and acknowledgements, but SHALL obtain separate permission before using Contributor's name or logo in promotional endorsements.

15. No Obligation, Support or Partnership

15.1 Contributions are provided without a duty on ODA3 to accept, use, maintain, commercialise or support them.

15.2 Except for the express representations in this Agreement, Contributions are provided “as is”, without warranties from Contributor regarding merchantability, fitness for a particular purpose or operational outcome.

15.3 This Agreement does not create employment, agency, partnership, joint venture, fiduciary duty, franchise, standards-body membership or authority for either Party to bind the other.

16. Term, Withdrawal and Survival

16.1 This Agreement starts on the Effective Date and continues until terminated by either Party on written notice.

16.2 Termination affects only Contributions first submitted after the effective termination date. Contributor cannot withdraw or revoke rights granted in Contributions submitted before termination.

16.3 At Contributor's written request, ODA3 may stop using a Contribution prospectively, but is not required to do so and need not recall publications, products, licences, sublicences, certifications, assessments, archives or derivative works.

16.4 Sections 1.3, 3.2–3.5, 4–10, 12.3–12.6, 13–20 and all rights and obligations that by nature should survive remain effective for Contributions submitted before termination.

ADDED FOR GEL v1.0 COMPATIBILITY — SECTION 8.3 SURVIVAL

16.5 The rights granted to ODA3 under this Agreement survive termination of Contributor's own licensee rights under GEL v1.0 Section 7 (Term, Termination and Cure). Termination of Contributor's GEL v1.0 licensee rights — including for unauthorised Commercial Use — does not withdraw, limit or affect the rights granted to ODA3 in Contributions submitted under this Agreement.

17. Indemnity and Remedies

17.1 Contributor SHALL defend, indemnify and hold harmless ODA3, its affiliates and their officers, employees and agents from third-party claims, damages, liabilities, costs and reasonable legal fees arising from Contributor's material breach of Sections 8, 9, 10, 11 or 12, except to the extent caused by ODA3's modification or use outside the rights granted by this Agreement.

17.2 ODA3 SHALL give reasonably prompt notice of a covered claim and reasonable cooperation at Contributor's expense. Contributor shall not settle a claim in a manner that admits fault by, imposes non-monetary obligations on, or restricts ODA3 without ODA3's prior written consent.

17.3 A breach involving confidential information, personal data, security material, Intellectual Property Rights or misuse of ODA3 marks may cause irreparable harm. Either Party may seek appropriate interim or injunctive relief.

18. Governing Law and Dispute Resolution

18.1 This Agreement is governed by the laws of the Republic of India, without regard to conflict-of-law rules.

18.2 The Parties shall first attempt to resolve a dispute through good-faith negotiation for at least 30 days after written notice describing the dispute.

18.3 An unresolved dispute shall be finally resolved by binding arbitration under the Arbitration and Conciliation Act, 1996 (India), as amended, by a sole arbitrator mutually appointed by the Parties. If the Parties do not agree within 15 days after a written request for arbitration, the arbitrator shall be

appointed in accordance with the rules of the Delhi International Arbitration Centre (“DIAC”). The DIAC Rules in force when arbitration begins govern the proceeding.

18.4 The seat and venue of arbitration are New Delhi, India. The language is English. The award is final and binding.

18.5 Either Party may seek interim or injunctive relief from a court of competent jurisdiction without waiving arbitration. Courts at New Delhi have jurisdiction for permitted court proceedings.

19. General Provisions

19.1 Notices. Legal notices SHALL be sent by email to the addresses in the signature blocks, with ODA3 notices copied to CONTACT_AT_ODA3_DOT_ORG, or to an updated address notified in writing. Notice is effective when delivery is confirmed or, absent a delivery failure, one business day after transmission.

19.2 Assignment. Contributor may not assign or transfer this Agreement or any obligation without ODA3's prior written consent. ODA3 may assign, transfer or novate this Agreement and the granted rights to an affiliate, successor, acquirer of relevant assets, or entity resulting from merger, restructuring or re-domiciliation. Any permitted assignee is bound by the applicable obligations.

19.3 Entire agreement. This Agreement, its completed schedules, GEL v1.0 provisions incorporated by reference, and any expressly applicable signed commercial agreement form the entire agreement concerning Contributions and supersede earlier contributor summaries, proposals or understandings on that subject.

19.4 Amendment and waiver. An amendment or waiver is effective only in writing and signed by authorised representatives of both Parties. Failure to enforce a provision is not a waiver.

19.5 Severability. If a provision is invalid or unenforceable, it shall be modified to the minimum extent necessary or severed, and the remainder continues in effect.

19.6 No third-party beneficiaries. Except for ODA3 affiliates, successors, assignees, sublicensees and indemnified persons where expressly stated, this Agreement creates no third-party beneficiary rights.

19.7 Order of precedence. A signed contribution-specific rider prevails over this Agreement only where it identifies the provision it overrides. This Agreement then prevails over GEL v1.0 for the licence granted by Contributor. GEL v1.0 governs Contributor's use of Licensed Material.

19.8 Counterparts and electronic signatures. This Agreement may be executed in counterparts. Electronic signatures, verified click-through execution, and digitally signed or scanned copies are deemed originals and are enforceable to the fullest extent permitted by law.

19.9 Headings and interpretation. Headings are for convenience. “Including” means “including without limitation”. Singular includes plural. A reference to law includes amendments and replacements.

20. Execution

20.1 Individual Contributor Signature (ICLA)

Complete if the Contributor is an individual.

Field	Details
Full legal name	
Preferred public attribution	
Email for legal notices	
Address	
Country of residence	
Employer / affiliation (if any)	
Official contribution account(s)	
Signature	
Date	

By signing, the Individual Contributor confirms selection of the ICLA option and agrees to this Agreement.

20.2 Entity Contributor Signature (ECLA)

Complete if the Contributor is a legal entity.

Field	Details
Full legal entity name	
Registration / identification number	
Jurisdiction of incorporation	
Registered address	
Legal-notice email	
Authorised signatory name	
Title / authority	
Signature	

Field	Details
Date	

By signing, the signatory represents authority to bind the Entity Contributor and confirms selection of the ECLA option.

20.3 ODA3 Acceptance

Field	Details
ODA3 Pvt Ltd, published as ODA3 Institute	
Authorised representative	
Title	
Agreement / contributor ID	
Signature	
Date accepted (Effective Date)	

Schedule 1 — Entity Authorised Personnel

The Entity Contributor may attach an ODA3-approved electronic roster. Each update SHALL reference this Agreement and be submitted by the Entity Contributor's authorised administrator.

Full legal name	Work email	Contribution account	Role / scope	Effective from	Effective to / removed

Entity roster administrator: _____

Administrator email: _____

Schedule 2 — Employer Acknowledgement for an Individual Contributor

The undersigned employer/entity acknowledges that the Individual Contributor identified below may submit Contributions in a personal capacity; confirms, to the best of its authority, that it claims no

ownership or other rights that conflict with the grants in this Agreement for those Contributions; and does not itself become a Contributor or grant rights in its own material by signing this acknowledgement.

Field	Details
Individual Contributor	
Employer / entity legal name	
Authorised representative	
Title / authority	
Scope or limitations (if any)	
Signature	
Date	

Schedule 3 — Identified Earlier Contributions (Optional)

Only Contributions expressly listed below are retroactively covered.

Repository / channel	Contribution identifier / link	Original submission date	Contributor	ODA3 confirmation

Schedule 4 — Notably Absent

This Agreement does not:

- transfer ownership of Contributor's underlying Contribution to ODA3;
- grant Contributor commercial rights in GAISSE Ecosystem material;
- grant trade mark, certification, accreditation, audit, conformance, governance or stewardship authority;
- guarantee acceptance, publication, attribution, compensation or continuing availability;
- authorise submission of personal, health, payment, confidential, classified or third-party restricted information;
- make ODA3 a standards body, employer, partner or agent of Contributor;
- certify that a Contribution is accurate, secure, non-infringing, compliant or fit for a regulatory purpose;

- retroactively cover earlier Contributions unless Schedule 3 identifies them; or
- override a separate written commercial agreement except where that agreement expressly says so.

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