



## Contributors License Agreement

Thank you for your interest in contributing to the OpenELIS project under the OpenELIS Foundation

In order to clarify the intellectual property license granted with Contributions from any person or entity, the OpenELIS Project must have a Contributor License Agreement ("CLA") on file that has been signed by each Contributor, indicating agreement to the license terms below.

This license is for your protection as a Contributor as well as the protection of the Project and users of its products; it does not change your rights to use your own Contributions for any other purpose.

If you have not already done so, please complete, sign and e-mail or scan a copy of this Agreement to Gary Jones, OpenELIS Foundation. The Agreement will then be countersigned and one copy returned to you for your records.

Full name: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

\_\_\_\_\_ Facsimile: \_\_\_\_\_

\_\_\_\_\_ Country: \_\_\_\_\_

You accept and agree to the following terms and conditions for Your present and future Contributions submitted to the OpenELIS Project. In return, the OpenELIS Foundation shall not use your Contributions in a way that is contrary to the public benefit or inconsistent with its nonprofit status and bylaws in effect at the time of the Contribution. Except for the license granted herein to the Foundation and recipients of software distributed by the Foundation, You reserve all right, title, and interest in and to Your Contributions.

### 1. Definitions.

"You" (or "Your") shall mean the copyright owner or legal entity authorized by the copyright owner that is making this Agreement with the Foundation. For legal entities, the entity making a Contribution and all other entities that control, are controlled by, or are under common control with that entity are considered to be a single Contributor.

For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"Contribution" shall mean any original work of authorship, including any modifications or additions to an existing work, that is intentionally submitted by You to the Foundation for inclusion in, or documentation of, any of the products owned or managed by the Foundation (the "Work"). For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to the Foundation or its representatives, including but not limited to communication on electronic

mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Foundation for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by You as "Not a Contribution."

"Parties" shall mean The Foundation and You.

2. Grant of Copyright License. Subject to the terms and conditions of this Agreement, You hereby grant to the Foundation and to recipients of software distributed by the Foundation a perpetual, worldwide, non-exclusive, royalty-free, irrevocable copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute Your Contributions and such derivative works.

3. Grant of License. Subject to the terms and conditions of this Agreement, You hereby grant to the Foundation and to recipients of software distributed by the Foundation a perpetual, worldwide, non-exclusive, royalty-free, irrevocable (except as stated in this section) license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work. If any third-party organization institutes patent litigation against You or any other entity (including a cross-claim or counterclaim in a lawsuit) alleging that your Contribution, or the Work to which you have contributed, constitutes direct or contributory patent infringement, then You shall inform the Foundation within 5 working days of notice of such patent litigation in order for the Foundation to take all appropriate action it deems necessary in relation to such patent litigation.

4. You represent that you are legally entitled to grant the above license. If your employer(s) has rights to intellectual property that you create that includes your Contributions, you represent that you have received permission to make Contributions on behalf of that employer, that your employer has waived such rights for your Contributions to the Foundation, or that your employer has executed a separate Corporate CLA with the Foundation.

5. You represent that each of Your Contributions is Your original creation (see section 6 for submissions on behalf of others). You represent that Your Contribution submissions include complete details of any third-party license or other restriction (including, but not limited to, related patents and trademarks) of which you are personally aware and which are associated with any part of Your Contributions.

6. Should You wish to submit work that is not Your original creation, You may submit it to the Foundation separately from any Contribution, identifying the complete details of its source and of any license or other restriction (including, but not limited to, related patents, trademarks, and license agreements) of which you are personally aware, and conspicuously marking the work as "Submitted on behalf of a third-party: Third Party Name \_\_\_\_\_"

7. You agree to notify the Foundation of any facts or circumstances of which you become aware that would make these representations inaccurate in any respect.

8. Dispute Resolution. The Parties shall attempt in good faith to negotiate a settlement to any dispute arising between them out of or in connection with this Agreement within 30 business days of the dispute arising.

Unless otherwise agreed, all negotiations connected with the dispute and any settlement shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.

If the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by both the Corporation and the Foundation.

If the Parties fail to reach agreement within 60 Business Days of the initiation of the mediation, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the courts

9. General.

a) For the purposes of clarity this Agreement constitutes a contract for the grant of license and not a contract of employment.

b) No waiver by either party of any of its rights under this Agreement shall release the other party from full performance of its other obligations stated herein.

c) Nothing in this Agreement shall be deemed to constitute, evidence or comprise a partnership between the parties or to constitute either party the agent of the other.

d) Neither party may assign its rights under this Agreement in whole or in part to any person, firm or company without the prior written agreement of the other party.

e) No amendment, waiver, or variation, of this Agreement, whether in whole or in part, shall be binding on the parties unless set out in writing and signed by or on behalf of the parties by their duly authorised representatives.

f) If any provision of this Agreement is held by a competent authority to be illegal, invalid, or unenforceable, whether in whole or in part, the validity of the remainder of the relevant provision and the remaining provisions shall not be affected or prejudiced.

g) Each party shall, at its own cost and expense, from time to time do or procure the execution of all documents as may be reasonably necessary in order to give effect to the provisions of this Agreement.

Signed on behalf of:	Signed on behalf of The Foundation
Name: _____	Name: _____
Signature: _____	Signature: _____
Title: _____	Title: _____
Date: _____	Date: _____