**Project Assignment Master Agreement**

This Project Assignment Master Agreement (**“Agreement”**) is agreed to by [Entity Name] (**“Contributor”**) and the .NET Foundation (**“.NET Foundation”**). This Agreement prescribes the terms under which Contributor shall assign and .NET Foundation shall accept assignment of Contributor’s open source project(s). This Agreement is effective as of March 31, 2014 (**“Effective Date”**). Following the Effective Date, Contributor and .NET Foundation may agree to transfer Projects under the terms of this Agreement by completing and executing a Project Assignment Addendum in the form attached hereto (“**Project Assignment**”) for each transferred Project.

**1. Definitions.**

**“Code”** means the computer software code, whether in human-readable or machine-executable form, that is delivered by Contributor to .NET Foundation under this Agreement.

**“Project”** means the project(s) owned or managed by Contributor that is assigned to the .NET Foundation hereunder by the Contributor and .NET Foundation executing a Project Assignment.

**“Submit”** is the act of uploading, submitting, transmitting, or distributing code or other content included in the Project, 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 Project for the purpose of discussing and improving that Project, but excluding communication that is conspicuously marked or otherwise designated in writing by Contributor as “Not a Submission.”

**“Submission”** means the Code and any other copyrightable material of the Project Submitted by Contributor, including any associated comments and documentation.

**2. Contributor’s Submission.** Contributor must agree to the terms of this Agreement before making a Submission of a Project. This Agreement covers any and all Submissions that Contributor, now or in the future, Submit related to an assigned Project.

**3.** **Originality of Work**. Contributor represents that each of Contributor’s Submissions is entirely Contributor’s original work, or was submitted to the Project by the original author under (i) a contribution license agreement or (ii) the open source license governing the Project (a “**Community Contribution**”). Should Contributor wish to Submit materials that are not Contributor’s original work, Contributor may Submit them to the Project if Contributor (a) retains all copyright and license information that was in the materials as Contributor received them, (b) in the description accompanying Contributor’s Submission, include the phrase “Submission containing materials of a third party:” followed by the names of the third party and any licenses or other restrictions of which Contributor is aware, and (c) follow any other instructions in the Project’s written guidelines concerning Submissions. For purposes of clarity, Contributor does not need to provide the names of every author of a Community Contribution.

**4. Assignments and Licenses.**

**a. Copyright Assignment and License.**

(i) To the extent Contributor owns the copyright interests in the Submission, Contributor hereby assigns, agrees to assign, transfers, sets over, and delivers unto .NET Foundation all of Contributor’s rights, title, and interest throughout the world in and to the Submission, and

(ii) To the extent Contributor has a license to the copyright interests in the Submission from contributors to the Project or other third parties, Contributor hereby grants to .NET Foundation, and those who receive the Submission directly or indirectly from .NET Foundation, a perpetual, worldwide, non-exclusive, royalty-free, irrevocable license in the Submission to reproduce, prepare derivative works of, publicly display, publicly perform, and distribute the Submission and such derivative works, and to sublicense any or all of the foregoing rights to third parties.

Contributor shall execute and deliver to .NET Foundation any additional instruments and documents to transfer Contributor’s full and complete right, title, and interest in and to an assigned Project’s copyrighted material to .NET Foundation. In the event that Contributor retains any interest in any copyrightable assets that are required for the assigned Project, Contributor covenants and agrees to assign its rights in such assets to .NET Foundation (and use commercially reasonable efforts to obtain any required consent of other relevant parties including from contributors to the Project) upon request to the extent such rights relate to the assigned Project.

**b. Patent License.** Contributor grants .NET Foundation, and those who receive the Submission directly or indirectly from .NET Foundation, a perpetual, worldwide, non-exclusive, royalty-free, irrevocable license under Contributor’s patent claims that are necessarily infringed by the Submission or the combination of the Submission with the Project being Submitted to make, have made, use, offer to sell, sell and import or otherwise dispose of the Submission alone or with the Project.

**c. Trademark Rights.** Nothing in this Agreement or its performance shall grant .NET Foundation any right, title, interest, or license in or to Contributor’s names, logos, logotypes, trade dress, designs, or other trademarks (collectively, the “Contributor Marks”). Notwithstanding the foregoing, Contributor may elect, from time to time and in its sole discretion, to grant .NET Foundation a license to use certain Contributor Marks owned by Contributor for an assigned Project. Any such Contributor Mark(s) will be specified in the applicable Project Assignment, together with any style specifications and other guidelines for use of such Contributor Mark(s), and .NET Foundation’s right to use any such Contributor Mark(s) will be subject to the terms of the Trademark Usage Addendum. If no Contributor Mark is identified in the Project Assignment, then Contributor reserves all rights to any trademarks owned by Contributor and does not grant .NET Foundation any rights to use such trademarks for the assigned Project.

**d. Copyright License Grantback.** Contributor’s assignments and licenses under Sections 4(a)-(c) are conditioned upon and subject to a perpetual, worldwide, non-exclusive, royalty-free, irrevocable license to Contributor from the .NET Foundation to all Submissions to reproduce, prepare derivative works of, publicly display, publicly perform, and distribute the Submission and such derivative works, and to sublicense any or all of the foregoing rights to third parties (the “**Grantback**”). The Grantback shall permit the Contributor to do and authorize all acts described in Section 106 of Title 17 of the United States Code.

**e. Other Rights Reserved.** Each party reserves all rights not expressly granted in this Agreement. No additional licenses or rights whatsoever (including, without limitation, any implied licenses) are granted by implication, exhaustion, estoppel or otherwise.

**5. Representations and Warranties.** Contributor represents that Contributor is legally entitled to grant the above assignment and license for each assigned Project. Contributor represents that each of Contributor’s Submissions for all assigned Projects is entirely Contributor’s original work (except for Community Contributions and as Contributor may have disclosed under Section 3). The Contributor signatory represents and warrants that he or she has the necessary authority to bind the Contributor to the obligations contained in this Agreement. Contributor is not expected to provide support for any Contributor Submission, unless Contributor chooses to do so. UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING, AND EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN SECTIONS 3 AND 5, THE SUBMISSIONS PROVIDED UNDER THIS AGREEMENT FOR ALL ASSIGNED PROJECTS ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

**6. Notice to .NET Foundation.** Contributor agrees to notify .NET Foundation in writing of any facts or circumstances of which Contributor later becomes aware that would make Contributor’s representations in this Agreement inaccurate in any respect.

**7. Information about Submissions.** Contributor acknowledges that Submissions of a Project and information about the Submission may be maintained indefinitely and disclosed publicly, including all names and other information that Contributor submits with Contributor’s Submission.

**8. Governing Law/Jurisdiction/Attorneys’ Fees.** This Agreement shall be construed and controlled by the laws of the State of Washington, and the parties consent to exclusive jurisdiction and venue in the federal courts sitting in King County, Washington, unless no federal subject matter jurisdiction exists, in which case the parties consent to exclusive jurisdiction and venue in the Superior Court of King County, Washington. The parties waive all defenses of lack of personal jurisdiction and forum non-conveniens.

**9. Entire Agreement/Assignment/Counterparts.** This Agreement is the entire agreement between the parties, and supersedes any and all prior agreements, understandings or communications, written or oral, between the parties relating to the subject matter hereof. This Agreement may be assigned by .NET Foundation. This Agreement may be executed by digital or facsimile signature and/or in any number of counterparts, all of which taken together will constitute one single agreement binding both parties.

**[Entity Name]**

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**.NET Foundation**

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Project Assignment Addendum**

[Entity Name] hereby assigns and agrees to assign the Project(s) described herein to the .NET Foundation under the terms of the Project Assignment Master Agreement dated [Month] [Day], [Year] (“**Agreement**”). Capitalized terms used and not defined herein shall have the meaning described in the Agreement. This Project Assignment Addendum is effective as of the Project Assignment Date.

Assigned Project Name:

Assigned Project Repository URL:

Project Assignment Date:

Project Coordinator Name:

Project Coordinator Email:

Contributor Mark(s) (if any):

<<insert if applicable>>

Style specifications and guidelines for use of the Contributor Mark(s):

<<insert if applicable>>

**[Entity Name]**

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**.NET Foundation**

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Trademark Usage Addendum**

Contributor grants .NET Foundation a perpetual, worldwide, non-exclusive, royalty-free, irrevocable license to use the Contributor Mark(s) identified in a Project Assignment, if any, solely in connection with the applicable Project and in accordance with the style specifications and other guidelines identified in the Project Assignment. Contributor reserves all rights not expressly granted herein.

.NET Foundation may only use and permit the Contributor Mark(s) to be used in connection with or as identified in the relevant Project(s). .NET Foundation may sublicense the use rights of the Contributor Mark(s) to the respective Project licensees, provided that .NET Foundation requires usage of the Contributor Mark(s) by its licensees that protect and limit the usage of the Contributor Mark(s) to the same extent provided herein.

Contributor hereby indemnifies .NET Foundation against claims by third parties resulting from .NET Foundation’s usage of the Contributor Mark(s), or exercise of the rights granted herein, consistent with the terms provided for herein.

.NET Foundation hereby indemnifies Contributor against claims by third parties resulting from .NET Foundation’s use of the Contributor Mark(s) inconsistent with the terms provided for herein.

.NET Foundation acknowledges that Contributor is the sole owner of the Contributor Mark(s) and goodwill associated with the Contributor Mark(s). .NET Foundation will assign in the future any rights it may acquire in the Contributor Mark(s) as a result of its use of the Contributor Mark(s) under this Agreement, including any associated goodwill. .NET Foundation will take reasonable steps to notify Contributor if it becomes aware of any suspected violation of or challenge to Contributor’s rights in the Contributor Mark(s), and will provide Contributor reasonable assistance in protecting and maintaining Contributor’s rights in the Contributor Mark(s) related to any licensing rights provided for herein; provided, that Contributor will control any legal action concerning the Contributor Mark(s), and the .NET Foundation has no right to take legal action against third parties to enforce the rights it has in the Contributor Mark(s) under this Agreement.

.NET Foundation shall not, nor permit sublicensees to:

1. use the Contributor Mark(s) in a way that causes confusion regarding the association of the Contributor Mark(s) with other Projects or software;
2. use the Contributor Mark(s) in a way that causes confusion regarding the ownership of the Licensed Mark(s);
3. use the Contributor Mark(s) in a way that, barring other agreement, implies that Contributor is affiliated with, sponsors, or endorses the .NET Foundation or sublicensees, or their activity related to the relevant Project(s);
4. register, adopt, or use any name, trademark, domain name or other designation that violates Contributor’s rights in the Contributor Mark(s) or any Contributor trademark in the Contributor Mark(s);
5. use the Contributor Mark(s) in a way that would damage goodwill in the Contributor Mark(s); or
6. alter, animate or distort the Contributor Mark(s) or combine them with any other symbols, words, images, or designs.

The .NET Foundation will cooperate with Contributor to enable Contributor to review the .NET Foundation’s use of the Contributor Mark(s), and will promptly correct any improper use of the Contributor Mark(s), upon reasonable notice from Microsoft.

EXCEPT AS OTHERWISE PROVIDED HEREIN CONTRIBUTOR MAKES NO WARRANTIES REGARDING THE CONTRIBUTOR MARK(S), AND HEREBY DISCLAIMS ALL WARRANTIES THAT MIGHT OTHERWISE BE IMPLIED BY LAW.