AL_USDMaya Plugin Project

ANIMAL LOGIC

Software Grant and Corporate Contributor Licence Agreement ("Agreement")

Thank you for your interest in Animal Logic's AL_USDMaya Plugin Project ("Project"), an Animal Logic open source initiative. In order to clarify the intellectual property licence granted with Contributions from any person or entity, Animal Logic Pty Ltd A.C.N. 005 440 777 ("Animal Logic") must have a Contributor Licence Agreement ("CLA" or "Agreement") on file that has been signed by each Contributor, indicating agreement to the licence terms below.

This CLA is modified from the Apache CLA found here: http://www.apache.org/licenses.

This licence is for your protection as a Contributor as well as the protection of Animal Logic and its users; it does not change your rights to use your own Contributions for any other purpose. This version of the Agreement allows an entity (the "Corporation") to submit Contributions to Animal Logic, to authorize Contributions by its designated employees to Animal Logic, and to grant copyright and patent licences thereto.

If you have not already done so, please complete and sign, then scan and email a pdf file of this Agreement to usdmaya@al.com.au

If necessary, send an original signed Agreement to:

Animal Logic Pty Ltd Building 54, Fox Studios Australia 38 Driver Avenue Moore Park NSW 2021 Australia

Please read this document carefully before signing and keep a copy	for your records.
Corporation name:	
Corporation address:	

Point of Contact:	 	
E-Mail:		
Telephone:		

You accept and agree to the following terms and conditions for Your present and future Contributions submitted to Animal Logic. Except for the licence granted herein to Animal Logic and recipients of software distributed by Animal Logic, You reserve all right, title, and interest in and to Your Contributions.

1. Definitions.

Daint of Courts of

- (a) "You" (or "Your") shall mean the copyright owner or legal entity authorized by the copyright owner that is making this Agreement with Animal Logic. 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. All Your employees covered by this Agreement are listed in Schedule A.
- (b) "Contribution" shall mean the code, documentation or other original works of authorship expressly identified in Schedule B, as well as any original work of authorship, including any modifications or additions to an existing work, that is intentionally submitted by You to Animal Logic for inclusion in, or documentation of, any of the products owned or managed by Animal Logic (the "Work"). For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to Animal Logic 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, Animal Logic 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."

2. Grant of Copyright Licence.

Subject to the terms and conditions of this Agreement, You hereby grant to Animal Logic and to recipients of software distributed by Animal Logic a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright licence to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute Your Contributions and such derivative works.

3. Grant of Patent Licence.

Subject to the terms and conditions of this Agreement, You hereby grant to Animal Logic and to recipients of software distributed by Animal Logic a perpetual, worldwide, non- exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent licence to make, have made, use, offer to sell, sell, import, and otherwise transfer Your Contribution(s) and the Work, where such licence applies only to those patent claims licensable by You that are necessarily infringed by Your Contribution(s) alone or by combination of Your Contribution(s) with the Work to which such Contribution(s) was submitted. If any entity 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 any patent licences granted to that entity under this Agreement for that Contribution or Work shall terminate as of the date such litigation is filed.

- 4. You represent that You are legally entitled to grant the above licence. You represent further that each employee of the Corporation designated on Schedule A below (or in a subsequent written modification to that Schedule) is authorized to submit Contributions on behalf of the Corporation.
- 5. You represent that each of Your Contributions is Your original creation (see section 7 for submissions on behalf of others).
- 6. You are not expected to provide support for Your Contributions, except to the extent You desire to provide support. You may provide support for free, for a fee, or not at all. Unless required by applicable law or agreed to in writing, You provide Your Contributions on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON- INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE.

- 7. Should You wish to submit work that is not Your original creation, You may submit it to Animal Logic separately from any Contribution, identifying the complete details of its source and of any licence or other restriction (including, but not limited to, related patents, trademarks, and licence agreements) of which you are personally aware, and conspicuously marking the work as "Submitted on behalf of a third-party: [named here]".
- 8. It is your responsibility to notify Animal Logic when any change is required to the list of designated employees authorized to submit Contributions on behalf of the Corporation, or to the Corporation's Point of Contact with Animal Logic.
- 9. This Agreement DOES NOT grant You permission to use the trade names, trademarks, service marks, content or product names of Animal Logic and its affiliates, or any other contributor to the Project.

Please sign:	Date:
Title:	Corporation:

Schedule A

[Initial list of designated employees. NB: authorization is not tied to particular Contributions.]

Schedule B

[Identification of optional concurrent software grant. Would be left blank or omitted if there is no concurrent software grant.]