

# Contributors License Agreement for PEPC

Version 1.0, Nov. 2022

Thank you for your interest in contributing to *The Pretty Efficient Parallel Coulomb Solver* (PEPC) developed at the Jülich Supercomputing Centre, Forschungszentrum Jülich GmbH. We value your dedication to improve PEPC by offering to submit a contribution. Every contribution is important, from code to documentation, from asking questions to providing answers. We believe that **better software** results in **better research** and embrace the idea of **public money = public code**, thus developing PEPC under an open-source license.

We promise that Your Contribution will be part of the open-source edition, if it gets merged. Before being able to merge Your Contribution, we need to clarify the legal aspects and document the rights granted by contributors to Us. That's why we ask You to sign this Contributors License Agreement ("CLA" or "Agreement"). The CLA does not change Your right to use Your own Contributions for any other purpose but instead is there to protect Your rights as the author of Your code and gives Us the chance to use Your Contribution just the way You want it. Since the CLA constitutes a legal binding agreement, we want You to fully understand what you are signing. Therefore, if You have any questions or comments, feel free to contact us via email at [pepc@fz-juelich.de](mailto:pepc@fz-juelich.de).

Thank you for sharing your time and work with us!

## How to use this Contributor Agreement

If You agree to be bound by this CLA, fill in the information requested below (either digitally or on paper), sign the CLA where indicated below (again either digitally with a valid x.509 certificate or on paper), then return the digital form or scanned document to [pepc@fz-juelich.de](mailto:pepc@fz-juelich.de) or send it by regular mail to Jülich Supercomputing Centre (JSC), Forschungszentrum Jülich GmbH, Wilhelm-Johnen-Straße, 52428 Jülich, Germany. If You are an employee and have created the Contribution as part of Your employment, You need to have Your employer approve this Agreement. If You do not own the Copyright in the entire work of authorship, any other author of the Contribution should also sign this – in any event, please contact Us at [pepc@fz-juelich.de](mailto:pepc@fz-juelich.de).

## §1 Definitions

- **"You"** means the individual Copyright owner who Submits a Contribution to Us.
- **"We"** or **"Us"** means Forschungszentrum Jülich GmbH.
- **"Legal Entity"** means an entity that is not a natural person.
- **"Affiliate"** means any other Legal Entity that controls,

is controlled by, or under common control with that Legal Entity. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such Legal Entity, whether by contract or otherwise, (ii) ownership of fifty percent (50%) or more of the outstanding shares or securities that vote to elect the management or other persons who direct such Legal Entity or (iii) beneficial ownership of such entity.

- **"Contribution"** means any original work of authorship, including any original modifications or additions to an existing work of authorship, Submitted by You to Us, in which You own the Copyright.
- **"Copyright"** means all rights protecting works of authorship, including copyright, moral and neighboring rights, as appropriate, for the full term of their existence.
- **"Material"** means the software or documentation made available by Us to third parties. When this Agreement covers more than one software project, the Material means the software or documentation to which the Contribution was Submitted. After You Submit the Contribution, it may be included in the Material.
- **"Submit"** means any act by which a Contribution is transferred to Us by You by means of tangible or intangible media, including but not limited to electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, Us, but excluding any transfer that is conspicuously marked or otherwise designated in writing by You as "Not a Contribution."
- **"Documentation"** means any non-software portion of a Contribution.

## §2 Subject matter of the agreement

- §2.1 You are participating in the development of the PEPC. Through this Agreement, You grant to Us an infinite number of non-exclusive rights in all Contributions that You transmit to Us.
- §2.2 The parties of this Agreement agree that the Contributions transferred in the past and future according to §2.1 to Us will automatically be licensed according to this Agreement.

## §3 License grant

- §3.1 **Copyright license to Us** Subject to the terms and conditions of this Agreement, You hereby grant to Us a worldwide, royalty-free, exclusive, perpetual and ir-

revocable (except as stated in §6.2) license, with the right to transfer an unlimited number of non-exclusive licenses or to grant sublicenses to third parties, under the Copyright covering the Contribution to use the Contribution by all means, including, but not limited to:

- publish the Contribution,
- modify the Contribution,
- prepare derivative works based upon or containing the Contribution and/or to combine the Contribution with other Materials,
- reproduce the Contribution in original or modified form,
- distribute, to make the Contribution available to the public, display and publicly perform the Contribution in original or modified form.

**§3.2 Moral rights** Moral Rights remain unaffected to the extent they are recognized and not waivable by applicable law. Notwithstanding, You may add Your name to the attribution mechanism customary used in the Materials you Contribute to, such as the header of the source code files of Your Contribution or in the file 'CONTRIBUTORS.md', and We will respect this attribution when using Your Contribution.

**§3.3 Copyright license back to You** Upon such grant of rights to Us, We immediately grant to You a worldwide, royalty-free, non-exclusive, perpetual and irrevocable license, with the right to transfer an unlimited number of non-exclusive licenses or to grant sublicenses to third parties, under the Copyright covering the Contribution to use the Contribution by all means, including, but not limited to:

- publish the Contribution,
- modify the Contribution,
- prepare derivative works based upon or containing the Contribution and/or to combine the Contribution with other Materials,
- reproduce the Contribution in original or modified form,
- distribute, to make the Contribution available to the public, display and publicly perform the Contribution in original or modified form.

This license back is limited to the Contribution and does not provide any rights to the Material.

## §4 Compensation

You deliver the Contribution and grants the rights and licenses in the Contribution free of charge and without any royalties. You shall however be entitled to use the software developed and offered under the LGPL-3.0 under the conditions of the LGPL-3.0. This applies accordingly for other open-source licenses, in case We decide to change the license.

## §5 License obligations by Us

We agree to license the Contribution only under the terms of the LGPL-3.0 (including any right to adopt a different open source licence for future releases).

In addition, We may use the following licenses for Documentation in the Contribution: CC-BY (including any right to adopt any future version of a license).

## §6 Term

**§6.1** This Agreement shall come into effect upon Your acceptance of the terms and conditions.

**§6.2** This Agreement shall apply for the term of the copyright licensed here. However, You shall have the right to terminate the Agreement if We do not fulfill the obligations as set forth in §5. Such termination must be made in writing.

**§6.3** In the event of a termination of this Agreement §6 and §7 shall survive such termination and shall remain in full force thereafter. For the avoidance of doubt, Free and Open Source Software (sub)licenses that have already been granted for Contributions at the date of the termination shall remain in full force after the termination of this Agreement.

## §7 Miscellaneous

**§7.1** This Agreement and all disputes, claims, actions, suits or other proceedings arising out of this agreement or relating in any way to it shall be governed by the laws of Germany excluding its private international law provisions. The place of jurisdiction is Jülich.

**§7.2** This Agreement sets out the entire agreement between You and Us for Your Contributions to Us and overrides all other agreements or understandings.

**§7.3** In case of Your death, this agreement shall continue with Your heirs. In case of more than one heir, all heirs must exercise their rights through a commonly authorized person.

**§7.4** If any provision of this Agreement is found void and unenforceable, such provision will be replaced to the extent possible with a provision that comes closest to the meaning of the original provision and that is enforceable. The terms and conditions set forth in this Agreement shall apply notwithstanding any failure of essential purpose of this Agreement or any limited remedy to the maximum extent possible under law.

**§7.5** You agree to notify Us of any facts or circumstances of which you become aware that would make this Agreement inaccurate in any respect.

**You**

**Your name:**

---

**Legal entity (if applicable):**

---

**Address:**

---

---

---

**Country:**

---

**Email:**

---

**Date:**

---

**Signature, stamp (if applicable):**

---

**We**

The PEPC core-team  
[pepc@fz-juelich.de](mailto:pepc@fz-juelich.de)

Institute for Advanced Simulation  
Jülich Supercomputing Centre  
Forschungszentrum Jülich GmbH  
52425 Jülich

Registered office: Jülich  
Entered in the commercial register of the district court of  
Düren, Germany: No. HR B 3498  
Supervisory board: MinDir Volker Rieke  
Board of directors: Prof. Dr.-Ing. Wolfgang Marquardt  
(Vorsitzender), Karsten Beneke (stellv. Vorsitzender), Prof.  
Dr. Astrid Lambrecht, Prof. Dr. Frauke Melchior

For our general privacy policy and data protection, please  
visit: <https://www.fz-juelich.de/en/privacy-policy>