

UIUC.CHAT Contributor License Agreement

Version 2. February 2025

Thank you for your interest in contributing to the UIUC.CHAT Project of the University of Illinois Urbana-Champaign. In order to contribute, you will need to provide your name and contact information and accept the terms of this UIUC.CHAT Project Contributor License Agreement, which sets the terms and conditions of the intellectual property license granted with your contributions.

This UIUC.CHAT Project Contributor License Agreement (“**Agreement**”) is by and between you, any person or entity (“**You**” or “**Your**”) and the Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois (“**Illinois**”), through its National Center for Supercomputing Applications.

Please read this Agreement carefully before accepting the terms. By signing this Agreement, You agree to the following:

1. “**UIUC.CHAT Project**” originated at the University of Illinois Urbana-Champaign and is an open-source software project based on the application of Large Language Models (LLMs) and implements a specialized form of retrieval augmented generation (RAG) to provide customized answers based on the information uploaded to the LLM.
2. “**Contribution**” means all of Your contributions of object code, source code, content, and documentation, and any modifications thereof, to the UIUC.CHAT Project.
3. “**Licensed Patents**” mean patent claims licensable by Contributor which are necessarily infringed by the making, using, selling, offering for sale, having made, import, or transfer of either its Contribution alone or when combined with the UIUC.CHAT Project.
4. You represent the following to the best of your knowledge:
 - a. You are at least 18 years of age and have full power and authority to enter into this Agreement and to grant the rights in and to the Contribution as set forth herein (individuals who are under 18 years of age and who wish to contribute to the UIUC.CHAT Project shall not enter into this Agreement, but may contact Illinois at otm@illinois.edu or ai@ncsa.illinois.edu to explore alternatives);
 - b. If your employer has rights to intellectual property that You create as part of the Contribution, You represent that You have obtained permission from Your employer to make Contribution on behalf of that employer, or Your employer waived any rights in and to Your Contribution, or Your employer authorizes the Contribution and agrees to be bound by the terms herein by signing as an entity below;
 - c. That either:
 - i. all documentation and code in the Contribution is Your original work and includes complete details of any third-party license and any 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; or
 - ii. any part of the Contribution that is not Your original creation is submitted to Illinois separately from any original Contribution, includes the complete details of its source and any corresponding license and any other restriction (including, but not limited to related patents, trademarks, and license agreements) of which You are personally aware, and is conspicuously marked as “**Submitted on behalf of a third party: [named here]**”.
 - d. Your Contribution does not include any viruses, worms, Trojan horses, malicious code or other harmful or destructive content;
 - e. Your Contribution does not include any encryption technology, and no government license or permission is required for the export, import, transfer or use of the Contribution; and
 - f. Illinois’ UIUC.CHAT Project delivered under this Agreement may be subject to U.S. export control laws and may be subject to export or import regulations in other

countries. You agree to comply strictly with all such laws and regulations and acknowledge that You have the responsibility, at Your own expense, to obtain such licenses to export, re-export, or import as may be required.

5. Your representations are accurate, and You agree to notify Illinois of any facts or circumstances of which You become aware that would make any of Your representations inaccurate in any respect.
6. You grant to Illinois and to recipients of the UIUC.CHAT Project software distributed by Illinois (collectively, "**Recipient**"), a perpetual, irrevocable, non-exclusive, worldwide, royalty-free unrestricted license to use, reproduce, prepare derivative works of, publicly display, publicly perform, distribute, and sublicense the Contribution, and such derivative works, in source code and object code form.
7. You grant to Recipient a perpetual, non-exclusive, worldwide, royalty-free, fully paid license of Licensed Patents, if any, to make, have made, use, offer to sell, sell, import, and otherwise transfer Your Contribution in source code and object code form ("**Patent License**"). If applicable, this Patent License covers the combination of Your Contribution as part of Illinois UIUC.CHAT Project only. The Patent License shall not apply to any other uses of the Contribution. If any Recipient institutes patent litigation against You or any other entity (including a cross-claim or counterclaim in a lawsuit) alleging that Your Contribution or UIUC.CHAT Project (excluding combinations of the UIUC.CHAT Project with other software or hardware) infringes Your Licensed Patent, then the Patent License granted to such Recipient under this Agreement shall terminate.
8. Except for the rights granted to Recipients above, You reserve all rights, title, and interest in and to Your Contribution. You are not expected to provide support for your Contributions.
9. Subject to Your representations above, Your Contributions are provided on an "AS-IS" basis WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND (express or implied), including, without limitation, any implied warranty of merchantability and fitness for a particular purpose, and any warranty of non-infringement.
10. Illinois, its trustees, directors, officers, employees, students, and agents have no liability for any infringement of any copyright, patent, or other right of third parties in connection with any Contributions, the UIUC.CHAT Project, including UIUC.CHAT Project software, and are not liable for any direct, indirect, punitive, special, incidental, consequential, or exemplary damages arising in connection with any Contribution, the UIUC.CHAT Project, including UIUC.CHAT Project software.
11. INDEMNITY. You agree to indemnify and hold Illinois and its subsidiaries, affiliates, officers, agents, employees, partners, licensees, and licensors harmless from any claim or demand, including but not limited to reasonable attorneys' fees, made by any third party due to or arising out of: Contributions You submit, post, transmit or otherwise make available through the Illinois UIUC.CHAT Project; Your use of the UIUC.CHAT Project software; Your connection to the UIUC.CHAT Project; or Your violation of any rights of another.
12. You agree that Illinois may assign this Agreement and UIUC.CHAT Project to any third party without notice or consent.
13. Illinois is under no obligation to accept and include Your Contribution to the UIUC.CHAT Project.
14. This Agreement is governed by the laws of the State of Illinois, excluding its conflict of laws provisions.