

Cray Inc. Assignment and License Agreement

The terms of this Assignment and License Agreement (the "Agreement") apply to your contribution of materials to the project identified below and set forth the intellectual property rights that you are granting to Cray Inc. ("Cray"). If the materials are being contributed on behalf of the Government, the term "you" as used below applies to the applicable Government agency.

Project: Cray Inc. Chapel programming language.

1. **Materials** – is defined to mean source code, object code, patch, tool, sample or any other code or data that you submit for inclusion in the Project.
2. **Copyrights**: The Government acknowledges that Cray may claim a copyright in any Materials provided by the Government to Cray.
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4. You further agree that if you have acquired or acquire in the future a patent or other intellectual property interest dominating the Materials, such dominating interest will not be used to undermine the effect of this assignment/license and Cray will be licensed to continue to use the Materials, without payment, royalty or limitation.
5. With respect to the Materials, you represent that:
 - a. The Materials are an original work that you can legally grant the rights set out in this Agreement;
 - b. To the best of your knowledge, the Materials do not violate any third party's intellectual property rights (patents, etc.); and
 - c. You are authorized to sign this Agreement on behalf of the Government.
6. This agreement is governed by US Federal Law.

Your contact information:

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Telephone Number:	
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Date:	