

## **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 a company or a university, the term “you” as used below applies to the company or university you identify below.

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:** With respect to copyrights in your Materials, you hereby agree to assign to Cray joint ownership to such copyright. If the copyright is determined to be invalid, you agree to grant to Cray a perpetual, irrevocable, non-exclusive, worldwide, no-charge, royalty free, unrestricted license to exercise all rights under those copyrights. This assignment/license to the copyrights in the Materials includes any future changes and enhancements that you make and contribute.
  - a. You agree that each of us can do all things in relation to your Materials as if each of us were the sole owners, and if one of us makes derivative works from your Materials, the one who makes the derivative work will be the sole owner of that derivative work.
  - b. Cray may register a copyright in your Materials and exercise all other ownership rights associated with it.
3. **Patents:** With respect to any patents in your Materials, you agree to grant Cray a perpetual, irrevocable, non-exclusive, worldwide, no-charge, royalty free, unrestricted license to exercise all rights under those patents. With this license, Cray may make, use, sell, import or otherwise transfer your Materials in whole or in part in the Project.
4. You further agree that if you have acquired or acquire in the future a patent or copyright 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, copyrights, etc.); and
  - c. You are authorized to sign this Agreement on behalf of your company.
6. The assignment in paragraph 2 above and the granting of the licenses above (paragraphs 2 and 3) is be binding on you, your heirs, assignees, or other successors.
7. This agreement is governed by the laws of the State of Washington.

Your contact information:

Name:	
Company or University:	
Mailing address:	
Email Address:	
Telephone Number	
Signature:	
Manager’s Signature:	
Date:	

Information for copyright registration:

Country(ies) of citizenship:	
Year of birth:	
Date and nation of first publication of program (if applicable):	
Files provided as supporting materials:	