

# CONTRIBUTOR ASSIGNMENT AGREEMENT

## Preamble

ETH Zurich owns a set of libraries and utilities available under an open source license to develop performance portable applications in which stencil operations on grids are central. The focus of this set of libraries and utilities is on regular and block-structured grids as are commonly found in the weather and climate application field. In this context, this set of libraries and utilities provides a useful level of abstraction to enhance productivity and obtain excellent performance on a wide range of computer architectures. Additionally, it addresses the challenges that arise from integration into production code, such as the expression of boundary conditions, or conditional execution.

In order to clarify the intellectual property rights granted with contributions from any person or entity, ETH Zurich must have a Contributor Assignment Agreement ("CAA") on file that has been signed by each Contributor. To allow ETH Zurich to dispose of such libraries and utilities, each contributor shall assign its rights in and to his/her contribution to such libraries and utilities to ETH Zurich. ETH Zurich supports open source software, and if distributed, Your Contribution will at least be made available under an OSI-approved license.

Therefore, the parties enter into the following contract („**Agreement**“):

## 1. Definitions

- 1.1 "Contribution" means source code or documentation work of authorship that is Submitted by You to ETH Zurich in relation with the GridTools Framework in which You own or assert ownership of the Copyright.
- 1.2 "Copyright" means all rights protecting works of authorship owned or controlled by You, including copyright, moral and neighboring rights, as appropriate, for the full term of their existence including any extensions by You.
- 1.3 "Effective Date" means the date once signed in full by You and ETH Zurich or from the date You first Submit a Contribution to ETH Zurich, whichever is earlier
- 1.4 "GridTools Framework" means the work of authorship which is made available by ETH Zurich to third parties and consisting of a set of libraries and utilities to develop performance portable applications in which stencil operations on grids are central. After You Submit the Contribution, it may be included in the GridTools Framework.
- 1.5 "Submit" means an express grant of a Contribution to ETH Zurich or representatives of ETH Zurich in relation to the GridTools Framework. Express grant shall be deemed given if the Contribution is submitted via either (a) an electronic submission via a source code management system associated with the GridTools Framework, such as GitHub, or (b) other electronic or written means where the Contribution is expressly designated as a "contribution", including but not limited to electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, ETH Zurich for the purpose of discussing and improving the GridTools Framework, and expressly excluding communication that is conspicuously marked or otherwise designated in writing by You as "Not a Contribution".
- 1.6 "Submission Date" means the date on which You Submit a Contribution to ETH Zurich.
- 1.7 "You" means the individual or institution indicated in the signature section below.

## **2. Grant of Rights**

### **2.1 Copyright Assignment**

- 2.1.1 Expressly subject to the License Back and ETH Zurich's acknowledgement of authors as set forth in Section 2.1.5, at the time the Contribution is Submitted You assign to ETH Zurich all right, title, and interest worldwide in all Copyright covering the Contribution.
- 2.1.2 For the assigned rights pursuant to Section 2.1.1, ETH Zurich grants to You a non-exclusive, non-terminable, perpetual, worldwide, transferrable and sublicensable (through any number of tiers) right and license to the Contribution to reproduce, modify, communicate to the public, lend and rent, prepare derivative works of, distribute, perform and perform publicly, display, transmit through any means of communication known or unknown, and otherwise use the Contribution in any manner and for any purpose without limitation (and with no acknowledgement of ETH Zurich as the owner of the copyright), and further ETH Zurich waives and disclaims, on behalf of itself and its affiliates and its successors and its assigns and its licensees, the right to exercise any moral rights in the Contribution against You, Your licensees and Your successors and assigns (collectively, the "License Back").
- 2.1.3 To the extent that any of the rights in Section 2.1.1 cannot be assigned by You to ETH Zurich, You grant to ETH Zurich a perpetual, worldwide, non-exclusive, royalty-free, transferable, non-terminable and irrevocable license under such non-assigned rights, with rights to sublicense through multiple tiers of sublicensees, to reproduce, modify, communicate to the public, lend and rent, prepare derivative works of, distribute, perform and perform publicly, display, transmit through any means of communication known or unknown, and otherwise use such Contribution in any manner and for any purpose without limitation (and with no acknowledgement of You as the owner of the copyright), and further You waive and disclaim, on behalf of Yourself and Your affiliates and Your successors and Your assigns and Your licensees, the right to exercise any moral rights in such Contribution against ETH Zurich, ETH Zurich's licensees and ETH Zurich's successors and assigns.
- 2.1.4 To the extent that any of the rights in Section 2.1.1 can neither be assigned nor licensed by You to ETH Zurich, You irrevocably waive and agree never to assert such rights against ETH Zurich, any of our successors in interest, or any of ETH Zurich's licensees, either direct or indirect.
- 2.1.5 Together with the Contribution You shall submit to ETH Zurich a full and accurate list of the author(s) that contributed to the respective Contribution. ETH Zurich shall include those author(s) in the dedicated authors file to be distributed together with or accessible in conjunction with the Contribution.

### **2.2 Patent License**

For patent claims including, without limitation, method, process, and apparatus claims which You or Your Affiliates own, control or have the right to grant, now or in the future, You grant to ETH Zurich a perpetual, worldwide, non-exclusive, transferable, royalty-free, irrevocable patent license, with the right to sublicense these rights to multiple tiers of sublicensees, to make, have made, use, sell, offer for sale, import and otherwise transfer the Contribution and the Contribution in combination with the GridTools Framework (and portions of such combination). This license is granted only to the extent that the exercise of the licensed rights infringes such patent claims. "Affiliates" shall mean any legal entity which is controlled by You, has control over or is under

common control with You whereby "control" shall mean the holding of more than fifty (50) percent of the capital stock or participating shares entitled to vote for the election of directors.

### 2.3 Outbound License

Based on the grant of rights in Sections 2.1 and 2.2, if ETH Zurich includes Your Contribution in the GridTools Framework, ETH Zurich may license the Contribution under any license, including copyleft, permissive, commercial, or proprietary licenses; however, if ETH Zurich redistributes Your Contribution, it shall always redistribute Your Contribution under at least one license approved by the Open Source Initiative (<https://opensource.org>).

2.4 Moral Rights. If moral rights apply to the Contribution, to the maximum extent permitted by law, You waive and agree not to assert such moral rights against ETH Zurich or its successors in interest, or any of its licensees, either direct or indirect.

2.5 Our Rights. You acknowledge that ETH Zurich is not obligated to use Your Contribution as part of the GridTools Framework and may decide to include any Contribution ETH Zurich considers appropriate.

2.6 Reservation of Rights. Any rights not expressly assigned or licensed under this section are expressly reserved by You.

## 3. Agreement

You confirm that:

(a) You have the legal authority to enter into this Agreement.

(b) You own the Copyright and patent claims covering the Contribution which are required to grant the rights under Section 2 or otherwise have sufficient rights to grant the licenses under Section 2.

(c) The grant of rights under Section 2 does not violate any grant of rights which You have made to third parties. If You are an employee and you are not acting on behalf of your employer, You have had Your employer approve this Agreement.

(d) The authors in the Contribution submitted pursuant to Section 2.1.5 are accurate and complete and that the authors consented to be listed and disclosed as authors as set forth in Section 2.1.5.

## 4. Disclaimer

EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 3, THE CONTRIBUTION IS PROVIDED "AS IS". MORE PARTICULARLY, ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED BY YOU TO ETH ZURICH AND BY ETH ZURICH TO YOU. TO THE EXTENT THAT ANY SUCH WARRANTIES CANNOT BE DISCLAIMED, SUCH WARRANTY IS LIMITED IN DURATION TO THE MINIMUM PERIOD PERMITTED BY LAW.

## 5. Consequential Damage Waiver

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL YOU OR ETH ZURICH BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF

ANTICIPATED SAVINGS, LOSS OF DATA, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY, UNDER ANY THEORY OF RECOVERY OR CLAIM, SHALL NOT EXCEED 100 EUROS.

## **6. General Provisions**

- 6.1 This Agreement governs the contractual relationship of the parties in relation to the assignment of rights in the Contribution solely and exclusively. Any earlier agreements between the parties governing the same subject matter are hereby terminated. Amendments and additions to this Agreement are only valid if made in writing and legally signed by all the parties.
- 6.2 If individual provisions of this Agreement are invalid or the fulfilment thereof is impossible, the validity of the remaining parts of the Agreement will not be affected. The parties undertake that in such cases they will, without delay, replace the invalid provision with a valid one whose content most closely replicates the original intention. The same shall apply in the event of any omission in the Agreement.
- 6.3 This Agreement shall be construed and governed by the laws of Switzerland, without reference to its conflict of laws principles, and shall not be governed by the United Nations convention of International Contracts on the Sale of Goods (the Vienna Convention). Place of jurisdiction for any dispute arising from, or in connection with, this Agreement shall be exclusively the courts of the city of Zurich.

**ETH Zurich**

**You: .....**

\_\_\_\_\_  
Prof. Dr. Thomas Schulthess

\_\_\_\_\_  
Name:

Lugano, \_\_\_\_\_

....., \_\_\_\_\_