

SMILE Consortium - Contributor License Agreement 1.0.0

This SMILE Contributor Agreement ("SMILE CLA") applies to any contribution that you make to any product or project managed by us (the "project"), and sets out the intellectual property rights you grant to us in the contributed materials. The term "us" shall mean SMILE Consortium. The term "you" shall mean the person or entity identified below. If you agree to be bound by these terms, fill in the information requested below and sign the SMILE CLA where indicated below. Read this agreement carefully before signing. These terms and conditions constitute a binding legal agreement.

1. The term 'contribution' or 'contributed materials' means any source code, object code, patch, tool, sample, graphic, specification, manual, documentation, or any other material posted or submitted by you to the project.

2. With respect to any worldwide copyrights, or copyright applications and registrations, in your contribution:

- you hereby assign to us joint ownership, and to the extent that such assignment is or becomes invalid, ineffective or unenforceable, you hereby grant to us a perpetual, irrevocable, non-exclusive, worldwide, no-charge, royalty-free, unrestricted license to exercise all rights under those copyrights. This includes, at our option, the right to sublicense these same rights to third parties through multiple levels of sublicensees or other licensing arrangements;
- you agree that each of us can do all things in relation to your contribution as if each of us were the sole owners, and if one of us makes a derivative work of your contribution, the one who makes the derivative work (or has it made) will be the sole owner of that derivative work;
- you agree that you will not assert any moral rights in your contribution against us, our licensees or transferees;
- you agree that we may register a copyright in your contribution and exercise all ownership rights associated with it; and
- you agree that neither of us has any duty to consult with, obtain the consent of, pay or render an accounting to the other for any use or distribution of your contribution.

3. With respect to any patents you own, or that you can license without payment to any third party, you hereby grant to us a perpetual, irrevocable, non-exclusive, worldwide, no-charge, royalty-free license to:

- make, have made, use, sell, offer to sell, import, and otherwise transfer your contribution in whole or in part, alone or in combination with or included in any product, work or materials arising out of the project to which your contribution was submitted, and

- at our option, to sublicense the same rights to third parties through multiple levels of sublicensees or other licensing arrangements.

4. Except as set out above, you keep all right, title, and interest in your contribution. The rights that you grant to us under these terms are effective on the date you first submitted a contribution to us, even if your submission took place before the date you sign these terms. Any contribution we make available under any license will also be made available under a suitable FSF (Free Software Foundation) or OSI (Open Source Initiative) approved license.

5. You covenant, represent, warrant and agree that:

- each contribution that you submit is and shall be an original work of authorship and you can legally grant the rights set out in this SMILE CLA;
- to the best of your knowledge, each contribution will not violate any third party's copyrights, trademarks, patents, or other intellectual property rights; and
- each contribution shall be in compliance with U.S. export control laws and other applicable export and import laws.
- You agree to notify us if you become aware of any circumstance, which would make any of the foregoing representations inaccurate in any respect. SMILE Consortium may publicly disclose your participation in the project, including the fact that you have signed the SMILE CLA.

6. This SMILE CLA is governed by the laws of the State of California and applicable U.S. Federal law. Any choice of law rules will not apply.

7. Please place an "X" on one of the applicable statement below. Please do NOT mark both statements: ____ I am signing on behalf of myself as an individual and no other person or entity, including my employer, has or will have rights with respect my contributions.
____ I am signing on behalf of my employer or a legal entity and I have the actual authority to contractually bind that entity.

Name*:	Signature*:
Company's Name (if applicable):	Date*:
Title or Role (if applicable):	Project Name*:
Mailing Address*:	Username (if applicable):
Telephone, Fax and Email*:	<i>*required field</i>

To delivery these terms to us, fax, scan, email, or upload to the appropriate location set out on the project website.

SMILE Contributor Agreement (version 1.0.0) - This document is licensed under a Creative Commons Attribution-Share Alike 3.0 Unported License: <http://creativecommons.org/licenses/by-sa/3.0/>

8. Attributions

Guiding principles and content used to create the SMILE Consortium Contributor Agreement is based on the Oracle Contributor Agreement ([http:// www.oracle.com/technetwork/oca-405177.pdf](http://www.oracle.com/technetwork/oca-405177.pdf)) and the document it was derived from originally, the Sun CA (<http://www.openoffice.org/licenses/sca.pdf>)