Form Contributor License Agreement w/Company Consent CONTRIBUTOR LICENSE AGREEMENT

This Contributor License Agreement (the "CLA") is entered into by and between President and Fellows of Harvard College, ("Harvard"), and ______ ("Contributor"), in connection with Contributor's participation in the OpenDP initiative at Harvard University.

- 1. Contributor accepts and agrees to the terms and conditions of this CLA, which govern any present or future original work of authorship (including but not limited to modifications or additions to an existing work) intentionally submitted by Contributor to Harvard in connection with the OpenDP initiative, for inclusion in, or documentation of, any product owned or managed by Harvard (the "Work").
- 2. Except for the license granted herein to Harvard and recipients of software distributed by Harvard, Contributor reserves all right, title, and interest in and to Contributions, including but not limited to any copyrights therein.
- 3. Subject to the terms and conditions of this CLA, Contributor grants to Harvard and to recipients of software distributed by Harvard a perpetual, irrevocable, non-exclusive, worldwide, royalty-free license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute Contributions and such derivative works.
- 4. Subject to the terms and conditions of this CLA, Contributor grants to Harvard and to recipients of software distributed by Harvard a perpetual, irrevocable, non-exclusive, worldwide, royalty-free patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work. Such license applies only to those patent claims licensable by Contributor that are necessarily infringed by Contributor's Contribution(s) alone or by combination of Contributor's Contribution(s) with the Work to which such Contribution(s) was submitted. If any entity institutes patent litigation against Contributor or any other entity (including a cross-claim or counterclaim in a lawsuit) alleging that your Contribution, or the Work to which Contributor has contributed, constitutes direct or contributory patent infringement, then any patent licenses granted to that entity under this Agreement for that Contribution or Work shall terminate as of the date such litigation is commenced.
- 5. Contributor represents that Contributor is legally entitled, has the legal authority and has all rights necessary to grant the license in this CLA. If Contributor's employer(s) has rights to intellectual property that Contributor creates, including rights to Contributions, Contributor represents that:
 - (a) Contributor has received permission to make Contributions on behalf of that employer, as evidenced by an authorized signature on the accompanying Company Consent Form; and
 - (b) Contributor's employer has waived such rights with respect to Contributions.
- 6. Contributor represents that each Contribution is Contributor's original creation.

- 7. Contributor is not expected to provide support for Contributor's Contributions, except to the extent Contributor desires to provide such support. Contributor may provide support for free, for a fee, or not at all. Unless required by applicable law or agreed to in writing, Contributor provides Contributions on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE.
- 8. Contributor agrees to notify Harvard of any facts or circumstances of which Contributor becomes aware that would make any representations set forth herein inaccurate in any respect.

CONTRIBUTOR	HARVARD
Print Name:	Print Name:
Date:	Date:
COMPANY CONSENT FOR	I
	nployee of has requested to
participate in the OpenDP initiati	<u>v</u>
	ployee will be required to execute a Contributor License Agr The terms and conditions of that agreement are incorpora
,	is form. By signing below, the Company agrees that the I
	h Contributions are owned by the Company or Employee, r
ž	ard in connection with the OpenDP initiative, in accorda
with the terms of the Contributor	sicense Agreement. senting that you have the authority to provide this consent
behalf of the Company.	senting that you have the authority to provide this consent
Please sign:	Date:
Name:	
Corporation:	