

iRODSTM Consortium Employer License Agreement

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The nonprofit iRODS Consortium (or its successor or replacement organization), a collaborative initiative hosted by the Renaissance Computing Institute (RENCI) at the University of North Carolina at Chapel Hill (the "Consortium") is the community home for the open source iRODS project, coordinating development efforts and managing the intellectual property to assure the long-term availability and sustainability of the open source iRODS code (the "Purpose"). For contributors of software to the Consortium who were employed at the time of creating his or her Contribution, the Consortium will sometimes request that the contributor's employer ("Employer") agree to grant a non-exclusive license to the rights, *to the extent Employer has any*, in the intellectual property contained in the Contribution to the Consortium. This license grant does not interfere with the Employer's right to use the Contribution in any way that it was permitted to do so prior to executing this Agreement and helps to ensure that iRODS will always be released under an open source license.

This Agreement is entered into by and between the University of North Carolina at Chapel Hill on behalf of the Consortium, or its successor provided it is at all times dedicated to the Purpose, with an address at 100 Europa Drive, Suite 540, Chapel Hill, NC 27517-2357 (the "University") and _____ with a business address at _____ ("Employer").

Capitalized terms not otherwise defined herein shall have the meaning as set forth in the Employee's Contributor License Agreement attached hereto as Exhibit A.

Accordingly, to the extent Employer has any intellectual property rights in the Contribution(s) of _____ ("Employee"), as identified in the Employee's Contributor License Agreement, Employer hereby grants the Consortium a non-exclusive, perpetual, irrevocable, fully-paid up, royalty-free, sublicenseable, worldwide license to use such Contributions to the extent necessary to accomplish the express purpose of the Employee's Contributor License Agreement only.

Employer:

Exhibit A

Executed Copy of the Employee's Contributor License Agreement (with Attachments)