# Contributor License Agreement 2016

## Summary

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* You may provide support for free, for a fee, or not at all.
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If we accept and maintain your contribution, and it is deemed of material value to the Project, your benefit is that we relieve you of the burden of maintaining your contribution and will provide you attribution in the productrelease notes where your contribution is used unless you ask not to be mentioned. You also may select two of the following items: a Modelon shirt, a €100 rebate to a workshop or training class, or a €100 donation to the Modelica Association by Modelon AB.

Modelon AB  
Ideon Science Park  
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Sweden

## Contributor License Agreement

Thank you for your interest in participating as a contributor to the Modelon development project(s)

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(the "Project").   
In order to conclusively and clearly set out the responsibilities and obligations associated with Contributions (as defined below), Modelon AB, Swedish Company reg. No. 556672-3010, Ideon Science Park, 223 70 Lund, Sweden ("Modelon"), the Project owner, has each Contributor enter into this Contributor License Agreement (the "Agreement") and agree to the terms below. You and Modelon hereby accept and agree to the following terms and conditions:

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**1.1** Any individual or legal entity that voluntarily submits to the Project a Contribution is addressed herein as "Contributor" or "You". For legal entities, the entity making a Contribution and all other entities that control, are controlled by, or are under common control with that entity are considered to be a single Contributor. For the purposes of this definition, "control" means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of fifty percent (50%) or more of the outstanding shares, or (c) beneficial ownership of such entity.

**1.2** A "Contribution" is any original work, including any modification or addition to an existing work that has been submitted for inclusion in, or documentation of, any of the products owned or managed by the Project, where such work originates from that particular Contributor.

**1.3** A Contribution is "submitted" when any form of electronic, verbal, or written communication or documentation sent to the Project (including but not limited to uploading to a source code repository managed by Modelon, communication via email to [info@modelon.com](mailto:info@modelon.com) or to individual developers @modelon) includes a reference of your intent to make a contribution to the Project. Uploading a Contribution to a source code repository or project management system is always considered as “submitting” with the intent to make a contribution to the project.

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## 4. Contributor Representations

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You agree to notify the Project promptly of any facts or circumstances of which You become aware that would make the representations and warranties in Section 4 inaccurate or untrue in any respect.

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## 7. Support for Contributions

You are not expected or obligated to provide technical support for your Contributions, except to the extent You desire to provide such support. You may provide technical support for free, for a fee, or not at all. If You decide to provide technical support for a fee, Modelon shall have no obligation to pay any such fee unless the terms of such support (including applicable fees) are set forth in a separate written agreement signed by an authorized representative of Modelon.

## 8. Acceptance and Compensation

**8.1**The Project is under no obligation to accept any Contribution or include any Contribution in any Project software or documentation.

**8.2** For any Contribution from You that Modelon accepts and, in its reasonable discretion, decides is of material value to the Project (i.e. feature contributions that significantly extend or improve the functionality of Project software), Modelon, or its community of users, You shall have the right to receive as consideration for your Contribution any two of the following items: (a) a discount of €100 off the applicable fee for attending a Modelon training class or user conference sponsored by Modelon (b) a JModelica or Modelica branded shirt (c) a donation of €100 to the Modelica Association.

**8.3** Do not submit a Contribution if the compensation set forth in this Agreement is not acceptable to you. Instead contact Modelon at [info@modelon.com](mailto:info@modelon.com) with a complete description of the contribution you are prepared to make and a summary of the business terms on which the contribution could be made. From time to time Modelon will make extraordinary compensation available for a Contribution that provides extraordinary benefit to the Project.

**8.4** For a conclusive determination of whether your Contribution gives rise to a right to such consideration You may contact the Project at: [info@modelon.com](mailto:info@modelon.com) . YOU ACKNOWLEDGE AND AGREE THAT THE CONSIDERATION YOU ELECT TO RECEIVE PURSUANT TO THIS SECTION 8 IS THE SOLE AND EXCLUSIVE COMPENSATION YOU WILL EVER RECEIVE IN CONNECTION WITH YOUR CONTRIBUTION AND YOUR OBLIGATIONS AND RESPONSIBILITIES UNDER THIS AGREEMENT.

## 9. Future Claims

At no time hereafter shall You dispute, contest, or aid or assist others in disputing or contesting, either directly or indirectly, Modelon's exclusive right, title, and interest in any and all Contributions, including (but not limited to) any and all copyright and other intellectual property rights therein claimed by Modelon.

## 10. Miscellaneous

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I, the undersigned, agree to the above conditions.

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(Place & date)

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