**THE [INSERT PROJECT NAME] PROJECT**

**COMPANY CONTRIBUTOR LICENCE AGREEMENT ("CCLA")**

Thank you for your interest in the Symphony Java Client Parent project (the "Project"). The Project is an open source software initiative operated by Deutsche Bank AG, acting through its London branch (the “Operator”) which has the aim providing tooling for Java Symphony developers.

In order to clarify the intellectual property licence granted with contributions from any company, the Project must have a CCLA on file that has been signed by, or on behalf of, each company contributor, indicating agreement to the licence terms below ("Company Contributor").

This licence is for your protection as a Company Contributor as well as the protection of the Project and its users; it does not affect your rights to use your own contributions for any other purpose.

This version of the CCLA allows a Company Contributor to submit contributions to the Project and to grant copyright and patent licences thereto.

Please read this CCLA carefully before accepting its terms. By accepting the CCLA, you are agreeing to bind the Company Contributor to its terms. If you want to accept this CCLA, please complete and send a scanned copy of an original signed CCLA to the Operator at **Deutsche** **Bank** AG 1 Great Winchester Street EC2N 2DB **LONDON** GREAT BRITAIN. marked for the attention of the Project representative. Please keep a copy of the signed CCLA or your records.

For the purposes of this Project, the Project representatives are: Mark Mainwood and Robert Moffat.

Company Contributor Details (to be completed by Company Contributor):

|  |  |
| --- | --- |
| Company Contributor Name: |  |
| Company Contributor Address: |  |
| Point of contact name: |  |
| Point of contact email address: |  |
| Point of contact telephone number: |  |

1. Contributions
   1. **Acknowledgement**

You accept and agree to the following terms and conditions for your present and future contributions submitted to the Project. In return, neither the Project nor the Operator shall use your contributions in a way that is contrary to the public benefit or inconsistent with the Project aims. Except for the licence granted herein, you reserve all right, title, and interest in and to your contributions.

* 1. **Definitions**

All references to:

"contribution" or "contributions" shall mean the code, documentation or other original works of authorship submitted by you in connection with this CCLA as well as any original work of authorship, including any modifications or additions to an existing work, that is intentionally submitted by you to the Project for inclusion in, or documentation of, a Program.

"Program" shall mean any or all of the products managed or distributed by the Operator in connection with Project, including any products comprising (wholly or in part) the contributions.

"you" or "your" shall mean the Company Contributor that is entering into this CCLA with the Operator.

1. Licences
   1. **General**
      1. The Operator provides a repository from which users may, download and use contributions subject to the terms of a licence granted to the user by the contributor.
      2. By providing contributions to the Operator in connection with the Project you are permitting the Operator to upload those contributions and to make them available for download by users. You are also permitting the Operator to undertake such activities in relation to the contributions as are reasonably necessary for the purposes of administering the Project.
   2. **Licence**

Subject to the terms and conditions of this CCLA, by making the contributions available to the Project you hereby agree to grant to users of the contributions (where it is distributed or otherwise made available to the user by the Project) a license to your contribution under the terms of the Apache License, version 2.0.

1. Representations
   1. You represent that each of your contributions is your original creation or the original creation of individuals for whom the intellectual property rights in such works vest in you. You represent that your contribution includes complete details of any third-party licence or other restriction (including, but not limited to, related patents and trademarks) of which you are aware and which are associated with any part of your contributions.
   2. You represent that, so far as you are aware at the time of contribution, your contributions are free from viruses and other malicious code.
   3. You represent that the individual signing this CCLA on behalf of the Company Contributor has full capacity and authority to enter into the CCLA.
2. Warranties

You are not expected to provide support for your contributions, except to the extent you desire to provide support. You may provide support for free, for a fee, or not at all. Unless required by applicable law or agreed to in writing, you provide your 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.

1. PROJECT Policies

You agree to comply with the following (*no policies as yet*).

1. General
   1. You agree that your contributions are public, and that a record of contributions (including any personal information you submit with such contributions, including your sign-off) will be maintained indefinitely and may be redistributed with the licence(s) involved.
   2. You agree to notify the Project of any facts or circumstances of which you become aware that would make the representations given under this CCLA inaccurate in any respect.
   3. You acknowledge that it is your responsibility to notify the Project when any change is required to your point of contact.
2. Governing Law and Submission to Jurisdiction
   1. This CCLA shall be governed by English law.
   2. You agree that the courts of England and Wales are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this CCLA and that accordingly any proceedings arising out of or in connection with it shall be brought in such courts.

Signed for and on behalf of Company Contributor:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Authorised Signatory)

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

and date (Print Name) (Date of Signature)