**MuscalietJS Contribution Agreement**

Thank you for Your interest in the MuscalietJS Project (“**MuscalietJS**” or “MuscalietJS Project”). This MuscalietJS Contribution Agreement (the “**Agreement**”) sets forth the terms and conditions under which You, i.e., the individual or Entity listed below, may at Your discretion submit a Contribution (as defined below) for use in connection with the MuscalietJS Project. We appreciate Your participation with MuscalietJS and desire that You understand what rights exist with respect to those Contributions which you choose to submit under this Agreement.

MuscalietJS is a project under the University of California, Santa Barbara, maintained by Professor Ben Hardekopf. If accepted, Your Contribution will be acknowledged by Professor Hardekopf by his acceptance of your code into the MuscalietJS Project.

To be eligible to make a Contribution, please complete, sign and send electronically this Agreement to [e-mail address]. Please read this Agreement carefully before signing it. Also, please ensure that You keep a copy of this Agreement for Your records.

Please check the box below that applies to Contributions that You will make to the MuscalietJS. Please select one (but not both) of the following boxes, identifying You as either an Individual Contributor or an Entity Contributor.

The Individual Contributor box applies to an individual contributor of a Contribution. The Entity Contributor box applies to a partnership, limited liability company, not-for-profit company or association, corporation or other legal entity recognized under applicable law (an “**Entity**”) which desires to have a list of designated Entity employees on file that such Entity authorizes to provide a Contribution for such Entity.

Note that the MuscalietJS Project is currently licensed under the Clear BSD license. By assigning or licensing Your Contributions under this Agreement You are agreeing and consenting to allow Your Contributions to be relicensed under a different or optional additional alternative license, consistent with your assignment or license grant as set forth herein, without additional notice to You or additional agreement by You.

**Individual Contributor**

Name:

Address:

E-Mail:

Telephone:

Facsimile:

Please sign: Date:

**Entity Contributor**

Entity Name:

Entity Address:

Point of Contact:

Title:

E-Mail:

Telephone:

Facsimile:

Please sign: Date:

*(If You are an Entity Contributor, List Your Designated Entity Employees on Schedule A).*

You hereby accept and agree to the following terms and conditions for Contributions that are submitted by or for You to the MuscalietJS Project.

1. **Definitions.**

**"You"** (or "**Your**") shall mean the copyright owner of a Contribution made to the MuscalietJS Project.

**"Contribution"** shall mean Your original work of authorship, including any modifications, abridgements, adaptations, translations and/or additions to a preexisting original work(s) of authorship (to the extent comprising an original work of authorship), that is submitted by You to the MuscalietJS Project for inclusion in, or documentation of, any of the products managed by the MuscalietJS Project. For the purpose of this definition, the term "**submitted**" means the delivery or transmission of any form of electronic and/or written communication to the MuscalietJS Project that is expressly identified by You or Your authorized representative for inclusion in the MuscalietJS Project, including but not limited to those electronic or written communications delivered or transmitted through electronic mailing lists, source code control systems and issue tracking systems managed by or for the MuscalietJS Project for the purpose of discussing and improving the MuscalietJS Project and which are expressly identified by You or Your authorized representative for inclusion in the MuscalietJS Project.

1. **Copyright Assignment or Copyright License**. At Your option, please select one (but not both) of the following boxes:

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* **Retention of Rights.** Notwithstanding the copyright assignment in the immediately preceding paragraph, You reserve non-exclusive, irrevocable, perpetual, worldwide, royalty-free, sublicensable and transferable rights under the copyrights in Your Contributions to use, copy, prepare derivative works of, modify, distribute directly or indirectly through multiple tiers, publicly perform and publicly display by all means now known or later discovered, and/or to otherwise fully exploit Your Contributions for any purpose.

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1. **Representations and Warranties.** With respect to Your Contribution, you hereby represent and warrant as follows:

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* **Your Contribution is Your Original Work of Authorship**. You represent and warrant that each Contribution that You make to the MuscalietJS Project is Your original work of authorship, or that you have disclosed the origins completely and to the best of your ability to know them under Section 5 below.
* **Notification of Changes.** You agree to notify the MuscalietJS of any facts or circumstances of which You become aware that would make these representations inaccurate in any respect.

OTHER THAN AS EXPRESSLY SET FORTH ABOVE IN THIS SECTION 3,EACH CONTRIBUTION IS PROVIDED “AS-IS” AND WITH NO WARRANTY, AND YOU HEREBY DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR ARISING OR RESULTING FROM A COURSE OF DEALING OR USAGE.

1. **Required Documentation; Maintainer Determines Whether a Contribution Will Be Used**. You agree to include a completed version of Schedule C with any Contribution you submit. You understand that the decision regarding whether or not to include a Contribution in any product or source repository for MuscalietJS is entirely that of the MuscalietJS Project maintainer in the maintainer’s sole discretion, and this Agreement does not guarantee that any assignment or license to a Contribution will be accepted or included in MuscalietJS or any product. The maintainers of MuscalietJS may include your name, and/or the name of your company, in the Contributors.txt file if in the sole discretion of the maintainers of the MuscalietJS Project it appears that Your Contribution or the sum of your Contributions is sufficiently important to warrant such notice.
2. **Submitting a Third Party Work of Authorship.** Should You wish to submit a third party pre-existing work of authorship that (i) is subject to a license granted to You under which You can provide rights as set forth in Section 2 above and (ii) is not Your original work of authorship, You may submit such work of authorship to the MuscalietJS Project and, to the extent reasonably achievable by You, you shall submit such work of authorship separately and independently from Your Contributions; provided, however, that You (a) give complete details of its source of creation and receipt, including, without limitation, identifying the then-current copyright holder of such pre-existing work of authorship, (b) provide relevant terms of any licenses granted to You that apply to such work of authorship and which permit its use and distribution in connection with the MuscalietJS Project, (c) provide complete details concerning any other restrictions or limitations of which you are aware regarding its use and distribution in connection with the MuscalietJS Project, and (d) conspicuously mark such work of authorship in a legible manner with the following notation, "**This Work Contains a** **Third Party Work Submitted by:** [Y**our name or Entity here**]." Compatibility of third party licenses will be determined by the maintainer who may reject such submissions for incorporation into the MuscalietJS Project in the maintainer’s sole discretion, including without limitation if the maintainer believes the licensing terms are incompatible with the objectives of MuscalietJS or with the legal terms of the MuscalietJS license.
3. **Copyright Notices.** If You desire to have a copyright notice included in connection with Your Contribution, You must include such notice in Schedule B of this Agreement. If it is later discovered that code You submitted was subject to another’s rights, the maintainer may at its sole discretion remove such code from the code base and take any legal action that may be warranted or desirable.
4. **The MuscalietJS Project May In The Future Be Subject To A Change In Name Or Ownership Or License**. You acknowledge and agree that the MuscalietJS Project may in the future change its name, nature, ownership, maintainers, and/or license terms, may be merged with one or more other projects, may be abandoned, and may change in other ways. You acknowledge and agree that this Agreement continues to apply to Your Contribution(s) and otherwise, regardless of any such changes.
5. **Further Documentation.** To the extent necessary or desirable to support the development of the MuscalietJS Project, including without limitation for enforcement of copyright claims or to make any changes in accordance with Section 7 above, You agree to execute any and all reasonable documents necessary for The Regents of the University of California to make and enforce such copyright claims or to make any changes in accordance Section 7 above.
6. **Change of Employees Designated to Work on MuscalietJS Project**. It is Your responsibility to notify the maintainer in writing of changes to the list of designated employees on Schedule A that are authorized to submit Contributions for the Entity.
7. **Changes to this Agreement**. No modification, variation or amendment of this Agreement shall be effective unless made in a writing that is signed by all parties hereto. However, the MuscalietJS Project may use a new contribution agreement with different or other terms to govern future Contributions that You may choose to submit to the MuscalietJS Project. If the MuscalietJS Project uses a new contribution agreement for new Contributions, the terms of such new contribution agreement shall not apply unless mutually agreed in a writing signed by all parties hereto.
8. **Entire Agreement.** This Agreement constitutes the sole and entire agreement between You and The Regents of the University of California, and supersedes all prior agreements and understandings (whether oral and written), between You and The Regents of the University of California with respect to the Contributions you make to the MuscalietJS Project, the transactions contemplated hereby and its subject matter.
9. **Governing Law**. This Agreement shall be construed, governed and controlled by the laws of the State of California, determined without reference or regard to any conflicts of law principles that would result in the application of the laws of a different state. Any dispute, claim or controversy arising out of, resulting from or relating to this Agreement shall be adjudicated only by a court of competent jurisdiction that is located in the county of Santa Barbara within the State of California, United States of America, and You hereby irrevocably consent to such jurisdiction.
10. **Severability**. If any provision of this Agreement is determined to be illegal, invalid or unenforceable, then to the extent necessary to make such provision and/or this Agreement legal or otherwise enforceable, such provision shall be limited, construed or deleted from this Agreement and the remaining provisions shall survive and remain in full force and effect.
11. **Waiver**. The failure of any party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver or other impairment of rights or any other provision herein.
12. **Headings**. The section headings in this Agreement are inserted as a matter of convenience and shall not define, limit, construe or describe the scope or extent of a section or affect the Agreement.
13. **Counterparts**. This Agreement may be executed in two counterparts, each of which will be considered an original and all of which together will constitute one and the same instrument.
14. **Notice of Export Control Law.** Cryptographic software is subject to the US government export control and economic sanctions laws (“US export laws”) including the US Department of Commerce Bureau of Industry and Security’s (“BIS”) Export Administration Regulations (“EAR”, 15 CFR 730 et seq., <http://www.bis.doc.gov/> ). By making a Contribution or other submission of software or technology related to the MuscalietJS Project, You may be subject to US export laws, including the requirements of license exception TSU in accordance with part 740.13(e) of the EAR. It is Your responsibility to ensure compliance with US export laws when making a Contribution or other submission of software and technology. Software and/or technical data subject to the US export laws may *not* be directly or indirectly exported, re-exported, transferred, or released (“exported”) to then-current US embargoed or sanctioned destinations. US export laws may prohibit Contributions from nationals of embargoed and sanctioned countries. In addition, software and/or technical data may *not* be exported to an entity barred by the US government from participating in export activities. Denied persons or entities include those listed on BIS’s Denied Persons and Entities Lists, and the US Department of Treasury's Office of Foreign Assets Control’s Specially Designated Nationals List. The country in which you currently are located may have restrictions on the import, possession, use or re-export of encryption software. You are responsible for compliance with the laws where You are located.
15. **Signatures.** This Agreement shall not be effective unless and until it has been executed by or for each of You and The Regents of the University of California.

**In witness whereof**, You and The Regents of the University of California have executed this Agreement through each of their duly authorized representatives.

|  |
| --- |
| **The Regents of the University of California**: |
| By:  Name:  Title:  Date: |
|  |
|  |
| **You:** |
| By:  Name:  Title:  Date: |

**Schedule A**

**List of Designated Entity Employees**

[List of Your Designated Entity Employees here.]

*Example:*

*Firstname Lastname, Email: FirstnameLastname@domain.com*

**Schedule B**

**Copyright Notices**

[Please place any copyright notice(s) that You require on Contributions made by You under this Agreement. Note that if You require a copyright notice which includes terms contrary to those for the MuscalietJS Project, Your Contribution is unlikely to be accepted. Note also that if You are submitting code which is not Your own, removal of any copyright notices or authorship statements from others in Your submission may be contrary to the law.]

**Schedule C**

**DCO (Developer’s Certificate of Origin) and Signed-off-by Process**

By making this contribution to this project, I certify that:

(a) The contribution was created in whole or in part by me and I have the right to submit it under the open source license indicated in the file; or

(b) The contribution is based upon previous work that, to the best of my knowledge, is covered under an appropriate open source license and I have the right under that license to submit that work with modifications, whether created in whole or in part by me, under the same open source license (unless I am permitted to submit under a different license), as indicated in the file; or

(c) The contribution was provided directly to me by some other person who certified (a), (b) or (c) and I have not modified it.

(d) I understand and agree that this project and the contribution are public and that a record of the contribution (including all personal information I submit with it, including my sign-off) is maintained indefinitely and may be redistributed consistent with this project or the open source license(s) involved.

(e) I understand and agree that this contribution is subject to the MuscalietJS Contribution Agreement.

Signed-off-by: [Your Name Here] <your@email.here >