

The Modelica Association

Contributor License Agreement ("CLA")

<https://www.modelica.org/licenses/>

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To clarify the intellectual property license granted with respect to Contributions, as further defined, from any person or entity, all Modelica Association Projects must have a Contributor License Agreement (CLA) on file that has been signed by each Contributor, indicating agreement to the license terms below. This license is for your protection as a contributor as well as for the protection of the Modelica Association Projects, and for the Modelica Association as publisher of its standards and specifications ("Modelica Standards and Specifications"), library and other Source Code (the "Libraries and Source Code"), documentation and supporting documents (the "Documentation"), and for the protection of its users; it does not change your rights to use your own Contributions for any other purpose.

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In order to avoid any conflict of interest situation, the Modelica Association will require from contributors that are employed with a Corporation that generates revenue from Modelica technology to make contributions as employees of that Corporation only and not as individual contributors.

Please complete and sign, then scan and email a pdf file of this Agreement to board@modelica.org and send the original signed Agreement to:

Modelica Association
c/o PELAB, IDA, Linköpings Universitet
S-58183 Linköping
Sweden

Contributor License Agreement ("CLA")

Corporation or Individual name: _____

Corporation or Individual address: _____

Point of Contact (Name): _____

E-Mail: _____

Telephone: _____

You accept and agree to the following terms and conditions for Your Past Contributions as identified in Schedule A, and present and future Contributions submitted to one of the MA Projects (= short form for Modelica Association Projects) (the "MA Project"). For any Past Contribution, it will be limited to the Contributions identified in Schedule A here after. In return, the MA Project shall not use Your Contributions in a way that is inconsistent with the Project Rules in effect at the time of the Contribution. Except for the license granted herein to the Modelica Association and licensees of Modelica Specifications, Libraries, Source Code and Documentation distributed by the Modelica Association, You reserve all right, title, and interest in and to Your Contributions.

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3. Grant of Patent License. Subject to the terms and conditions of this Agreement, You hereby grant to the Modelica Association a worldwide, non-exclusive, no-charge, royalty-free, directly and indirectly sublicensable patent license for the whole duration of such patent protection to make (including to prepare derivative works that are based on or incorporate all or are part of the Contribution), have made, use, offer to sell, sell, import and otherwise transfer the Work, where

such license applies only to those patent claims licensable by You that are necessarily infringed by Your Contribution(s) alone or by combination of Your Contribution(s) with the Work to which such Contribution(s) were submitted.

4. You represent that You are legally entitled to grant the above license. You represent further that each employee of the Corporation (or of any company it controls as defined above) designated on Schedule B below is authorized to submit Contributions on behalf of the Corporation.

5. Your right to be named as the author of your contribution remains legally unaffected.

6. 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 OF ANY KIND, either expressed or implied, including, without limitation, any warranties of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE.

7. Should You wish to submit work that is not Your original creation, You may submit it to the MA Project separately from any Contribution, identifying the complete details of its source and of any license or other restriction (including, but not limited to, related patents, trademarks, and license agreements) of which you are personally aware, and conspicuously marking the work as "Submitted on behalf of a third-party: [named here]".

8. It is your responsibility to notify the MA Project when any change is required to the list of designated employees authorized to submit Contributions on behalf of the Corporation, or to the Corporation's Point of Contact with the MA Project.

9. To the extent permitted by applicable law, no claim shall be made against You for direct, indirect, consequential, special, incidental or punitive damages, including, without limitation, loss of use, profit, revenue, or goodwill, whether based in contract, tort, or otherwise, arising out of, resulting from or in any way relating to the use of Your Contribution(s) under this CLA by the Modelica Association, any of its MA Projects, or any other entity or company.

However, in case a claim should be brought by a third party against the Modelica Association and/or one or several of the other contributors and/or against members of the MA Project out of, resulting from or in any way relating to the Work nothing herein shall prevent the Modelica Association, said contributor and/or member respectively from claiming reimbursement and/or indemnification from You to the extent the third party claim is based on Your Contribution(s).

10. This Agreement shall be governed and construed in accordance with the laws of Sweden. The Courts of Stockholm shall have exclusive jurisdiction to hear any dispute arising out of or in connection with the interpretation and/or performance of this Agreement. The parties acknowledge and agree that the paragraph immediately above shall not prevent, restrict or otherwise limit in any manner Your, Modelica Association, other contributors and/or members of the MA Project rights to seek equitable remedies, including injunctive relief before any competent court in any jurisdiction.

Signature: _____ Date: _____

Name: _____

Title: _____

Corporation or Individual: _____

Schedule A: List of Past Contributions

Your Past Contributions are Your contributions in the released Specifications, Libraries and Source Code, Documentation as well as all working documents that you contributed to that are stored in a repository owned by the Modelica Association that are listed below.

Modelica Association on GitHub

The Modelica Association operates dedicated repositories for its Modelica Association Projects at GitHub, available at <https://github.com/modelica>. This list of contributions encompasses all of these repositories and includes public as well as private repositories.

Subsequently, the Modelica Association Projects and their main repositories are given.

Modelica Versions 1.0 (Sept. 1997) - 3.4 (April 2017)

The last released Modelica specifications and all included Works at the execution date of this Agreement are:

[Modelica Specification, version 3.4 \(PDF format\)](#)
[Modelica Specification, version 3.3 Revision 1 \(PDF format\)](#)
[Modelica Specification, version 3.3 \(PDF format\)](#)
[Modelica Specification, version 3.2 Revision 2 \(PDF format\)](#)
[Modelica Specification, version 3.2 Revision 1 \(PDF format\)](#)
[Modelica Specification, version 3.2 \(PDF format\)](#)
[Modelica Specification, version 3.1 \(PDF format\)](#)
[Modelica Specification, version 3.0 \(PDF format\)](#)
[Modelica Specification, version 2.2 \(PDF format\)](#)
[Modelica Specification, version 2.1 \(PDF format\)](#)
[Modelica Specification, version 2.0 \(PDF format\)](#)
[Modelica Specification, version 1.4 \(PDF format\)](#)
[Modelica Tutorial, version 1.4 \(PDF format\)](#)
[Modelica Specification, version 1.3 \(PDF format\)](#)
[Modelica Tutorial and Design Rationale, version 1.3 \(PDF format\)](#)
[Modelica Specification, version 1.2 \(PDF format\)](#)
[Modelica Tutorial and Design Rationale, version 1.2 \(PDF Format\)](#)
[Modelica Specification, version 1.1 \(PDF format\)](#)
[Modelica Tutorial and Design Rationale, version 1.1 \(PDF format\)](#)
[Modelica Specification, version 1.0 \(PDF Format\)](#)

- Any documents uploaded to <https://svn.modelica.org/>

Libraries developed by MAP Modelica Libraries, from the first version submitted to an svn or github repository to Master branch on github

The Modelica Standard Library and related Modelica Libraries administered by the Modelica Association contain all Source Code ever contributed by You to any svn or git Source Code repository under control of the Modelica Association, in particular the following repositories:

- The Modelica Standard Library (<https://svn.modelica.org/projects/Modelica>, <https://github.com/modelica/Modelica> and <https://github.com/modelica/ModelicaStandardLibrary>)
- ElectricalEnergyStorage (<https://github.com/modelica/ElectricalEnergyStorage>)
- ExternalMedia (<https://github.com/modelica/ExternalMedia>)

- Modelica-Compliance (<https://github.com/modelica/Modelica-Compliance>)
- Modelica_DeviceDrivers (https://github.com/modelica/Modelica_DeviceDrivers)
- Modelica_LinearSystems2 (https://github.com/modelica/Modelica_LinearSystems2)
- Modelica_StateGraph2 (https://github.com/modelica/Modelica_StateGraph2)
- Modelica_Synchronous (https://github.com/modelica/Modelica_Synchronous)
- PowerSystems (<https://github.com/modelica/PowerSystems>)
- VehicleInterfaces (<https://github.com/modelica/VehicleInterfaces>)

The Functional Mockup Interface – FMI

Any documents uploaded to the following repositories:

- <https://github.com/fmi-standard>,
- <https://github.com/fmi-design>,
- <https://github.com/modelica/fmi-standard.org>,
- <https://svn.fmi-standard.org/fmi>,

and in particular the specifications and source code for FMI 1.0 and FMI 2.0 available from <https://fmi-standard.org/downloads/>.

The System Structure and Parameterization Project - SSP

Any documents uploaded to the following repositories:

- <https://github.com/modelica/ssp-standard-dev>,
- <https://github.com/modelica/ssp-standard-org>,
- <https://github.com/modelica/ssp-standard.org>,
- <https://svn.modelica.org/projects/ssp>

at any point in time.

The Distributed Co-Simulation Protocol – DCP

Any documents uploaded to

- <https://github.com/modelica/dcp-standard>,
- <https://github.com/modelica/dcp-design>,
- <https://github.com/modelica/dcp-standard.org>,

and in particular the specifications, reference implementations, compatibility check and test tools for the DCP available from <https://www.dcp-standard.org>.

Schedule B: Initial list of designated employees