The ClaRa Contributor License Agreement ("CLA")
(version 1.1 , 31.05.2022)

To clarify the intellectual property license granted with respect to Contributions, as further defined, from any person or entity, all ClaRa third party contributions 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 future ClaRa development, and for the ClaRa Developer Team (CDT) as publisher of the ClaRa library and other Source Code, documentation and supporting documents, and for the protection of its users; it does not change your rights to use your own Contributions for any other purpose.

This CLA allows an entity (the "Corporation") or an individual contributor to any ClaRa project to submit Contributions to any project organized under the stewardship of the ClaRa Developer Team, and to authorize Contributions submitted by designated employees of the Corporation or individuals to the Project, and to grant copyright and patent licenses thereto.

In order to avoid any conflict of interest situation, the CDT will require from contributors that are employed with a Corporation that generates revenue from ClaRa 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 info@xrg-simulation.de and send the original signed Agreement to:

    ClaRa Developer Team
    c/o XRG Simulation GmbH
    Harburger Schlossstrasse 6-12
    21079 Hamburg
    Germany

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 ClaRa Projects as identified in Schedule B. For any Past Contribution, it will be limited to the Contributions identified in Schedule A hereafter. In return, the ClaRa 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 CDT and licensees of ClaRa Specifications, Libraries, Source Code and Documentation distributed by the CDT, You reserve all right, title, and interest in and to Your Contributions.

1. Definitions

"A ClaRa Project" shall mean a model, sub package of the ClaRa library or an add-on package or add-on library to the ClaRa library.

 "The ClaRa Developer Team (CDT)" shall mean the group of active ClaRa developers and maintainers. It is legally represented by TLK Thermo GmbH and XRG Simulation GmbH and consists of employees of these companies.

"You" (or "Your") shall mean the copyright owner or legal entity authorized by the copyright owner that is making this Agreement with the CDT. 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 (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"Contribution" shall mean the code, documentation or other original works of authorship, including any modifications or additions thereto, that is intentionally submitted by You to a ClaRa Project for inclusion in, or Documentation of, the Libraries and Source Code managed by the ClaRa Developer Team (the "Work"). For the purposes of this definition, "submitted" means all the work which are proposed by You in the form of a) a Change Proposal as defined within the Project Development Process Rules of the ClaRa Project b) a contribution of Modelica Source Code or other programming language Source Code and documentation distributed by the CDT, including but not limited to, the C-header, C-Source Code, Modelica Source Code and XML-schema therein or c) any other form of written or oral contribution that is included in or used for the development of the Work. "Past Contribution" shall mean any Contribution submitted by You before the execution date of this Agreement.

1. **Grant of Copyright License.** To the extent that You hold a copyright interest in Your Contribution, You grant to the CDT a worldwide, non-exclusive, no-charge, royalty-free, directly and indirectly sublicensable copyright license for the whole duration of such copyright protection, with the right to copy, publish, and distribute the Contributions in the Work, accompanying documents, publications, illustrations, designs and marketing materials, and to prepare derivative works that are based on or incorporate all or are part of the Contribution solely for the purpose of

developing, promoting and distributing the Work. You agree that Your Contribution is published as part of the ClaRa library under the libraries license, currently 3-clause-BSD License.

2. **Grant of Patent License**. Subject to the terms and conditions of this Agreement, You hereby grant to the CDT 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.

3. 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 C below is authorized to submit Contributions on behalf of the Corporation.

4. **Grant of OpenSource**. The CDT will ensure that Your Contribution will be permanently published as an open source part of ClaRa or a ClaRa project. That means the source code will be accessible to any ClaRa user.

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

6. **Support and development.** You are not expected to provide support for Your Contributions, except to the extent You desire to provide support. You may submit your Contribution once or stay involved within the continuous updating and development process of your Contribution within ClaRa.

   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 CDT 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 CDT 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 CDT 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 CDT, any of its CDT Projects, or any other entity or company. However, in case a claim should be brought by a third party against the CDT and/or one or several of the other contributors and/or against members of the ClaRa project out of, resulting from or in any way relating to the Work nothing herein shall prevent the CDT, 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 constructed in accordance with the laws of Germany. The Courts of Hamburg 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, CDT, other contributors and/or members of a ClaRa Project rights to seek equitable remedies, including injunctive relief before any competent court in any jurisdiction.

Signature: _____ Date: _____

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 CDT that are listed below.

- [name of contribution] Model library developed by [main author] et. al from [author's institution / company] under financial support of [possible sponsors / funding] as uploaded to [name of upload server] on [date or time period of upload]. The model is published in ClaRa starting from version: [first version of ClaRa where contribution was be published].

Schedule B
List of Present and Future Contributions

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

- [name of contribution] Model library developed by [main author] et. al from [author's institution / company] under financial support of [possible sponsors / funding] as uploaded to [name of upload server]. After review and (possibly) necessary adjustment to ClaRa-Standards by the CDT the model will be published in ClaRa starting from version: [first version of ClaRa where contribution will be published] (to be release in [estimated date of first publication]).

Schedule C
Initial list of designated employees

- List of Employees from [author's institution] who are authorized to provide the Model to CDT.

_____

_____