

# Internet2 Company Contributor Software License Agreement

To clarify the intellectual property license granted with contributions of software from any person or entity (the "Contributor"), Internet2 would like to have an Internet2 Contributor License Agreement (this "Agreement") on file that has been signed by the Contributor, indicating agreement to the license terms below.

Please complete this Agreement and send it by facsimile to Internet2 at +1-734-913-4255, or e-mail scanned PDF to CFO@internet2.edu, followed by regular mail to: Internet2, 1000 Oakbrook Drive, Suite 300, Ann Arbor, MI 48104 U.S.A, Attn: Chief Financial Officer.

Please read this document carefully before signing and keep a copy for your records. A signed copy will be returned to you. (Note: If the Contribution is not owned by a corporation, company or other organization that is your employer or for which you provide services, you are an individual contributor; please use the Internet2 Individual Contributor Software License Agreement.)

---

This agreement ("Agreement") is made and entered into, effective \_\_\_\_\_, 20\_\_, ("Effective Date") by and between UCAID/Internet2, a not-for-profit corporation organized under the laws of the State of Delaware having an office at 1000 Oakbrook Drive, Suite 300, Ann Arbor, Michigan 48104 ("Internet2") and \_\_\_\_\_, a [corporation/limited liability company/partnership] organized under the laws of the State of \_\_\_\_\_ having an office at \_\_\_\_\_ ("Company") (Company and Internet2 each individually a "Party" and collectively the "Parties"). Internet2 is engaged in the business of organizing projects and activities for the purpose of facilitating the development of advanced Internet applications and networking capabilities. Company is engaged in the business of \_\_\_\_\_. As a participant in the \_\_\_\_\_ project ("Internet2 Activity"), Company desires to contribute software or other intellectual property to such Internet2 Activity for use by Internet2 and others in accordance with the terms and conditions set forth in this Agreement.

In recognition of the promises contained herein and certain other consideration, the receipt and sufficiency of which the Parties hereby acknowledge, Company and Internet2 agree as follows:

1. The term "Contribution(s)" means Company's contribution(s) of any kind, including without limitation object code, source code and documentation, to the Internet2 Activity submitted before or after the Effective Date, excluding any submission that is specifically designated in writing by Company at the time of its initial submission as "Not a Contribution."
2. Company hereby grants to Internet2 and to the recipients to whom Internet2 distributes the Contribution(s), a perpetual, world-wide, irrevocable, non-exclusive, no-charge, royalty-free, fully transferable copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute Company's Contribution(s) and such derivative works. Except for the rights granted in this paragraph, Company reserves all right, title and interest in and to its Contribution(s). Company also agrees not to assert any intellectual property right against Internet2 or any of its members or any recipient of the Contribution in connection with their use of the Contribution. Nothing in this Agreement is to be construed as granting either Party, or any third party, any right in the trademarks or trade names of either Party.
3. Company represents and warrants that it is legally entitled to and has all necessary power and authority to grant the above license, and that it has executed with its employees, agents and any third party who made or created the Contribution, including but not limited to the authors listed on Attachment A to this Agreement, the agreements necessary to enable Company to convey the rights granted under paragraph 2 above.
4. Company represents and warrants that to the best of its knowledge, except as otherwise disclosed in its Contribution submission(s), each of its Contributions is the original creation of its employees or agents. Company represents and warrants that its Contribution submission(s) includes complete details, to the best of its knowledge on the date that it submits the Contribution, of any license or other restriction (including, but not limited to, related patents, trademarks and trade secrets) associated with any part of its Contribution(s) (including a copy of any applicable license agreement). Company agrees to notify Internet2 of any facts or circumstances of which it becomes aware that would make its representations and warranties in this Agreement inaccurate in any respect.
5. Company is not expected to provide support for its Contributions, except to the extent that Company desires to provide support. Company's Contributions are provided "**AS-IS**", with all faults, defects and errors, and, except as otherwise provided herein, without warranty of any kind, (either express or implied) including, without limitation, any implied warranties of merchantability and fitness for a particular purpose and any warranty of non-infringement.

Each of the Parties has caused this Agreement to be executed by its duly authorized representative.

**COMPANY UCAID/Internet2**

By: \_\_\_\_\_ By: \_\_\_\_\_

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT A – Authors of Contribution(s)**

**Author A**

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

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Home Phone: \_\_\_\_\_

**Author C**

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

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Home Phone: \_\_\_\_\_

**Author B**

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

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Home Phone: \_\_\_\_\_

**Author D**

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

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Home Phone: \_\_\_\_\_