

# Samvera Corporate Contributor License Agreement<sup>1</sup>

In order to clarify the intellectual property license granted with Contributions from any person or entity, the Samvera Community (the "Community") 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 the protection of the Community and users of the Contributions; it does not change your rights to use your own Contributions for any other purpose. Users of the Contributions are: (1) those individuals or entities that have signed onto the Samvera Memorandum of Understanding either as a Steering Committee Member or Community Member, (2) any member of any Samvera successor in interest; or, (3) other individuals or entities willing to abide by the terms of this CLA.

This version of the Agreement allows an entity (the "Corporation") to submit Contributions to the Community, to authorize Contributions submitted by its designated employees to the Community, and to grant copyright and patent licenses thereto. If you have not already done so, please complete and send a scan of the signed CLA to [legal@samvera.org](mailto:legal@samvera.org).

Please read this document carefully before signing and keep a copy for your records.

Corporation name:

Corporation address:

Point of Contact:

E-Mail:

Telephone: Fax:

You accept and agree to the following terms and conditions for Your present and future Contributions submitted to the Community. Except for the license granted herein to the Community and recipients of software distributed by the Community, You reserve all right, title, and interest in and to Your Contributions.

## 1. Definitions.

"You" (or "Your") shall mean the copyright owner or legal entity authorized by the copyright owner that is making this CLA to the Community. 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

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expressly identified in Schedule B, 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 Community for inclusion in, or documentation of, any of the products managed or maintained by the Community (the "Work"). For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to the Community or their representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Community for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by You as "Not a Contribution."

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4. You represent that You are legally entitled to grant the above license. You represent further that each employee of the Corporation designated on Schedule A below (or in a subsequent written modification to that Schedule) is authorized to submit Contributions on behalf of the Corporation.

5. You represent that each of Your Contributions is Your original creation (see section 7 for submissions on behalf of others).

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 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.

7. Should You wish to submit work that is not Your original creation, You may submit it to the Community 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]".

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8. It is your responsibility to notify the Community 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 Community.

Please sign:

Date:

Title:

Corporation:

Schedule A

[Initial list of designated employees. NB: authorization is not tied to particular Contributions.]

Schedule B

[Identification of optional concurrent software grant. Would be left blank or omitted if there is no concurrent software grant.]