

THIS IS A REFERENCE COPY. IF YOU ARE INTERESTED IN REVIEWING AND EXECUTING THE INDIVIDUAL CONTRIBUTOR LICENSE AGREEMENT, PLEASE EMAIL FOUNDATION@BIBLIONEXUS.ORG AND REQUEST THAT IT BE SENT FOR YOUR DIGITAL SIGNATURE.

Individual Contributor License Agreement (“Agreement”)

Thank you for your interest in a BiblioNexus open source project ("Project").

This Open Source Code Contributor License Agreement ("Agreement") is made and entered into by and between BiblioNexus, Inc., a non-profit corporation organized under the laws of Georgia, United States, and the individual and legal entity agreeing to these terms ("Contributor").

The purpose of this contribution agreement ("Agreement") is to set forth and document the intellectual property license(s) Contributor conveys in the Contributions to BiblioNexus, the "Licensee." This license is for your protection as a contributor as well as the protection of BiblioNexus and its users; it does not change your rights to use your own Contributions for any other purpose. This Agreement is effective as of the date of Your signature below.

The Project is an open-source software project that develops and maintains various software components under the terms of the [Massachusetts Institute of Technology \(MIT\) open source license](#).

Contributor desires to contribute certain code, documentation, or other materials ("Contribution") to the Project's repository and to grant rights to the Project as set forth herein.

Please complete the following information:

Full name: [INSERT]

Public name: [INSERT]

(Your public name might not include honorific, suffix, or middle name)

Postal address: [INSERT]

Country: [INSERT]

Email: [INSERT]

Telephone: [INSERT]

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

1. Definitions.

"BiblioNexus" means BiblioNexus, Inc, a Georgia non-profit corporation, and its affiliates. For the purposes of this definition, "affiliate" means any individual, corporation, partnership, joint venture, limited liability entity, unincorporated organization, trust, association, or other entity, that directly or indirectly, through one or more intermediaries, is controlled by, or is under the common control of a party. The term "control" means the direct or indirect power to direct or

cause the direction of the management and policies of an entity, including without limitation through ownership or beneficial ownership of voting securities.

“Contribution” means the code, documentation or other original works of authorship, including but not limited to any modifications or additions to an existing work, that is intentionally submitted by You to BiblioNexus for inclusion in, or documentation of, any of the products owned or managed by BiblioNexus (the “Work”). For the purposes of this definition, “submitted” means any form of electronic, verbal, or written communication sent to BiblioNexus or its 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, BiblioNexus 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.”

"Copyright" means all rights protecting works of authorship, including copyright, moral and neighboring rights, as appropriate, for the full term of their existence.

“Material” means any Work or other software, documentation or materials provided or made available by or on behalf of BiblioNexus, including but not limited to the contributions of other contributors to the Project.

“You” (or “Your”) means the copyright owner or legal entity authorized by the copyright owner that is making this Agreement with BiblioNexus. 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.

2. **Grant of Copyright License.** Subject to the terms and conditions of this Agreement, You hereby grant to BiblioNexus and to recipients of Material distributed by BiblioNexus a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license, with the right to transfer an unlimited number of non-exclusive licenses and to grant sublicenses to third parties, under the Copyright covering the Contribution to use the Contribution by all means including, but not limited to:

- a. publish the Contribution,
- b. modify the Contribution,
- c. reproduce the Contribution in original or modified form,
- d. prepare derivative works based upon or containing the Contribution and/or to combine the Contribution with other Materials, and
- e. distribute, to make the Contribution available to the public, display and publicly perform the Contribution in original or modified form.

3. **Grant of Patent License.** Subject to the terms and conditions of this Agreement, You hereby grant to BiblioNexus and to recipients of Materials distributed by BiblioNexus a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license, with the right to transfer an unlimited number of non-exclusive licenses and to grant sublicenses to third parties, to make, have made, use, offer for sale, sell, import, and otherwise transfer the Contribution and the Contribution in combination with any Material (and portions of such combination). This license applies to all those patent claims owned, controlled, or licensable by You, whether acquired or hereafter acquired, that would be

infringed by making, having made, using, selling, offering for sale, importing or otherwise transferring of Your Contribution(s) alone or by contribution with any Material. If any entity ("Entity") institutes patent litigation against You or any other entity (including a cross-claim or counterclaim in a lawsuit) alleging that your Contribution, or the Work to which you have contributed, constitutes direct or contributory patent infringement, then any patent licenses granted to that Entity under this Agreement for that Contribution or Work shall terminate as of the date such litigation is filed.

4. **Moral Rights.** If moral rights apply to any Contribution, to the maximum extent permitted by law, You waive and agree not to assert such moral rights against BiblioNexus, BiblioNexus' successors in interest, or any BiblioNexus licensee.

5. **Your Authorization.** You represent that You are legally entitled to grant the above licenses. If your employer(s) has rights to intellectual property that you create that includes your Contributions, you represent that you have received permission to make Contributions on behalf of that employer, that your employer has waived such rights for your Contributions to the Foundation, or that your employer has executed a separate Corporate CLA with BiblioNexus.

6. **Original Creation.** You represent that each of Your Contributions is Your original works of authorship and does not violate the rights of another. You represent that Your Contribution submissions include complete details of any third party license or other restriction (including, but not limited to, related patents, copyrights and trademarks) of which you are personally aware and which are associated with any part of Your Contributions. You further warrant that you, as the undersigned signatory, are authorized to convey these rights in Your Contributions.

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

7. **Disclaimer.** 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. TO THE EXTENT ANY SUCH WARRANTIES CANNOT BE DISCLAIMED, SUCH WARRANTY IS LIMITED IN DURATION AND EXTENT TO THE MINIMUM PERIOD AND EXTENT PERMITTED BY LAW.

8. **Consequential damage waiver.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL YOU OR BIBLIONEXUS BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, AND EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

9. **Notice to BiblioNexus.** You agree to notify BiblioNexus of any facts or circumstances of which you become aware that would make these representations inaccurate in any respect.

10. **Information about Contributions.** You agree that Contributions and information about contributions may be maintained indefinitely and disclosed publicly, including Your corporate name and other information that You submit with Your Contributions.

11. **Governing Law/Jurisdiction.** This Agreement is governed by and construed in accordance with the internal laws of the State of Georgia of the United States of America without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Georgia. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Arbitration will take place within Fulton County, Georgia.

12. **Entire Agreement.** This Agreement is the entire agreement between the parties, and supersedes any and all prior agreements, understandings or communications, written or oral, between the parties relating to the subject matter hereof.

13. **Assignment.** This Agreement may be assigned by BiblioNexus if the assignee assumes all the obligations under this Agreement.

Please sign: _____

Date: _____

Print: _____