

The University of Manchester
Software Grant and Corporate Contributor License Agreement ("Agreement")

Thank you for your interest in contributing to products owned or managed at The University of Manchester (the "University").

In order to clarify the intellectual property license granted with Contributions from any person or entity, the University 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 University and users of its products; it does not change your rights to use your own Contributions for any other purpose.

This version of the Agreement allows an entity (the "Corporation") to submit Contributions to the University, to authorize Contributions submitted by its designated employees to the University, and to grant copyright and patent licenses thereto.

If you have not already done so, please complete, sign and send two original copies of this Agreement to Alan Williams or Stuart Owen, The University of Manchester, School of Computer Science, Oxford Road, Manchester M13 9PL, UK. The Agreement will then be countersigned and one copy returned to you for your records.

Corporation name: _____ "Corporation"

Corporation address: _____

Point of Contact: _____

E-Mail: _____

Telephone: _____ Fax: _____

The Corporation agrees to the following terms and conditions for the Corporation's present and future Contributions submitted to the University. In return, the University shall not use the Corporation's Contributions in a way that is contrary to the public benefit or inconsistent with its nonprofit status and bylaws in effect at the time of the Contribution. Except for the licence granted herein to the University and recipients of software distributed by the University, the Corporation reserves all right, title, and interest in and to Corporation Contributions.

1. Definitions.

"You" (or "Your") shall mean the Corporation, as the copyright owner or legal entity authorized by the copyright owner that is making this Agreement with the University. 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 any original work of authorship, including any modifications or additions to an existing work, that is intentionally submitted by You to the University for inclusion in, or documentation of, any of the products owned or managed by the University (the "Work"). For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to the University 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, the University 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."

"Parties" shall mean The University and the Corporation.

2. Grant of Copyright License. Subject to the terms and conditions of this Agreement, You hereby grant to the University and to recipients of software distributed by the University a perpetual, worldwide, non-exclusive, royalty-free, irrevocable copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute Your Contributions and such derivative works.

3. Grant of License. Subject to the terms and conditions of this Agreement, You hereby grant to the University and to recipients of software distributed by the University a perpetual, worldwide, non-exclusive, royalty-free, irrevocable (except as stated in this section) license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work. If any third-party organization 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 You shall inform the University within 5 working days of notice of such patent litigation in order for the University to take all appropriate action it deems necessary in relation to such patent litigation.

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 6 for submissions on behalf of others).

6. Should You wish to submit work that is not Your original creation, You may submit it to the University 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: Third Party Name _____"

7. It is your responsibility to notify the University 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 University.

8. **Dispute Resolution.** The Parties shall attempt in good faith to negotiate a settlement to any dispute arising between them out of or in connection with this Agreement within 30 business days of the dispute arising.

If the dispute cannot be resolved, then the Parties shall attempt to settle it by mediation in accordance with the Centre for Dispute Resolution (“CEDR”) Model Mediation Procedure from time-to-time in force.

To initiate the mediation a party to the Agreement must give notice in writing (the “ADR Notice”) to the other party requesting a mediation in accordance with this clause 8. The mediation is to take place not later than 30 Business Days after the ADR Notice. If there is any issue on the conduct of the mediation upon which the Parties cannot agree within 14 Business Days of the ADR Notice, then CEDR shall, at the request of either party, decide the issue for the Parties, having consulted with them.

Unless otherwise agreed, all negotiations connected with the dispute and any settlement shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.

If the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by both the Corporation and the University.

If the Parties fail to reach agreement within 60 Business Days of the initiation of the mediation, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the courts.

9. General.

- a) For the purposes of clarity this Agreement constitutes a contract for the grant of license and not a contract of employment.
- b) No waiver by either party of any of its rights under this Agreement shall release the other party from full performance of its other obligations stated herein.
- c) Nothing in this Agreement shall be deemed to constitute, evidence or comprise a partnership between the parties or to constitute either party the agent of the other.
- d) Neither party may assign its rights under this Agreement in whole or in part to any person, firm or company without the prior written agreement of the other party.
- e) No amendment, waiver, or variation, of this Agreement, whether in whole or in part, shall be binding on the parties unless set out in writing and signed by or on behalf of the parties by their duly authorised representatives.

f) If any provision of this Agreement is held by a competent authority to be illegal, invalid, or unenforceable, whether in whole or in part, the validity of the remainder of the relevant provision and the remaining provisions shall not be affected or prejudiced.

g) Each party shall, at its own cost and expense, from time to time do or procure the execution of all documents as may be reasonably necessary in order to give effect to the provisions of this Agreement.

h) The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

i) This Agreement shall be governed by and construed in accordance with English Law and the parties hereby agree to submit to the exclusive jurisdiction of the English courts.

Signed on behalf of Corporation

Signature: _____

Name: _____

Title: _____

Date: _____

Signed on behalf of The University

Signature: _____

Name: _____

Title: _____

Date: _____

Schedule A

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