



The Fluid Project  
www.fluidproject.org

**Software Grant and Corporate Contributor License Agreement ("Agreement") v1.1**

Thank you for your interest in the Fluid project led by the University of Toronto (the "University") represented by the Adaptive Technology Resource Centre. 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 its users; 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 and send an original signed Agreement to

Attention: Fluid Project  
Adaptive Technology Resource Centre , J.P. Robarts Library, First Floor  
University of Toronto  
130 St. George St.  
Toronto, Ontario, Canada, M5S 1A5.

If necessary, you may send it by facsimile to the University, Attention: Fluid project at +1-416-971-2629. Please read this document carefully before signing and keep a copy for your records.

Corporation name: \_\_\_\_\_

Corporation address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Point of Contact: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

You accept and agree to the following terms and conditions for Your present and future Contributions submitted to the University. In return, the University shall not use Your 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 license granted herein to the University and recipients of software distributed by the University, 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 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 the code, documentation or other original works of authorship 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 University for inclusion in, or documentation of, any of the products owned or managed by the University (the "Work"). Portions of original works submitted by You but created by others shall be considered Contributions of the others. 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."

**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, no-charge, 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 Patent License.** Subject to the terms and conditions of this Agreement, Contributor hereby grants to University and to recipients of software distributed by University a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by Contributor that are necessarily infringed by Contribution(s) alone or by combination of Contribution(s) with the Work to which such Contribution(s) were submitted.

If any entity institutes patent litigation against Contributor or any other entity (including a cross-claim or counterclaim in a lawsuit) alleging that Contribution, or the Work to which Contributor has 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.

Any patent license granted hereby by an academic institution with respect to contributions by an individual employed by the institution is limited to patent claims where the individual that is the author of the Work is also the inventor of the patent claims licensed, and where the academic institution has the right to grant such license under applicable grant and funding agreements. No other express or implied licenses are granted.

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. YOU SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND FURTHER DISCLAIMS ANY STATUTORY WARRANTY OF NON-INFRINGEMENT OR TITLE.

7. 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: [named here]".

8. 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.

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.]