## Originator Profile Collaborative Innovation Partnership Software Grant and Corporate Contributor License Agreement ("Agreement") v 20251001

Thank you for your interest in Originator Profile Collaborative Innovation Partner ship (the "OP-CIP"). In order to clarify the intellectual property license grante d with Contributions from any person or entity, the OP-CIP 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 OP-CIP 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 OP-CIP, to authorize Contributions submitted by its designated emp loyees to the OP-CIP, and to grant copyright and patent licenses thereto.

If you have not already done so, please complete and sign, then scan and email a p df file of this Agreement to opcla@originator-profile.org.

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

Corporation name:		
Corporation address:		 · <del></del>
Point of Contact:		
E-Mail:		
Telephone:	Fax:	

You accept and agree to the following terms and conditions for Your present and fu ture Contributions submitted to the OP-CIP. In return, the OP-CIP shall not use Yo ur Contributions in a way that is contrary to the public benefit or inconsistent w ith its nonprofit status and bylaws in effect at the time of the Contribution. Exc ept for the license granted herein to the OP-CIP and recipients of software distributed by the OP-CIP, You reserve all right, title, and interest in and to Your Con tributions.

## 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 OP-CIP. For legal entities, the entity making a Contribution and all other entities that control, are controll ed 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, d irect 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 out standing shares, or (iii) beneficial ownership of such entity.

"Contribution" shall mean the code, documentation or other original works of authorsh reship expressly identified in Schedule B, as well as any original work of authorsh ip, including any modifications or additions to an existing work, that is intentionally submitted by You to the OP-CIP for inclusion in, or documentation of, any of the products owned or managed by the OP-CIP (the "Work"). For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to the OP-CIP or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue track ing systems that are managed by, or on behalf of, the OP-CIP 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 Agreeme nt, You hereby grant to the OP-CIP and to recipients of software distributed by th e OP-CIP a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocab le 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, You hereby grant to the OP-CIP and to recipients of software distributed by the OP-CIP 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 You that are necessarily infringed by Your Contribution(s) alone or by combination of Your Contribution(s) with the Work to which such Contribution(s) were submitted. If any entity institutes patent litig ation 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 licen

ses granted to that entity under this Agreement for that Contribution or Work shall terminate as of the date such litigation is filed.

- 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 se ction 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 AN Y KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICU LAR PURPOSE.
- 7. Should You wish to submit work that is not Your original creation, You may subm it it to the OP-CIP separately from any Contribution, identifying the complete det ails of its source and of any license or other restriction (including, but not lim ited to, related patents, trademarks, and license agreements) of which you are per sonally aware, and conspicuously marking the work as "Submitted on behalf of a thi rd-party: [named here]".
- 8. It is your responsibility to notify the OP-CIP 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 OP-CIP.

The Originator Profile Charter is available at https://originator-profile.org/en-U S/charter/, which provides guidance for all participants to utilize OP technology. By signing this Agreement, you are deemed to have agreed to fully respect the prin ciples of the Originator Profile Charter in developing technology and contributing to the community.

Please sign:	 Date:
Title:	
Corporation:	

Schedule A					
[Initial list of	designated	employees.	NB: authori	zation is not	tied to particula
r Contributions.]					
_					
					<del></del>
					<del></del>
	<del></del>			<del></del>	
				<del></del>	
Schedule B [Identi	ification of	optional c	oncurrent s	oftware grant.	Would be left bl
ank or omitted if	there is no	concurrent	software g	rant.]	
[describe grant he	ere]				