

OPEN SOURCE CONTRIBUTION AGREEMENT

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This Open Source Contribution Agreement (this "**Agreement**" or "**CLA**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[PROJECT STEWARD LEGAL NAME], a [STATE] [ENTITY TYPE] / the maintainer of the [PROJECT NAME] project with its [principal place of business / address] at [PROJECT STEWARD ADDRESS] (the "**Project**"); and

[CONTRIBUTOR NAME], [a [STATE] [ENTITY TYPE] / an individual] with its [principal place of business / address] at [CONTRIBUTOR ADDRESS] (the "**Contributor**").

The Project and the Contributor are each a "**Party**" and together the "**Parties**."

Recitals. The Project maintains the open source software project known as [PROJECT NAME] (the "**Project Software**"), which is made available under [OPEN SOURCE LICENSE, e.g. the Apache License, Version 2.0 / the MIT License] (the "**Project License**"). The Contributor wishes to submit code, documentation, or other materials to the Project. This Agreement clarifies the intellectual property rights granted by the Contributor so the Project can use and redistribute those contributions with confidence. This Agreement does not change the rights the Contributor retains in its own work; it grants licenses to the Project. In consideration of the mutual promises below, the Parties agree as follows.

1. Definitions

1.1 Contribution. "**Contribution**" means any original work of authorship, including any modifications or additions to existing work, that the Contributor intentionally submits to the Project for inclusion in or documentation of the Project Software. "Submitted" means any form of electronic, verbal, or written communication sent to the Project or its representatives, including communication on mailing lists, source code control systems, and issue or pull-request tracking systems, but excluding communication conspicuously marked or otherwise designated in writing by the Contributor as "Not a Contribution."

1.2 Project Software. "**Project Software**" means the software, content, and materials maintained and distributed by the Project under the Project License.

1.3 Copyright. "**Copyright**" means all rights protecting works of authorship, including copyright, moral, and neighboring rights, for their full term.

1.4 Patent Claims. "**Patent Claims**" means patent claims owned or controlled by the Contributor that are necessarily infringed by the Contribution alone or by combination of the Contribution with the Project Software to which it was submitted.

2. Copyright License

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2.2 Retained ownership. The Contributor retains ownership of the Copyright in the Contribution. This Agreement grants licenses only; it does not transfer ownership.

2.3 Outbound licensing. The Project may license the Contribution to others under the Project License or any other license the Project uses for the Project Software, including future versions of the Project License.

3. Patent License

3.1 Grant. The Contributor grants to the Project and to recipients of software distributed by the Project a perpetual, worldwide, non-exclusive, royalty-free, irrevocable (except as stated in Section 3.2) license under the Patent Claims to make, have made, use, offer to sell, sell, import, and otherwise transfer the Contribution and the Project Software to which it was submitted.

3.2 Defensive termination. If any entity institutes patent litigation against the Contributor or any other entity alleging that the Contribution, or the Project Software to which the Contributor has contributed, constitutes direct or contributory patent infringement, then any patent licenses granted to that entity under this Agreement terminate as of the date such litigation is filed.

4. Representations and Warranties

4.1 Authority. The Contributor represents that it is legally entitled to grant the licenses in this Agreement. If the Contributor's employer has rights to intellectual property the Contributor creates, the Contributor represents that it has received permission to make the Contribution on behalf of that employer, that the employer has waived such rights for the Contribution, or that the employer has executed a separate contribution agreement with the Project.

4.2 Original work. The Contributor represents that each Contribution is the Contributor's original creation, or that the Contributor has identified the source and any license or restriction of any portion that is not the Contributor's original creation under Section 5.

4.3 No other warranties. Except for the representations in this Section, the Contribution is provided "as is," without warranty of any kind, express or implied, including warranties of merchantability, fitness for a particular purpose, title, or non-infringement, to the extent permitted by law. The Contributor is not expected to provide support for the Contribution except to the extent it chooses to do so.

5. Third-Party Materials

5.1 Disclosure. If the Contribution includes or depends on any work that is not the Contributor's original creation, the Contributor will identify that work, its source, any associated license, and any restriction of which the Contributor is personally aware, by including a complete description with the Contribution (for example, marking it "Submitted on behalf of a third party: [NAME]").

5.2 Compatibility. The Contributor will use reasonable efforts to ensure that any third-party material included in a Contribution is licensed in a manner compatible with the Project License.

6. Project Discretion

6.1 No obligation to use. The Project is not obligated to use, include, or distribute any Contribution. The Project may accept, reject, or remove any Contribution in its discretion.

6.2 **Attribution.** The Project will retain Contributor attribution where required by the Project License and may, but is not required to, provide additional attribution.

7. Notice of Inaccuracy

7.1 **Duty to update.** The Contributor will notify the Project in writing of any facts or circumstances of which the Contributor becomes aware that would make the representations in this Agreement inaccurate in any respect.

8. Term

8.1 **Effectiveness.** This Agreement applies to all Contributions the Contributor submits to the Project, whether before or after the Effective Date, and the licenses granted are irrevocable except as stated in Section 3.2.

8.2 **Survival.** The license grants and representations survive any end of the Contributor's involvement with the Project.

9. General Provisions

9.1 **Relationship.** Nothing in this Agreement creates an employment, partnership, joint venture, or agency relationship between the Parties. The Contributor receives no compensation for Contributions unless separately agreed in writing.

9.2 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

9.3 **Assignment.** The Project may assign this Agreement to a successor entity or foundation that maintains the Project Software. The Contributor may not assign this Agreement.

9.4 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

9.5 **Entire agreement; amendment.** This Agreement is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

9.6 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.7 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

PROJECT	CONTRIBUTOR
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [TITLE / N/A]

Date: _____

Date: _____

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