Contributor License Agreement (Cover Sheet)

This Contributor License Agreement ("CLA") is entered into among Data 61, a business unit of the Commonwealth Scientific and Industrial Research Organisation (ABN 41 687 119 230) ("CSIRO"), referred to as the "Recipient" and the "contributor" identified below ("Contributor" or "you"), and governs all Contributions (as defined below). In order for you to submit Contributions to the Recipient, the Recipient must have a CLA on file that has been signed by you. The CLA consists of this Cover Sheet and the attached Terms and Conditions, as well as any schedules or attachments referenced therein.

Please read this CLA carefully before signing and keep a copy for your records. This CLA is a binding agreement. By signing this CLA, you will be granting a royalty-free, non-exclusive license to the Recipient to use the Contributions. However, you will retain ownership of the Contributions and will retain the right to use and license them to others (subject to the license granted to the Recipient under this CLA).

Please complete and sign this CLA, then scan and email a .pdf file of this CLA to CSIRO at cla@trustworthy.systems

You enter into this CLA, and agree to be bound by its terms, by signing this CLA and submitting a copy to the Recipient. The above means are the preferred means for you to submit the signed CLA. However, this CLA is still valid and binding if it is signed by you and received by the Recipient through other means. You acknowledge and agree that the Recipient is relying upon you entering into this CLA and agreeing to be bound by its terms when they choose to receive or use any Contributions.

[Cover Sheet continues on next page]

CONTRIBUTOR'S INFORMATION

Name of Contribu	tor (full legal name):
Specify Individua	or Company:*
If Contributor is a Contributor:	Company, full legal name and title of individual signing this CLA on behalf of
Name:	
Title: _	
Mailing Address:	
Country:	
Telephone:	
E-Mail:	
capacity)	hether Contributor is an individual (<i>i.e.</i> a human being acting in his or her individual by writing "Individual," or a company or other legal entity (other than an individual) by Company."
AGREEMENT I	SY CONTRIBUTOR (sign below):

The individual (*i.e.* human being) signing this CLA represents and warrants: (1) *she or he has read this CLA in its entirety and agrees to all of its terms and conditions*; (2) she or he is at least 18 years old and has the legal authority and capacity to enter into this CLA; (3) the information provided above is complete and accurate; (4) if Contributor is an Individual (as specified above), then she or he is the Contributor identified above; and (5) if Contributor is a Company (as specified above), then she or he has the authority to enter into this CLA on behalf of Contributor.

Contributor License Agreement (Terms and Conditions)

- **1.0 Definitions.** Terms defined in the Cover Sheet and not otherwise defined herein shall have the meanings set forth in the Cover Sheet.
- 1.1 "Affiliate" means with respect to a specified entity, any other person or entity that directly or indirectly controls, is controlled by or under common control with such specified entity. For the purposes of this definition, "control" means the ownership of more than 50% of the voting equity of the specified entity.
- 1.2 "Contributions" mean any and all code, documentation or other works of authorship, including any modifications or additions to an existing work, that is submitted by or on behalf of Contributor to either of the Recipients for inclusion in, use with, or otherwise in connection with, any Project. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication with either of the Recipients or its representatives, including communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, either of the Recipients in connection with the Project, but excluding a communication that is conspicuously marked or otherwise designated in writing by you, at the time of submission, as "Not a Contribution."
- 1.3 **"Project"** means any of the projects owned or managed by either of the Recipients, including the project hosted at https://github.com/NICTA/cogent/.
- 1.4 **"including"** means including without limitation.

2.0 Grant of Copyright License.

Subject to the terms and conditions of this Agreement, Contributor hereby grants separately to each of the Recipients an irrevocable, perpetual, non-exclusive, worldwide, no-charge, royalty-free, irrevocable license, under any and all copyrights owned by Contributor or licensable by Contributor (whether at the time of Contributor's submission or anytime thereafter) to use, reproduce, prepare derivative works of, publicly display, publicly perform, and distribute the Contributions (or portions thereof) and any such derivative works. If Contributor is a Company (as set forth on the Cover Page), then this license also includes any and all copyrights owned by or licensable by any of Contributor's Affiliates (whether at the time of Contributor's submission or anytime thereafter). This license includes the right to grant sublicenses.

3.0 Grant of Patent License.

Subject to the terms and conditions of this Agreement, Contributor hereby grants separately to each of the Recipients an irrevocable (except as set forth below in this section), perpetual, non-exclusive, worldwide, no-charge, royalty-free patent license, under any and all patents owned by Contributor (whether at the time of Contributor's submission or any time thereafter) to make, have made, use, offer to sell, sell, import, and otherwise transfer the Contributions and any derivative works thereof, whether alone or in combination with other works, where such license applies only to those patent claims that are necessarily infringed by the Contributions alone or by combination of the Contributions with the Project. If Contributor is a Company (as set forth on the Cover Page), then this license also includes any and all patents owned by or licensable by any of Contributor's Affiliates (whether at the time of Contributor's submission or anytime thereafter). This license includes the right to grant sublicenses, provided that: if any person or entity institutes patent litigation against Contributor (including a cross-claim or

counterclaim in a lawsuit) alleging that the Contributions constitutes direct or contributory patent infringement, then any patent sublicenses granted to that person or entity under this Agreement for that Contribution shall terminate as of the date such litigation is filed.

4.0 Representations and Warranties.

- 4.1 Contributor represents and warrants that Contributor is legally entitled to submit the Contributions that are submitted by or on behalf of Contributor to the Recipients and to grant the above licenses for all such Contributions. Contributor represents and warrants that Contributor is not violating or breaching any agreements or obligations Contributor may have with any other person or entity by either submitting any Contributions or granting the above licenses.
- 4.2 Contributor represents and warrants that Contributor (or, in the case where Contributor is a Company (as set forth in the Cover Page), Contributor's Affiliates) own all copyright rights in and to each Contribution, and that no Contribution contains any trade secrets or other confidential information of any person or entity.
- 4.3 Contributor represents and warrants that Contributor is not aware of any patent claims that would be necessarily infringed by the Contributions, either alone or in combination with the Project, that are not included in the license granted above.
- 4.4 Contributor agree to notify the Recipients of any facts or circumstances of which you become aware that would make any of these representations or warranties inaccurate in any respect.

5.0 Authorized Employees.

If Contributor is a Company (as set forth on the Cover Page), you agree to provide a list of authorized employees to the Recipients, and to keep such list up-to-date. This list shall identify those of Contributor's employees that are authorized to make Contributions on Contributor's behalf under this Agreement.

6.0 Support.

Contributor is not expected to provide support for its Contributions, except to the extent Contributor desires to provide support. Contributor may provide support for free, for a fee, or not at all. Unless required by applicable law, and except as set forth above, Contributor provides its Contributions on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE.

7.0 Waiver of Any Incompatible Terms.

If any Contribution is a modification or derivative work of any work owned by either of the Recipients, and such work is licensed by such Recipient to Contributor on license terms that are incompatible with the terms of this CLA, then such Recipient hereby waives such license terms, solely to the extent necessary to enable Contributor to grant the licenses granted hereunder and otherwise comply with Contributor's obligations hereunder, and such license terms otherwise remain in full force and effect.

* * *