

**Open Web Foundation Contributor License Agreement 0.9**

**Contribution Copyright Grant**

**For the:** \_\_\_\_\_

1. The Purpose of this Agreement. This Agreement sets forth the terms under which I will participate in the development of the Specification. Capitalized terms are defined in the Agreement's last section.

2. Copyright.

2.1. Grant. I grant to you a perpetual (for the duration of the applicable copyright), worldwide, non-exclusive, no-charge, royalty-free, copyright license, without any obligation for accounting to me, to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, distribute, and implement any Contribution to the full extent of my copyright interest in the Contribution.

2.2. Attribution. As a condition of the copyright grant, you must include an attribution to the Specification in any derivative work you make based on the Specification. That attribution must include, at minimum, the Specification name and version number.

3. No Other Rights. No express or implied patent, trademark, or other property rights are granted under this Agreement, including by implication, waiver, or estoppel.

4. Open Web Foundation Agreement 0.9 (OWFa 0.9) Execution. I acknowledge that the goal of this project is to develop a specification that will be subject to the OWFa 0.9. While I have no legal obligation to execute the OWFa 0.9 for any version of the specification being developed under this Agreement, I agree that the selection and terms of the OWFa 0.9 will not be subject to negotiation.

5. Antitrust Compliance. I acknowledge that I may compete with other participants, that I am under no obligation to implement the Specification, that each participant is free to develop competing technologies and standards, and that each party is free to license its patent rights to third parties, including for the purpose of enabling competing technologies and standards.

6. Non-Circumvention. I agree that I will not intentionally take or willfully assist any third party to take any action for the purpose of circumventing my obligations under this Agreement.

7. Representations and Warranties. I represent and warrant that 1) I am legally entitled to grant the rights set forth in this Agreement and 2) I will not intentionally include any third party materials in any Contribution unless those materials are available under terms that do not conflict with this Agreement.

8. Disclaimers. MY CONTRIBUTIONS ARE PROVIDED "AS IS." I expressly disclaim any warranties (express, implied, or otherwise), including implied warranties of merchantability, non-infringement, fitness for a particular purpose, or title, related to the Contribution. The entire risk as to implementing or otherwise using the Contribution is assumed by the Contribution implementer and user. IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR LOST PROFITS OR ANY FORM OF INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER FROM ANY CAUSES OF ACTION OF ANY KIND WITH RESPECT TO THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

9. Definitions.

9.1. Agreement. "Agreement" means this document, which sets forth the rights, grants, promises, limitations, conditions, obligations, and disclaimers made available for my Contributions to the particular Specification.

9.2. Bound Entities. "Bound Entities" means the entity listed below and any entities that the Bound Entity Controls.

9.3. Contribution. "Contribution" means any original work of authorship, including any modifications or additions to an existing work, that I intentionally submit for inclusion in the Specification, which is included in the Specification. For the purposes of this definition, "submit" means any form of electronic, oral, or written communication for the purpose of discussing and improving the Specification, but excluding communication that I conspicuously designate in writing as not a contribution.

9.4. Control. "Control" means direct or indirect control of more than 50% of the voting power to elect directors of that corporation, or for any other entity, the power to direct management of such entity.

9.5. I, Me, or My. "I," "me," or "my" refers to the signatory below and its Bound Entities, if applicable.

9.6. Specification. "Specification" means the specification as of the date of my last Contribution.

9.7. You or Your. "You," "you," or "your" means any person or entity who exercises copyright rights granted under this Agreement, and any person or entity you Control.

**Signing Instructions.** Individuals. When signing this Agreement as an individual, please sign the Agreement below and check the individual box.

Corporate/Entity. When signing this Agreement on behalf of a corporation, employer, partnership, or similar legal entity, ensure that an authorized individual signs the Agreement and states the highest entity in the corporate hierarchy that will be granting rights under this Agreement as the Bound Entity.

**By:** \_\_\_\_\_

(Authorized Signature)

**Name:** \_\_\_\_\_

(Print Name)

**On Behalf of:** \_\_\_\_\_

(Highest level **Bound Entity** that is bound to this Agreement)

**Date:** \_\_\_\_\_