

OPENDOF PROJECT CONTRIBUTION AGREEMENT

Thank you for Your interest in the OpenDOF Project, Inc., a Delaware corporation (the “**ODP**”). This ODP Contribution Agreement (the “**Agreement**”) sets forth the terms and conditions under which You, i.e., the individual or Entity listed below, may at Your discretion submit a Contribution to the ODP for its use in connection with ODP projects. We appreciate Your participation with ODP projects and desire that You understand what rights exist with respect to those Contributions which you choose to submit under this Agreement.

To make a Contribution, please complete, sign and send electronically this Agreement to the ODP at contributions@opendof.org. Please read this Agreement carefully before signing it. Also, please ensure that You keep a copy of this Agreement for Your records.

Please check the box below that applies to Contributions that You will make to the ODP. Please select one (but not both) of the following boxes. Individual Contributors (“Individual Contributors”) shall make Contribution on behalf of themselves as individuals. Entity Contributors are partnerships, limited liability companies, not-for-profit companies or associations, corporations or other legal entities recognized under applicable law (an “**Entity Contributor**”) which may desire to have a list of designated Entity Employees and Sponsored Individuals on file (using Schedule A, below) who are authorized to provide Contributions on behalf of the Entity Contributor.

Individual Contributor

Name: _____

Address: _____

E-Mail: _____

Telephone: _____

Facsimile: _____

Please sign: _____ Date: _____

Entity Contributor

Entity Name: _____

Entity Address: _____

Point of Contact: _____

Title: _____

E-Mail: _____

Telephone: _____

Facsimile: _____

Please sign: _____ Date: _____

List Your Designated Entity Employees and Sponsored Individuals on Schedule A.

You hereby accept and agree to the following terms and conditions for Contributions that are submitted by or for You to the ODP.

1. Definitions.

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3. The details of Your Contributions shall be specified using the Schedule B of this Agreement, and shall apply to all Contributions made on Your behalf.

4. Representations. With respect to Your Contributions:

- **You are able to Assign or Grant Copyright Rights to the ODP.** You represent that You are legally entitled to make the above copyright assignment and/or copyright license grant. You further represent that each Entity Employee or Sponsored Individual that is listed on Schedule A (or in a subsequent written modification made by You to that Schedule A) is authorized to submit Contributions on Your behalf.

- **Your Contribution is Subject to the Developer Certificate of Origin Statement.** You represent and certify that the origin of Your Contributions subject to the Copyright License provided for in Section 2 above, will be accurately represented by the Developer's Certificate of Origin set forth in Schedule D to this Agreement.
- **Notification of Changes.** You agree to notify the ODP of any facts or circumstances of which You become aware that would make these representations inaccurate in any respect.

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4. **ODP Project Designation Request.** You may specify which ODP Project(s) Your Contributions would best be suited for (using Schedule B of this Agreement) ; however, such designation is not binding on the ODP and also subject to the limitations in Section 5 of this Agreement.
5. **The ODP determines whether and how Your Contributions will be used on ODP Projects.** You understand that the decision to include Your Contributions in any product or source repository for an ODP project is entirely that of the ODP, and this Agreement does not guarantee that any assignment or license to a Contribution will be accepted by the ODP, or be included in any product, or that once accepted, that a Contribution will be included in the ODP Project You designate in the Contribution Form (Schedule B).
6. **Acknowledgement of Acceptance by ODP.** Upon ODP's initial acceptance, assignment or license to a Contribution from You, the ODP will send an acknowledgement of such acceptance to You, along with a copy of this Agreement, duly executed by the ODP, which will serve to control all Contributions made by You thereafter.
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7. **Copyright Notices.** As part of Your Contributions, You must provide the ODP with clear guidance as to any copyright notices which must be included by the ODP.
8. **Change of Employees or Sponsored Individuals Designated to Work on ODP Projects.** It is Your responsibility to notify the ODP of changes made to the list of designated Entity Employees and/or Sponsored Individuals on Schedule A that are authorized to submit Contributions for the Entity.
9. **Changes to this Agreement.** No modification, variation or amendment of this Agreement shall be effective unless it has been approved by the ODP in accordance with its By-Laws and is made in a writing that is signed by You and the ODP. However, the ODP reserves the right to select the use of a new Contribution Agreement with different or other terms to govern future Contributions that You may choose to submit to the ODP. If the ODP desires to use such new Contribution Agreement for Your Contributions, the terms of such new Contribution Agreement shall not apply unless You and the ODP have expressly agreed in writing to the terms therein.

10. **Entire Agreement.** With respect to the Contributions you make to the ODP pursuant to this Agreement, this Agreement constitutes the sole and entire agreement between You and the ODP regarding such Contributions, and supersedes all prior agreements and understandings (whether oral and written), between You and the ODP, with respect to such Contributions you make to the ODP pursuant to this Agreement.
11. **Governing Law.** This Agreement shall be construed, governed and controlled by the laws of the State of California, determined without reference or regard to any conflicts of law principles that would result in the application of the laws of a different state. Any dispute, claim or controversy arising out of, resulting from or relating to this Agreement shall be adjudicated only by a court of competent jurisdiction that is located in the State of California, United States of America, and You hereby irrevocably consent to such jurisdiction.
12. **Severability.** If any provision of this Agreement is determined to be illegal, invalid or unenforceable, then to the extent necessary to make such provision and/or this Agreement legal or otherwise enforceable, such provision shall be limited, construed or deleted from this Agreement and the remaining provisions shall survive and remain in full force and effect.
13. **Waiver.** The failure of the ODP to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver or other impairment of rights or any other provision herein.
14. **Headings.** The section headings in this Agreement are inserted as a matter of convenience and shall not define, limit, construe or describe the scope or extent of a section or affect the Agreement.
15. **Counterparts.** This Agreement may be executed in two counterparts, each of which will be considered an original and all of which together will constitute one and the same instrument.
16. **Notice of Export Control Law.** Cryptographic software is subject to the US government export control and economic sanctions laws ("US export laws") including the US Department of Commerce Bureau of Industry and Security's ("BIS") Export Administration Regulations ("EAR", 15 CFR 730 et seq., <http://www.bis.doc.gov/>). By You making a Contribution or other submission of software or technology related to encryption to the ODP and/or inclusion on the ODP web site, You may also be subject to US export laws, including the requirements of license exception TSU in accordance with part 742.15(b) of the EAR. It is Your responsibility to ensure compliance with US export laws when making a Contribution or other submission of software and technology to the ODP. Software and/or technical data subject to the US export laws may *not* be directly or indirectly exported, re-exported, transferred, or released ("exported") to then-current US embargoed or sanctioned destinations. US export laws prohibit the acceptance of contributions from nationals of embargoed and sanctioned countries. In addition, software and/or technical data may *not* be exported to an entity barred by the US government from participating in export activities. Denied persons or entities include those listed on BIS's Denied Persons and Entities Lists, and the US Department of Treasury's Office of Foreign Assets Control's Specially Designated Nationals List. The country in which you currently are located may have restrictions on the import, possession, use or re-export of encryption software. You are responsible for compliance with the laws where You are located.
17. **Signatures.** This Agreement shall not be effective unless and until it has been executed by or for each of You and the ODP.

IN WITNESS WHEREOF, the OpenDOF Project , Inc. and You have executed this Agreement through each of their duly authorized representatives.

OpenDOF Project, Inc.:

By: _____

Name: _____

Title: _____

Date: _____

You:

By: _____

Name: _____

Title: _____

Date: _____

Schedule A

**List of Designated Entity Employees
and Sponsored Individuals**

[List of Your Designated Entity Employees here.]

[List of Your Designated Sponsored Individuals here.]

Schedule B
Contribution Form

I. DESCRIPTION OF CONTRIBUTIONS:

Please describe generally the nature of Your Contributions:

II. PROJECT(S) DESIGNATION REQUEST:

Please designate which ODP Project(s) that You may desire for Your Contribution to be used:

III. COPYRIGHT NOTICE:

Please place copyright notice that You require for Your Contributions:

Schedule C

IV. DEVELOPER'S CERTIFICATE OF ORIGIN (DCO) AND SIGNOFF

1.1 Developer's Certificate of Origin (DCO)

By making this Contribution to the ODP, I certify that:

- (a) The Contribution was created in whole or in part by me and I have the right to submit it under the open source license indicated in the file; or
- (b) The Contribution is based upon previous work that, to the best of my knowledge, is covered under an appropriate open source license and I have the right under that license to submit that work with modifications, whether created in whole or in part by me, under the same open source license (unless I am permitted to submit under a different license), as indicated in the file; or
- (c) The Contribution was provided directly to me by some other person who certified (a), (b) or (c) and I have not modified it.
- (d) I understand and agree that this Contribution and any Project to which it may be incorporated are public and that a record of the Contribution (including all personal information I submit with it, including my sign-off) is maintained indefinitely and may be redistributed consistent with this project or the open source license(s) involved.

1.2 Signed-Off Process

Signed-off by: _____
(example: [Random J Developer <random@developer.example.org>](#))

