

Data Interoperability Standards Consortium  
Software Grant and Corporate Contributor License Agreement ("Agreement")

Thank you for your interest in the Data Interoperability Standards Consortium (DISC). In order to clarify the intellectual property license granted with Contributions from any person or entity, DISC 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 DISC and its users; it does not change your rights to use your own Contributions for any other purpose.

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If you have not already done so, please complete and sign, then scan and email a pdf file of this Agreement to [membership@datainteroperability.org](mailto:membership@datainteroperability.org). If necessary, send an original signed Agreement to  
Data Interoperability Standards Consortium (239 Hampden Ave. Narberth, PA 19072)

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

The body of the Software Grant and Corporate Contributor License Agreement (Agreement) begins with the immediately following paragraph, and for the sake of clarity, the information above is not part of the Agreement.

Software Grant and Corporate Contributor License Agreement

This Software Grant and Corporate Contributor License Agreement (Agreement) is made between Data Interoperability Standards Consortium (DISC), a Pennsylvania nonprofit corporation, 239 Hampden Ave., Narberth, PA 19072, and [insert name of entity here], the type of entity described below, and shall be effective as of the date specified below.

In consideration of the mutual promises set forth in this Agreement, including Your right to participate as a member in DISC and to be recognized into perpetuity as a contributor for all Your Contributions, regardless of Your membership or lack thereof with DISC, the grant and license herein given, and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which the parties acknowledge, the parties hereby agree as follows:

This version of the Agreement allows an entity (the "Corporation") to submit Contributions to DISC, to authorize Contributions submitted by its designated employees to DISC, and to grant copyright and patent licenses thereto. For clarity, while the term "Corporation" is used herein for brevity, this Agreement also covers other legal entities, such as limited liability companies, partnerships, etc.

Entity name: \_\_\_\_\_

Type of entity name (e.g., corporation, limited liability company (LLC), partnership):

\_\_\_\_\_

Entity address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Point of Contact: Name: \_\_\_\_\_

Title: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

You accept and agree to the following terms and conditions for Your present and future Contributions submitted to DISC. In return, DISC shall not use Your Contributions in a way that is contrary to the public benefit or inconsistent with its nonprofit status and bylaws in effect at the time of the Contribution. Except for the license granted herein to DISC and recipients of software distributed by DISC, You reserve all right, title, and interest in and to Your Contributions. In consideration of Your agreement, You shall have the rights and privileges of membership in DISC, as provided in the organization's bylaws, policies, and procedures, which are incorporated into this Agreement by reference, and You will be recognized as a contributor for all Your Contributions into perpetuity, regardless of Your membership or lack thereof with DISC.

#### 1. Definitions.

"You" (or "Your") shall mean the copyright owner, patent owner, other intellectual property right owner, or legal entity authorized by said owner that is making this Agreement with DISC, or the legal entity whose right(s) derive from the copyright owner that is making this Agreement. For legal entities, the entity making a Contribution and all other entities that control, are controlled 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, direct 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 outstanding shares, or (iii) beneficial ownership of such entity.

"Contribution" shall mean the code, documentation or other original works of authorship expressly identified in Schedule B, as well as any original work of authorship, including any modifications or additions to an existing work, that is intentionally submitted by You to DISC for inclusion in, or documentation of, any of the products owned or managed by DISC (the "Work"). For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to DISC or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, DISC 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 Agreement, You hereby grant to DISC and to recipients of software distributed by DISC a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable 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 DISC and to recipients of software distributed by DISC 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 litigation 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 licenses granted to DISC, 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 licenses, and that the party signing the Agreement on Your behalf has full legal authority to bind You to all the terms in the Agreement, and to make all the statements herein. 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, and that the Corporation will be fully bound by this Agreement with respect to all Contributions made by the employee(s) on Schedule A.

5. You represent that each of Your Contributions is Your original creation. You represent that Your Contribution submissions include complete details of any third-party license or other restriction (including, but not limited to, related patents and trademarks) of which you are personally aware and which are associated with any part of Your Contributions.

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 ANY KIND, either express or implied, including, without limitation, any warranties or conditions of NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE.

7. Should You wish to submit work that is not Your original creation, You may submit it to DISC separately from any Contribution, identifying the complete details of its source and of any license or other restriction (including, but not limited to, related patents, trademarks, and license agreements) of which you are personally aware, and conspicuously marking the work as "Submitted on behalf of a third-party: [named here]".

8. It is your responsibility to notify DISC 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 DISC Foundation.

9. This Agreement will be interpreted and enforced in accordance with the laws of the State of Pennsylvania, and the exclusive jurisdiction for any action related to this Agreement will be state and federal courts located in the State of Pennsylvania.

10. Any amendments or modifications to this Agreement must be in a writing signed by duly authorized representatives of the parties.

11. This Agreement, together with [description of other documents] and all related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Agreement regarding its subject matter and supersedes all prior and contemporaneous statements, understandings, agreements, representations, and warranties, both written and oral, regarding the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, [description of other documents], and the related exhibits and schedules (other than an exception expressly set forth as such in the schedules), the statements in the body of this Agreement shall control.

12. Indemnification. You agree to indemnify and hold DISC harmless against all losses, damages, costs, and expenses, including reasonable attorney fees, resulting from any breach of any of Your obligations, representations, or undertakings in this Agreement.

13. Limitation of Damages. The liability, if any, of DISC and/or its agents, servants, representatives, officers, directors, and employees for any claims, costs, damages, losses, and expenses for which they are or may be legally liable, whether arising in negligence or other tort, contract, or otherwise, will not exceed the cost of the membership fee actually paid by You. In no event will DISC and/or its agents, servants, representatives, officers, directors, and/or employees be liable for indirect, special, or consequential damages.

14. Severability. If any provision in this agreement is held to be invalid or unenforceable, it will be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this agreement.

15. No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party. Any purported assignment or delegation in violation of this Section shall be void.

16. Survival of licenses and grants. The parties specifically acknowledge that due to the perpetual nature of the licenses and grants made under this agreement, they shall continue even should You no longer be a member of DISC.

17. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns.

Please sign: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Corporation: \_\_\_\_\_

NOTE: A signature block should be added to this agreement (and the others) for DISC, to show that both parties are mutually bound and acknowledge all their rights and obligations.

## Schedule A

[Initial list of designated employees. NB: authorization is not tied to particular Contributions.]

## Schedule B

[Identification of optional concurrent software grant. Would be left blank or omitted if there is no concurrent software grant.]