

NASA  
INDIVIDUAL CONTRIBUTOR LICENSE AGREEMENT

In order to clarify the intellectual property license granted with Contributions from any person or entity, The United States of America as represented by the Administrator of the National Aeronautics and Space Administration ("NASA") must have a Contributor License Agreement ("Agreement" or "CLA") on file that has been signed by each Contributor, indicating agreement to the license terms below. These terms apply to Your Contributions to "Porous material Analysis Toolbox based on OpenFoam (PATO)," (ARC-16680-1C)" ("Project Software"), including source code, object code and accompanying documentation, if any. This license is for Your protection as a Contributor as well as the protection of NASA; it does not change Your rights to use Your Contributions for any other purpose.

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

1. Definitions.

- A. "You" or "Your" means the copyright/patent owner or legal entity authorized by the copyright/patent owner that is making this Agreement with NASA as a Contributor. 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.
- B. "Contribution" means any Work, including Your own Works and third party Works that you are authorized to submit, that is a Modification to the Project Software and that is intentionally submitted by You to NASA for inclusion in, or documentation of, the Project Software.
- C. "Contributor" means NASA, as the original developer of the Project Software, and any person or entity that makes a Contribution to the Project Software.
- D. "Derivative Work" shall have the meaning provided in Section 101 of Title 17, United States Code (Copyrights).
- E. "Modification" means any alteration of, including addition to or deletion from, the substance or structure of the Project Software, and includes Derivative Works.
- F. "Recipient" means anyone who acquires the Project Software, or any Contributions or Modifications to the Project Software.
- G. A Contribution is "submitted" when any form of electronic, verbal, or written communication is sent to NASA, 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, NASA for the purpose of discussing and improving the Project Software. You may exclude a communication with NASA from being a Contribution if the communication is in a document that is separate from any Contribution and is conspicuously marked or otherwise designated in writing by You as "Not a Contribution."
- H. "Work" means an original work of authorship fixed in any tangible medium of expression now known or later developed, from which it can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device, which is protected by copyright, including Derivative Works.

2. Contributor Grant of Copyright License. Subject to the terms and conditions of this Agreement, You hereby grant to NASA and to Recipients of Project Software distributed by NASA a perpetual, non-exclusive, worldwide, royalty-free, irrevocable (except as stated in Section 4) copyright license to use, distribute, reproduce, modify, redistribute, prepare Derivative Works of, publicly display, publicly perform, and sublicense Your Contributions and such Derivative Works.

3. Contributor Grant of Patent License. Subject to the terms and conditions of this Agreement, You hereby grant to NASA and to Recipients of Project Software distributed by NASA a perpetual, non-exclusive, worldwide, royalty-free, irrevocable (except as stated in Section 4) patent license to make, have made, use, distribute, reproduce, sell, offer to sell, import, and otherwise transfer Your Contributions and Derivative Works thereof, where such license applies only to those patent claims licensable by You that are necessarily infringed by Your Contributions alone or by combination of Your Contributions with the Project Software to which You submitted the Contributions.

4. If any Recipient, institutes patent or copyright litigation against NASA or any other Recipient (including a cross-claim or counterclaim in a lawsuit) alleging that the Project Software or a Contribution incorporated within the Project Software constitutes direct or contributory patent infringement or copyright infringement, then any patent and

copyright licenses granted to the litigating Recipient under this Agreement for the Project Software shall terminate as of the date such litigation is filed.

5. You represent and warrant that You are legally entitled to grant the above copyright and patent licenses. If Your employer(s) has rights to intellectual property that You create that includes Your Contributions, You represent that You have received permission to make Contributions on behalf of that employer, that Your employer has waived such rights for Your Contributions to NASA, or that Your employer has executed a separate Corporate CLA with NASA.
6. You represent that each of Your Contributions is Your own Work or is a third-party Work that you are authorized to submit (see section 7 for submissions on behalf of others). You represent that each of Your Contributions that is Your own Work is not subject to any agreements or licenses that will impose additional terms and conditions on the Project Software, other than those patent and copyright licenses referenced in Sections 2 and 3.
7. Should You wish to submit a Contribution that is not Your own Work, You may submit that third-party Work to NASA separately from Your own Work, 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 aware, and conspicuously marking that third-party Work as “Submitted on behalf of a third-party: [named here]”.
8. You agree to notify NASA of any facts or circumstances of which You become aware that would make these representations inaccurate in any respect.
9. 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 TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE.
10. Severability: If any provision of this Agreement is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this Agreement.
11. Applicable Law: This Agreement shall be subject to United States Federal law for all purposes, including, but not limited to, determining the validity of this Agreement, the meaning of its provisions and the rights, obligations and remedies of the parties.

By signing below, You acknowledge and affirm that You are the copyright/patent owner or an authorized representative of the copyright/patent owner, and that You agree to the terms and conditions of this Agreement for Your present and future Contributions submitted to NASA.

Please Sign: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

Country: \_\_\_\_\_

Please send completed Agreement to:  
Kimberly Minafra  
NASA Ames Research Center  
Moffett Field, CA 94035  
Telephone: (650) 224-4027  
Email: kimberly.minafra@nasa.gov