

**Open Management Infrastructure Project
Contribution Agreement**

Agreement dated this _____ day of _____, _____

BETWEEN

The Open Group, L.L.C., a limited liability company organized under the laws of the State of Delaware, 8 New England Executive Park, 2nd Floor, Burlington MA 01803-5007, USA (“The Open Group”)

and

_____, _____, _____,

(Individual or Organization) (Street Address) (City)

_____, _____, _____ (“Contributor or You”).

(State/Region) (Postal Code) (Country)

WHEREAS, The Open Group has established the Open Management Infrastructure Project for the benefit of its members, and

WHEREAS, Contributor wishes to make Contributions to the Project on the terms and conditions set out below,

IT IS HEREBY AGREED as follows:

1. DEFINITIONS

Contribution means a submission to the Project, including but not limited to source code, designs, and documentation.

Contributor means any individual or organization that has signed the Open Management Infrastructure Contribution Agreement.

Procedures means the Project Procedures as shall be determined from time to time by the Project Board and displayed on the Project web site.

Open Management Infrastructure Open Source License means the license as presented in Attachment 1 or as subsequently modified by agreement of the Project Board and displayed on the Project website.

Project means the Open Management Infrastructure Project.

Software means the Open Management Infrastructure software.

Sponsor means an organization that is a current member of the Project Board.

Project Board means the group set up to manage the work of the Project.

2. OBLIGATIONS OF CONTRIBUTOR

2.1. **Procedures.** The Contributor has reviewed, hereby approves and agrees to abide by this Agreement. Terms used in this Agreement have the same meaning as when the same terms are used in the Procedures. The Contributor agrees to act in accordance with the Procedures.

2.2. **Contribution.** The Contributor may submit Contributions to the Project subject to the terms of this Agreement.

2.3. **Antitrust Policy.** The Contributor agrees to comply with all applicable antitrust laws pertaining to the Contributor's participation in the Project. Nothing in this Agreement shall be construed to require or permit conduct that violates any applicable antitrust law. Contributor agrees that execution of this Agreement authorizes The Open Group to fulfill its reporting obligations on Contributor's behalf to the U.S. Government as set forth in the National Collaborative Research and Production Act of 1993 (15 U.S.C. §§4301, et seq.).

3. INTELLECTUAL PROPERTY

3.1. **Agreement to Grant Licenses.** When the Contributor makes a Contribution, the Contributor agrees that it is made under the terms of the Open Management Infrastructure Open Source License.

3.2. **Submission of Contributions.** The following criteria exist to minimize the possibility of the Project source code becoming inadvertently contaminated by inclusion of Contributions covered by other licenses or ownership.

Write access to the source code repository ("CVS Repository") for the Project is granted to a Contributor only upon approval of the Project Board. Individuals and organizations are required to provide a signed Contribution Agreement prior to the granting of such access.

If You make Contribution(s) to the Project, they are subject to the following representations and conditions. You understand and agree that (i) the Project Board retains sole discretion over the inclusion of and/or removal of any Contribution You may make; and (ii) any Contributions subsequently found to have breached or failed to fulfill the representations and conditions may be removed from the Project at the direction of the Project Board.

3.2.1. Original Contributions

3.2.1.1. You represent that each of Your Contributions is an original development, developed specifically for the Open Management Infrastructure Project, by the individual or organization making the contribution.

3.2.1.2. If You sign the Contribution Agreement as an individual, You represent that You are legally entitled to grant the above license. If Your employer(s) has rights to intellectual property you create that includes Your Contributions, You represent that you have received permission to make Contributions on behalf of Your employer and that Your employer has executed a separate Open Management Infrastructure Project Contribution Agreement with The Open Group.

3.2.1.3. If You sign the Contribution Agreement as an organization, You undertake that all of Your employees that make Contributions to the Project will be made aware of the terms of the Contribution Agreement as they relate to such Contributions.

3.2.1.4. Contributions developed for any other project, whether proprietary or open source, will not be accepted, except by the exception process described below.

3.2.1.5. All Contributions must be in accordance with the Procedures as displayed on the Project website.

3.2.2. **Exceptional Contributions**

3.2.2.1. All Contributions that do not meet the requirements of Section 3.2.1 (hereinafter, “Exceptional Contributions”) must be identified to the Project Board.

3.2.2.2. The Project Board may, in its sole discretion, grant exceptions for Exceptional Contributions.

3.2.2.3. To evaluate if such an exception will be made, a Contributor must provide to the Project Board a document detailing the following:

- the authors of the proposed Contribution.
- the portion of the Contribution written by persons other than the Contributor
- any other projects, either open source or proprietary, to which the Contribution has been contributed.
- any existing licenses that cover the Contribution by reason of inclusion in any other project or otherwise.
- any other materials upon which the Contribution is based.

The document must at a minimum contain a statement that the Contributor making the proposed contribution is entitled to make the proposed Contribution under the Open Management Infrastructure Open Source License, and may include other requirements as determined by the Project Board in its sole discretion.

3.3. **No Other License.** Except as expressly granted herein, no other license under any patent, copyright, or other intellectual property right is granted to or conferred upon any party by this Agreement or by the transfer of any information, either by implication, inducement, estoppel or otherwise.

4. **WARRANTY AND LIABILITY**

4.1. ALL MATERIALS AND INFORMATION PROVIDED BY THE OPEN GROUP, THE PROJECT BOARD, ITS SPONSORS, AND CONTRIBUTORS ("MATERIALS") ARE PROVIDED "AS IS", AND THE OPEN GROUP, THE PROJECT BOARD, ITS SPONSORS, AND CONTRIBUTORS MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE OPEN GROUP, THE PROJECT BOARD, ITS SPONSORS, OR CONTRIBUTORS BE LIABLE FOR DIRECT OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS, LOSS OF CONTRACT OR PRODUCTION OR USE, OR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER ECONOMIC DAMAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE FOR ANY LOSSES OR DAMAGE ARISING OUT OF OR RELATING TO THIS AGREEMENT.

4.2. The Contributor agrees that it and its representatives shall not submit a Contribution that it or its representatives knows infringes the intellectual property rights of any other Contributor or third party. Nothing in the foregoing is intended to create a duty for the Contributor to conduct a search of any patent databases or other records.

5. TERM AND TERMINATION

5.1. **Termination.** This Agreement may be terminated by either You or The Open Group upon written notice to the other.

6. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

7. SURVIVAL

The provisions of this Agreement which by their nature extend beyond the termination of this Agreement including but not limited to the obligations under Sections 3 (Intellectual Property) and 4 (Warranty and Liability), shall remain in effect beyond such termination.

AGREED AND ACCEPTED FOR AND ON BEHALF OF FOR AND ON BEHALF OF

The Contributor

Signature: _____
Name: _____
Title: _____
Date: _____

The Open Group

Signature: _____
Name: _____
Title: _____
Date: _____

Tick the appropriate box below to indicate the capacity in which you signing this agreement.

Individual Organization

ATTACHMENT 1

Open Management Infrastructure Open Source License

The Open Management Infrastructure project uses the Apache Version 2.0 License. This license applies to Open Management Infrastructure code, Open Management Infrastructure website content, and contributions to the Open Management Infrastructure wiki.

The license is as follows:

TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

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"License" shall mean the terms and conditions for use, reproduction, and distribution as defined by Sections 1 through 9 of this document.

"Licensor" shall mean the copyright owner or entity authorized by the copyright owner that is granting the License.

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