

Cherokee Contributor Agreement v1.0 for contributing to the Cherokee Source Repository

This document clarifies the terms under which You, the person listed below, may contribute software code, documentation, or other material described below (the "Contribution") to the Cherokee project managed by Alvaro Lopez Ortega.

In order to obtain the ability to commit changes to the Cherokee source repository and become a Committer, or submit patches directly or indirectly, you must indicate your agreement to the terms below by completing and signing this agreement and returning it to Alvaro Lopez Ortega by:

- Facsimile: If you wish to submit it by FAX, please contact alvaro@alobbs.com to receive further details.
- Scan (email): alvaro@alobbs.com (please note scan must show signature).

Please read this document carefully before signing and keep the original for your records. If you have questions about these terms, please contact us at alvaro@alobbs.com.

If you are employed as a software engineer, or if your employer is in the business of developing software, or otherwise may claim rights in the Contributions, you must confirm that your employer's policies permit you to contribute to open source projects and provide your employer's name.

1. Contact Information

- Full Name:
- Email:
- Phone Number:
- Mailing Address:
- Facsimile:
- Employer Name:

2. Treatment of Account. If access information is available, the Committer will not allow anyone other than the Committer to use the source repository login provided by the Cherokee Project to access a Cherokee source repository. Should Committer become aware of any such use, Committer will immediately notify Alvaro Lopez Ortega in the manner specified at the Cherokee Project website's Committer's instructions page. Until such notice is received, Committer will be presumed to have taken all actions made through Committer's account. Alvaro Lopez Ortega will have complete control and discretion over capabilities assigned to Committer's account, and may disable Committer's account for any reason at any time. Committer's name and account will be visible worldwide via the Internet.

3. Legal Effect of Contribution. Upon committing a change or new work to the Cherokee source Repository (a "Contribution"), you agree to assign, and hereby do assign, a one-half interest of all right, title and interest in and to copyright and other intellectual property rights with respect to your new and original portions of the Contribution to Alvaro Lopez Ortega in all worldwide common law and statutory rights associated with the copyrights, copyright applications and copyright registrations in Your Contribution, and to the extent allowable under applicable moral laws and copyright conventions, You agree never to assert against Alvaro Lopez Ortega or his licensees or transferees any moral rights therein.

"Contribution" is understood by both parts as any source code, object code, patch, tool, sample, graphic, specification, manual, documentation, email, comment, posting, communication or any other material posted or submitted by you to the Cherokee Project.

This agreement shall run with title to the Contribution. Alvaro Lopez Ortega does not convey to you any right, title or interest in or to the Program or such portions of the Contribution that were taken from the Program. Your transmission of a password to the Cherokee source Repository and marks of identification within the Contribution itself constitute your authentication of intent to contribute and your assignment of the work in accordance with the provisions of this Agreement.

You hereby grant Alvaro Lopez Ortega and to any party who receives Your Contribution, a perpetual, irrevocable, non-exclusive, worldwide, no-charge, royalty-free, license under any patents owned by or licensable by You at any time without payment to third parties, to make, have made, use, sell, offer to sell, import and otherwise transfer Your Contribution in whole or in part, alone or in combination with or included in any product, work or materials arising out of the Cherokee Project, and to sublicense the foregoing rights to third parties through multiple tiers of sublicensees or other licensing mechanisms at Alvaro Lopez Ortega's option.

Except as set forth above, the Committer retains all right, title and interest in and to the Contribution and may use the contribution for his own purposes. The assignment and licenses granted above are effective on the date of the first submission of a Contribution to Alvaro Lopez Ortega , even if such submissions preceded the date below.

4. License Terms. Code committed to the Cherokee source repository (Committed Code) must be governed by the license used by the Cherokee Project or another license acceptable to Alvaro Lopez Ortega. Committer will verify that Committed Code contains the text of another license acceptable to Alvaro Lopez Ortega. Until Alvaro Lopez Ortega declares in writing a license other than the GPL, only the GPL shall be used.

5. Representations, Warranty, and Indemnification. Committer represents and warrants that the Committed Code does not violate the rights of any person or entity, and that the Committer has legal authority to enter into this Agreement and legal authority over Contributed Code. Further, Committer indemnifies Alvaro Lopez Ortega against violations. If Your employer has rights to intellectual property that You create, You represent that You have received permission to make the Contribution on behalf of that employer, or that Your employer has waived such rights for the Contribution.

6. Cryptography. Committer understands that cryptographic code may be subject to government regulations with which Alvaro Lopez Ortega and/or entities using Committed Code must comply. Any code which contains any of the items listed below must either be checked-in explicitly identified as containing cryptography, or must not be checked-in until Alvaro Lopez Ortega has been notified and has approved such contribution in writing.

- a. Cryptographic capabilities or features; or
- b. Calls to cryptographic features; or
- c. User interface elements which provide context relating to cryptography; or
- d. Code which may, under casual inspection, appear to be cryptographic.

7. Notices. Committer confirms that any notices required will be included in any Committed Code and that they will be compatible with this contribution agreement.

8. Obligations. Committer understands that the decision to include the Contribution in any product or source repository is entirely that of Alvaro Lopez Ortega, and this agreement does not guarantee that the Contribution will be included in any product.

Printed Name:

Date:

Signed: