

# Apple Contributor Agreement

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## Preamble

This Apple Contributor Agreement (“Agreement”) is entered into and effective as of the \_\_\_\_ day of \_\_\_\_\_, 201\_ (the “Effective Date”) by and between **Apple Inc.**, a California corporation having its principal place of business at One Infinite Loop, Cupertino, California 95014, U.S.A. (“Apple”), and the **individual** named below (“You”). If the Contribution is on behalf of a company, the term “You” shall also include the company identified below.

*(PLEASE PRINT ALL OF THIS INFORMATION CLEARLY)*

**Full Name:** \_\_\_\_\_

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

**Email:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

**Employer Name & Address:** \_\_\_\_\_ (if any)

In consideration of the mutual covenants contained in this Agreement, You and Apple hereby agree as follows:

## Definitions

As used in this Agreement:

1.1 “Project” means software products or projects and related tools owned or managed by Apple and specifically identified in Exhibit A to this Agreement.

1.2 “Project Code” means any and all of the Project source code in its original form as open-sourced by Apple, the source code of any updates or upgrades to the Project subsequently released by Apple as open source and that have been expressly identified by Apple as such, and any tool, samples, graphics, specifications, manuals, documentation, or other materials related to the Project.

1.3 “Contribution” means: (a) any addition to or deletion from the contents of a file containing Project Code, Contributions, the combination of Project Code and any Contributions, and/or any respective portions thereof; and (b) any new file or other representation of computer program statements that contains any part of Project Code, Contributions, the combination of Project Code and any Contributions, and/or any respective portions thereof. Contribution shall include works which are submitted to Apple and which Apple has accepted for incorporation into a Project, even if such submission occurred prior to the execution of this Agreement.

## Rights and Obligations

2.1 With respect to any worldwide copyrights, or copyright applications and registrations, in Your Contribution: You hereby assign to Apple joint ownership, and to the extent that such assignment is or becomes invalid, ineffective or unenforceable, You hereby grant to Apple a perpetual, irrevocable, non-exclusive, worldwide, no-charge, royalty-free, unrestricted license to exercise all rights under those copyrights. This includes, at our option, the right to sublicense these same rights to third parties through multiple levels of sublicensees or other licensing arrangements;

You agree that each of us shall be free to use, execute, copy, make derivative works of, distribute, sell, license and otherwise transfer the Contribution and derivative works thereof at each party's sole discretion, without obligation of accounting to the other; You agree that You will not assert any moral rights in Your Contribution against Apple, Apple's licensees or transferees; and You agree that Apple may register a copyright in Your Contribution and exercise all ownership rights associated with it

2.2 Grant of Patent License. Subject to the terms and conditions of this Agreement, You hereby grant to Apple a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer (1) Your Contribution(s) and (2) the Project (or portions thereof), and to sublicense these same rights to third parties through multiple levels of sublicensees or other licensing arrangements, 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 Project to which such Contribution(s) were submitted.

2.3 You represent that your Contributions are your original work. You represent that you are legally entitled to grant the above license, and that you have full power to enter into this Agreement and to carry out your obligations under this Agreement. If your employer has rights to intellectual property to any portion of your Contributions, you represent that you have obtained written permission from your employer to submit the Contributions on behalf of your employer under these terms. You further represent that to the best of your knowledge your Contribution does not violate any third party's copyrights, trademarks, patents, or other intellectual property rights.

## General

3.1 This Agreement will not be construed as creating an agency, partnership, joint venture or any other form of legal association between You and Apple, and neither party will represent to the contrary, whether expressly, by implication, appearance or otherwise.

3.2 You will be responsible for any and all expenses You incur in relation to this Agreement. IN NO EVENT SHALL APPLE BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM THIS AGREEMENT, WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY OR OTHERWISE, EVEN IF APPLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3.3 If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. The waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.

3.4 This Agreement will be governed by the laws of the State of California, except that body of California law concerning conflicts of law. Any litigation or other dispute resolution between the parties relating to this Agreement shall take place in the Northern District of California, and the parties hereby consent to the personal jurisdiction of, and venue in, the state and federal courts within that District with respect to this Agreement. Except with respect to any policies, guidelines and procedures that may be adopted by Apple from time to time with respect to the Project, this Agreement and all attachments, set forth the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior understandings or agreements, written or oral,

regarding such subject matter. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but collectively shall constitute one and the same instrument.

**Accepted and Agreed:**

"You"

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Accepted and Agreed:**

"Apple"

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

Apple Ref: #C\_\_\_\_\_

## Exhibit A – Identification of Projects

Contributions to the following Apple-sponsored projects will be subject to the terms of this Agreement:

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