

CLIMSOFT Contributor Licence Agreement

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In order to clarify the intellectual property licence granted with Contributions from any person or entity, the Climsoft Project must have a Contributor Licence Agreement ("CLA") on file that has been signed by each Contributor, indicating agreement to the licence terms below.

This licence is for your protection as a Contributor as well as the protection of the Climsoft Project and users of its products; it does not change your rights to use your own Contributions for any other purpose.

If you have not already done so, please complete, sign and submit a scanned copy of this Agreement through the Climsoft Moodle website

http://www.met-elearning.org/moodle_v2/course/view.php?id=41

The Agreement will then be countersigned and this scanned copy will be attached to your profile on the Climsoft Moodle website where you will have access to it.

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

Full name: _____

Mailing Address: _____

Country: _____

Telephone: _____

Email: _____

Organisation (optional) _____

You accept and agree to the following terms and conditions for Your present and future Contributions submitted to the Climsoft Project. In return, the Climsoft Project shall not use Your Contributions in a way that is contrary to the public benefit and the interests of users of Climsoft CDMS and its associated products. Except for the licence granted herein to the Climsoft Project and recipients of software distributed by the Climsoft Project, You reserve all right, title, and interest in and to Your Contributions.

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"Working Day" shall mean a day other than a Friday and/or Saturday and/or Sunday or public holiday in a relevant legislation.

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If any third party makes any claim against You or any other entity, alleging that your Contribution, or the Work to which you have contributed, infringes the intellectual property rights of that third party, then You shall inform the Climsoft Steering Group within 5 Working Days of such claim in order for the Climsoft Steering Group to take all appropriate action it deems necessary in relation to the claim.

4. Your entitlement to enter into this Agreement

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5. Originality of Contributions

You represent that each of Your Contributions is Your original creation (see section 7 for submissions on behalf of others). You represent that Your Contribution submissions include complete details of any third-party licence 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. Provision of support

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.

7. Submission of other work

Should You wish to submit work that is not Your original creation, You may submit it to the Climsoft Project separately from any Contribution, identifying the complete details of its source and of any licence or other restriction (including, but not limited to, related patents, trademarks, and licence agreements) of which you are personally aware, and conspicuously marking the work as "Submitted on behalf of a third-party: Third Party Name _____"

8. Notification

You agree to notify the Climsoft Steering Group of any facts or circumstances of which you become aware that would make these representations inaccurate in any respect.

9. Limitations on compliance

If it is impossible for You to comply with any of the terms of this Contributor Agreement due to statute, judicial order or regulation, then You must: (a) comply with the terms of this Contributor Agreement to the maximum extent possible; and (b) describe the limitations and the code they affect. Such description must be placed in a text file submitted with the affected work, and the work itself should be conspicuously marked with the limitations.

Please sign: _____

Date: _____