

SchoolTool Contributor Agreement

for contributing to the SchoolTool Source Repository

In order to obtain the ability to commit changes to a SchoolTool source repository and become a Committer you must indicate your agreement to the terms below by completing and signing this agreement and returning it to The Shuttleworth Foundation, at the address: P.O. Box 4163, Durbanville, 7551, South Africa.

1. Contact Information

Name: _____

Employer Name: _____

Email: _____

Phone Number: _____

Address: _____

Preferred username: _____

2. Treatment of Account. Committer will not allow anyone other than the Committer to use the SchoolTool source repository login to access a SchoolTool source repository or other SchoolTool systems. Should Committer become aware of any such use, Committer will immediately notify TSF in the manner specified at the SchoolTool.org 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. TSF 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 SchoolTool 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 The Shuttleworth Foundation. You and The Shuttleworth Foundation each agree that the other shall be free to exercise any and all exclusive rights in and to the Contribution, without accounting to one another, including without limitation, the right to license the Contribution to others under the SchoolTool Public License. This agreement shall run with title to the Contribution. The Shuttleworth Foundation 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 SchoolTool 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.

4. License Terms. Code committed to the SchoolTool source repository (Committed Code) must be governed by the SchoolTool Public License or another license acceptable to both The Shuttleworth Foundation and the Open Source Initiative. Committer will verify that Committed Code contains the text of another license acceptable to both The Shuttleworth Foundation and the Open Source Initiative. Until The Shuttleworth Foundation declares in writing a license other than the SchoolTool Public Licence, only the SchoolTool Public Licence shall be used. In December 2003, The SchoolTool Public Licence is defined to be the GNU GPL. The Shuttleworth Foundation reserves the right on some future date to change The SchoolTool Licence to be another licence that is compliant with the Open Source Definition as published by the Open Source Initiative.

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 The Shuttleworth Foundation against violations.

6. Cryptography. Committer understands that cryptographic code may be subject to government regulations with which The Shuttleworth Foundation and/or entities using Committed Code must comply. Any code which contains any of the items listed below must either be checked-in to a SchoolTool module explicitly identified as containing cryptography, or must not be checked-in until Shuttleworth Foundation staff 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.

Signed: _____ Date: _____

Printed Name: _____