

# Agora Voting Contributor License Agreement 1.0 (AV-CLA 1.0)

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Please send any notifications regarding this license, including but not limited to the scanned signing of the agreement, to the following email address: [legal@agoravoting.com](mailto:legal@agoravoting.com).

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

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**"Code"** means the computer software code, whether in human readable or machine executable form, that is delivered by You to Agora Voting under this Agreement.

**"Project"** means any of the projects owned or managed by Agora Voting and offered under a license approved by the Open Source Initiative ([www.opensource.org](http://www.opensource.org)).

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## 2. Your Submission.

You must agree to the terms of this Agreement before making a Submission to any Project. This Agreement covers any and all Submissions that You, now or in the future (except as described in Section 4 below), Submit to any Project.

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- b. in the description accompanying Your Submission, include the phrase "Submission containing materials of a third party:" followed by the names of the third party and any licenses or other restrictions of which You are aware, and
- c. follow any other instructions in the Project 's written guidelines concerning Submissions.

## 4. Your Employer.

References to "employer" in this Agreement include Your employer or anyone else for whom You are acting in making Your Submission, e.g. as a contractor, vendor, or agent. If Your Submission is made in the course of Your work for an employer or Your employer has intellectual property rights in Your Submission by contract or applicable law, You must secure permission from Your employer to make the Submission before signing this Agreement. In that case, the term "You" in this Agreement will refer to You and the employer collectively. If You change employers in the future and desire to Submit additional Submissions for the new employer, then You agree to sign a new Agreement and secure permission from the new employer before Submitting those Submissions.

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### 7. Notice to Agora Voting.

You agree to notify Agora Voting to the email address indicated above of any facts or circumstances of which you later become aware that would make these representations inaccurate in any respect.

## 8. Information about Submissions.

Information about Submissions. You agree that contributions to Projects and information about contributions may be maintained indefinitely and disclosed publicly, including Your name and other information that You submit with Your Submission.

## 9. Governing Law/Jurisdiction.

This Agreement is governed by the laws of Madrid (Spain), and the parties consent to exclusive jurisdiction and venue in the federal courts sitting in Madrid (Spain), to the extent permitted by the law. The parties waive all defenses of lack of personal jurisdiction and forum non conveniens.

## 10. Entire Agreement/Assignment.

This Agreement is the entire agreement between the parties, and supersedes any and all prior agreements, understandings or communications, written or oral, between the parties relating to the subject matter hereof. This Agreement may be assigned by Agora Voting.

[Remainder of page intentionally left blank]

Please select with a cross one of the options below and sign as indicated. By signing, You accept and agree to the terms of this Contribution License Agreement for Your present and future Submissions to Agora Voting.

I have sole ownership of intellectual property rights to my Submissions and I am not making Submissions in the course of work for my employer.

Name (“You”): \_\_\_\_\_

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

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

Email: \_\_\_\_\_

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

I am making Submissions in the course of work for my employer (or my employer has intellectual property rights in my Submissions by contract or applicable law). I have permission from my employer to make Submissions and enter into this Agreement on behalf of my employer. By signing below, the defined term “You” includes me and my employer.

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

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

By: \_\_\_\_\_

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

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

Email: \_\_\_\_\_

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