



Contributor Agreement

The undersigned hereby acknowledges and agrees that:

1. I hereby grant and irrevocably assign and disclaim all of my right, title and interest whatsoever, throughout the world, in and to the Software and Assigned Contributions, terms defined below, to the Spark Development Network, Inc., an Arizona nonprofit corporation ("Spark") with full title and guarantee. If for some reason this assignment is not effective, I grant Spark a non-exclusive, royalty-free and perpetual license to use, copy, modify, communicate and make available to the public with no limitation and to distribute, in each case in an original or modified form of the Assigned Contributions as if it were their own.
2. The term "Software" refers to all computer programs and software owned by, and created for, Spark, including all source code, object code, screen displays and mockups, as well as the user interface, functionality concepts, and related documentation. A non-exclusive list of software is available at our website and may change from time to time.
3. The term "Assigned Contributions" refers to modifications or enhancements to the Software which I created, developed for and/or submitted to Spark, both prior to the date of this Contributor Agreement and in the future.
4. Spark Development Network may alter, modify or combine the Assigned Contributions; I also hereby disclaim and waive any claims to new versions, developments or derivative works involving the Software.
5. Spark will make the Software, which may include my Assigned Contributions, available to the public under a "Free / Open Source Software License", according to the Definition of that term published by the "Creative Commons License" available at <http://creativecommons.org/licenses/by-nc-sa/3.0/>. Spark reserves the right to change the license at any time or from time to time.
6. I release and will not pursue any claims against Spark or any user or contributor of the Software or the Assigned Contributions under a Free / Open Source Software License, for copyright, trademark or patent infringement related to or arising out of the use of the Software or Assigned Contributions.
7. Spark releases and agrees not to pursue any claims against me for copyright, trademark or patent infringement of any kind as a result of my use and development of the Software and/or the Assigned Contributions, except to the extent my actions violate this Contributor Agreement.
8. I agree to notify Spark if I am or become aware of potential disputes concerning intellectual property rights in the Assigned Contributions.
9. I hereby covenant and agree that I will assist and cooperate with Spark Development Network, or its designee, to secure rights in the Software together with copyrights, patents, trademarks, trade secrets or other related intellectual property rights.
10. My development and submission of the Assigned Contributions to Spark is not a breach of an employment or any other contract to which I am a party.
11. To the best of my knowledge I have the legal right to enter into this Contributor Agreement and have not infringed on any third party's intellectual property rights in creating, submitting and assigning the Assigned Contributions to Spark.
12. I agree that this Contributor Agreement is effective as of the date I sign below.

For the Individual:

Agreed: _____

Effective Date: _____

Printed Name: _____

Acknowledgement of Employer:

The Individual is an employee at _____.

I am the employee's supervisor or otherwise have the authority to execute this Acknowledgment on behalf of the Individual's employer.

I hereby confirm that the employee has not breached any employment agreement or intellectual property agreement by effect of assigning the employee's rights in the Assigned Contributions and Software to Spark.

On behalf of the employer, I further acknowledge that the Employer does not claim any separate intellectual property interest in the employee's Assigned Contributions.

For the Employer:

Agreed: _____

Effective Date: _____

Printed Name: _____

Title: _____