

TIDEPOOL PROJECT, A CALIFORNIA NON-PROFIT CORPORATION  
VOLUNTEER/CONTRIBUTOR LICENSE AGREEMENT

## Introduction

Thank you for your interest in the projects being administered by Tidepool Project (“Tidepool”). The form of license below is a document that clarifies the terms under which You, the person listed below, may contribute software source code, documentation, project management, product management, testing, graphic design, user interface design or other software-related services (the “Contributions”) to the project.

We appreciate your participation in our project, and your help in improving our products, so we want you to understand what will be done with the contributions that you make. This license is for your protection as well as the protection of Tidepool and its licensees; **it does not change your rights to use your own contributions for any other purpose.**

This agreement also makes it clear that you may be contributing, using, or testing software that may be regulated by the FDA or other regulatory agency. **With this agreement, you agree that you will not use pre-release Tidepool software to inform, influence, or direct any therapy adjustments or medical decision making in any way.**

Please complete the following information about you and the Contributions, and either:

- a) sign, scan and email it to [legal@tidepool.org](mailto:legal@tidepool.org), or,
- b) sign and mail a hard copy to Tidepool Project, 555 Bryant St. #429, Palo Alto, CA 94301, or
- c) if you are an individual, and your employer is not in the business of developing software or medical technology, or otherwise may not claim rights in the Contributions, you may send the following text as an email to [legal@tidepool.org](mailto:legal@tidepool.org), or as a comment with your GitHub pull request: “I agree to the terms of Tidepool Project’s Volunteer/Contributor License Agreement v1.0 as it exists at <http://tidepool-org.github.io/TidepoolVCLA.pdf> on <TODAY’S DATE>.”

If you have questions about these terms, please contact us at [legal@tidepool.org](mailto:legal@tidepool.org).

## Agreement

This agreement is between \_\_\_\_\_ (“You”) and Tidepool Project (“Tidepool”). You and Tidepool agree:

**1. You grant us the ability to use the Contributions in any way.** You hereby grant to Tidepool a non-exclusive, irrevocable, worldwide, royalty-free, sub-licenseable, transferable license under all of Your relevant intellectual property rights (including copyright, patent, and any other rights), to use, copy, prepare derivative works of, distribute and publicly perform and display the Contributions on any licensing terms, including without limitation: (a) open source licenses like the GNU General Public License (GPL), the GNU Lesser General Public License

(LGPL), the Common Public License, the Berkeley Science Division license (BSD) or the Tidepool Open Access to Health Data License; and (b) binary, proprietary, or commercial licenses.

**2. Grant of Patent License.** You hereby grant to Tidepool a worldwide, non-exclusive, royalty-free, irrevocable, license, under any rights you may have, now or in the future, in any patents or patent applications, to make, have made, use, offer to sell, sell, and import products containing the Contribution or portions of the Contribution. This license extends to patent claims that are infringed by the Contribution alone or by combination of the Contribution with other inventions.

**3. Limitations on Licenses.** The licenses granted in this Agreement will continue for the duration of the applicable patent or intellectual property right under which such license is granted. The licenses granted in this Agreement will include the right to grant and authorize sublicenses, so long as the sublicenses are within the scope of the licenses granted in this Agreement. Except for the licenses granted herein, **You reserve all right, title, and interest in and to the Contribution.**

**4. You are able to grant us these rights.** You represent that You are legally entitled to grant the above license. If Your employer has rights to intellectual property that You create, You represent that You have received permission to make the Contributions on behalf of that employer, or that Your employer has waived such rights for the Contributions.

**5. The Contributions are your original work.** You represent that the Contributions are Your original works of authorship, and to Your knowledge, no other person claims, or has the right to claim, any right in any invention or patent related to the Contributions. You also represent that You are not legally obligated, whether by entering into an agreement or otherwise, in any way that conflicts with the terms of this license. For example, if you have signed an agreement requiring you to assign the intellectual property rights in the Contributions to an employer or customer, that would conflict with the terms of this license.

**6. We determine the code and other works that are in our products.** You understand that the decision to include the Contribution in any product or source repository is entirely that of Tidepool, and this agreement does not guarantee that the Contributions will be included in any product.

**7. No Implied Warranties.** Tidepool acknowledges that, except as explicitly described in this Agreement, the Contribution is provided 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.

**8. No use of unregulated products for therapy adjustment or medical decision making.** I acknowledge that through this relationship, I may perform testing of and/or provide feedback for diabetes management software that is not currently approved for use by any regulatory

agency. As such, I agree that I will not use pre-release Tidepool software to inform, influence, or direct any therapy adjustments or medical decision making in any way.

Please sign: \_\_\_\_\_ Date: \_\_\_\_\_

Full name: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

\_\_\_\_\_ Fax: \_\_\_\_\_

\_\_\_\_\_ Country: \_\_\_\_\_

If you are employed as a software engineer, or if your employer is in the business of developing software or medical technology, or otherwise may claim rights in the Contributions, please provide information about your employer's policy on contributing to open source projects, including the name of the supervisor to contact in connection with such contributions:

---

---

---