

Contributor Licence Agreement — CLA (India)

Grants the project maintainer rights to use and relicense open-source contributions

HOW TO USE THIS TEMPLATE

1. Use when accepting code, documentation, or other contributions to your open-source project.
2. A CLA gives you rights to use contributions and to relicense your project if needed.
3. Two types: Individual CLA (for personal contributors) and Corporate CLA (for employees).
4. CLAs ensure you can always use contributions — even if the contributor changes their mind.
5. Make the CLA as simple as possible — overly complex CLAs reduce contribution rates.

PROJECT DETAILS

| | |
|-----------------------------------|--|
| Project Name | [Name of your open-source project] |
| Project Maintainer / Organisation | [Your company full legal name / Your name] |
| Project Repository | [GitHub / GitLab URL] |
| Current Project Licence | [MIT / Apache 2.0 / GPL / AGPL / Other] |
| CLA Type | [Individual CLA / Corporate CLA / Both] |
| Date of this CLA Version | [DD Month YYYY] |
| CLA Version Number | [v1.0] |

PART A — INDIVIDUAL CONTRIBUTOR LICENCE AGREEMENT

PARTIES

| | |
|--|------------------------|
| Contributor — Full Name | [Your full legal name] |
| Contributor — GitHub / GitLab Username | [Username] |
| Contributor — Email | [Email address] |
| Contributor PAN (if Indian resident) | [PAN Number] |
| Date | [DD Month YYYY] |

1. DEFINITIONS

"Contribution" means any source code, documentation, test cases, bug fixes, improvements, translations, or other creative work submitted by the Contributor to the Project in any form, including pull requests, patches, issues with proposed code, and any other submission that is intentionally submitted for inclusion in the Project.

"Submit" means any form of electronic, verbal, or written communication sent to the Project Maintainer or its representatives, including communication on version control systems, issue trackers, mailing lists, and forums.

"Project" means the software project named above and any related projects maintained by the Project Maintainer.

2. GRANT OF COPYRIGHT LICENCE

2.1 Subject to the terms of this Agreement, the Contributor grants to the Project Maintainer and all recipients of software distributed by the Project Maintainer a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright licence to reproduce, prepare derivative works of, publicly display, publicly perform, sub-licence, and distribute the Contribution and such derivative works.

2.2 Relicensing. The Project Maintainer may relicence the Project, including the Contribution, under any open-source licence approved by the Open Source Initiative, or under a commercial licence, provided that the Project Maintainer continues to make the Project available under an open-source licence.

3. GRANT OF PATENT LICENCE

3.1 Subject to the terms of this Agreement, the Contributor grants to the Project Maintainer and all recipients a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable patent licence to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such licence applies only to those patent claims licensable by the Contributor that are necessarily infringed by the Contribution alone or in combination with the Project to which the Contribution was submitted.

4. CONTRIBUTOR REPRESENTATIONS

4.1 The Contributor represents that: (a) the Contributor is the sole author of the Contribution and owns all rights in it; (b) the Contribution does not include any third-party material without proper authorisation; (c) the Contribution is the Contributor's original creation and to the best of their knowledge does not violate any third-party rights; (d) the Contributor is legally entitled to grant the above licences; (e) if the Contributor is an employee, they have obtained their employer's authorisation to make this Contribution; and (f) the Contribution does not include any material licensed under copyleft terms that would impose obligations on the Project beyond its current licence.

PART B — CORPORATE CONTRIBUTOR LICENCE AGREEMENT

PARTIES

| | |
|---|---|
| Corporation — Full Legal Name | [Company full legal name and CIN] |
| Corporation — Address | [Registered address] |
| Corporation — Authorised Representative | [Name and designation of signing authority] |
| Date | [DD Month YYYY] |

5. CORPORATE CLA PROVISIONS

5.1 The Corporation grants the same copyright and patent licences as in Parts A Clauses 2 and 3 above, for all Contributions made by the Corporation's employees to the Project.

5.2 Designated Employees. The Corporation shall maintain a list of employees authorised to make Contributions on behalf of the Corporation. Only Contributions from listed employees are covered by this Corporate CLA. The Corporation shall update this list as employees join or leave.

5.3 Corporate Representations. The Corporation represents that: (a) it has full legal authority to grant the licences in this Agreement; (b) employees making Contributions on behalf of the Corporation are doing so in the scope of their employment; and (c) the Contributions do not include any material owned by a third party without proper authorisation.

6. GOVERNING LAW AND GENERAL PROVISIONS

6.1 Governing Law. Governed by the Copyright Act 1957 and Indian Contract Act 1872.

6.2 No Obligation to Use. The Project Maintainer is under no obligation to accept, include, or use any Contribution.

6.3 Electronic Acceptance. This CLA may be accepted electronically (e.g., by checking a box, digitally signing, or making a commit after being notified of this CLA). Electronic acceptance is valid and binding.

6.4 No Compensation. No compensation is payable for Contributions under this CLA.

6.5 Amendment. The Project Maintainer may update this CLA. Contributors who have accepted a previous version need not re-accept unless making new Contributions.

EXECUTION

| PROJECT MAINTAINER | CONTRIBUTOR / CORPORATION |
|-----------------------------|----------------------------------|
| [Maintainer / Company Name] | [Contributor / Corporation Name] |
| Signature: _____ | Signature: _____ |
| Name: _____ | Name: _____ |
| Date: _____ | Date: _____ |

IMPORTANT NOTE

Major open-source projects including Apache, Linux Foundation, and Google use CLAs. Without a CLA, you may not be able to relicense your project, pursue commercial licensing, or defend against IP claims from contributors. Template only — not legal advice.

DEVELOPER CERTIFICATE OF ORIGIN AND CLA MANAGEMENT

7.1 Developer Certificate of Origin (DCO). By signing this CLA or making a Contribution, the Contributor certifies that: (a) the Contribution was created in whole or in part by the Contributor and they have the right to submit it under the open-source licence indicated in the file; (b) the Contribution is based on previous work that, to the best of the Contributor's knowledge, is covered under an appropriate open-source licence and the Contributor has the right to submit it under this Agreement; (c) the Contribution was provided directly to the Contributor by some other person who certified (a) or (b) above and the Contributor has not modified it; or (d) the Contributor understands and agrees that the Project and the Contribution are public and that a record of the Contribution (including all personal information they submit with it, including their sign-off) is maintained indefinitely as part of the Project's version control history.

7.2 CLA Management and Storage. The Project Maintainer shall maintain records of all executed CLAs, whether received electronically or in written form. Contributors who have executed this CLA shall be listed in the Project's CLA register. Where CLA acceptance is implemented via automation (CLA-bot or equivalent), the automated acceptance record shall be treated as an executed CLA for all purposes. The Project Maintainer shall make the list of CLA signatories available to the public on request.

7.3 Updating the CLA. The Project Maintainer may update this CLA to address new legal requirements or improve clarity. Contributors who have previously accepted this CLA are not required to re-accept for prior Contributions. For new Contributions made after a CLA update, Contributors shall be presented with the updated CLA and must accept the new version. The Project Maintainer shall give Contributors at least [30] days notice before a new CLA version takes effect.

7.4 Interaction with Employer IP Policies. If the Contributor makes Contributions during their employment, the Contributor's employer may have rights to the Contribution under applicable employment or IP laws. The Contributor is responsible for obtaining any necessary employer permission before submitting Contributions to the Project. The Project Maintainer recommends that corporate contributors use the Corporate CLA in Part B to ensure all employee Contributions are properly authorised. The Project Maintainer is not responsible for resolving disputes between Contributors and their employers regarding IP ownership of Contributions.

7.5 Inbound-Outbound Licensing Symmetry. The Project Maintainer acknowledges the principle of inbound-outbound licensing symmetry: Contributions are accepted under the same licence as the Project's outbound licence. If the Project is licensed under Apache 2.0, Contributions are accepted under Apache 2.0-compatible terms. If the Project changes its outbound licence (within the scope of Clause 2.2), the Project Maintainer represents that it will only do so in a manner consistent with the licences granted by all prior Contributors under this CLA, and that the new outbound licence will be compatible with the rights granted herein.