

TAPR PROJECT FUNDING AGREEMENT

Revision 13 December 2019

This Agreement between the individual or organization named below (“Developer”) and Tucson Amateur Packet Radio Corporation (“TAPR”) related to development of the [REDACTED] project (“Project”) is effective as of [REDACTED], 20[REDACTED]. Other individuals or organizations who have signed this Agreement related to the Project are also referred to as “Developers.””

1. Developer has requested TAPR to provide financial and other support (“Support”) in the development of the Project. TAPR is willing to provide that Support on the terms stated in this Agreement. Exhibit A states the initial amounts and types of Support which TAPR will provide.
2. The parties acknowledge that it is in the best interests of TAPR and the broader amateur radio community to make the Product available on an open basis, while protecting the investment that TAPR makes in providing the Support as well as in undertaking initial production of the Product. This Agreement is intended to further those interests.
3. As a condition of receiving Support, Developer acknowledges agrees that he or she will comply with the following terms regarding any Project output in tangible form (“Product”), such as electronic hardware:

- a. Subject to the other provisions of this Agreement, the Product will be licensed under the TAPR Open Hardware License (“OHL”). Each Developer will include a notice in the following form:

Copyright <year> TAPR
Licensed under OHL – <https://tapr.org/OHL>

in the Documentation, and in permanent form on the Product, that he or she develops. Developer may also include a notation stating Developer’s involvement such as: “Design by <name or call>”.

- b. Developer will regularly report to TAPR the progress of the Project, and upon request will promptly provide a complete set of the then-current Documentation (as that term is defined in the OHL).
 - c. TAPR will have the exclusive right to produce the initial manufacturing run of the Product. That exclusive right will terminate upon the earlier of [REDACTED] days after TAPR first ships units of the Product to paying customers (the “Exclusivity Period”).
 - d. Developer may release descriptions, photographs, and schematics of the Product to the public at any time, but may not provide Gerber files or other manufacturing documentation to anyone other than TAPR during the Exclusivity Period. Images of printed circuit boards released during the Exclusivity Period will not include copper traces of any layer. At the end of the Exclusivity Period, the Product will be subject only to the terms of the OHL, Developer may release any Documentation that he or she has created, and TAPR may in its discretion make the full Documentation available through its web site.
 - e. If additional developers join the Project team prior to the end of the Exclusivity Period, each new Developer must sign this Agreement and comply with its terms. To avoid doubt, this includes

agreeing to license any contribution he or she makes to the Product under the terms of the OHL.

4. (a) Developer hereby assigns to Tucson Amateur Packet Radio Corporation all of his or her right, title, and interest in and to any intellectual property of any form he or she creates or owns that is incorporated in the Project or the Project Documentation.

(b) TAPR hereby grants back to Developer a perpetual, royalty-free, assignable, and non-exclusive license, including the right to grant sublicenses, in and to all the intellectual property assigned to it by Developer under this Agreement, to use that intellectual property for any purpose whatsoever, including the making of derivative works, without limitation and without right of accounting.

(c) Unless Developer requests anonymity, TAPR will include Developer's name and if applicable callsign in the credits for the Project and in the Project Documentation.

(d) Neither TAPR nor Developer makes any representation or warranty to each other, to any other Developer, or to any third party, that the Project or the Project Documentation do not infringe the intellectual property rights of any third person. TAPR and Developer hereby disclaim any implied or express warranty of noninfringement.

5. Developer will submit itemized receipts and other documentation which TAPR reasonably requests to support all requests for reimbursement for Project expenses.

Signed:

TUCSON AMATEUR PACKET RADIO CORPORATION

By: _____

Printed Name: _____

Title: _____

Date: _____

DEVELOPER

Name: _____

Printed Name: _____

Date: _____

EXHIBIT 1
Description of Project Support