

**Copyright Assignment Agreement (“Agreement”)**

*between*

**the Open Source Geospatial Foundation (the “Foundation”)**

*and*

**the undersigned person or entity (“Contributor”)**

Individual \_\_\_\_\_ (Name)  
\_\_\_\_\_  
\_\_\_\_\_ (Repository Committer Name)  
\_\_\_\_\_ (E-mail address)  
  
\_\_\_\_\_  
\_\_\_\_\_ (Address 1)  
\_\_\_\_\_ (Address 2)  
\_\_\_\_\_ (Address 3)

**or**

Entity \_\_\_\_\_ (Entity Name)  
\_\_\_\_\_ (Officer Name)  
  
\_\_\_\_\_  
\_\_\_\_\_ (Address 1)  
\_\_\_\_\_ (Address 2)  
\_\_\_\_\_ (Address 3)

Dated \_\_\_\_\_ (“Effective Date”).

In order to build, improve, document, and share a body of software for geospatial data manipulation and analysis which can be freely used, entirely modified, and openly re-distributed, the Foundation and the Contributor named above hereby enter into this Agreement.

Contributors to the Geotools Project may memorialize the transfer of rights for their Submissions by signing a paper copy of this Agreement and sending that paper copy to the Open Source Geospatial Foundation at the address below:

Attn: Contributor Agreements  
The Open Source Geospatial Foundation  
14525 SW Millikan #42523  
Beaverton, Oregon, United States 97005-2343

An authorized representative of the Foundation will counter-sign the agreement and keep the signed agreement on file.

**Foundation and Contributor hereby agree as follows:**

**I. Definitions**

As used in this Agreement, the following terms have the following meanings:

The "Foundation" is the Open Source Geospatial Foundation, a not-for-profit corporation organized under the laws of the State of Delaware, USA.

The "Contributor" is the individual or entity so identified on the first page of this Agreement.

The "Project" is the collaborative effort known as the Geotools Project, currently described at <http://www.geotools.org> which initially aims to design and create an open source Java language library for the management and analysis of spatial, geographic data.

A "Submission" means any work of authorship that is sent by the Contributor (whether via the electronic exchange of such work of authorship or otherwise) to any Geotools Server, including without limitation code, scripts, documentation such as text and image instructions, descriptions, explanations, or comments, data such as tabular data, raster imagery or vector geometry files, and any other material that can be incorporated into the Geotools Project.

A "Geotools Server" means the portion of any computer used to make available or operate any portion of the Geotools Project, including, without limitation to protocol or computer type, file servers, collaborative editing "wiki" servers, code repository servers, mailing list servers, or task tracking system servers.

The "Open Source Initiative" is a public benefit corporation organized under the laws of the State of California described at <http://www.opensource.org> and which maintains a list of approved software licenses that conform with the open source definition, currently maintained at <http://www.opensource.org/licenses>.

A "Licensed Patent" is any patent or patent claim owned or controlled by the Contributor (or licensable by Contributor without payment of royalties to any third party that does not control, and is not controlled by or under common control with Contributor) that would be infringed, absent the license granted herein, by the exercise of the rights in the Submission, or any portion thereof, that are granted to the Foundation by Contributor hereunder. Licensed Patents, however, do not include any patents or patent claims that are infringed by the modification of the Submission by parties other than Contributor, or by the combination of the Submission with other technology or software not provided by Contributor, where such infringement would not have occurred but for such modification or combination, except where exercise of rights in the Contribution as part of the Geotools Project is not feasible without such modification or combination.

## **II. Assignment of Copyright**

The Contributor hereby assigns and transfers to the Foundation, to the extent permissible by law, all of Contributor's right, title, and interest, under copyright law, worldwide and in perpetuity for all material included in any Submission, including without limitation the right to register copyrights for the Submission in the name of the Foundation and to enforce against third parties any copyright interest in the Submission.

To the extent that the Contributor is deemed unable to transfer any of these rights in the Submission to the Foundation, the author hereby grants to the Foundation a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, license to use, copy, prepare derivative works of, publicly display or perform, distribute or license under any terms for any purpose the material.

## **III. Patents**

The Contributor hereby grants the Foundation, and its licensees, and sublicensees, under any and all rights of the Contributor under all Licensed Patents, the non-exclusive, worldwide, royalty-free patent license to make, use, sell, offer for sale, import and otherwise exploit the Submission and any portions thereof, solely as part of the Geotools Project, including any modifications and derivatives thereof.

## **IV. Representations of Contributor**

Contributor hereby represents that Contributor owns all copyright interests in and to the Submissions or otherwise is authorized to transfer and assign the rights granted to the Foundation under this Agreement.

Without limiting the foregoing representation, if the Submission is submitted with code or materials (such as code to which the Submission forms a patch or modification) that was not written by the Contributor, the Contributor represents that the Contributor has indicated, in the body of the Submission, the origin of any material that is not the original work of Contributor and the license, if any, under which the work is used.

Without limiting the foregoing representation, if Contributor has prepared the Submission in the course of employment for a third party, or if an employer of Contributor otherwise claims the copyright interest in works of authorship that are prepared by Contributor, Contributor represents that such employer has granted the Contributor permission to make the Submission on Contributor's behalf under the terms of this Agreement or that the employer has waived such rights in a manner sufficient to allow Contributor to make the Submission on Contributor's behalf under the terms of this Agreement. The Contributor further represents that the Contributor is not under any legal obligation to any third party, whether by having entered into an agreement or otherwise, that in any way that conflicts with the terms of this Agreement (such as a prior or superseding agreement requiring the Contributor to assign all rights in the Submission to a third party).

Without limiting the foregoing representation, Contributor represents that, to the actual knowledge of Contributor as of the date of this Agreement and without implication of a duty to investigate, the Submission in the form provided by Contributor hereunder will not violate any third party patent, trademark or trade secret right.

## **V. Obligations of the Foundation**

The Foundation hereby grants the Contributor the non-exclusive, perpetual, irrevocable, worldwide, royalty-free, license to use, copy, prepare derivative works of, publicly display or perform, and distribute the Submission.

In the event the Foundation makes the Submission available to third parties, it shall do so only in accordance with the requirements of the by-laws of the Foundation, currently hosted at

<http://www.osgeo.org/content/foundation/incorporation/bylaws.html>. In particular, the portions of the Submission integrated to the core library will be licensed to the third party under a license approved as an open source license by the Open Source Initiative, or any substantially similar license that meets the Open Source Definition or Free Software Definition. The specific license used will be chosen in suitable consultation with the group governing the Project. The portions of the Submission integrated to the Geotools documentation, web site, or other ancillary portions of the Geotools project may be licensed to the third party under any license with suitable terms for such material, including without limitation the GNU Free Documentation License or the Berkeley Software Distribution license. The portions of the Submission integrated into the code tutorials may be licensed to the third party under terms with fewer restrictions including without limitation placing the tutorial code into the public domain.

The Contributor understands that the decision to include the Submission in the Project is entirely that of the Foundation, and the Foundation will not be obligated to make the Submission available as part of the Project.

The Foundation acknowledges that, except as explicitly described in this Agreement, the Submission 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.

## **VI. Entire Agreement**

This agreement constitutes the entire agreement between the Contributor and the Foundation with respect to the subject matter herein, and supersedes any prior or contemporaneous agreements, written or oral. This Agreement may be modified only by a written agreement signed by both the Contributor and the Foundation.

## **VII. Assignment of Agreement**

In the event the Foundation assigns to a third party any of the rights in or to the Submissions that were assigned to the Foundation by Contributor hereunder, Foundation shall also assign the obligations of this Agreement with respect to such Submissions.

**VIII. Governing Law**

This Copyright Assignment shall be governed by and enforced in accordance with the laws of the State of California, without giving effect to any conflicts of law principles.

**IX. Severability**

If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

**X. Signatures**

***Contributor***

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

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

Entity Officer Title : \_\_\_\_\_

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

Entity Stamp: *(below, if available)*

Place : \_\_\_\_\_

***OSGeo Officer***

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

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

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

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

Place : \_\_\_\_\_

Open Source Geospatial Foundation hereby dedicates the copyright interest in the text of this Agreement, if any, to the public domain.