

# Assignment Agreement

## About this Assignment Agreement

*This Assignment Agreement has the following purposes:*

- *Enable Servoy to perform the role of steward over the code, including future iterations, without a complex and costly process of getting consensus of all contributors. This is needed for future library linking exceptions and decisions on licensing.*
- *Serve as documentation of the provenance of the code, which allows Servoy to keep records of the provenance of the code.*
- *Safeguard the freedoms of contributors so that Servoy cannot appropriate their contributions in a way that runs counter to the spirit of free software.*

*Please bear in mind that Servoy cannot accept contributions without a corresponding Assignment Agreement.*

### How to apply this assignment agreement

1. *Remove all text in italics, enter the information requested, print a copy of the agreement and sign and date the agreement.*
2. *Send a copy of the original by fax to Servoy B.V. to the attention of Jan Blok at +31 84 883 2297 or by postal mail to his attention at*

*De Brand 26  
3823 LJ Amersfoort  
The Netherlands*

3. *If you are employed (or otherwise working for a client under contract) then your contribution may be the property of your employer or client. You are responsible for obtaining from your employer or client any permission necessary for you to contribute to this project. Such permission should be provided alongside this assignment agreement as well.*

### The signatories

Servoy B.V. situated in Amersfoort, the Netherlands, at De Brand 26, hereby legally represented by Jan Blok, in his function of Chief Technical Officer, hereafter:

### Servoy

and

....., situated  
in ....., at ....., hereby  
legally represented by ....., in .....  
function of ....., hereafter:

optional in case of a contributor who is a natural person:

....., situated  
in .....,  
at ....., hereafter:

### Assignor

together referred to as:

# Parties

## Whereas:

- a. Servoy has made software named (name of the software) (hereafter: Code) available under the GNU Affero Public License (hereafter: GNU APL), a so-called open source license which allows others to participate in the development and maintenance of the Code;
- b. Assignor wishes to participate in such development and maintenance and also wishes its contributions to become part of the Code as endorsed by Servoy;
- c. Assignor understands Servoy's wish to be the sole copyright holder of the Code and that;
- d. Servoy needs to receive aforementioned intellectual property rights to the furthest extent as law permits in order to be able to govern the Code without prejudice to Assignor's interest in the Code remaining open source; and
- e. The Parties wish to memorialise these intentions in this Agreement.

## Declare to have agreed as follows:

### **1** *Definitions*

Unless the context clearly requires otherwise, terms starting with a capital are defined as follows:

- 1.1.1 Agreement: this Agreement.
- 1.1.2 Annex: attachments to this Agreement or one of its attachments that, after approval by the Parties, form an integral part of this Agreement.
- 1.1.3 Intellectual Property and Proprietary Rights ("IP"): means including but not limited to all inventions, improvements, methods, and patents, works of authorship, copyrights, database rights, trademarks, service marks, logos, slogans, trade names, trade secrets, know-how, mask work/semiconductor chip works, package designs, product designs, design (model) rights, portrait rights and rights of publicity and privacy, whether registered or unregistered, in all countries and territories world-wide and under any international convention, to the extent assignable by applicable law. This at the very least includes all and any exploitation rights subsequent to aforementioned intellectual property and proprietary rights.
- 1.1.4 Contribution: any works that Assignor wants to contribute to the Code.
- 1.1.5 Contributor: Assignor or a representative of Assignor that may contribute works to the Code on behalf of Assignor.

### **2** *Assignment of intellectual property*

- 1.2.1 Assignor hereby assigns to Servoy its IP to the Contribution(s) by means of this Agreement together with all relevant documents and descriptions as the case may be. In return Assignor receives from Servoy the right to use the Contribution(s) under respectively the GNU APL (for the the source code or object code of the software contributed itself), the Open Database License for databases and the Creative Commons Share-Alike license for all other works.

- 1.2.2 Servoy shall also allow Assignor for a general exception to the GNU APL in order to allow Assignor to use the Code, including any Contributions in conjunction with libraries that are published by their respective rights holders under a license that is not compatible with the GNU APL and/or to permit third parties to publish independent modules that interact with the Code and the Contributions to use their own terms and conditions for such third-party modules.
- 1.2.3 Assignor hereby grants an irrevocable Power of Attorney to Servoy to carry out whatever transactions and sign whatever documents may be necessary to complete the assignation of the Contribution(s) as here contemplated.
- 1.2.4 (In case Assignor is a natural person, this article should be omitted) Assignor assigns the persons mentioned in Annex 1 the power of attorney to perform subsequent assignments of future Contribution on behalf of Assignor as Contributors by providing them to to Servoy. Any such uploading of Contribution(s) by Contributors shall be deemed an additional assignment under this agreement.
- 1.2.5 Servoy shall maintain records of Assignor's and/or Assignor's Contributors' Contributions and make them available to Assignor upon request of Assignor. Servoy shall have the right to make these records available to third parties.
- 1.2.6 Assignor hereby expressly waives any claim based upon personal or neighbouring IP rights that Assignor or Assignor's Contributor(s) may claim with regard to the Contributions being assigned or to be assigned through this Agreement, other than the right to have ithe Assignor's name or the name of tAssignor's Contributor(s) mentioned as an author of the Contributions.
- 1.2.7 Servoy accepts the assignation assigned rights of use as described in this Agreement.
- 1.2.8 Once Servoy decides to include the Contribution to its mainline version of the Code, Servoy also takes on the obligation to make any such Contribution available to the general public under the GNU APL, under any version of the GNU APL Servoy wishes.

### **3 Date of assignation**

- 1.3.1 The assignation of the IP as set out at Art. 2 above takes place at the moment of signing of this Agreement for the first Contribution and takes place at the moment of provisioning of future Contributions by any means.
- 1.3.2 The assignation of the IP as set out at Art. 2 above is irrevocable and without (pre)conditions other than mentioned in this Agreement.

1.3.3

### **4 Indemnification**

- 1.4.1 Assignor hereby indemnifies against and holds Servoy harmless from damages or extra costs arising from or connected to any claims from third parties alleging infringement of intellectual property rights regarding the Contributions as set out at Annex 1 or any future Contributions.

### **5 Applicable law, dispute resolution and choice of forum and venue**

- 1.5.1 This Agreement and any agreements connected to or arising out of this Agreement shall be construed according to the law of the Netherlands, without reference to that country's conflict of law rules.

Initial Servoy:

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Initial Assignor:

1.5.2 The Parties will attempt to settle any disputes between them that may arise by negotiation in good faith. Disputes connected to or arising out of this Agreement between Parties or their legal successors that cannot be settled through negotiations will be brought before the district court of Utrecht, the Netherlands.

## **6 General provisions**

1.6.1 No changes or amendments to this Agreement shall be valid unless expressly agreed in writing and signed by authorised personnel of each Party.

1.6.2 If any provision of this Agreement, or the application of such provision to any person or circumstance, is declared by a court of competent jurisdiction, to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of this Agreement.

1.6.3 In the case of any conflict between the provisions of this Agreement and those of the Annex, then the provisions of this Agreement shall control.

Thus agreed on 5 pages of text (exclusive of Annexes), initialled and signed.

**Servoy B.V.**

.....

..... (date)

..... (date)

..... (place)

..... (place)

**Assignor's assignment officers under this agreement**

[...]