SOFTWARE CONTRIBUTION AGREEMENT

This AGREEMENT is made by and between the University of Basel, Petersgraben 35, CH- 4003 Basel, Switzerland (hereinafter referred to as "University of Basel")

and

Company/Institution Name	
Address	
Country	
Requesting Person	
E-Mail of Requesting Person	

(hereinafter referred to as "Contributor")

relating to the Contribution (as defined below) that Contributor makes to the following Project:_____ (hereinafter referred to as "Project")

Contributor accepts and agrees to the following terms and conditions for his past, present and future Contributions submitted to University of Basel.

Signatory for CONTRIBUTOR:

Authorized signature for Company/Institution:

_____   _____
SIGNATORY NAME and TITLE (printed)   PLACE, DATE and SIGNATURE

Acknowledging signature of the Requesting Person:

I have read and understood the terms of this Agreement.

_____   _____
SIGNATORY NAME and TITLE (printed)   PLACE, DATE and SIGNATURE

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<u>TERMS AND CONDITIONS</u>

1. <u>Definitions</u>

1.1 "Contribution" means any source code, object code, patch, tool, sample, graphic, specification, manual, documentation, or any other material posted or submitted by Contributor to the Project.

1.2 „Agreement" shall mean this document as signed by the authorized official of the Contributor.

2. <u>Grant/Scope of License</u>

With respect to any worldwide copyrights, or copyright applications and registrations, in Contributions:

- Contributor hereby assigns to University of Basel joint ownership, and to the extent that such assignment is or becomes invalid, ineffective or unenforceable, Contributor hereby grants to University of Basel a perpetual, irrevocable, non-exclusive, worldwide, no-charge, royalty-free, unrestricted license to exercise all rights under those copyrights. This includes, at University of Basel's option, the right to sublicense these same rights to third parties through multiple levels of sublicensees or other licensing arrangements;

- Contributor agrees that University of Basel can do all things in relation to Contributions as if University of Basel were the sole owner, and if University of Basel makes a derivative work of a Contribution, the one who makes the derivative work (or has it made) will be the sole owner of that derivative work;

- Contributor agrees that Contributor will not assert any moral rights in Contributions against University of Basel, University of Basel's licensees or transferees;

- Contributor agrees that University of Basel may register a copyright in Contributions and exercise all ownership rights associated with it; and

- Contributor agrees that neither Contributor nor University of Basel has any duty to consult with, obtain the consent of, pay or render an accounting to the other for any use or distribution of Contributions.

3. <u>Patents</u>

With respect to any patents Contributor owns, or that Contributor can license without payment to any third party, Contributor hereby grants to University of Basel a perpetual, irrevocable, non-exclusive, worldwide, no-charge, royalty-free license to:

- make, have made, use, sell, offer to sell, import, and otherwise transfer Contributions in whole or in part, alone or in combination with or included in any product, work or materials arising out of the project to which Contribution was submitted, and

- at University of Basel's option, to sublicense these same rights to third parties through multiple levels of sublicensees or other licensing arrangements.

4. <u>Rights of Contributor</u>

Except as set out above, Contributor keeps all right, title, and interest in Contributions. The rights that Contributor grants to University of Basel under these terms are effective on the date Contributor first submitted a contribution to University of Basel, even if Contributor's submission took place before the date Contributor signs this Agreement. Any contribution University of Basel makes available under any

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license will also be made available under a suitable FSF (Free Software Foundation) or OSI (Open Source Initiative) approved license.

5.   Warranty

5.1 Contributor covenants, represents, warrants and agrees that:

*   each Contribution that Contributor submits is and shall be an original work of authorship and Contributor can legally grant the rights set out in this Agreement;

*   to the best of Contributor's knowledge, each contribution will not violate any third party's copyrights, trademarks, patents, or other intellectual property rights; and

*   each contribution shall be in compliance with applicable export and import laws.

5.2 Contributor agrees to notify University of Basel if Contributor becomes aware of any circumstance which would make any of the foregoing representations inaccurate in any respect. University of Basel may publicly disclose Contributor's participation in the project, including the fact that Contributor has signed this Agreement.

6.   Miscellaneous

6.1 This Agreement herein or any part thereof under this Agreement are not assignable by Contributor without the prior written approval of University of Basel.

6.2 Neither party shall use the names or trademarks of the other, its related entities and its employees, or any adaptations thereof, in any advertising, promotional or sales literature, or in any securities reports required by the respective authorities, without the prior written consent of the party so affected.

6.3 Each party is acting as an independent contractor and not as an agent, partner, or joint venture with the other party for any purpose. Neither party shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other.

6.4 This Agreement sets forth the entire Agreement between the parties with respect to the subject matter hereof. No supplement, modification or amendment of this Agreement shall be binding, unless in writing signed by a duly authorized representative of each party to the Agreement.

6.5 Should some or several provisions of this Agreement be ineffective or invalid, or should there be an omission in this Agreement, the effectiveness, respectively the validity of the remaining provisions shall not be affected thereby. An ineffective, respectively, invalid provision shall be replaced by the interpretation of the agreement which comes nearest to the economic meaning and the envisaged economic purpose of the ineffective respectively, invalid provision. The same applies in the case of a contractual gap

6.6 The terms stipulated in this Agreement may not be modified in any way without the mutual consent of the parties in writing.

7.   Governing Law and Jurisdiction

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF SWITZERLAND. Any dispute arising from or in connection with this AGREEMENT will be finally settled by the courts of Basel-City, Switzerland.

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