

# KDAB Copyright Assignment Agreement

## Version 2.0

### **Preamble**

This preamble describes how to use the standard KDAB copyright assignment agreement. The rationale behind this assignment is to avoid any possible confusion over the legal ownership of KDAB software products, and to indemnify all KDAB users against copyright or patent claims related to contributed code used within KDAB products. The copyright holders (individual maintainers and KDAB) would be especially vulnerable to patent claims, but all users and their KDAB based applications could be affected.

The copyright assignment agreement gives KDAB ownership of your changes but promises that you will retain the right to use your contributed changes as you see fit. Once the agreement has been signed, if you wish you may also contribute future changes without requiring a separate assignment agreement.

The contribution described in the KDAB assignment agreement below will remain freely available to all users.

Because employers and colleges often can claim ownership over things that employees or students write it may be necessary get your employer/college to sign a disclaimer that says that they have no claim to the changes you are contributing.

Please read everything below under “If you are an employee” and, if you have any questions, email the KDAB maintainers at [info@kdab.com](mailto:info@kdab.com) for help.

Thanks for your contribution to KDAB!

The way to assign copyright to KDAB is to sign an assignment agreement. The agreement makes KDAB the legal copyright holder so that KDAB can register the copyright on the new version.

Appendix 2 contains the assignment agreement. Please replace <INSERT NAME OF CONTRIBUTOR> with your full name and fill in all the requested info.

Then, sign, date, and email the completed form to [info@kdab.com](mailto:info@kdab.com). We accept digitally signed copies of the completed form or scanned copies.

Don't forget to include the original signed copy of the employer's disclaimer. If printing, please try to fit the whole first page of the form on a single piece of paper. If it does not fit onto one printed page, print it on two sides of a single piece of paper, and attach the second page of the form. Please write the date using letters rather than numbers to avoid any confusion due to international day/month ordering conventions.

“If you are an employee”

If you are employed as a programmer (even at a university), or have made an agreement with your employer or school that gives them ownership of the software you write, then KDAB needs a signed letter from your employer disclaiming rights to the contributed software.

The disclaimer should be printed on the company's headed paper, and signed by an officer of the company, or someone authorized to license the company's intellectual property. Please refer to Appendix 1 for the wording.

If your employer says they do have an intellectual property claim that may conflict with the use of the program, then please contact the KDAB maintainers to discuss possible next steps.

## Appendix 1

### Disclaimer

\_\_\_\_\_ hereby disclaims all copyright interest in the changes and enhancements made by \_\_\_\_\_ to KDAB's software, including any future revisions of these changes and enhancements.

\_\_\_\_\_ affirms that it has no other intellectual property interest that would undermine this release, or the use of these changes and enhancements, and will do nothing to undermine it in the future.

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

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

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

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

## Appendix 2

### KDAB Copyright Assignment Agreement

#### Page 1

1. For good and valuable consideration, receipt of which I acknowledge, I, \_\_\_\_\_, hereby transfer to Klarälvdalens Datakonsult AB my entire right, title, and interest (including all rights under copyright) in my changes and enhancements to \_\_\_\_\_ and/or any other KDAB software (herein called the "Software"), subject to the conditions below. These changes and enhancements are herein called the "Work". The Work also includes any future changes and enhancements to the Software hereafter made by me, which I also hereby assign, unless KDAB is informed otherwise by me before or at the time KDAB receives such changes and/or enhancements.
2. Klarälvdalens Datakonsult AB agrees to grant me non-exclusive rights to use the Work (i.e. just my changes and enhancements, not the Software as a whole) as I see fit; (and KDAB's rights shall otherwise continue unchanged).
3. I hereby agree that if I have or acquire hereafter any patent or interface copyright or other intellectual property interest dominating the software enhanced by the Work (or use of that software), such dominating interest will not be used to undermine the effect of this assignment, i.e. KDAB, and the general public will be licensed to use, in that program and its derivative works, without royalty or limitation, the subject matter of the dominating interest. This license provision will be binding on my heirs, assignees, or other successors to the dominating interest, as well as on me.
4. I hereby represent and warrant that I am the sole copyright holder for the Work and that I have the right and power to enter into this contract. I hereby indemnify and hold harmless KDAB, its officers, employees, and agents against any and all claims, actions or damages (including attorney's reasonable fees) asserted by or paid to any party on account of a breach or alleged breach of the foregoing warranty. I make no other express or implied warranty (including without limitation, in this disclaimer of warranty, any warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE).

Agreed to by: \_\_\_\_\_

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

Date (YYYY-MM-DD): \_\_\_\_\_

For KDAB: \_\_\_\_\_

Date (YYYY-MM-DD): \_\_\_\_\_

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## Appendix 2

### KDAB Copyright Assignment Agreement Page 2

Please print your name here: \_\_\_\_\_

For the copyright registration, of which country are you a citizen?

\_\_\_\_\_

In which year were you born? \_\_\_\_\_

What is your email address? \_\_\_\_\_

A digitally countersigned copy of this agreement will be sent to the email address you provided. If you'd like a signed hardcopy of the agreement, please provide your mailing address here:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please provide a brief description of the contribution:

\_\_\_\_\_

\_\_\_\_\_

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KDAB Copyright Assignment Agreement

Page 3

Which files have you changed so far, and which new files have you written so far?

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Which login name or user identifier can we use to track your contributions in the source code history?