

**Copyright Assignment Agreement (CAA)
for an Individual Contributor
“CGAL Project”**

Between:

**INSTITUT NATIONAL DE RECHERCHE EN INFORMATIQUE ET EN
AUTOMATIQUE**

A Public Science and Technology Establishment governed under Decree n° 85-831 of 2 August 1985, Which has its head office at: Domaine de Voluceau - Rocquencourt - BP 105 - 78153 LE CHESNAY Cedex – France

Represented by its President and Chief Executive Officer, Antoine Petit and, by appointment for the purposes of the present, by Gérard Giraudon, Director of the Sophia Antipolis-Méditerranée Research Centre, located at 2004, route des Lucioles - BP 93 - 06902 Sophia Antipolis Cedex - France

Hereinafter referred to as **“Inria, We or Us”**

And

Name:

Surname:

Address:

Passport number

Hereinafter referred to as **“You or Contributor”**

Hereinafter individually and collectively referred to as “the Party” or “the Parties.”

IT HAVING BEEN PREVIOUSLY ESTABLISHED THAT:

The Computational Geometry Algorithms Library (CGAL library) is a collection of components contributed independently by various copyright owners.

Inria, member of the CGAL project, wishes to centralize copyright ownership on any new contribution integrated into CGAL in components whose Inria is the copyright owner, or at least one of the copyright owners.

This Copyright Assignment Agreement ("CAA or Agreement") documents the rights granted by contributors (You) to Us (Inria).

To make this agreement effective, please sign this Agreement in two (2) originals form and send it to Us by mail. This is a legally binding document, so please read it carefully before agreeing to it.

IT HAS BEEN AGREED AS FOLLOWS:

ARTICLE 1 – DEFINITION

“Software”: means the CGAL components listed in appendix 1, in their present version and

future versions, the holder(s) of which is (are)

and distributed under license

at the date of the signing of this Agreement or any other license chosen by Us.

“Contribution”: means any original contribution (work) protected by copyright, in particular modifications or development of new functionalities, of which You are the author, and that You intentionally submit to Us to be integrated into the CGAL Library with Inria’s approval end after acceptance by the CGAL editorial board after the review process. A Contribution includes its source code, as well as any specifications and documentation related thereto. The Contribution is described in the Appendix 2.

“You”: means you, the Contributor, as a physical and individual person, owning copyrights on your own Contributions and free from any obligation that may prevent you from developing and submitting those Contributions, to have them integrated in the library, accordingly with the conditions described in the present Agreement hereafter.

ARTICLE 2 – SUBJECT

This Agreement defines the conditions under which You assign, free of charge, the copyrights over your Contribution(s). It is specified that this copyright assignment is a necessary condition to enable Us to integrate your Contributions in the CGAL library.

ARTICLE 3 – EFFECT AND DURATION

The Agreement takes effect on the latest date of signing.

Exploitation rights on Your Contributions are assigned to Us for the duration of their corresponding copyright.

ARTICLE 4 – COPYRIGHTS ASSIGNED TO INRIA

It is stipulated that copyrights over Your Contribution(s), as assigned by You to Us, are the following:

- The right to reproduce, permanently or temporarily, all or part of Your Contribution(s), in any format, on any medium and by any technical means, present or future, necessary for their use.
- The right to represent all or part of the Contribution(s), in any place, public or not, through any form of communication, present or future, by the means referred to above.
- The right to adapt for purposes of freely carrying out, on any medium and by any technical means, any adaptation and/or modification of all or part of the Contribution(s), including with a view to developing derivative software and integrating the Contribution(s) into a future version of the Software. It is stipulated that the right of adaptation includes the corrective and developmental maintenance of the Software into which a Contribution might be integrated.

Therefore, the Contributor promises to deliver to Us the source code and the object code of the Contribution(s) transferred, as well as any documentation pertaining thereto.

- The right to distribute the Contribution(s) referred to above, internally or publicly, remunerated or free of charge, directly or through a provider and/or licensee and/or assignee.
- The right of using, for operating and making use of, whether personally or on behalf of a third party, remunerated or free of charge, the Contribution(s) herein assigned, for the purposes of carrying out any form of processing, to whatever end.
- It is agreed that all of the rights considered above are assigned for the duration of copyright, for the whole world.

It is specified that any author remains the holder of his or her moral right over said Contribution(s).

You remain free to use the Software under the conditions provided for by the license mentioned in article 1 “definition” or any other license which may subsequently become attached to it.

Inria remains free to terminate the submission of your Contribution(s) at any time.

ARTICLE 5 – GUARANTEES

YOU GUARANTEE THAT YOU OWN COPYRIGHTS OVER YOUR CONTRIBUTION(S) AND THAT YOU HOLD ALL OF THE RIGHTS NECESSARY TO ASSIGN SAID CONTRIBUTION(S) TO US.

You guarantee, in particular, that:

- the Contributions assigned to Us do not infringe third parties' intellectual property rights, including those protected by patent law;
- the copyright assignment on Your Contribution(s) does not infringe any obligation that may bind You to your employer, in virtue of Law or of a working contract. Should your employer be the owner, in virtue of Law or of your working contract, of copyrights on any of your Contribution you could submit, You shall then refrain from submitting to Us such Contribution(s) and assign the corresponding rights, or You should make sure to be given by your employer the authorization to do so.

Should You become aware, after the assignment of a Contribution to Us, of details calling into question this article and the validity of the assignment covered by this Agreement, You promise to inform Us of this promptly, in order that the latter may withdraw the Contribution(s) at issue from the Software, as necessary.

You acknowledge that You hold no patent which could be enforced against any use by Us of the copyright over the Contribution(s) that are assigned to it. In the opposite case, You promise not to raise any objection to Us, or any of its licensees, sub-licensees or assignees, on the grounds of the use of your patent in the Contribution(s) assigned.

You are not bound by any obligation to maintain your Contribution(s), except as voluntarily undertaken on Your part. Moreover, You declare that You are assigning your Contribution(s) "as they are", without guarantee as to their commercial value, and without guaranteeing Us that the Contribution(s) are free of errors or correspond to its needs.

ARTICLE 6 – MISCELLANEOUS

This Agreement is subject to French law excluding its conflicts of law provisions.

Any dispute concerning the interpretation, validity or execution of this Agreement will be submitted, failing an out-of-court resolution, to the competent French court.

If one or several stipulations of this Agreement are held to be invalid or declared such in application of a law or regulation, or by reason of a final ruling by a competent court, the others will retain all of their force and scope.

For Inria

David SIMPLOT
Director of the
Sophia Antipolis-Méditerranée research center

Date:

Location:
Signature:

For You

Date:

Location
Signature:

APPENDIX 1: CGAL components

APPENDIX 2: Description of the Contribution

Description of the collaboration / Internship: