

INSTRUCTIONS FOR THE OPEN PLANNING PROJECT CONTRIBUTOR ASSIGNMENT AGREEMENT

When you write or make changes to software programs, you often automatically obtain a copyright in what you wrote. The way to assign to the Open Planning Project the copyright in software that you wrote or changes that you made to Open Planning Project software is to send us a signed Assignment Agreement. This makes the Open Planning Project the legal copyright holder so that we can register the copyright in the software that you wrote or changes that you made. It is assumed that you wrote the software or changes yourself; if other people wrote or changed parts, we will likely need Assignment Agreements from them as well.

If you are employed to do programming (even at a university), or have made an agreement with your employer, school or anyone else saying it owns software you write, then you and we need a signed writing from them disclaiming any rights they may have to the software. The disclaimer should be signed by a vice president, general manager, or anyone else who is authorized to assign software owned by them. Here is a sample wording:

ACME Corporation hereby disclaims all copyright interest in the code written by Jane Doe for the program "[insert name of program]" ("Program"), including original Program code and documentation and support files, changes and enhancements to the Program and files, and any future modifications of the Program and files. We do not consider the code as work made for hire for us. ACME Corporation affirms that it has no other intellectual property interest that would undermine this release, or the use of the Program, and will do nothing to undermine it in the future.

*<signature of John Smith>, 30 March 20__
John Smith, Vice President, ACME Corp.*

(If they say they have an intellectual property interest that could conflict with the use of the program, then please put us in touch with a suitable representative, so that we can discuss with them what to do about it.)

IMPORTANT: When you talk to your employer, don't fail to show them the sample disclaimer above, or a disclaimer with the details filled in for your specific case. Employers are usually willing to sign a disclaimer without any fuss. Less specific requests may cause long and unnecessary delay.

When you assign to the Open Planning Project the copyright in the code you wrote, we automatically grant back to you a royalty-free non-exclusive license to use or license the code you assigned to us any way you see fit. Obviously, since you assigned to the Open Planning Project the copyright in the code you wrote, you cannot assign the copyright to someone else, but you can grant licenses to the code you wrote under any terms you wish, keeping in mind that the Open Planning Project will also be granting licenses as set forth in the Assignment Agreement. If, for some reason, another entity would like to discuss the possibility of becoming a co-owner of the copyright in the code you wrote, simply have them contact us.

Below is the Assignment Agreement that we use. You need to print it out, read it, fill in the appropriate information, sign it, and send the physical copy with original signature (faxing or emailing a scanned version is not sufficient) on it to:

The Open Planning Project
Attn: Contributor Agreements
349 W. 12th Street, #3
New York, NY 10014

Please try to print the whole first page below on a single piece of paper. If it doesn't fit on one printed page, put it on two sides of a single piece of paper. Don't forget to put down the date when you sign! Spell out the month name--don't use a number for the month. Dates using a number for the month are ambiguous; 2/8/95 means one thing in the US and another in Europe. If applicable, also send us a physical copy of the employer's disclaimer with an original signature on it as well.

Please send us an email letting us know what you have done and what we should expect to receive from you. If you have any questions, or would like something to be changed, ask assignment@openplans.org via email.

THE OPEN PLANNING PROJECT

GEOSERVER CONTRIBUTOR ASSIGNMENT AGREEMENT

For good and valuable consideration, receipt of which I acknowledge, I, [NAME OF PERSON], hereby transfer to The Open Planning Project ("TOPP") my entire right, title, and interest (including all rights under copyright) in the program GeoServer ("Program"), including original code, accompanying documentation and supporting files, changes and enhancements to the Program code and accompanying files, and all future modifications of the Program code and accompanying files, subject to the conditions below. The original code, files, changes and enhancements, and modifications are herein called the "Work".

For the purposes of this contract, a work "based on the Work" means any work that in whole or in part incorporates or is derived from all or part of the Work. TOPP promises that the Work and any work "based on the Work" distributed by TOPP or its assignees will be distributed under the GNU General Public License v2 or any later version, or any other license determined to be a free software license by the Free Software Foundation ("FSF") or approved as an open source license by the Open Source Initiative ("OSI"). However, TOPP may also distribute the Work and any work "based on the Work" under other terms as well, subject to approval by the GeoServer Project Steering Committee.

TOPP hereby grants me a royalty-free non-exclusive license to use or sub-license the Work assigned hereunder (i.e., if I am assigning changes and enhancements to the Program to TOPP, the license granted by TOPP to me is only for those changes and enhancements to the Program I assigned, it is not for the Program which I changed or enhanced itself) for any purpose. TOPP's rights shall otherwise continue unchanged.

I hereby agree that if I have or acquire hereafter any patent, copyright or other interest or right that is infringed or violated by the Program or use of the Program, such dominating interest or right will not be used to undermine the effect of this assignment, i.e. TOPP and the general public are or will be licensed to use, in the Program and its derivative works, without royalty or limitation, the subject matter of the dominating interest or right. This license provision will be binding on my heirs, assignees, or other successors to the dominating interest or right, as well as on me.

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 TOPP, its officers, employees, and agents against any and all claims, actions or damages (including reasonable attorney's 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: _____
[print name]

Date: _____
[Write the month with LETTERS]

For the Open Planning Project,

[TOPP Representative Executing Assignment Agreements], [Title]

Please do not delete the control-I character before this line. Please print this as a separate page.

Please email a copy of the information on this page to assignment@openplans.org, if you can, so that our clerk doesn't have to type it in. Use your full name as the subject line. Otherwise, please write down the answers and send to us the physical copy with answers with your assignment. If you need assistance in answering these questions, refer to the U.S. Copyright Office's Circular 61 titled *Copyright Registration for Computer Programs*, available at <http://www.copyright.gov/circs/circ61.html>.

For the copyright registration, what country or countries are you a citizen of?

What year were you born?

Have you published the Work? If yes, what was the date and nation of first publication?

Please write your email address here.

Please write your physical mailing address here, so we can mail a physical copy back to you.

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