

Novell Copyright Assignment Agreement
for Open Source Projects

You agree, understand, and state that:

1. The term "**Assigned Contributions**" means the materials you identify below, which, in the case of computer code, automatically include the code in both binary and source forms, and any documentation and other files that accompany the code.
2. You have received good and valuable consideration, and you agree to assign and do assign to Novell, Inc. ("**Novell**") your ownership of copyright in the Assigned Contributions, for the full duration thereof, and for any renewals or extensions thereof. To any extent that this assignment is ineffective, you grant to Novell a non-exclusive, royalty-free, and perpetual right to use, modify, and distribute the Assigned Contributions as it wishes.
3. You will execute any documents and perform any acts Novell requests to implement the letter and spirit of this agreement, except that you are not required to do anything that would impose an unreasonable time or cost burden on you.
4. Novell grants back to you a non-exclusive, royalty-free, and perpetual right to use, modify, and distribute the Assigned Contributions as you wish.
5. Novell will make the Assigned Contributions available under an agreement approved by the OSI (Open Source Initiative), and may also make the Assigned Contributions available under other license terms.
6. You will not assert any patent that is necessarily infringed by exercising copyright rights in the Assigned Contributions against anyone who receives the Assigned Contributions under an agreement approved by the OSI.
7. As far as you know, you have the legal right to make this copyright assignment.
8. If your employer(s) or others ("**Third Parties**") generally have rights to some intellectual property that you create, you have permission to make this copyright assignment on behalf of such Third Parties, the Third Parties have waived such rights, or the Third Parties have no such rights with respect to the Assigned Contributions.
9. Except for the statements you have made in this agreement, you provide the Assigned Contributions on an "AS-IS" basis, with all faults, defects, and errors, and without express or implied warranties of any kind, including any implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

Description of the Assigned

Contributions: *(e.g., "All contributions submitted in connection with the open source project identified below)*

Open Source Project:

Signature: _____ Name: _____

Address: _____

Phone: _____ Fax: _____ E-mail: _____