

Project Contribution Agreement

{{Project Name}}

This Project Contribution Agreement (the “Agreement”) is effective as of _____ by and between OpenJS Foundation, a Delaware not for profit membership corporation (“Assignee”), having its place of business at 2810 N Church St, PMB 57274, Wilmington, DE 19802, and [Project Name], _____, having its place of business at _____ (Assignor).

WHEREAS, the [Project Name] Project (“[Project Name]”) has requested Assignor to transfer hosting responsibilities for [Project Name] to Assignee, and Assignee is willing to take over such responsibilities; and

WHEREAS, Assignor is the sole and exclusive owner of the [Project Name] trademarks and design and logo trademarks set forth on Schedule A to this Agreement (“Trademarks”), and certain domain names, accounts and other intellectual property as described below, all of which it holds for the benefit of [Project Name];

WHEREAS, Assignor has adopted, used, is using, and has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Assignment of Trademarks.** Assignor hereby agrees to execute and deliver to Assignee the Assignment of Trademarks attached to this Agreement as Exhibit A.
- 2. Assignment of Accounts.** (a) Assignor hereby assigns to Assignee, its successors and assigns, in perpetuity all rights, title and interest as Assignor may possess, anywhere in the world, in and to any registered accounts that either (i) incorporate any Trademark or (ii) are used by, or relied upon, by [Project Name] (including, without limitation, social media and GitHub accounts (including [https://github.com/\[Project Name\]/\[Project Name\]](https://github.com/[Project Name]/[Project Name])), all as listed on Schedule A (collectively the “Accounts”).

(b) Assignor agrees to execute and deliver such further instruments and to take such further action as may be necessary to transfer the Accounts to Assignee.

- 3. Domain Names.** (a) Assignor assigns exclusively to Assignee and its successors, assigns and other legal representatives all of Assignor’s right, title and interest in and to any domain names listed on Schedule A (“Domain Names”). Assignor agrees not to use any Domain Name, or any confusingly similar names, as a trademark or service mark, trade name or domain name, and further agrees not to contest or challenge the validity of the Domain Names, any applicable registrations thereof or the ownership of the Domain Names by Assignee.

(b) Assignor agrees to execute and deliver such further agreements, and to take such

further action, as is necessary to carry out the intent of this Agreement with respect to the Domain Names, including without limitation, Assignor's using its best efforts to arrange for the transfer of the Domain Names to Assignee by an entity responsible for assigning Internet domain names within thirty days of the date of this Agreement.

(c) Assignor agrees that upon execution of this Agreement Assignor shall cease and desist from using the Domain Names for any purpose.

4. Works. (a) Assignor hereby assigns, conveys and transfers to Assignee and its successors, assigns and other legal representatives all of its right, title, interest, ownership and subsidiary rights, whether now known or later discovered, including but not limited to, copyrights, if any, worldwide in and to any copyrightable materials listed on Schedule A ("Works"); and in connection with the foregoing, Assignor assigns, conveys and transfers to Assignee and its successors, assigns and other legal representatives all income, royalties, damages, and payments now or hereafter due or payable in respect to the Works and all causes of action (either in law or equity) and the right to sue, counterclaim, and recover for past, present, and future infringement, or misappropriation of the rights assigned to Assignee hereunder, and all other rights corresponding thereto throughout the world.

(b) Assignor shall undertake, at the request of Assignee and without further compensation, to sign all documentation, including confirmatory copyright assignments, and generally to use reasonable best efforts to aid Assignee, and its successors, assigns and other legal representatives, in obtaining all rights from the Assignor and in recording title to the Works transferred herein in the U.S. Copyright Office.

5. Miscellaneous. (a) The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

(b) This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their assigns, legatees, distributees, estates, executors, administrators, personal representatives, successors and assigns, and other legal representatives.

(c) This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the law of the State of Delaware, without giving effect to its conflict of law rules.

(d) Counterparts. This Agreement may be executed in two or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[Remainder of page intentionally left blank]

Executed as the effective date set forth above.

[Full legal name of COMPANY]

OPENJS FOUNDATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

VOID

EXHIBIT A

Trademark Assignment

WHEREAS, [COMPANY NAME] (“Assignor”), having its place of business at _____ is the owner of the [Project Name] word mark and [Project Name] design and logo trademarks, including the applications and registrations therefor set forth in Schedule 1 attached hereto (“Trademarks”);

WHEREAS, OpenJS Foundation, a Delaware not for profit membership corporation (“Assignee”), having a place of business at _____, desires to acquire all right, title and interest in and to the Trademarks, together with the associated goodwill;

NOW, THEREFORE, pursuant to the Project Contribution Agreement entered into between the parties as of _____ and for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged:

(a) Assignor hereby transfers, conveys and assigns to Assignee and its successors, assigns and other legal representatives, all of Assignor’s rights, title and interest in and to the Trademarks worldwide, together with (i) the goodwill symbolized by said Trademarks, (ii) the business or portion of the business to which the Trademarks pertain, (iii) all registrations and applications for the Trademarks, (iv) all income, royalties, damages, and payments in respect to said Trademarks, and (v) all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for infringement of the Trademarks (whether arising prior to or subsequent to the date of this Assignment).

(b) To the extent applicable, Assignor authorizes and requests the Commissioner for Trademarks and empowered officials of all other governments to record this Assignment and Assignee as owner of the Trademarks, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

(c) Assignor shall assist Assignee as reasonably necessary to secure, perfect, maintain, or evidence the rights hereby transferred, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any cancellation, interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Trademarks and this Assignment; (3) obtaining any additional protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

IN WITNESS WHEREOF, the parties have executed Trademark Assignment as of

_____.

[COMPANY NAME]

By: _____

Name: _____

Title: _____

OPENJS FOUNDATION

By: _____

Name: _____

Title: _____

VOID

SCHEDULE 1

Trademark Registrations:

MARK	COUNTRY	STATUS	APP #	REG #

Trademark Applications:

MARK	COUNTRY	STATUS	APP #

Unregistered Marks:

Logo Marks:

SCHEDULE A

Trademarks/Service Marks/Certification Marks:

Trademark Registrations:

MARK	COUNTRY	STATUS	APP #	REG #

Trademark Applications:

MARK	COUNTRY	STATUS	APP #

Unregistered Marks:

Logo Marks:

Domain Names:

Accounts:

Works:

- All physical corporate documents
- [white papers; guidance documents; other]