Copyright Assignment Agreement
for Contributors to GNUnet

Between:

GNUnet e.V., a German association of GNUnet developers registered in München and seated in Garching bei München, represented by

an authorized currently elected representative of the GNUnet e.V. Vorstand, hereinafter referred to as **"GNUnet e.V."**,

And:

hereinafter referred to as **"the Contributor"**.

IT HAVING BEEN PREVIOUSLY ESTABLISHED:

- That the GNUnet project is directed and supported by GNUnet e.V., which aims to develop the GNUnet software as part of the GNU project, distributed under license GNU AGPL v3+ on the date of signing of this contract;

- That this development project is opened to contributions submitted by individuals outside of GNUnet e.V., contributions which may be officially submitted by their holder to GNUnet e.V. for the purpose of being integrated by the latter into the GNUnet software, in successive versions edited and distributed by GNUnet e.V. or the GNU project;

- That GNUnet e.V. wishes, in this context, to centralize copyright ownership on any new contribution integrated into the GNUnet software edited and distributed by it;

- That the Contributor wishes to participate, or authorize its personnel to participate, in the development of the aforementioned software.

IT HAS BEEN AGREED AS FOLLOWS:

§1   Definition

- **"Software":** means the GNUnet software available at `https://git.gnunet.org/` and on GNU's FTP mirrors, in its present version and future versions, distributed under the GNU

AGPL v3 license at the date of the signing of this contract, or any other license chosen by GNUnet e.V.

However, "Software" does not mean the versions derived from the Software, developed and distributed by the Contributor, independently of the successive versions edited and distributed by GNUnet e.V., in accordance with the rights granted to the Contributor by the GNU AGPL v3+ license.

- **"Contribution":** means any original contribution protected by copyright, in particular modifications or the development of new software components and new functionalities by the Contributor (be the Contributor an individual or an organization employing individuals), and that the latter intentionally submits to GNUnet e.V. to be integrated into the Software, with GNUnet e.V.'s approval. A Contribution includes its source code, its object code, as well as any specifications and documentation related thereto.

§2 Subject

This contract defines the conditions under which the Contributor assigns, free of charge, the copyrights over its Contributions as they are in progress, to GNUnet e.V.. Any participation by the Contributor or employees of the Contributor will be made under the conditions of this contract.

Should the Contributor wish to terminate further participation under the terms of this contract, it will inform GNUnet e.V. of this in advance and by registered mail to:

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GNUnet e.V.
Fakultät für Informatik -- I8
Technische Universität München
Boltzmannstraße 3
85748 Garching
GERMANY
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It is specified that this copyright assignment is a necessary condition to enable GNUnet e.V. to integrate the Contributions of the Contributor's personnel in the Software.

§3 EFFECT AND DURATION

The contract takes effect on the latest date of signing.

The contract shall be enforced for a duration of five years, renewable by written agreement, as far as the Contributor's participation in the development of the Software is concerned.

However, the Contributor's copyright on the Contributions is assigned to GNUnet e.V. for as long as said copyrights last.

§4 COPYRIGHTS ASSIGNED TO GNUnet e.V.

(1) is stipulated that copyrights over the Contributions, as assigned by the Contributor to GNUnet e.V., are the following:

- The right to reproduce, permanently or temporarily, all or part of the Contributions, 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 Contributions, 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 Contributions, including with a view to developing derivative software and integrating the Contributions 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 GNUnet e.V. the source code of the Contributions transferred, as well as any documentation pertaining thereto.
- The right to distribute the Contributions 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 Contributions 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-employee of the Contributor remains the holder of his or her moral right over said Contributions.

(2) In the event that the Contributor wishes to cease submitting further Contributions, it promises to inform GNUnet e.V. of this in advance by registered mail with return receipt. It further promises to ensure that all participation by its employees in the development of the Software ceases.

(3) The Contributor and its employees nevertheless remain free to use the Software under the conditions provided for by the GNU AGPL v3 license or any other license which may subsequently become attached to it.

(4) The assignment is non-exclusive. In particular, the Contributor remains free to make the same Contributions to other projects and under other licenses. However, this exception only applies to the Contribution, and in particular does not relieve the Contributor from the obligations of the GNU AGPLv3+ or other licenses of the Software, in cases where these licenses may otherwise apply to the Contribution.

(5) GNUnet e.V. remains free to terminate the submission of Contributions by the Contributor at any time.

§5 GUARANTEES

(1) The Contributor guarantees that it possesses copyrights over the Contributions (non-exclusively) transferred and that it holds all of the rights necessary to assign said Contributions to GNUnet e.V.. The Contributor guarantees, in particular, that the Contributions assigned to GNUnet e.V. do not infringe third parties' intellectual property rights, including those protected by patent law. Should the Contributor become aware, after the assignment of a Contribution to GNUnet e.V., of details calling into question this article and the validity of the assignment covered by this contract, the Contributor promises to inform GNUnet e.V. of this promptly, in order that the latter may withdraw the Contribution or Contributions at issue from the Software, as necessary.

(2) The Contributor acknowledges that it holds no patent which could be enforced against any use by GNUnet e.V. of the copyright over the Contributions which are assigned to it. In the opposite case, the Contributor promises to raise no objection to GNUnet e.V., or any of its licensees, sub- licensees or assignees, on the grounds of the use of its patent in the Contributions assigned.

(3) The Contributor is bound by no obligation to maintain its Contributions, except as voluntarily undertaken on its part. Moreover, the Contributor declares that it is assigning its Contributions "as they are", without guarantee as to their commercial value, and without guaranteeing GNUnet e.V. that the Contributions are free of errors or correspond to its needs.

(4) GNUnet e.V. guarantees that it will continue to distribute all future versions of the Software under a free software license, as defined by the Free Software Foundation (`http://www.fsf.org/`).

§6 MISCELLANEOUS

(1) This contract is subject to Swiss law.

(2) Any dispute concerning the interpretation, validity or execution of this contract will be submitted, failing an out-of-court resolution, to the competent German court.

(3) If one or several stipulations of this contract 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.