GeoGebra – Copyright Assignment Agreement

In order to be able to include your contribution (source code, translations, etc.) with the official version of the GeoGebra software and/or on our websites, we kindly ask you to agree to assign the intellectual property right of your contribution to our non-profit organisation “International GeoGebra Institute” as described in detail below. We will acknowledge your contribution by adding your name in the list of credits on our website and/or our software.

Thank you for contributing to GeoGebra!

PARTIES

(1) You ("the Assignor").

(2) The International GeoGebra Institute, a non-profit organisation registered in Austria and having its office in Linz, Austria ("IGI").

BACKGROUND

(A) IGI develops and supports the GeoGebra dynamic mathematics software application, including its source code, installers, web applications and services, language files and associated documentation ("the Software").

(B) The Assignor owns all of the copyright and other intellectual property rights ("IPR") in its changes, modifications and enhancements to the Software ("Assignor's Contribution").

(C) The Assignor has agreed to assign all the IPR in the Assignor's Contribution to IGI on the terms set out in this agreement.

1. ASSIGNMENT

In consideration of IGI acknowledging the Assignor's Contribution by including the Assignor in the list of credits on IGI's website (www.geogebra.org), the Assignor hereby assigns to IGI, by way of present and future assignment, the entire right, title, and interest (including all the IPR) in the Assignor's Contribution. The Assignor's Contribution hereby assigned shall also include any future revisions or such changes, modifications and enhancements to the Software made by the Assignor after the date of this Agreement.

2. WARRANTIES

The Assignor hereby agrees, warrants and undertakes that:

(a) for the purposes of this Agreement, all the changes, modifications and enhancements to the Software by the Assignor at any time are included in and form part of the Assignor's Contribution;

(b) no use by IGI of the Assignor's Contribution will infringe the IPR of any third party;

(c) the Assignor will keep IGI fully indemnified against any loss, damages or expenses incurred or suffered by IGI arising out of any breach of the above warranties and undertakings.
3. FURTHER ASSURANCE & CO-OPERATION

3.1 The Assignor will do all such further things and execute all such documents as may be necessary to confirm, perfect or enforce the title of IGI to the IPR.

3.2 In the event that any complaint or claim relating to the Assignor's Contribution is made by any third party (at any time and whether a formal legal complaint or otherwise) the Assignor agrees to co-operate fully with IGI in responding to and defending the complaint or claim.

4. LAW & JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of Austria and the parties submit to the non-exclusive jurisdiction of the Austrian courts.

This agreement was last updated in August 2013.

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