

**Copyright Assignment Agreement for an Individual Contributor
ViSP Software**

Between:

**THE INSTITUT NATIONAL DE RECHERCHE EN INFORMATIQUE ET EN AUTOMATIQUE [National
Institute for Research in Computing and Automation],**

A Public Institution of a scientific and technological nature under decree 85---831 of August 2, 1982,
Headquartered at Domaine de Voluceau – Rocquencourt – BP 105 – 78153 Le Chesnay cedex
represented by its Chairman and CEO, Mr. Antoine PETIT,

Hereinafter referred to as “Inria”

And

First name: _____

Name: _____

Address: _____

Hereinafter referred to as “You”

Hereinafter individually and collectively referred to as “the Party” or “the Parties.”

IT HAVING BEEN PREVIOUSLY ESTABLISHED:

- That ViSP project is directed and supported by Inria, which aims to develop ViSP software, distributed under license GNU GPLv2 on the date of signing of this contract;
- That this development project is opened to contributions submitted by individuals outside of Inria, contributions which may be officially submitted by their holder to Inria for the purpose of being integrated by the latter into ViSP software, in successive versions edited and distributed by Inria or any other entity, chosen by Inria, which would eventually take over the ViSP Project;
- That Inria, with Université de Rennes 1, are the holder of copyright on the ViSP software and wishes, in this context, to centralize copyright ownership on any new contribution integrated into the ViSP software edited and distributed by it;
- That You wish to submit Contributions for the aforementioned software.

IT HAS BEEN AGREED AS FOLLOWS:

ARTICLE 1 – DEFINITION:

- **“Software”:** means the ViSP software, hosted and published by Inria, in its present version and future versions, the holder of which is Inria and Université de Rennes 1, and distributed under license GNU GPLv2 at the date of the signing of this contract or any other license chosen by Inria or subsequent entity responsible of ViSP’s edition.

However, **“Software”** does not mean the versions derived from the ViSP software, developed and distributed by You, independently of the successive versions edited and distributed by Inria, in accordance with the rights granted to You by the license GNU GPLv2.

- **“Contribution:”** means any original contribution protected by copyright, in particular modifications or the development of new software components and new functionalities, of which You are the author, and that You have intentionally submitted to Inria to be integrated into the Software, with Inria’s approval.
- **“You”:** means you, the Contributor, as a physical and individual person, owning copyrights on your own Contributions and free from any obligation which may prevent you from developing and submitting those Contributions, to have them integrated in the Software, accordingly with the conditions described in the present agreement hereafter.

ARTICLE 2 – SUBJECT:

This contract defines the conditions under which You assign, free of charge, the copyrights over your Contributions which you have submitted to be integrated in the Software, to Inria. It is specified that this copyright assignment is a necessary condition to enable Inria to integrate your Contributions in the Software and distribute it.

Contributions that are intended to be entirely contained inside the designed third party contribution subtree of the ViSP source code distribution are not subject to this rights transfer contract.

ARTICLE 3 – EFFECT AND DURATION:

The contract takes effect on the latest date of signing.

Exploitation rights on your Contributions are assigned to Inria for the duration of their corresponding copyright.

ARTICLE 4 – COPYRIGHTS ASSIGNED TO INRIA:

It is stipulated that copyrights over your Contributions, as assigned by You to Inria, 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 Inria 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 You remain the holder of your moral right over said Contributions.

ARTICLE 5 – GUARANTEES:

5.1 You guarantee that You own copyrights over your Contributions and that You hold all of the copyrights necessary to assign said Contributions to Inria. You guarantee, in particular, that:

--- to the best of your knowledge the Contributions assigned to Inria do not infringe third parties' intellectual property rights, including those protected by patent law ;

Should any third---party's restrictions (including but not limited to related patents or copyrights) apply to your Contribution, such restrictions should then clearly be indicated when submitting your Contribution to Inria.

--- the copyright assignment on your Contributions does not infringe any obligation that may bind You to your employer, in virtue of Law or of a working contract. Should your

employer be the owner, in virtue of Law or of your working contract, of copyrights on any of your Contribution you could submit, You shall then refrain from submitting to Inria such Contributions and assign the corresponding rights, or You should make sure to be given by your Employer the authorization to do so.

--- Should You become aware, after the assignment of your Contribution to Inria, of details calling into question this article and the validity of the assignment covered by this contract, You promise to inform Inria of this promptly, in order that the latter may withdraw the Contribution or Contributions at issue from the Software, as necessary."

5.2 You acknowledge that You hold no patent which could be enforced against any use by Inria of the copyright over the Contributions which are assigned to it. In the opposite case, You promise not to raise any objection to Inria, or any of its licensees, sub---licensees or assignees, on the grounds of the use of your patent in the Contributions assigned.

5.3 You are bound by no obligation to maintain your Contributions, except as voluntarily undertaken on your part. Moreover, You declare that You are assigning your Contributions "as they are", without guarantee as to their commercial value, and without guaranteeing Inria that the Contributions are free of errors or correspond to its needs.

ARTICLE 6 – MISCELLANEOUS:

6.1 This contract is subject to French law.

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

6.3 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.

For Inria

[Name, capacity]

For You

[Name]

Date:

Location:

Date:

Location: