KDAB Copyright Assignment Form

Version 1.0

**Preamble**

This preamble describes how to use the standard KDAB copyright assignment form.

The rationale behind this assignment is to avoid any possible confusion over the legal

ownership of KDAB software products, and to indemnify all KDAB users against

copyright or patent claims related to contributed code used within KDAB products. The

copyright holders (individual maintainers and KDAB) would be especially vulnerable

to patent claims, but all users and their KDAB based applications could be affected.

The copyright assignment agreement gives KDAB ownership of your changes but

promises that you will retain the right to use your contributed changes as you see fit.

Once this form has been signed, if you wish you may also contribute future changes

without requiring a separate assignment agreement.

The contribution described in the KDAB assignment agreement below will remain

freely available to all users.

Because employers and colleges often can claim ownership over things that employees or

students write it may be necessary get your employer/college to sign a disclaimer that says

that they have no claim to the changes you are contributing.

Please read everything below under “If you are an employee”, and if you have any

questions, email the KDAB maintainers at [support@kdab.com](mailto:support@kdab.com?subject=Copyright Assignment Question) for help.

Thanks for your contribution to KDAB!

The way to assign copyright to KDAB is to sign an assignment contract. This contract

makes KDAB the legal copyright holder so that KDAB can register the copyright on

the new version.

Appendix 2 contains the assignment contract. You need to edit and replace <INSERT

NAME OF CONTRIBUTOR> with your full name. Please print a copy, sign, date, and

mail it to:

KDAB Copyright Assignments

Klarälvdalens Datakonsult AB

Box 30

683 21 Hagfors

Sweden

You may also email a scanned copy of the completed form to [support@kdab.com](mailto:support@kdab.com?subject=Completed Copyright Assignment).

Don't forget to include the original signed copy of the employer's disclaimer.

Please try to print the whole first page of the form on a single piece of paper. If it does

not fit onto one printed page, print it on two sides of a single piece of paper, and attach

the second page of the form. Please write the date using letters rather than numbers to

avoid any confusion due to international day/month ordering conventions.

“If you are an employee”

If you are employed as a programmer (even at a university), or have made an agreement

with your employer or school that gives them ownership of the software you write, then

KDAB needs a signed letter from your employer disclaiming rights to the contributed

software.

The disclaimer should be printed on the company's headed paper, and signed by an

officer of the company, or someone authorized to license the company's intellectual

property. Please refer to Appendix 1 for the wording.

If your employer says they do have an intellectual property claim that may conflict with

the use of the program, then please contact the KDAB maintainers to discuss possible

next steps.

Appendix 1

Disclaimer

<INSERT COMPANY NAME> hereby disclaims all copyright interest in the changes

and enhancements made by <INSERT YOUR NAME> to KDAB’s software, including

any future revisions of these changes and enhancements.

<INSERT COMPANY NAME> affirms that it has no other intellectual property interest

that would undermine this release, or the use of these changes and enhancements, and

will do nothing to undermine it in the future.

<INSERT SIGNATURE OF OFFICER OF COMPANY>, <INSERT DATE>

<INSERT PRINTED NAME OF OFFICER OF COMPANY>

<INSERT TITLE OF OFFICER>

Appendix 2

KDAB Copyright Assignment Agreement

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1. For good and valuable consideration, receipt of which I acknowledge, I, <INSERT

NAME OF CONTRIBUTOR>, hereby transfer to Klarälvdalens Datakonsult AB my entire right, title, and interest (including all rights under copyright) in my changes and enhancements to KD Chart, KD Tools, KD Report, KD Soap and/or any other KDAB software (herein called the "Software"), subject to the conditions below. These changes and enhancements are herein called the "Work". The Work also includes any future changes and enhancements to the Software hereafter made by me, which I also hereby assign, unless KDAB is informed otherwise by me before or at the time KDAB receives such changes and/or enhancements.

2. Klarälvdalens Datakonsult AB agrees to grant me non-exclusive rights to use the Work (i.e. just my changes and enhancements, not the Software as a whole) as I see fit; (and KDAB's rights shall otherwise continue unchanged).

3. I hereby agree that if I have or acquire hereafter any patent or interface copyright or

other intellectual property interest dominating the software enhanced by the Work (or use

of that software), such dominating interest will not be used to undermine the effect of this

assignment, i.e. KDAB, and the general public will be licensed to use, in that program

and its derivative works, without royalty or limitation, the subject matter of the dominating

interest. This license provision will be binding on my heirs, assignees, or other successors

to the dominating interest, as well as on me.

4. I hereby represent and warrant that I am the sole copyright holder for the Work and

that I have the right and power to enter into this contract. I hereby indemnify and hold

harmless KDAB, its officers, employees, and agents against any and all claims, actions

or damages (including attorney's reasonable fees) asserted by or paid to any party on

account of a breach or alleged breach of the foregoing warranty. I make no other express

or implied warranty (including without limitation, in this disclaimer of warranty, any

warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE).

Agreed: [signature]

[Print Name]

Date: [Please write using letters]

For KDAB:

Date:

KDAB Copyright Assignment Agreement

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[Please print your name here]

[For the copyright registration, what country are you a citizen of?]

[What year were you born?]

[Please write your email address here]

[Please write your address here, so we can mail a signed copy of the agreement back to

you]

[Please write a brief description of the contribution]

[Which files have you changed so far, and which new files have you written so far?]