

Databene Contributor Agreement

Thank you for your interest in the Databene open source projects. I appreciate your participation in our project, and your help in improving my products, so I want you to understand what will be done with the contribution.

The license below clarifies the terms under which you may contribute materials and transfer intellectual property rights to me. If this contribution is on behalf of a company, the term 'You' will also mean the company you identify below.

Read this agreement carefully before signing. If you agree to be bound by these terms, please print a copy of this document, fill in the information below and sign the printout. Send a document scan to info@databene.org and keep the original for your records. Alternatively create a second version and mail it to Volker Bergmann's address below

If you have questions about these terms, please contact me at info@databene.org.

This is a contract between

'Me'	and	'You'
Volker Bergmann		Full Name: _____
Hauptstr. 18		Company Name (if applicable): _____
82008 Unterhaching		Mailing Address: _____
Germany		_____

		E-Mail: _____
		Telephone: _____

agreeing on the following terms and conditions:

1. Types of Contributions:

The term 'Contribution' means any source code, object code, data, patch, tool, sample, graphic, specification, manual, documentation, or any other material posted or submitted by you to a project.

2. You grant me the ability to use the Contributions in any way.

With respect to any worldwide copyrights, or copyright applications and registrations, in your contribution:

- you hereby assign to me joint ownership, and you hereby grant to me a perpetual, irrevocable, non-exclusive, worldwide, no-charge, royalty-free, unrestricted license to exercise all rights under those copyrights. This includes, at our option, the right to sublicense these same rights to third parties through multiple levels of sublicensees or other licensing arrangements;
- you agree that each of us can do all things in relation to your contribution as if each of us were the sole owners, and if one of us makes a derivative work of your contribution, the one who makes the derivative work (or has it made) will be the sole owner of that derivative work;
- you agree that you will not assert any moral rights in your contribution against me, our licensees or transferees;
- you agree that I may register a copyright in your contribution and exercise all ownership rights associated with it; and
- you agree that neither of us has any duty to consult with, obtain the consent of, pay or render an accounting to the other for any use or distribution of your contribution.

3. You grant me the ability to use patent-related Contributions.

With respect to any patents you own, or that you can license without payment to any third party, you hereby grant to me a perpetual, irrevocable, non-exclusive, worldwide, no-charge, royalty-free license to:

- make, have made, use, sell, offer to sell, import, and otherwise transfer your contribution in whole or in part, alone or in combination with or included in any product, work or materials arising out of the project to which your contribution was submitted, and
- at our option, to sublicense these same rights to third parties through multiple levels of sublicensees or other licensing arrangements.

4. You keep all other rights and all contributions are affected

Except as set out above, you keep all right, title, and interest in your contribution. The rights that you grant to me under these terms are effective on the date you first submitted a contribution to me, even if your submission took place before the date you sign these terms.

5. The Contributions are your original work.

With respect to your contribution, you represent that:

- it is an original work and that you can legally grant the rights set out in these terms;
- it does not to the best of your knowledge violate any third party's copyrights, trademarks, patents, or other intellectual property rights; and
- you are authorized to sign this contract on behalf of your company (if identified below).

6. I determine the code that is in my products and respect the Contribution's openness

You understand that the decision to include the Contribution in any product or source repository is entirely that of me, and this agreement does not guarantee that the Contributions will be included in any product. Any contribution I make available under any license will also be made available under a suitable FSF (Free Software Foundation) or OSI (Open Source Initiative) approved license.

7. Applicable Law

These terms will be governed by the laws of the State of Bayern and applicable German Federal law. Any choice of law rules will not apply.

Please sign: _____ Date and City: _____