

Foundation 'Stichting Deltares' Corporate Fiduciary Licence Agreement ("Agreement")

Preamble

Thank you for showing interest in the Foundation 'Stichting Deltares' ("DELTAIRES"). In order to stimulate knowledge development and the interaction with all our partners, DELTAIRES distributes her software as free software under GPL, defined by the freedoms to use, study, modify and copy.

This Fiduciary License Agreement (Agreement) has the purpose to clarify the intellectual property rights related to your contributions to the software (Contributed Software). Signing this Agreement does not change your rights to use your own contribution for any other purpose. This Agreement is for your protection as a contributor as well as the protection of Deltares and the other users of the software. This Agreement must bring Deltares in the best possible position to enforce General Public License (GPL) in court against violators. That is by keeping the copyright status as simple as possible by asking each contributor to assign the copyright on his contribution to Deltares. To that purpose, Deltares must have a Fiduciary License Agreement on file that has been signed by each contributor, indicating agreement to the terms of the Agreement.

In short this Agreement gives DELTAIRES the right to re-license the software as necessary for the long-term legal maintainability and protection of the software. The Agreement also grants the author an unlimited amount of non-exclusive licenses by DELTAIRES, which allow using and distributing the Contributed Software in other projects and under other licenses.

The contracting parties sign the Agreement in full consciousness that by the grant of exclusive license to DELTAIRES and by the administration of these rights DELTAIRES becomes trustee of the author's interests for the benefit of Free Software.

Agreement

Between

1. The legal entity entitled to the copyright,
[Company name] _____
[Company Address] _____
[Lawfully Authorized Representative] _____

-hereinafter referred to as "CONTRIBUTOR" –

and

2. The foundation '**DELTAIRES**', lawfully established under the laws of the Netherlands, having its registered office at Delft, Rotterdamseweg 185, the Netherlands, registered with the Trade Register under number 41146461, lawfully represented in this matter by [Name & Title A.J. Baayen, Director],

-hereinafter referred to as "DELTAIRES" –

the following agreement is entered into:

Article 1 Grant

1. Subject to the provision of Article 2, CONTRIBUTOR assigns to DELTARES the Copyright in computer programs and other copyrightable material world-wide, or in countries where such an assignment is not possible, grants an exclusive license, including, inter alia:

1. the right to reproduce in original or modified form;
2. the right to redistribute in original or modified form;
3. the right of making available in data networks, in particular via the Internet, as well as by providing downloads, in original or modified form;
4. the right to authorize third parties to make derivative works of the Contributed Software, or to work on and commit changes or perform this conduct themselves.

2. CONTRIBUTOR's moral or personal rights remain unaffected by this Agreement.

3. CONTRIBUTOR declares that each of the Contributed Software is the original creation of CONTRIBUTOR and CONTRIBUTOR therefore warrants, represents and guarantees that the Subject Matter is free of any of his or her employee's exclusive exploitation rights .

Article 2 Subject Matter

The rights and licenses granted in article 1 are subject to all "Contributed Software" and "Documentation." For the purpose of this Agreement, "Contributed Software" shall mean all computer programs, copyrightable sections of computer programs or modifications of computer programs that have been developed or programmed by CONTRIBUTOR and that are specified in this Agreement below or that are listed in **Exhibit A** attached to this Agreement and dated and signed by the contracting parties. Likewise, "Documentation" shall refer to all manuals and documentation written by CONTRIBUTOR alongside and usually distributed with the "Contributed Software" and are similarly specified below or listed in **Exhibit A**:

[Name and version of Contributed Software and/or Documentation]

Except in countries where such an assignment is not possible, the rights [and licenses] granted under this agreement by CONTRIBUTOR shall also include future developments, future corrections of errors or faults and other future modifications and derivative works of the software that CONTRIBUTOR obtains copyright ownership. Excluded from this provision are modifications that are not derived from the subject matter and that have to be regarded as independent and original software.

Article 3 DELTARES Rights and Re-Transfer of Non-Exclusive License

1. DELTARES shall exercise the granted rights and licenses in its own name. Furthermore, DELTARES shall be authorized to enjoin third parties from using the Contributed Software and forbid any unlawful or copyright infringing use of the Contributed Software, and shall be entitled to enforce all its rights in its own name in and out of court. DELTARES shall also be authorized to permit third parties to exercise DELTARES' rights in and out of court.

2. DELTARES grants to CONTRIBUTOR a non-exclusive, worldwide, perpetual and unrestricted license in the Contributed Software. This right's [and license's] scope shall encompass and include all the rights [and licenses] specified in Article 1. Furthermore, DELTARES grants to CONTRIBUTOR additional non-exclusive, transferable license to use, reproduce, redistribute and make available the Contributed Software as needed for releases of the Contributed Software under other licenses. This re-transfer shall not limit the scope of DELTARES' exclusive license in the Contributed Software and DELTARES' rights pursuant to Article 1.

3. DELTARES shall only exercise the granted rights and licenses in accordance with the principles of Free Software as defined by the Free Software Foundations. DELTARES guarantees to use the rights and licenses transferred in strict accordance with the regulations

imposed by Free Software licenses, including, but not limited to, the GNU General Public License (GPL) or the GNU Lesser General Public License (LGPL) respectively. In the event DELTARES violates the principles of Free Software, all granted rights and licenses shall automatically return to the CONTRIBUTOR and the licenses granted hereunder shall be terminated and expire.

4. The transfer of the rights and licenses specified in Article 1 shall be unrestricted in territory and thus shall apply world-wide and be temporally unlimited.

Article 4 Miscellaneous

1. Regarding the succession of rights in this contractual relationship, Netherlands law shall apply, unless this Agreement imposes deviating regulations. In case of the CONTRIBUTOR's death, the assignment of exclusive rights shall continue with the heirs. In case of more than one heir, all heirs have to exercise their rights through a common authorized person.

2. Place of jurisdiction for all legal conflicts arising out of or in connection with this Agreement is The Hague, Netherlands.

_____ / _____ / _____ / _____

(CONTRIBUTOR) (DELTARES)

Exhibit A: Description of Contributed Software

[Instruction: In order to work out this Fiduciary License Agreement only once and not for every next contribution, it is required that the description of future contributions is precise and adequate. Failing this, the FLA will turn out to have no value, which undermines the protection of this Free Software. Please contact Deltares to work out an adequate Exhibit A. Thank you.]