

**Copyright Assignment Agreement ("Agreement")**  
*between*  
**the Open Source Geospatial Foundation (the "Foundation")**  
*and*  
**the undersigned person or entity ("Contributor")**

Individual

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*Canada* (Address 3)

or

Entity

\_\_\_\_\_  
(Entity Name)  
\_\_\_\_\_  
(Officer Name)  
\_\_\_\_\_  
(Address 1)  
\_\_\_\_\_  
(Address 2)  
\_\_\_\_\_  
(Address 3)

Dated 2009/07/16 ("Effective Date").

In order to build, improve, document, and share a body of software for geospatial data manipulation, visualization, and analysis which can be freely used, entirely modified, and openly re-distributed, the Foundation and the Contributor named above hereby enter into this Agreement.

Contributors to the GeoExt Project may memorialize the transfer of rights for their Submissions by signing a paper copy of this Agreement and sending that paper copy to the Open Source Geospatial Foundation at the address below:

Attn: Contributor Agreements  
The Open Source Geospatial Foundation  
14525 SW Millikan #42523  
Beaverton, Oregon, United States 97005-2343

An authorized representative of the Foundation will counter-sign the agreement and keep the signed agreement on file. Foundation and Contributor hereby agree as follows:

## I. Definitions

As used in this Agreement, the following terms have the following meanings:

The "Foundation" is the Open Source Geospatial Foundation, a not-for-profit corporation organized under the laws of the State of Delaware, USA.

The "Contributor" is the individual or entity so identified on the first page of this Agreement.

The "Project" is the collaborative effort known as the GeoExt Project, currently described at <http://geoext.org/> which initially aims to design and create an open source toolkit for building client interfaces to web mapping applications with Ext JS (<http://extjs.com>) and OpenLayers (<http://openlayers.org/>).

A "Submission" means any work of authorship that is sent by the Contributor (whether via the electronic exchange of such work of authorship or otherwise) to any GeoExt Server, including without limitation code, scripts, documentation such as text and image instructions, descriptions, explanations, or comments, data such as tabular data, raster imagery or vector geometry files, and any other material that can be incorporated into the GeoExt Project.

A "GeoExt Server" means the portion of any computer used to make available or operate any portion of the GeoExt Project, including, without limitation to protocol or computer type, file servers, collaborative editing "wiki" servers, code repository servers, mailing list servers, or task tracking system servers.

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## IV. Representations of Contributor

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## **VI. Entire Agreement**

This agreement constitutes the entire agreement between the Contributor and the Foundation with respect to the subject matter herein, and supersedes any prior or contemporaneous agreements, written or oral. This Agreement may be modified only by a written agreement signed by both the Contributor and the Foundation.

## **VII. Assignment of Agreement**

In the event the Foundation assigns to a third party any of the rights in or to the Submissions that were assigned to the Foundation by Contributor hereunder, Foundation shall also assign the obligations of this Agreement with respect to such Submissions.

## VIII. Governing Law

This Copyright Assignment shall be governed by and enforced in accordance with the laws of the State of California, without giving effect to any conflicts of law principles.

## IX. Severability

If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

## X. Signatures

### Contributor

Signature :

Alexandre Dubé

Name :

Alexandre Dubé

Entity Officer Title :

Software developer

Date :

16, July, 2009

Entity Stamp: (below, if available)

Place :

Chicopee, QC, CA

### OSGeo Officer

Signature :

\_\_\_\_\_

Name :

\_\_\_\_\_

Title :

\_\_\_\_\_

Date :

\_\_\_\_\_

Place :

\_\_\_\_\_

Open Source Geospatial Foundation hereby dedicates the copyright interest in the text of this Agreement, if any, to the public domain.