

## ASSIGNMENT –GNU EMACS

For \$1 and other good and valuable consideration received from Free Software Foundation, a not-for-profit corporation of the state of Massachusetts, hereinafter “FSF”, Brian Leung, hereinafter “Developer”, hereby agrees as follows:

1.(a) Developer hereby agrees to assign and does hereby assign to FSF Developer's copyright in changes and/or enhancements to the suite of programs known as GNU EMACS (herein called the Program), including any accompanying documentation files and supporting files as well as the actual program code. These changes and/or enhancements are herein called the Works.

(b) The assignment of par. 1(a) above applies to all past and future works of Developer that constitute changes and enhancements to the Program.

(c) For the purposes of this contract, a work “based on the Works” means any work that in whole or in part incorporates or is derived from all or part of the Works.

(d) FSF agrees to grant back to Developer, and does hereby grant, non-exclusive, royalty-free, fully paid up and non-cancellable worldwide rights to use the Works (i.e., Developer's changes and/or enhancements, not the Program that they enhance), as Developer sees fit; this grant back does not limit FSF's rights and public rights acquired through this agreement.

(e) FSF has all the rights of a copyright owner in the assigned copyrights, subject to the license grantback to developer stated above, including the right to enforce the copyright in aid of the free software purposes of this agreement, the right to use, license and distribute the Works, and the right to make works based on the Works and use, license and distribute them, with the Program or as stand-alone modules, all as made or acquired by Developer or in modified form. FSF may charge a fee of its choosing for the service of distribution.

2. Developer will report occasionally, on Developer's initiative and whenever requested by FSF, the changes and/or enhancements which are covered by this contract, and (to the extent known to Developer) any outstanding rights, or claims of rights, of any person, that might be adverse to the rights of Developer or FSF or to the purpose of this contract.

3.(a) The parties shall execute such documents and undertake such acts as may be requested by the other to implement the letter and spirit of this agreement and any conveyance stated herein, subject to a limitation of reasonableness of such request with attention to cost and time burdens imposed thereby.

(b) The undertakings in par. 3(a), above, are without prejudice to the conveyances made through this assignment document. The intention of FSF and Developer is that this assignment document will be supplemented rarely, if at all, by other documents.

4. FSF agrees that all distribution of the Works, or of any work “based on the Works”, or the Program as enhanced by the Works, that takes place under the control of FSF or its agents or successors, shall be on terms that explicitly and perpetually permit anyone possessing a copy of the work to which the terms apply, and possessing accurate notice of these terms, to redistribute copies of the work to anyone on the same terms. These terms shall not restrict which members of the public copies may be distributed to. These terms shall not require a member of the public to pay any royalty to FSF or to anyone else for any permitted use of the work they apply to, or to communicate with FSF or its agents or assignees in any way either when redistribution is performed or on any other occasion.

5. FSF agrees that any program "based on the Works" offered to the public by FSF or its agents or assignees shall be offered in the form of machine-readable source code, in addition to any other forms of FSF's choosing. However, FSF is free to choose at its convenience the media of distribution for machine-readable source code and may charge a fee of its choosing for copies.

6. Developer hereby agrees that if he has or acquires hereafter any proprietary interest (including, without limitation, any patent or copyright interest) dominating the Works, the Program, the Program as enhanced by the Works, or other enhancements to the Program, or the use of any of those, such dominating interest will not be used to undermine the effect of this assignment, i.e. the Foundation and the general public will be licensed to use, in that program or programs and their derivative works, without royalty or limitation, the subject matter of the dominating interest. This license provision will be binding on the assignees of, or other successors to, the dominating interest, as well as on Developer. This license grant is nonexclusive, royalty-free and non-cancellable.

7. (a) Developer warrants to FSF that his reports in accord with section 2 above are accurate and that he is the sole copyright holder of the Works conveyed either now or in the future under this agreement.

(b) Developer agrees to hold FSF harmless from damage arising out of a breach of the warranty in section 7(a) of this Agreement, i.e. from any adverse ownership interest not reported by Developer and resulting in direct or indirect harm to FSF. Developer's warranty and hold harmless obligation does not run to the general public except insofar as damage to the public results in harm to FSF.

(c) Developer is not obliged to defend FSF against any spurious claim of adverse copyright ownership, but will cooperate with FSF in defending against any such claim and will indemnify FSF for all losses if the claim is not spurious, i.e. if the adverse claimant is a true copyright holder and FSF is thereby damaged, including but not limited to the amount of all adverse damage judgments and costs of litigation.

(d) Developer makes no other express or implied warranty (including without limitation, in this disclaimer of warranty, any warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE).

8. This agreement and all conveyances made pursuant hereto are deemed made in Massachusetts, this agreement and all such conveyances being deemed made under seal, as of the date of fixation of any work covered hereby in tangible form and, also, as of the date of execution of this agreement by Developer.

9. This agreement shall be governed and construed in accordance with the laws of the United States and the Commonwealth of Massachusetts, excluding that State's choice-of-law principles. All claims relating to or arising out of this contract, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the United States and the Commonwealth of Massachusetts, excluding that State's choice-of-law principles.

Thank you for the contribution!

Signed:

Accepted by the Free Software Foundation

\_\_\_\_\_  
Brian Leung

\_\_\_\_\_  
John Hsieh, Deputy Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

SPELL OUT THE NAME OF THE MONTH WHEN WRITING THE DATE