

Subsidy Agreement

1. Parties

This agreement (hereinafter referred to as the Agreement) is between

a. Stichting NLnet Labs, a foundation (“stichting”) under the laws of the Netherlands, having its office at Science Park 140, 1098 XG, Amsterdam, registered under KVK 34126276, lawfully represented by Olaf M. Kolkman, hereinafter referred to as NLnet Labs,

and:

b. [companyname], a company organized under the laws of [companycountry], having its office at [companyaddress], lawfully represented by [companyrepresentative], hereinafter referred to as the Benefactor.

2. Whereas

a. NLnet Labs was founded to develop, implement, evaluate, and promote new protocols and applications for the Internet. Its activities are focused on topics directly relating to the Internet's infrastructure, such as DNS, DNSSEC, IPv6, and routing.

b. NLnet Labs as part of its activities is

- i. developing freely available DNS software, among which the authoritative server NSD, the recursive server Unbound, and the software library Idns;
- ii. active in outreach activities concerning open source and open standards, DNS, and Internet Technology and Governance;
- iii. committed to support its freely available software products on a best effort basis, free of charge.

c. The Benefactor supports NLnet Labs and its activities.

d. The Benefactor and NLnet Labs wish to agree on the following.

3. Rights and Obligations

a. The Benefactor provides NLnet Labs with a [one-time|periodical] financial subsidy of € _____ [per quarter/year] (the Subsidy) in order for NLnet Labs to pursue its chartered activities in general and its activities with respect to research and development pertaining the Domain Name System in particular.

b. Benefactor will not direct NLnet Labs with respect to the applications of the funds contributed under this agreement.

4. Payment

- a. All payments are to be made in Euros.
- b. A one-time Subsidy is due 30 days after signing the Agreement.
- c. A periodical Subsidy is due 30 days after signing the Agreement and subsequently 30 days after each [quarter/year] following the signing of the Agreement.
- d. NLnet Labs will [optional: annually/quarterly] remind the Benefactor of the agreed Subsidy.
- e. The Benefactor shall then make payment within 30 days of the date of the reminder.

5. Intellectual Property Rights

- a. NLnet Labs will be the sole and beneficial owner of the copyrights and other intellectual property rights in software, inventions, documentation, reports and other results produced by NLnet Labs. Nothing in this Agreement constitutes a transfer or license of such rights to the Benefactor. NLnet Labs may release its software to the general public under an open source license such as the BSD license or otherwise.

6. Liability

- a. NLnet Labs does not provide any guarantees or assume obligations with respect to its activities.
- b. Software released by NLnet Labs is subject to an open-source license such as the BSD license, always including a limitation of liability.
- c. In no event shall NLnet Labs or NLnet Labs Personnel be liable for indirect, special, incidental or consequential damages, including but not limited to loss of use, data or profits, business interruption, discontinuation of the company, costs of reproduction of damaged or lost data, non-material damage and missed savings.

7. Term and termination

- a. The Agreement will commence on the date it is signed and will continue in full force and effect for a period of one year.
[For periodic benefactorships:]
The Agreement will be automatically renewed for successive terms of one quarter|year unless it is terminated by the Benefactor by means of a written notification sent at least 60 days prior to the end of the contract term. Renewal is explicitly only agreed upon in case of a periodical Subsidy.

8. Applicable law and Jurisdiction

- a. The Agreement shall be governed by the laws of the Netherlands.
 - b. Any dispute arising in connection with the Agreement shall be subjected to the competent court in Amsterdam.
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9. Miscellaneous

- a. Modifications to the Agreement will only be valid if they are agreed upon in writing.
- b. Unless agreed otherwise, where a writing is required under this agreement, such writing may be exchanged by email, provided it is digitally signed. For the purpose of the Agreement, a digitally signed email shall mean a signature existing of electronic data attached to or logically associated with other electronic data and used for authentication and integrity verification purposes.
- c. In case one or more stipulations in the Agreement will be null and void or will become legally invalid the other stipulations of the Agreement will remain in force. The stipulations that are invalid or not legally valid will be interpreted in such a way that the general rendering of the Agreement will be preserved.

10. Date and signature

Place: _____

Date: _____

Benefactor

NLnet Labs

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____
