

Fiduciary Licence Agreement

(Version 1.2)

COPYRIGHT (C) 2002-2007 FSFE, E.V. (DÜSSELDORF, GERMANY),
COPYRIGHT (C) 2010-2011 ASSOCIATION OF MIZAR USERS (BIAŁYSTOK, POLAND),
THIS LICENCE IS RELEASED UNDER THE TERMS OF
THE CREATIVE COMMONS ATTRIBUTION/SHARE-Alike LICENCE VERSION 2.5.

Preamble

The purpose of this agreement is to ensure consistent free open source licensing and the lasting protection of the Mizar Mathematical Library, Mizar Software, and related materials, by making the Association of Mizar Users (AMU) the fiduciary of the authors of Mizar articles and software. It empowers AMU to maintain the library and the software, and protect them in court, if necessary.

AMU is given the right to relicense the Mizar articles and software under free open source licences as necessary for the long-term legal maintainability and protection of the articles and software. The agreement also grants the author an unlimited amount of non-exclusive licences by AMU, which allow using and distributing the article(s) and software in other projects and under other licences.

The agreement also allows AMU to additionally release the articles and software under different (typically commercial) licence, if AMU considers it beneficial for progress in science and technology, and the AMU's profit is used for further support of its goals.

The contracting parties sign the following agreement in full consciousness that by the grant of exclusive licence to AMU and by the administration of these rights the AMU becomes trustee of the author's interests for the benefit of free access to science and its free development.

Agreement

Between (please cross out unsuitable alternatives)

- the author

 ----- (Occupation, D.o. Birth)
 ----- (Street)
 ----- (ZIP, City, Country)
 ----- (Pseudonym, Email)

- the owner of the exclusive licence,

----- (Company or name)
 ----- (HQ or addr.)
 ----- (managing director)

- acquired by virtue of a contract date as of
- contracting party:
- acquired as employer in the context of a work and service relationship

- hereinafter referred to as "Beneficiary" –

and the

Association of Mizar Users
 ul. Akademicka 2
 15-267 Białystok
 Poland

- hereinafter referred to as "AMU" –

the following agreement is entered into:

§ 1 Grant

(1) Subject to the provision of § 2, Beneficiary assigns to AMU the Copyright in mathematical articles, computer programs, and other copyrightable material world-wide, or in countries where such an assignment is not possible,¹ grants an exclusive licence, 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;

¹Countries where assignments of the copyright in a work are impossible include, but are not limited to, Germany, Austria, Slovenia and Hungary.

4. the right to authorize third parties to make derivative works of the Articles and Software, or to work on and commit changes or perform this conduct themselves.
- (2) Beneficiary's moral or personal rights remain unaffected by this Agreement.
- (3) In some countries, the law may provide that the employer is deemed to be the owner of the rights on materials developed by an employee in the course of his or her employment, unless the parties have agreed otherwise. The Beneficiary is aware of these provisions, and therefore warrants, represents and guarantees that the Subject Matter is free of any of his or her employer's exclusive exploitation rights.

§ 2 Subject Matter

The rights and licences granted in § 1 are subject to all “Articles”, “Software”, and “Documentation.” For the purpose of this Agreement, “Articles” shall mean all mathematical articles, copyrightable sections of mathematical articles or modifications of mathematical articles that have been developed or programmed by Beneficiary 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. “Software” shall mean all computer programs, copyrightable sections of computer programs or modifications of computer programs that have been developed or programmed by Beneficiary 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 Beneficiary alongside and usually distributed with the “Articles” and “Software” and are similarly specified below or listed in Exhibit A:

Except in countries where such an assignment is not possible,² the rights [and licences] granted under this agreement by Beneficiary shall also include future developments, future corrections of errors or faults and other future modifications and derivative works of the articles that Beneficiary 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 articles.

§ 3 AMU's Rights and Re-Transfer of Non-Exclusive Licence

- (1) AMU shall exercise the granted rights and licences in its own name. Furthermore, AMU shall be authorized to enjoin third parties from using the articles and forbid any unlawful or

²Countries where assignments of the copyright in a future work are impossible include, but are not limited to, France.

copyright infringing use of the Articles, and shall be entitled to enforce all its rights in its own name in and out of court. AMU shall also be authorized to permit third parties to exercise AMU's rights in and out of court.

(2) AMU grants to Beneficiary a non-exclusive, worldwide, perpetual and unrestricted licence in the Articles and Software. This right's [and licence's] scope shall encompass and include all the rights [and licences] specified in § 1. Furthermore, AMU grants to Beneficiary additional non-exclusive, transferable licence to use, reproduce, redistribute and make available the Articles and Software as needed for releases of the Articles and Software under other licences. This re-transfer shall not limit the scope of AMU's exclusive licence in the Articles and Software and AMU's rights pursuant to § 1.

(3) AMU pledges to always maintain free open source licensing of the Articles and Software, under (one or more) licences in the spirit of the GNU GPL, GNU GFDL, CC-BY-SA, MIT, X11, or BSD licences. In parallel, AMU is also allowed to decide to use other (typically commercial) licensing, when it considers that beneficial for progress in science and technology, especially in the fields of formal methods. In such cases, any possible commercial profit made by AMU must be used for further advancing the charitable purposes declared in the status of AMU. In the event AMU violates these principles, all granted rights and licences shall automatically return to the Beneficiary and the licences granted hereunder shall be terminated and expire.

(4) The transfer of the rights and licences specified in § 1 shall be unrestricted in territory and thus shall apply world-wide and be temporally unlimited.

§ 4 Miscellaneous

(1) Regarding the succession of rights in this contractual relationship, Polish law shall apply, unless this Agreement imposes deviating regulations. In case of the Beneficiary'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 Bialystok, Poland.

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