

Fiduciary Licence Agreement

(Version 1.2)

COPYRIGHT (C) 2002-2007 FSFE, E.V.,
TALSTRASSE 110, 40217 DUSSELDORF, GERMANY
THIS LICENCE IS RELEASED UNDER THE TERMS OF
THE CREATIVE COMMONS ATTRIBUTION/SHARE-Alike LICENCE VERSION 2.5.

Preamble

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 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;

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

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 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" 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. Likewise, "Documentation" shall refer to all manuals and documentation written by Beneficiary alongside and usually distributed with the "Articles" 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. 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 license to use, reproduce, redistribute and make available the Articles as needed for releases of the Articles under other licences. This re-transfer shall not limit the scope of AMU's exclusive licence in the Articles and AMU's rights pursuant to § 1.

(3) AMU shall only exercise the granted rights and licences in accordance with the principles of Free Software as defined by the Free Software Foundations. AMU guarantees to use the rights and licences transferred in strict accordance with the regulations imposed by Free Software licences, including, but not limited to, the GNU General Public Licence (GPL) or the GNU Lesser General Public Licence (LGPL) respectively. In the event AMU violates the principles of Free Software, 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 Białystok, Poland.

-----, -----, -----

(Beneficiary)

(AMU)