

***direct* Netware Group**

Extended Core: File

Working with a file abstraction layer

The following agreement is valid for all files and subdirectories of
ext/core/file (git)

Fiduciary Licence Agreement

v1.0.0

Based on the Fiduciary Licence Agreement (Version 1.3.3 for the KDE project by KDE e.V.) released under the terms of the Creative Commons Attribution/Share-alike licence version 2.5 by the Free Software Foundation Europe (FSFE).

Thank you for your interest in projects of the *direct* Netware Group (dNG). As a supporter of the development project listed above we would kindly ask you to agree to and send a written copy of this license agreement to the address named below.

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Agreement

(Please cross out unsuitable alternatives.)

Between

- the author

(Name)

(Occupation, D.o. Birth)

(Street)

(ZIP, City, Country)

(e-Mail)

- the owner of the exclusive licence,

(Company or name)

(HQ or address)

(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 *direct* Netware Group, which at the time of this writing has the official address:

direct Netware Group
z.Hd. Herr Wolf
Winterbergstr. 84d
1237 Dresden
Germany

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§1 Grant

(1) Subject to the provision of §2, Beneficiary assigns to the *direct* Netware Group the Copyright in computer programs and other copyrightable material world-wide, or in countries where such an assignment is not possible, 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;
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 apply to both "Software" and "Documentation." For the purpose of this Agreement, "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.

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Likewise, "Documentation" shall refer to all manuals and documentation written by Beneficiary alongside and usually distributed with the "Software" and are similarly specified below or listed in Exhibit A:

Except in countries where such an assignment is not possible,⁵ 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 software to which Beneficiary obtains copyright ownership under this agreement. Excluded from this provision are modifications that are not derived from the subject matter and that have to be regarded as independent and original software.

§3 *direct* Netware Group's Rights and Re-Transfer of Non-Exclusive Licence

- (1) The *direct* Netware Group shall exercise the granted rights and licences in its own name. Furthermore, the *direct* Netware Group shall be authorized to enjoin third parties from using the software and forbid any unlawful or copyright infringing use of the Software, and shall be entitled to enforce all its rights in its own name in and out of court. The *direct* Netware Group shall also be authorized to permit third parties to exercise the *direct* Netware Group's rights in and out of court.
- (2) The *direct* Netware Group grants to Beneficiary a non-exclusive, worldwide, perpetual and unrestricted licence in the Software. This right's (and licence's) scope shall encompass and include all the rights (and licences) specified in §1. Furthermore, the *direct* Netware Group grants to Beneficiary additional non-exclusive, transferable license to use, reproduce, redistribute and make available the Software and / or Documentation as needed for releases of the Software and / or Documentation under other licences. This re-transfer shall not limit the scope of the *direct* Netware Group's exclusive licence in the Software and rights pursuant to §1.

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- (3) The *direct* Netware Group 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 the *direct* Netware Group 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, German 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 Dresden, Germany.

(Date, Place)

(Date, Place)

(Beneficiary)

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