Agreement between Kern Sibbald, Bacula, Bacula Systems and the Free Software Foundation Europe e.V.

The parties:

Bacula.org community
as represented by Kern Sibbald,
hereinafter referred to as "Bacula.org";

and

Kern Sibbald, representing himself;

and

Free Software Foundation Europe e.V.
Schönhauser Allee 6/7
Stairway 2, 5. floor
10119 Berlin
Germany,
hereinafter referred to as "FSFE";

and

Bacula Systems SA.,
Rue Galilée 5
CH-1400 Yverdon-les-Bains
Switzerland,
hereinafter referred to as "Bacula Systems".

With the intent of transferring rights that FSFE holds in Bacula software to Kern Sibbald under a set of conditions that guarantee the availability of a Free Software version of Bacula, the Parties have come to the following agreement:

Definitions:

"Beneficiary" shall mean any contributor with whom Kern Sibbald has
signed a separate agreement, past or future, concerning a transfer
of rights to software destined for the Bacula.org community version
from the contributor to Kern Sibbald.

"Free Software license" shall mean any software license classified
as a Free Software license by the Free Software Foundation. For reference,
on the date of this agreement, a list of which is available on:
https://www.gnu.org/licenses/license-list.html

"Bacula.org Original Software" shall mean the software as committed
to its public git repository on the 6th of March 2015, which at the
date of signing this agreement corresponds to the
commit 8a52b0c387a3bfa9b6cc24da289142308af649eb, included as an
appendix to this agreement with the filename bacula-2015-03-06.tar.gz

having the SHA1 sum cfb512c93b5d6d3e8ca7a53b61e0c11b590fa32e.

§1. Bacula Systems agrees that:

   a) should the Bacula Enterprise Version not be distributed by Bacula Systems or its legal successors for a period of three years, the FSFE shall automatically be granted a non-exclusive license to use, reproduce, redistribute, make available and sublicense the Bacula Enterprise Version under a Free Software license, and Bacula Systems shall upon reasonable notice offer up source code, documentation and other materials to make this possible;

   b) all features and plugins which appear in the Enterprise version should continue to be migrated into the Bacula.org community version over a period of approximately five years;

   c) features depending on proprietary upstream licenses with third parties, or which for any other reason can not be legally included in a Free Software version under the license of Bacula software, are excluded from the provisions of §1(a) and §1(b).

§2. Kern Sibbald agrees to:

   a) grant Beneficiaries a non-exclusive, transferable, worldwide, perpetual and unrestricted license in their contributed software;

   b) ensure that any and all software contributed by Beneficiaries and which is accepted and included in Bacula.org software is released under a Free Software license;

   c) that all granted rights and licenses from Beneficiaries shall automatically return to the Beneficiaries in the event that Kern Sibbald or his successor violate the provisions of §2(a) or §2(b);

   d) ensure that the provisions of §2(a), §2(b) and §2(c) are also incorporated into the copyright assignment agreement or similar agreement which Kern Sibbald signs with Beneficiaries;

   e) ensure that in the event Kern Sibbald licenses or transfers his exclusive rights or rights contributed by Beneficiaries to a third party, that such a third party agree to fulfill the same obligations that Kern Sibbald has according to this agreement.

§3. Bacula.org and Kern Sibbald agrees to:

   a) release all future versions of the Bacula.org community version under a Free Software license.

§4. FSFE agrees to:

   a) upon the signing of this agreement, FSFE will automatically return to Kern Sibbald, all rights and licenses in the Bacula.org Original Software, authored by Kern Sibbald personally;

   b) upon the acknowledged receipt of written agreement from third parties for whom the FSFE holds rights and licenses in Bacula.org Original Software, or after a period of notice of 60 days in the case the third party does not respond after reasonable efforts has been made to communicate, to automatically transfer those rights and licenses to Kern Sibbald;

   c) extend an offer to all contributors of the Bacula.org Original Software from whom the FSFE hold a Fiduciary License Agreement, to transfer their rights pursuant to §4(b) to Kern Sibbald, or to keep the FSFE as their fiduciary, or as otherwise agreed between the FSFE and the contributor.

§5. If any part of this agreement is found to be invalid, the other parts shall remain in effect.

Signed in four copies, one held by each party;

for the Free Software Foundation Europe e.V.,

…... …..
Jonas Öberg   Matija Šuklje

4 August 2015

for Bacula Systems SA,

…... …..

for the Bacula.org community and Kern Sibbald,

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Kern Sibbald