Fiduciary Licence Agreement

(Version 1.2)

Preamble

Access to software determines participation in a digital society. To secure equal participation in the information age, the Free Software Foundation Europe (FSFE) pursues and is dedicated to the furthering of Free Software, defined by the freedoms to use, study, modify and copy. Independent of the issue of commercial exploitation, it is proprietary, freedom-diminishing licensing that works against the interests of people and society at large, which is therefore rejected by FSFE.

The purpose of this agreement is to ensure the lasting protection of Free Software by making FSFE the fiduciary of the author's interests. It empowers FSFE – and its sister organisations – to uphold the interests of Free Software authors and protect them in court, if necessary.

FSFE is given the right to relicense the software as necessary for the long-term legal maintainability and protection of the software. The agreement also grants the author an unlimited amount of non-exclusive licences by FSFE, which allow using and distributing the program in other projects and under other licences.

The contracting parties sign the following agreement in full consciousness that by the grant of exclusive licence to the Free Software Foundation Europe e.V. and by the administration of these rights the FSFE becomes trustee of the author's interests for the benefit of Free Software.

Agreement

Between (**please cross out unsuitable alternatives**)

- the author


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-----------------------------------------
----------------------------------------- (Occupation, D.o. Birth)
----------------------------------------- (Street)
----------------------------------------- (ZIP, City, Country)
----------------------------------------- (Pseudonym, Email)
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- the owner of the exclusive licence,


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

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Free Software Foundation Europe, e.V.,
Talstrasse 110
40217 Dsseldorf
Germany
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                                        - hereinafter referred to as "FSFE" –
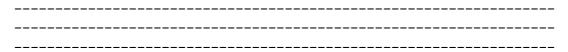
the following agreement is entered into:

§ 1   Grant

(1)   Subject to the provision of § 2, Beneficiary assigns to FSFE 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;

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[1]Countries 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 "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. 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,[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 software 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 software.

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

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

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

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. FSFE shall also be authorized to permit third parties to exercise FSFE's rights in and out of court.

(2) FSFE 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, FSFE grants to Beneficiary additional non-exclusive, transferable license to use, reproduce, redistribute and make available the Software as needed for releases of the Software under other licences. This re-transfer shall not limit the scope of FSFE's exclusive licence in the Software and FSFE's rights pursuant to § 1.

(3) FSFE shall only exercise the granted rights and licences in accordance with the principles of Free Software as defined by the Free Software Foundations. FSFE 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 FSFE 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 Munich, Germany.

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            (Beneficiary)   (FSFE)