Preamble

Access to software determines who may participate in a digital society. In order to allow equal participation in the information age, the Free Software Foundation Europe pursues the furthering of Free Software, which is defined through the freedoms to use, study, modify and copy.

These freedoms are independent from the question of commercial exploitation. It is proprietary, freedom-diminishing licensing that works against the interests of people and society, which is therefore rejected by the FSF Europe.

The requirements of users are changing continuously just like the technical and legal framework in which software exists. This makes permanent, lasting support of software in all areas indispensable.

Whenever new legislature or business models threaten the lawfulness or protection of Free Software, relicensing software under an adapted licence may become necessary. Regardless of the number of authors involved or their accessibility when this question arises, this agreement ensures an appropriate relicensing can occur.

Like any freedom, freedom of software also requires protection. In a globally networked world this has to happen worldwide. Uncovering possible violations of an author's rights and upkeeping them in court, if necessary, is a difficult, but seminal task.

This agreement empowers the FSF Europe – and its sister organizations – to uphold the interests of Free Software authors anywhere on the planet and protect them in court, if need be. The author gets freed from the obligation of having to do this her- or himself. Furthermore the agreement allows bundling the interestes of authors worldwide.

Additionally, this agreement grants the author an unlimited amount of non-exclusive licences by the FSF Europe, 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 FSF Europe becomes trustee of the author's interests for the benefit of Free Software.

Fiduciary Licence Agreement
(Version 1.0)

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 dates as of

  – contracting party:

  – acquired as employer in the context of a work and service relationship

  - hereinafter referred to as "Beneficiary" –

and the

    Free Software Foundation Europe, e.V.,
    Villa Vogelsang,
    Antonienallee 1,
    45279 Essen
    Germany

  - hereinafter referred to as "FSF Europe" –

the following agreement is entered into:

§ 1 Grant - "Copyright" Countries

Subject to the provision of § 3, Beneficiary grants to FSF Europe the Copyright in computer programs and other copyrightable material for countries where such a grant is legally feasible (countries following the "Copyright" tradition, such as the USA, Great Britain etc.).

§ 2 Grant - Other Countries

(1) Subject to the provision of § 3, for countries where a transfer of Copyright as specified in § 1 is not legally feasible (countries such as Germany, France, Italy, Benelux countries etc.), Beneficiary grants to FSF Europe the following exclusive rights and licences:

1. the right to copy 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) The European Copyright Directives determine that software or code, that was developed and written in an employer-employee relationship, shall automatically become the employer's ownership with regard to the exclusive licence in the software, unless a deviating agreement was entered into between employer and employee. Beneficiary is aware of these provisions, and therefore warrants, represents and guarantees that the Software is free of any his or her employer's exclusive exploitation rights.

§ 3 Subject Matter

The rights and licences granted in § 1 and § 2 are subject to all "Software." 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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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 in. However, identifiable portions of such modifications, that are not derived from the computer program and that have to be regarded as independent and original software, shall not be encompassed by the scope of the rights and licences granted under this Agreement.

§ 4 FSF Europe's Rights and Re-Transfer of Non-Exclusive Licence

(1) FSF Europe shall exercise the granted rights and licences in its own name. Furthermore, FSF Europe 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. FSF Europe shall also be authorized to permit third parties to exercise FSF Europe's rights in and out of court.

(2) FSF Europe 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 and § 2. FSF Europe grants to Beneficiary furthermore additional non-exclusive, transferable rights to use the Software as needed for releases of the Software under other licences. This re-transfer shall not limit the scope of the FSF Europe's exclusive licence in the Software and FSF Europe's rights pursuant to §§ 1, 2 and 3.

(3) FSF Europe shall only exercise the granted rights and licences in accordance with the principles of Free Software. The FSF Europe guarantees to use the rights and licences transferred in strict accordance with the regulations imposed by Free licences, in particular the GNU General Public Licence or – as far as this is necessary to achieve the aims of Free Software – the GNU Lesser General Public Licence in the current version respectively. In the event FSF Europe violates the provisions of these Free licences, 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 and § 2 shall be unrestricted in territory and thus shall apply world-wide and be temporally unlimited.

§ 5   Miscellaneous

(1)   Regarding the succession of rights in this contractual relationship, the statutory regulations 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 Hamburg, Germany.

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            (Beneficiary)   (FSF Europe)