Fiduciary Licence Agreement

(Version 3.0)

Preamble

The purpose of this agreement is to ensure the lasting protection of Bacula by making Kern Sibbald the fiduciary of the author's interests. It empowers Kern Sibbald (here after referred to as "Kern") – to uphold the interests of Free Software authors and protect them in court, if necessary.

Kern 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 Kern, 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 Kern Sibbald and by the administration of these rights the Kern becomes trustee of the author's interests for the benefit of Bacula and allows Kern to use and distribute the program in other projects and under other licenses.

Agreement

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

- the author

_____ (Name)

_____ (Occupation, Date of 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

<div align="center">- hereinafter referred to as "Beneficiary" –</div>

and the

    Kern Sibbald
    Cotes-de-Montmoiret 9
    1012 Lausanne
    Switzerland

<div align="center">- hereinafter referred to as "Kern" –</div>

the following agreement is entered into:

§ 1 Grant

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

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

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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.

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   Kern's Rights and Re-Transfer of Non-Exclusive Licence

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

(2)   Kern 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, Kern grants to Beneficiary additional non-exclusive, transferable license to use, reproduce, redistribute and make available the Software as

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

needed for releases of the Software under other licences. This re-transfer shall not limit the scope of Kern's exclusive licence in the Software and Kern's rights pursuant to § 1.

(3) 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, Swiss 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 Lausanne, Switzerland.

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City/Country,          Date          City/Country,          Date


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        (Signature)                            (Kern)
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