Fiduciary License Agreement
(Version 7.0)

Preamble

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

Kern is given the right to re-license the Software as necessary for the long-term legal maintainability and protection of the Software. The agreement also grants the author (Contributor) a non-exclusive license by Kern, which allows the Contributor to use and distribute his contributed Software in other projects and under other licenses.

The contracting parties (Parties) sign the following agreement in full consciousness that by assigning the rights on the Software, respectively by grant of License (definition below) to Kern Sibbald and by the administration of these rights 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 (Contributor)

  _____ (Name and Date)

  _____ (Occupation, Date of Birth)

  _____ (Street)

  _____ (ZIP, City, Country)

  _____ (Pseudonym, Email)

- the assignee (owner) of the copyright of the Software

  _____ (Company or name)

  _____ (HQ or addr.)

  _____ (owner's signature)

  - acquired by virtue of a contract date as of
  - contracting party:
  - acquired as employer in the context of a work and service relationship

  - herein referred to as "Contributor" –

and

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Kern Sibbald
Cotes-de-Montmoiret 9A
1012 Lausanne
Switzerland
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  - hereinafter referred to as "Kern" –

the following agreement is entered into:

§ 1 Grant

(1) Parties agree that if the author (Contributor) has signed any earlier version of this FLA with Kern, to avoid any misconstructions, Parties have agreed to replace any and all earlier versions of the FLA with the current agreement, with an effective date retroactively applicable as of the time the prior FLA was signed.

(2) Parties agree that if the author (Contributor) has already signed an FLA with the Free Software Foundation Europe (FSFE), to avoid any misconstructions of the intent, Parties agree that the term "License" in the current (this) agreement shall mean "non-exclusive license" granted to Kern by the Contributor based upon the Contributor's own license granted back by the FSFE as a result of the FLA signed between such Contributor and the FSFE. In all other cases, the term "License" in this agreement shall mean "exclusive license".

(3) Subject to the provision of § 2, Contributor assigns to Kern the Copyright in computer programs and other copyrightable material (Software) worldwide, or in countries where such an assignment is not possible,[1] grants a License, 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;

5. the right to use, reproduce, redistribute and make derivative works of the Software under other including non-free licenses.

(4) Contributor's moral or personal rights remain unaffected by this Agreement.

(5) 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.

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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.

Contributor is aware of these provisions, and therefore warrants, represents and guarantees that the Contributed Software is free of any of his or her employer's License exploitation rights.

§ 2   Subject Matter

The rights and licenses granted in § 1 are subject to all "Software" and "Documentation". For the purpose of this Agreement, "Software" shall mean all computer programs, scripts, copyrightable sections of computer programs or modifications of computer programs that have been developed or programmed by Contributor that are specified in this Agreement below. Likewise, "Documentation" shall refer to all manuals and documentation written by Contributor alongside and usually distributed with the "Software" that are similarly specified below:

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All code, scripts and documentation contributed by Contributor
to the bacula.org project at any time, including prior to the
signature of this Agreement.
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Except in countries where such an assignment is not possible,[2] the rights [and licenses] granted under this agreement by Contributor shall also include future developments, future corrections of errors or faults and other future modifications and derivative works of the Software for which Contributor 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 license

(1) Kern shall exercise the granted rights and Licenses in his own name, bearing in mind that Kern shall be entitled to sublicense such rights to third parties. 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 as well as those of the Contributor in his 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.

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

(2) Kern grants to Contributor a non-exclusive, worldwide, perpetual and unrestricted license in the contributions Contributor has made to the bacula.org project. This right's [and license's] scope shall encompass and include all the rights [and licenses] specified in § 1. Furthermore, Kern grants to Contributor additional non-exclusive, transferable license to use, reproduce, redistribute and make available his or her contributions to the bacula.org project as needed for releases of the code he or she contributed under other licenses. This re-transfer shall not limit the scope of Kern's License in the Software and Kern's rights pursuant to § 1.

(3) The transfer of the rights and licenses 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 Kern's death, the assignment of exclusive or non-exclusive rights to Kern shall continue with his heirs. In case of more than one heir, all heirs must exercise their rights through a common authorized person. In case of Contributor's death, the re-assignment of non-exclusive rights to Contributor shall continue with the Contributor's heirs. In case of more than one heir, all heirs must exercise their rights through a common authorized person.

(2) This agreement takes effect immediately upon signature by the Contributor and shall supersede and replace any prior FLA signed between the Parties, provided that this agreement becomes effective as of the effective date of the prior FLA signed between the Parties (if any).

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

(4) The place of jurisdiction for all legal conflicts arising out of or in connection with this Agreement is the Cour civile du Tribunal cantonal du Canton de Vaud, seated in Lausanne, Switzerland.

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   City/Country,         Date          City/Country,         Date




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   (Signature)                           (Kern Sibbald)
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