Fiduciary License Agreement 2.0

based on the

Individual Contributor Exclusive License Agreement

(including the TRADITIONAL PATENT LICENSE OPTION)

Thank you for your interest in contributing toHampel Software Engineering (HSE)'s _____ ("We" or "Us").

The purpose of this contributor agreement ("Agreement") is to clarify and document the rights granted by contributors to Us. To make this document effective, please follow the instructions at https://dokuwiki.hampel-soft.com/code/common/cla.

0. Preamble

Software is deeply embedded in all aspects of our lives and it is important that it empower, rather than restrict us. Free Software gives everybody the rights to use, understand, adapt and share software. These rights help support other fundamental freedoms like freedom of speech, press and privacy.

Development of Free Software can follow many patterns. In some cases whole development is handled by a sole programmer or a small group of people. But usually, the creation and maintenance of software is a complex process that requires the contribution of many individuals. This also affects who owns the rights to the software. In the latter case, rights in software are owned jointly by a great number of individuals.

To tackle this issue some projects require a full copyright assignment to be signed by all contributors. The problem with such assignments is that they often lack checks and balances that would protect the contributors from potential abuse of power from the new copyright holder.

FSFE's Fiduciary License Agreement (FLA) was created by the Free Software Foundation Europe e.V. with just that in mind – to concentrate all deciding power within one entity and prevent fragmentation of rights on one hand, while on the other preventing that single entity from abusing its power. The main aim is to ensure that the software covered under the FLA will forever remain Free Software.

This process only serves for the transfer of economic rights. So-called moral rights (e.g. authors right to be identified as author) remain with the original author(s) and are inalienable.

How to use this FLA

If You are an employee and have created the Contribution as part of your employment, You need to have Your employer approve this Agreement or sign the Entity version of this document. If You do not own the Copyright in the entire work of authorship, any other author of the Contribution should also sign this – in any event, please contact Us at code@hampel-soft.com

1. Definitions

"You" means the individual Copyright owner who Submits a Contribution to Us.

"Contribution" means any original work of authorship, including any original modifications or additions to an existing work of authorship, Submitted by You to Us, in which You own the Copyright.

"Copyright" means all rights protecting works of authorship, including copyright, moral and neighboring rights, as appropriate, for the full term of their existence.

"Material" means the software or documentation made available by Us to third parties. When this Agreement covers more than one software project, the Material means the software or documentation to which the Contribution was Submitted. After You Submit the Contribution, it may be included in the Material.

"Submit" means any act by which a Contribution is transferred to Us by You by means of tangible or intangible media, including but not limited to electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, Us, but excluding any transfer that is conspicuously marked or otherwise designated in writing by You as "Not a Contribution."

"Documentation" means any non-software portion of a Contribution.

2. License grant

2.1 Copyright license to Us

Subject to the terms and conditions of this Agreement, You hereby grant to Us a worldwide, royalty-free, exclusive, perpetual and irrevocable (except as stated in Section 8.2) license, with the right to transfer an unlimited number of non-exclusive licenses or to grant sublicenses to third parties, under the Copyright covering the Contribution to use the Contribution by all means, including, but not limited to:

- publish the Contribution,
- modify the Contribution,
- prepare derivative works based upon or containing the Contribution and/or to combine the Contribution with other Materials,
- reproduce the Contribution in original or modified form,
- distribute, to make the Contribution available to the public, display and publicly perform the Contribution in original or modified form.

2.2 Moral rights

Moral Rights remain unaffected to the extent they are recognized and not waivable by applicable law. Notwithstanding, You may add your name to the attribution mechanism customary used in the Materials you Contribute to, such as the header of the source code files of Your Contribution, and We will respect this attribution when using Your Contribution.

2.3 Copyright license back to You

Upon such grant of rights to Us, We immediately grant to You a worldwide, royalty-free, non-exclusive, perpetual and irrevocable license, with the right to transfer an unlimited number of non-exclusive licenses or to grant sublicenses to third parties, under the Copyright covering the Contribution to use the Contribution by all means, including, but not limited to:

- publish the Contribution,
- modify the Contribution,
- prepare derivative works based upon or containing the Contribution and/or to combine the Contribution with other Materials,
- reproduce the Contribution in original or modified form,
- distribute, to make the Contribution available to the public, display and publicly perform the Contribution in original or modified form.

This license back is limited to the Contribution and does not provide any rights to the Material.

3. Patents

3.1 Patent license

Subject to the terms and conditions of this Agreement You hereby grant to Us and to recipients of Materials distributed by Us a worldwide, royalty-free, non-exclusive, perpetual and irrevocable (except as stated in Section 3.2) patent license, with the right to transfer an unlimited number of non-exclusive licenses or to grant sublicenses to third parties, to make, have made, use, sell, offer for sale, import and otherwise transfer the Contribution and the Contribution in combination with any Material (and portions of such combination). This license applies to all patents owned or controlled by You, whether already acquired or hereafter acquired, that would be infringed by making, having made, using, selling, offering for sale, importing or otherwise transferring of Your Contribution(s) alone or by combination of Your Contribution(s) with any Material.

3.2 Revocation of patent license

You reserve the right to revoke the patent license stated in section 3.1 if We make any infringement claim that is targeted at your Contribution and not asserted for a Defensive Purpose. An assertion of claims of the Patents shall be considered for a "Defensive Purpose" if the claims are asserted against an entity that has filed, maintained, threatened, or voluntarily participated in a patent infringement lawsuit against Us or any of Our licensees.

4. License obligations by Us

We agree to (sub)license the Contribution or any Materials containing, based on or derived from your Contribution under the

terms of any licenses the Free Software Foundation classifies as Free Software License and which are approved by the Open Source Initiative as Open Source licenses.

We agree to license patents owned or controlled by You only to the extent necessary to (sub)license Your Contribution(s) and the combination of Your Contribution(s) with the Material under the terms of any licenses the Free Software Foundation classifies as Free Software licenses and which are approved by the Open Source Initiative as Open Source licenses..

5. Disclaimer

THE CONTRIBUTION IS PROVIDED "AS IS". MORE PARTICULARLY, ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED BY YOU TO US AND BY US TO YOU. TO THE EXTENT THAT ANY SUCH WARRANTIES CANNOT BE DISCLAIMED, SUCH WARRANTY IS LIMITED IN DURATION AND EXTENT TO THE MINIMUM PERIOD AND EXTENT PERMITTED BY LAW.

6. Consequential damage waiver

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL YOU OR WE BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

7. Approximation of disclaimer and damage waiver

IF THE DISCLAIMER AND DAMAGE WAIVER MENTIONED IN SECTION 5. AND SECTION 6. CANNOT BE GIVEN LEGAL EFFECT UNDER APPLICABLE LOCAL LAW, REVIEWING COURTS SHALL APPLY LOCAL LAW THAT MOST CLOSELY APPROXIMATES AN ABSOLUTE WAIVER OF ALL CIVIL OR CONTRACTUAL LIABILITY IN CONNECTION WITH THE CONTRIBUTION.

8. Term

8.1 This Agreement shall come into effect upon Your acceptance of the terms and conditions.

8.2 This Agreement shall apply for the term of the copyright and patents licensed here. However, You shall have the right to terminate the Agreement if We do not fulfill the obligations as set forth in Section 4. Such termination must be made in writing.

8.3 In the event of a termination of this Agreement Sections 5., 6., 7., 8., and 9. shall survive such termination and shall remain in full force thereafter. For the avoidance of doubt, Free and Open Source Software (sub)licenses that have already been granted for Contributions at the date of the termination shall remain in full force after the termination of this Agreement.

9. Miscellaneous

9.1 This Agreement and all disputes, claims, actions, suits or other proceedings arising out of this agreement or relating in any way to it shall be governed by the laws of Germany excluding its private international law provisions.

9.2 This Agreement sets out the entire agreement between You and Us for Your Contributions to Us and overrides all other agreements or understandings.

9.3 In case of Your death, this agreement shall continue with Your heirs. In case of more than one heir, all heirs must exercise their rights through a commonly authorized person.

9.4 If any provision of this Agreement is found void and unenforceable, such provision will be replaced to the extent possible with a provision that comes closest to the meaning of the original provision and that is enforceable. The terms and conditions set forth in this Agreement shall apply notwithstanding any failure of essential purpose of this Agreement or any limited remedy to the maximum extent possible under law.

9.5 You agree to notify Us of any facts or circumstances of which you become aware that would make this Agreement inaccurate in any respect.

You

Date:

Name:

Title: _____

Address: _____

Us

Date: _____

Name: _____

Title: _____

Address: _____

Recreate this Contributor License Agreement

https://contributoragreements.org/ca-cla-chooser/?beneficiary-name=Hampel+Software+Engineering+(HSE)&project-name=_____&project-website=https%3A%2F%2Fcode.hampel-soft.com&project-email=code%40hampel-soft.com&process-url=https%3A%2F%2Fdokuwiki.hampel-soft.com%2Fcode%2Fcommon%2Fcla&project-jurisdiction=Germany&agreement-exclusivity=exclusive&fsfe-compliance=&fsfe-fla=&outbound-option=fsfe&outboundlist=&outboundlist-custom=&medialist=_____&patent-option=Traditional&your-date=&your-name=&your-title=&your-address=&your-patents=&pos=apply&action=