

# Fiduciary Licence Agreement

(Version 1.3.3)

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Talstrasse 110, 40217 Dusseldorf, Germany  
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the Creative Commons Attribution/Share-alike licence version 2.5.

## Preamble

The KDE project<sup>1</sup> is a large Free Software project that produces the K Desktop Environment software (henceforth referred to as “KDE”). KDE e.V.<sup>2</sup> is the organization dedicated to supporting the development of KDE. This support extends not only to the software source code where KDE e.V. supports developer meetings and infrastructure (while it does not steer development) but also to the legal needs of the KDE project.

Access to software determines participation in a digital society. To secure equal participation in the information age, the Free Software Foundation Europe (FSFE)<sup>3</sup> 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.

KDE e.V. and FSFE cooperate to provide legal support for contributors to the KDE project. The Fiduciary License Agreement (FLA) and FLA Relicensing Policy (FRP) documents are one result of this cooperation. The purpose of this agreement, the Fiduciary License Agreement (FLA) (version 1.3.3), is to ensure the lasting protection of Free Software by making KDE e.V. the fiduciary of the interests of software source code authors. It empowers KDE e.V. to uphold the interests of authors of the KDE software and protect them in court if necessary. The FSFE is instrumental in enabling this agreement and in assisting and clarifying as needed.

KDE e.V. is given the right to relicense the software as necessary for the long-term legal maintainability and protection of the software. Additional restrictions on relicensing are listed in the FLA Relicensing Policy (FRP) (version 1.3.3) document. The agreement also grants the author an unlimited amount of non-exclusive licences by KDE e.V., 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 KDE e.V. and by the administration of these rights KDE e.V. becomes trustee of the author’s interests for the benefit of Free Software.

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<sup>1</sup><http://www.kde.org/>

<sup>2</sup><http://ev.kde.org/>; the statutes of the KDE e.V. may be found at <http://ev.kde.org/corporate/statutes.php>

<sup>3</sup><http://www.fsfe.org/>

## Agreement

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

- the author

----- (Name)  
 ----- (Occupation, D.o. Birth)  
 ----- (Street)  
 ----- (ZIP, City, Country)  
 ----- (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

— hereinafter referred to as "Beneficiary" —

and KDE e.V., which at the time of this writing has the official address

KDE e.V.  
 Linienstrasse 141,  
 10115 Berlin,  
 Germany

— hereinafter referred to as "KDE e.V." —

the following agreement is entered into:

### § 1 Grant

(1) Subject to the provision of § 2, Beneficiary assigns to KDE e.V. the Copyright in computer programs and other copyrightable material world-wide, or in countries where such an assignment is not possible,<sup>4</sup> 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;

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<sup>4</sup>Countries where assignments of the copyright in a work are impossible include, but are not limited to, Germany, Austria, Slovenia and Hungary.

- 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 apply to both “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:

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Except in countries where such an assignment is not possible,<sup>5</sup> 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 to which Beneficiary obtains copyright ownership under this agreement. 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 KDE e.V. ’s Rights and Re-Transfer of Non-Exclusive Licence

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

<sup>5</sup>Countries where assignments of the copyright in a future work are impossible include, but are not limited to, France.

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

(3) KDE e.V. shall only exercise the granted rights and licences in accordance with the principles of Free Software as allowed under the text of the charter of KDE e.V., version of September 26, 2006. KDE e.V. 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 KDE e.V. 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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(Date) (Place) (Date) (Place)

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(Beneficiary) (KDE e.V.)