



SELF  
*Science, Education and Learning in Freedom*

## **SELF Legal Policy**

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# 1 Definitions

The following definitions will be used within the SELF project to describe what is Free Software, an Open Standard, or Free Educational Material and Documentation. Of these, the definition of Free Software is the most well understood and generally accepted. There is not yet such a wide common understanding of what is an Open Standard, and even less agreement on Free Educational Material or Documentation.

The SELF project seeks to contribute to the forming of such common understanding. If in doubt of what is the minimum freedom necessary to be socially useful and necessary to achieve project goals, SELF will prefer to err on the side of caution.

## 1.1 Free Software

In the common definition, which also provides the basis of the Free Software Foundations, four freedoms define<sup>1</sup> Free Software:

**1. The freedom to run the programme, for any purpose.**

*Placing restrictions on the use of Free Software, such as time (30 days trial period", "license expires January 1st, 2007"), purpose ("permission granted for research and non-commercial use") or geographic area ("must not be used in country X") makes a programme non-free.*

**2. The freedom to study how the programme works, and adapt it to your needs. Access to the source code is a precondition for this.**

*Placing legal or practical restrictions on the comprehension or modification of a programme, such as mandatory purchase of special licenses, signing of a Non-Disclosure-Agreement (NDA) or making the preferred human way of comprehending and editing a programme (and its "source code") inaccessible also makes it proprietary.*

**3. The freedom to make and redistribute copies.**

*If you are not allowed to give a programme to someone else, that makes a programme non-free. Redistributing copies can be done gratis or for a charge, if you so choose.*

**4. The freedom to improve the programme, and release improvements. Access to the source code is a precondition for this.**

*Not everyone is a programmer, or a programmer equally good in all fields. This freedom allows those with the necessary skills to share them with those who do not possess them. Such modifications can be made gratis or for a charge.*

This definition was first documented in the GNU's Bulletin, vol. 1, no. 1<sup>2</sup>, published January 1986 and will also provide the basis for SELF.

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<sup>1</sup>For the full definition, please see <http://www.gnu.org/philosophy/free-sw.html>

<sup>2</sup><http://www.gnu.org/bulletins/bull1.txt>

## **1.2 Open Standards**

There are various definitions of Open Standards, such as the definitions in the European Commission European Interoperability Framework<sup>3</sup> or the motion B 103 of the Danish Parliament<sup>4</sup>. As also the forming of the Dynamic Coalition on Open Standards (DCOS) at the 2006 Internet Governance Forum (IGF) has demonstrated, a global understanding of Open Standards is still lacking. Orienting itself along the lines set of the above initiatives, the SELF project understands Open Standards as follows.

An Open Standard refers to a format or protocol that is

- a) subject to full public assessment and use without constraints in a manner equally available to all parties;
- b) without any components or extensions that have dependencies on formats or protocols that do not meet the definition of an Open Standard themselves;
- c) free from legal or technical clauses that limit its utilisation by any party or in any business model;
- d) managed and further developed independently of any single vendor in a process open to the equal participation of competitors and third parties;
- e) available in multiple complete implementations by competing vendors, or as a complete implementation equally available to all parties.

Standards that sufficiently meet all the above criteria will be classified as ``Open Standard`` in the SELF consortium.

When a new format or protocol is emerging, clause e) cannot possibly be met. So in these special cases the SELF Legal Experts Group can decide to give a format or protocol recognition as ``Emerging Standard`` for a limited amount of time. Such Emerging Standards can be included in the SELF materials, but not be used by SELF for its own technology.

If more than one Open Standard exists for any one application, SELF will use the above criteria to set a preference for one of them, as multiple standards for the same purpose are contrary to the goals of standardisation and contrary to public benefit. Choice of the preferred Open Standard will be made on the grounds of meeting the above definition, and, if that does not allow to differentiation, factors such as the number of implementations and finally the number of installations of the Open Standard. Formats and protocols that are outside the scope defined above are considered proprietary and outside the scope of SELF.

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<sup>3</sup><http://ec.europa.eu/idabc/en/document/3473#finalEIF>

<sup>4</sup><http://www.ft.dk/Samling/20051/beslutningsforslag/B103/index.htm>

## **1.3 Free Educational Material and Documentation**

There are few existing definitions on what is Free Documentation, and almost no discussion of what is Free Educational Material, both of which have comparable roles in the SELF project. The most significant contribution to this debate has probably been made by the Open Access movement, in particular the Berlin Declaration<sup>5</sup> but also by the Creative Commons project, which has initiated a debate about various levels of freedom in the field.

Based on their work and the principle of erring on the side of freedom, for the scope of SELF, Free Educational Material and Documentation are defined as follows:

### **1. Unlimited use for any purpose**

*Similar to the first freedom defining Free Software, there must be no limitation on the use of the material. In order to qualify as Free, it must in particular permit use in commercial training activities.*

### **2. Modification**

*It must be possible to change the material so it can be translated, improved and kept up-to-date, as well as to enable collaboration and creation of new, combined materials.*

### **3. Distribution**

*It must be possible to distribute the materials in original, modified, and combined forms. It must be at the choice of the individual distributor to do this with or without a fee.*

This definition should be strong enough as to not exclude SELF from the future Free Educational Material community, regardless of the details and outcome of its constituting definition.

## **1.4 Educational Reference Material and Documentation**

There is a considerable amount of documentation that can be redistributed at no cost and can be studied, but in particular does not allow modification. Such materials cannot be included in the SELF materials themselves, but can be used as Historic Reference by other SELF materials and shipped alongside them.

## **1.5 Other definitions**

Some terminology is occasionally mistakenly used in reference to Free Software, even where the actual definition does not match that of Free Software. Such terminology will not be used by the SELF project, but is included here for reference.

- **Libre Software**

*Libre Software is a synonym for Free Software that became popular mainly in Europe in the mid 90s. It is an acceptable term, but for reasons of clarity, SELF chose to stick to one term (Free Software) only.*

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<sup>5</sup> See [http://oa.mpg.de/openaccess-berlin/berlin\\_declaration.pdf](http://oa.mpg.de/openaccess-berlin/berlin_declaration.pdf)

- **Open Source**

*The term “Open Source” was proposed as a marketing term for Free Software in 1998. Its definition is identical to the 1997 Debian Free Software Guidelines, which were written to help Debian maintainers decide which licences would meet the criteria set forth by the Free Software Definition (see above). Starting as a synonym with marketing intentions for the body of Free Software, today the term is also often used to refer to business models or software development models, both of which are unrelated to the definition of the terms Open Source or Free Software.*

- **Free(/Libre)/Open Source Software (F(L)OSS)**

*These combinations of what are synonyms in terms of the software they refer to became common after 2000. SELF deliberately chose to not use these terms to avoid spreading further confusion.*

- **Freeware**

*Never used in SELF because the use of freeware goes back to the 1980s when it was used to refer to software which was gratis to use and distribute to others, but where the source code was not generally available and modification was not allowed. As such, it fails to comply with point 2 and 4 of the definition of Free Software.*

- **Shareware**

*Never used in SELF because the use of shareware, like the use of freeware, goes back to the 1980s when it was used to refer to software which was gratis to distribute, and gratis to use for a limited time. If the user wanted to continue using the software after the time limit had expired, he would have to buy a license from the author to do so. As such, it fails to comply with points 1, 2 and 4 of the definition of Free Software.*

## 2 Policies

### 2.1 Software policies

The SELF project will exclusively deal with software that is released under a Free Software license<sup>6</sup>, e.g. GNU General Public License (GPL), GNU Lesser General Public License (LGPL), X11 license, modified BSD license. The SELF Legal Experts Group (LEG) will maintain a complete list of licenses that have been approved by the LEG for use by software in the SELF project.

Because the GNU GPL covers the large majority of Free Software, including central system components and the kernel of GNU/Linux, all software in the SELF project will be released under a GNU GPL compatible license, preferably the GNU GPL itself. Exceptions to this rule should be discussed and approved by the SELF Legal Experts Group (LEG).

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<sup>6</sup>For an (incomplete) list of licenses, see <http://www.gnu.org/licenses/license-list.html>

## **2.2 Standards policies**

Regarding standards used by the SELF consortium, the SELF Legal Experts Group (LEG) will have to work with other groups in the SELF consortium to ensure that SELF will follow its own principles. The LEG will also need to classify standards which are documented or referenced in SELF. Finally, on demand the LEG will also need to do ad-hoc evaluation of standards used by software that needs classification in the SELF framework.

## **2.3 Policies for Educational Material and Documentation**

The GNU Free Documentation License (FDL) will be used for all material produced as part of the SELF project. For all materials distributed as part of the SELF activity, the Legal Experts Group (LEG) will do on-demand ad-hoc classification of said licenses against the definition of Free Educational Material and Documentation of the SELF project.

When classifying a license, the LEG must take the intended use of the material into consideration. Some licenses, not fulfilling the definition of Free Educational Material and Documentation, might still be useful to the project for reference purposes. When reference material is included in the project, it must be clearly separated from the Free Educational Materials and Documentations of the project to make sure that it is understood that such reference material is not part of the SELF project itself, but only included in the platform for reference and archival purposes.

## **2.4 Contradiction resolution**

Whenever the SELF project encounters materials that do not meet its aforementioned guidelines, or are made aware of such materials, it will seek to contact the holders of the exclusive licence/copyright to convince them to adapt compliant licensing terms. This work will be done by the SELF Legal Experts Group (LEG) and its coordinator.

Authors that submit material to the SELF platform affirm when doing so that they are the copyright holder of the work in question and agree to the license selected by them on submission, or that they themselves have received the work from another party with the indicated license. When the SELF project is made aware of materials having been submitted and included in the platform where the submitting author in fact does not have the rights to make such claims, then the LEG will be responsible under the direction of its coordinator to evaluate the situation and potentially decide on the removal of the material in question from the platform if an agreement for re-licensing of the material can not be reached with the identified copyright holder.

## **2.5 Legal Maintainability**

All partners of the SELF consortium are committed to the long-term survival and success of the project, and put high value on the legal maintainability of their work.

In the scope of its ``Freedom Task Force`` (FTF)<sup>7</sup>, the Free Software Foundation Europe (FSFE) has released a ``Fiduciary Licence Agreement`` (FLA) on the grounds of which it offers fiduciary services to Free Software projects and companies. These activities ensure the long-term survival of projects beyond individual or corporate interests and funding cycles, ensure the compliance with the selected licenses, and allow third parties to rely and build on the material and software.

As part of its SELF commitment, FSFE will accept fiduciary responsibility for materials developed by SELF consortium partners. FSFE will also evaluate individually to accept similar responsibility for third-party contributions.

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<sup>7</sup><http://fsfeurope.org/ftf>