

WP4: SELF Legal Overview

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Workpackage overview

- Secure project success beyond EU funding
 - Define SELF legal policy, compliance checking
 - Fiduciary License Agreement (FLA) adaption and implementation
- Set up Legal Experts Group
- ongoing, largely demand-driven
 - e.g. compliance requests, relicensing issues

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Deliverable: document describing SELF licensing policy, and components affected by them, as well as issues that have arisen during the project duration (D3).

Four main areas

- Software licensing
very well defined area with strong definition

Free for freedom, not price.

- 1. Freedom:** unlimited use, for any purpose
- 2. Freedom:** study and modify
- 3. Freedom:** copy / distribute
- 4. Freedom:** distribute modifications

First publication: February 1986

From Copyright to Freedom:

Copyright allows licensing
licensing grants Freedom

GNU GPL, X11 License, BSD, MIT, ...

Four main areas

- Software licensing
very well defined area with strong definition
- Educational Material licensing
area still largely forming, few common denominators
- Open Standards
competing definitions of different value and acceptance
- Copyright policy
relatively unknown area, only recently getting visibility

Legal maintainability

Ensuring project fidelity

- Clear Copyright issues?
- License enforcement?
- Relicensing for software?
- Relicensing for educational material?

<http://fsfeurope.org/projects/fla/>

Legal maintainability

Ensuring project fidelity

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- Relicensing for educational material?

<http://fsfeurope.org/projects/fla/>

Central question: Can I trust this project and group with my contribution?

Current status

Legal Experts Group

<http://www.selfproject.eu/LEG>

- Shane Coughlan
- Robin Gross
- Lucie Guibault
- Mathias Klang
- Catharina Maracke
- Axel Metzger
- Jonas Öberg
- Mary Wong
- Raquel Xalabarder

Definition of Free Software

<http://www.selfproject.eu/FSD>

1. The freedom to run the programme, for any purpose.
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.
3. The freedom to make and redistribute copies.
4. The freedom to improve the programme, and release improvements. Access to the source code is a precondition for this.

Definition of Educational Material – 1/2

<http://www.selfproject.eu/EMD>

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.

Definition of Educational Material – 2/2

<http://www.selfproject.eu/EMD>

The reference exception

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.

Definition of Open Standard – 1/2

<http://www.selfproject.eu/OSD>

1. subject to full public assessment and use without constraints in a manner equally available to all parties;
2. without any components or extensions that have dependencies on formats or protocols that do not meet the definition of an Open Standard themselves;
3. free from legal or technical clauses that limit its utilisation by any party or in any business model;
4. managed and further developed independently of any single vendor in a process open to the equal participation of competitors and third parties;

Definition of Open Standard – 2/2

<http://www.selfproject.eu/OSD>

5. available in multiple complete implementations by competing vendors, or as a complete implementation equally available to all parties.

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The Emerging Standards Exception

When a new format or protocol is emerging, clause 5 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.

Legal Maintainability

- Freedom Task Force (FTF) operational
<http://fsfeurope.org/ftf>
 - Licence consultancy and education
 - Fiduciary services
 - Licence enforcement
- Fiduciary Licence Agreement (FLA) adapted for SELF
- Proper copyright notices supplied to HBCSE
- FTF awaiting transfer from HBCSE
- will continue to provide secondary line of support
<http://fsfeurope.org/ftf/form>

Fiduciary Licence Agreement (FLA)

- Legal Function:
 - Transfer of copyright/exclusive exploitation rights
 - Re-Transfer of single exploitation rights
 - Agreement void if not used for Free Software
- Practical Effect:
 - Partner can sub-license code and use freely
 - FSFE can enforce licence, maintain consistency
 - Project can focus on technical and organisational issues

LEG: Licence evaluation

- History of an evaluation request
 - GNU General Public License (GPL): **Approved.**
 - Mozilla Public License (MPL): **Approved.**
 - Open Content License: **Disqualified.**

NC clause: “You must cause any work that you distribute or publish, that in whole or in part contains or is derived from the OC or any part thereof, to be licensed as a whole at no charge to all third parties under the terms of this License, unless otherwise permitted under applicable Fair Use law.”
 - Open Publication License (OPL): **Approved.**

Ongoing work

Largely demand driven. Requests to

`leg@selfproject.eu`

- License evaluation requests, ideally
 - one email per request
 - with subject containing “license evaluation: ”
- Material relicensing request, ideally
 - one email per request
 - with subject containing “relicensing request: ”
 - name of copyright holder, or URL to followup

General requests/questions to the FTF

`http://fsfeurope.org/ftf/form`



Next steps

- Overview SELF legal policy
- Maintain licence and standards lists:
 - <http://selfproject.eu/Software-Licenses>
 - <http://selfproject.eu/EM-Licenses>
 - <http://selfproject.eu/Standards>
- Accompany web page development, e.g.
 - Copyright and licensing handling
 - Legal notices and disclaimers
 - Contest legality procedures
- If possible: Bring together LEG for launch