MEMORANDUM

To:	A. Wiedermann	FI
Cc:	J. Spalter	CN
	O. Barbalat	AC
From:	T. Berners-Lee	CN
	R. Cailliau	ECP
Subject:	World-Wide Web distribution conditions	

Enclosed is the document describing the distribution conditions for World-Wide Web project software. I understand that these terms have been agreed in principle. I would be grateful if they could be authorized officially so that we can reply to several requests we now have outstanding.

Tim Berners-Lee

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Chapter 1: Conditions of Distribution of the World Wide Web Software

[THIS IS AN UNRATIFIED DRAFT PRELIMINARY VERSION ONLY! This document is available online as hypertext and in paper form in postscript and plain text versions.To date, the basic spirit is correct, but some of the finer details may change]

This is version 1.1 of these conditions, dated 22 January 1993.

1.1   Introduction

The World Wide Web, hereafter called W3, is a global, computer networked information system.
The actual workings of the World Wide Web software, its use and importance are explained elsewhere. This document deals only with the conditions of distribution of CERN W3 software.
The Conditions of Distribution respect the general guidelines set forth in a memorandum from the CERN management.
A glossary aids understanding of jargon terms.
Thanks go to H. White (SLAC) for some of the fundamental rules and for comments and guidance.

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1.3   Goals of W3

The W3 project's goal is to provide the High Energy Physics (HEP) community with a collaboartive information system independent of hardware and software platform, and physcial location. The project spans technical design notes, documentation, news, discussion, educational material, personal notes, publicity, bulletin boards, live status information and physics data as a uniform continuum, seamlessly intergated with similar information in other disciplines.
The information is presented to the user as a web of interlinked documents .
Acces to information through W3 is:

- via a hypertext model;

- network based, world wide;

- information format independent;

- highly platform/operating system independent;

- scalable from local notes to distributed data bases.

Webs can be independent, subsets or supersets of each other. They can be local, regional or worldwide. The documents available on a web may reside on any computer supported by that web.

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1.4   Anticipated audience

The public information provided today on the Internet * is free. It is aimed at academic and educational use, but there are many governmental and commercial bodies using the Internet. W3 addresses primarily the academic and educational world, but companies can benefit from its use in-house to maintain, read, write and publish documents. Any public or private body whose members are dispersed over a wide area and have network access has a use for W3.

The interested parties are either developers or users. Users acquire the software under conditions given below, developers can either acquire rights as set forth below, or join in a more tight collaboration with CERN, through the W3 Consortium.

1.5   CERN W3 Software Products

W3 software comprises several distinct types of software product:

- A Library of code common to the other modules.

- Browsers, (clients) which present the information on a specific workstation.

- Servers, which extract information from existing file bases or from data bases.

- Gateways, which interface W3 to other information systems.

Some browsers, servers and gateways have been written outside CERN, they are based on the library of common code, they are not subject to the present conditions.

In the development of the CERN software, commercial tools have been used, but the resulting code does not incorporate software other than such as has been expressly authorised for distribution.

1.5.1   Library of Common Code

This has been constructed by CERN. It is the basis of many of the other products.

1.5.2   Browsers

Three browsers have been constructed by CERN:

- the Line-Mode browser, also "dumb-terminal" browser, the lowest level interface to W3.

- the hypertext editor - browser for NeXT workstations.

- the browser for Apple Macintosh computers.

These programs are subject to the conditions.

1.5.3   Servers

A generic server for use in a Unix environment has been constructed by CERN. It is the basis of all other servers, and the prime example on which to model other servers.

Other specific servers have been constructed at CERN. Their number is variable: they are not listed here. They are subject to the conditions.

1.5.4   Gateways

These gateways among others have been constructed by CERN:

- W.A.I.S. (Wide Area Information Services).

- VMS Help (to DEC VAX/VMS help system).

Note: access to the Gopher system is incorporated into the library of common code.

Chapter 2: General Condition applicable to all uses

CERN is governed by the CERN Council, which reserves the right in specific cases to veto collaborations. CERN welcomes comments, but undertakes no obligation for the maintenance of the software, nor responsibility for its correctness, and accepts no liability whatsoever resulting from the use of its software.

Chapter 3: Special Condition

CERN developed software is free to the High Energy Physics community throughout the world and to academic institutes of the CERN member states .

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If the programs are modified beyond what is necessary to adapt them to the local machine/system environment, it should be made clear in local documentation that they are locally modified versions of the CERN originals. CERN should be informed of such modifications, and given the possibility of introducing the same modifications in the original version. If local modifications are so important as to change significantly the behaviour of the program, its name should also be changed in order to avoid confusion with the original.

Chapter 4: Compensated Usage

We distinguish several categories of users. If a user is in more than one category, then the most stringent conditions of those categories applies.Military users are specifically excluded from all categories.

4.1 Passive users

They use the W3 to access information but do not themselves provide any W3 support nor do they make data available to themselves or to the W3 user community.

Rule: these users pay a nominal fee per installed copy of browser modules. See price list in appendix A (page 6).

4.2 Information providers

They use W3 and make available data. There are two categories:

4.3 Providers of free information:

Rule: If the information is freely available on the public Internet, then there is no fee for use of the software as long as the information is maintained. If maintenace is stopped, for whatever reason, CERN reserves the right to reclassify the user as a passive user. The rights include all modules available from CERN.

4.4 Users in closed systems:

Rule: If W3 is used within a closed company or organisation, providing no service to the outside, then that organisation should pay a reasonable commercial fee.

Condition: any set consisting of one browser type, one server type and one gateway: single license 500 ECU, site license up to 500 users: 25 kECU, higher to be negotiated.

4.5 Development Consortium members

These are companies or organizations who wish to incorporate part or all of the W3 software and/or ideas into their own products, which they then use and/or resell.

Rule: Compensation should always be made. A license will always be non-exclusive.

Condition: one of three standard options can be negotiated for compensation

- in payment, at 20% of CERN development cost, currently 100 kECU,

- in kind, as a sharing of source code for a W3 related product with other consortium members, if this is of interest to CERN;

- in kind, by manpower contribution to the software effort, consisting in at least six months qualified programmer effort on the CERN site.

Successful applicants will be known as members of the "World-Wide Web consortium".

4.6 Academic and Educational Government Bodies of non-member states

These are large bodies who can benefit from W3 in the running of their internal information systems, but have no commercial goals.

Rule: These bodies should be treated as developers. However, they will usually be able and willing to contribute to the W3 consortium by providing manpower or computing resources to strengthen the W3 project.Conditions: as for developers.

4.7   Price list

Software is available through network access, there is no other distribution method.
Prices are in ECU or kECU (=1000 ECU).

4.7.1   Browsers

```
executable binary of the Editor/Browser
  for NeXT workstations:                      50 ECU per workstation.

source code of the Editor/Browser for NeXT
  workstations:                               50 kECU per site.

executable binary of the Browser for Apple
  Macintosh computers:                        50 ECU per workstation.

source code of the Browser for Apple
  Macintosh computers:                        50 kECU per site.
```

4.7.2   Gateways

```
executable binary for Gateway to W.A.I.S.
  (Wide Area Information Services): all platforms,    50 ECU.

source code for Gateway to W.A.I.S.
  (Wide Area Information Services): all platforms,    50 kECU.

executable binary for VMS Help
  (to DEC VAX/VMS help system):                       50 ECU.

source code for VMS Help (to DEC VAX/VMS help system):  50 kECU.
```

Chapter 5: Software freely available

The following CERN copyright software is available under the terms of the General Public License (GPL).

- Line-Mode client

- Basic WWW server

The following code is available under the terms of the Library General Public License (LGPL):

- Library of common Code.

The GPL and LGPL overviews contain background information on the FSF's attitiude to licensing, which may not be taken to represent the views of CERN nor of any of its employees.

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Member States:	Current member states are: Austria, Belgium, the Czech and Slovak Republics, Denmark, Finland, France, Germany, Greece, Hungary, Italy, the Netherlands, Norway, Poland, Portugal, Spain, Sweden, Switze rland and the United Kingdom.
web:	The set of documents available on the internet*, interlinked by their hypertext* links
SLAC:	Stanford Linear Accelerator Center, a High-Energy Physics institute in California .

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TO WHOM IT MAY CONCERN

Introduction

The World Wide Web, hereafter referred to as W3, is a global computer networked information system.

The W3 project provides a collaborative information system independent of hardware and software platform, and physical location. The project spans technical design notes, documentation, news, discussion, educational material, personal notes, publicity, bulletin boards, live status information and numerical data as a uniform continuum, seamlessly intergated with similar information in other disciplines.

The information is presented to the user as a web of interlinked documents .

Acces to information through W3 is:

- via a hypertext model;
- network based, world wide;
- information format independent;
- highly platform/operating system independent;
- scalable from local notes to distributed data bases.

Webs can be independent, subsets or supersets of each other. They can be local, regional or worldwide. The documents available on a web may reside on any computer supported by that web.

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Declaration

The following CERN software is hereby put into the public domain:

- W 3 basic ("line-mode") client
- W 3 basic server
- W 3 library of common code.

CERN's intention in this is to further compatibility, common practices, and standards in networking and computer supported collaboration. This does not constitute a precedent to be applied to any other CERN copyright software.

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