

License issues for EU DataGrid

(on behalf of Anders Wannanen)

Andrew McNab, University of Manchester mcnab@hep.man.ac.uk



Open Grid License Agreement

- Propose to base license on Globus's "Open Grid License Agreement"
- This is essentially the Apache License (part of the BSD license family) plus a clause about implicit granting of rights back to distributors.
- The License is GPL compatible, in that portions of EDG code could be incorporated into an existing GPL application and then (necessarily) distributed under the GPL
 - Several developers have expressed concerns about not shutting out GPL applications
- The License is BSD-like, so commercial organisations can use our code to produce their own closed-source products (eg Platform, Microsoft etc) without having to publish the resulting source.
 - This appears to be necessary for collaboration with some industrial partners.

GRID OGLA's wider aims

- Minimise overhead in third-parties contributing code.
 - Provide a clear, legally evaluated license so contributors know where they stand.
 - Provide license in template form so people starting new (especially small) projects have an "off the shelf" solution.
- Maximise take up by simplifying the set of licenses used for Grid software.
- Clarify by centralising rights through non-exclusive licenses granted to distributors (eq Globus, EDG)

GRID Draft License (1/4)

- Distributor chooses PROJECT etc and which Optional items to use.
- PROJECT: The EU DataGrid
- ◆ SOFTWARE: The EDG ??Toolkit??
- URL: http://www.eu-datagrid.org/
- ◆NAMES: "EDG"??, "EDG??Toolkit??" and "the EU DataGrid Project"
- ◆ EMAIL: licensing@eu-datagrid.org
- ◆ Copyright (c) [YEAR of 1st RELEASE] [YEAR OF CURRENT RELEASE] [Name of Copyright Holder]. All rights reserved.
- Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:
- ◆ 1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.

GRID Draft License (2/4)

- 2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- (Optional) 3. The end-user documentation included with the redistribution, if any, must include the following acknowledgment: "This product includes software developed by the PROJECT (URL)."
- Alternately, this acknowledgment may appear in the software itself, if and wherever such third-party acknowledgments normally appear.
- (Optional) 4. The names NAMES must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact EMAIL.



- (Optional) 5. Products derived from this software may not be called NAMES, nor may NAMES appear in their name, without prior written permission of PROJECT.
- ◆ 6. You are under no obligation whatsoever to provide anyone with any bug fixes, patches, or upgrades to the features, functionality or performance of the Software ("Enhancements") that you may develop over time; however, if you choose to provide your Enhancements to PROJECT, or if you choose to otherwise publish or distribute your Enhancements, in source code form without contemporaneously requiring end users of PROJECT to enter into a separate written license agreement for such Enhancements, then you hereby grant PROJECT a non-exclusive, royalty-free perpetual license to install, use, copy, modify, prepare derivative works, incorporate into the SOFTWARE or any other computer software, distribute, and sublicense your Enhancements or derivative works thereof, in binary and source code form (if any), whether developed by PROJECT or third parties.

GRID Draft License (4/4)

- THIS SOFTWARE IS PROVIDED "AS IS" AND ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL PROJECT OR ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
- ◆ This software consists of voluntary contributions made by many individuals on behalf of the PROJECT. For more information on PROJECT, please see URL.



- Based on feedback from CERN legal experts:
 - Implicit licensing of contributions clause (6) does not agree to indemnify EU DataGrid against IP violations by the contributor (eg if they contributed code they have no right to, or which violates patents.)
 - Some concerns about copyright statements when code from several projects is mixed (However, many open source projects have multiple "Copyright XYZ" lines.)
- Discussions ongoing with Ian Foster about synchronisation with Globus.



- License exists in draft form.
- Based on Globus's proposed Open Grid License Agreement.
- Has been checked by CERN legal experts
- Some issues raised but overall verdict positive.
- Discussion with Ian Foster ongoing.