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GÉANT IPR Policy



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Document History

Version	Date	Description of change	Person
1.1	22-03-11	Initial publication ¹	D Davies
1.2	30-09-11	Change in the IPR ownership clauses ² IPR will be owned by those who created it and it will be managed and exploited by the coordinating partner.	A Patil, J Zmatlikova

¹ The GÉANT IPR Policy v1.1 was approved by the NREN Policy Committee on 21 March 2011.

² The GÉANT IPR Policy v1.2 was approved by the NREN Policy Committee on 29 September 2011.

Table of Contents

1	Statement of Principles	1
2	Standard Approach	2
2.1	Establishing the Project within the IPR Framework	2
2.1.1	Agreements on Ownership, Management and Exploitation	2
2.1.2	Known Infringement	2
2.1.3	Reservation of Pre-existing Intellectual Property Rights	3
2.1.4	Licensing of Background IPR	3
2.2	Operating within the IPR Framework	3
2.2.1	Importation and Use of Third Party IP	3
2.2.2	Importing Software	4
2.2.3	IP Register	5
2.2.4	IP Generation	6
2.2.5	IP Audits	6
2.3	Distribution of Results within the IPR Framework	6
2.3.1	Distribution of Deliverables	6
2.3.2	Publication of Works and Submissions to Standards Bodies	7
3	Examples	9
3.1	Importing Software to Inclusion in GÉANT Activities	9
3.2	Exporting Software Releases	9
3.3	Conference Papers and Presentations	10
3.4	Using Documents from Standards Development Organisations (SDOs)	10
3.5	Working with Contributions or Results from Other Projects and Organisations	11
4	Frequently Asked Questions (Non-software)	12
4.1	Why does the GÉANT community need an Intellectual Property Framework?	12
4.2	What is the purpose of the GÉANT Intellectual Property Framework Document?	12
4.3	What types of intellectual property does the Intellectual Property Framework cover?	13
4.4	Who will own intellectual property generated as part of a GÉANT Activity?	13
4.5	Who will manage and exploit intellectual property generated as part of a GÉANT Activity?	13
4.6	Who will act as the Coordinating Partner for GÉANT?	13
4.7	What is considered a GÉANT Activity?	13
4.8	Who is expected to abide by the Intellectual Property Framework?	14
4.9	Who is considered to be a Participant of a GÉANT Activity?	14

4.10	How will GÉANT implement this Intellectual Property Framework?	14
4.11	What will GÉANT gain from the Intellectual Property Framework?	14
4.12	Our organisation has a preferred method of handling intellectual property that does not appear to be compatible with GÉANT's Intellectual Property Framework. Is it possible to use our method under the GÉANT Intellectual Property Framework?	15
4.13	What types of activities does the Intellectual Property Framework cover? What are some examples of activities that would be covered by the Intellectual Property Framework?	15
4.14	What types of activities are not covered? What are some examples of activities that would not be covered by the Intellectual Property Framework?	15
4.15	Who will have access to Deliverables generated by GÉANT Activities?	16
4.16	Can the participants in a GÉANT Activity donate or contribute pre-existing or background technology in which they own intellectual property rights to GÉANT?	16
4.17	What about IP generated during a GÉANT Activity, but not directly related to a Deliverable?	16
4.18	What happens after the end of the project?	16
4.19	How will Deliverables, developed cooperatively with third parties, be managed by the Coordinating Partner?	16
4.20	How does the IPR framework deal with collaborations with third parties not having any contractual relationship with GÉANT?	17
4.21	Will GÉANT seek to protect trade marks?	17
5	Frequently Asked Questions (Software)	18
5.1	Why use a GÉANT-branded open source licence instead of an existing licence such as the BSD?	18
5.2	Will the GÉANT standard licence need to be signed by the recipient?	18
5.3	If we are not a Member of the Project, will the Project Coordinator still have the right to use the rights that GÉANT project members license in?	18
5.4	Will the use of the GÉANT standard OUT licence avoid all risks of IPR infringement?	19
5.5	If a GÉANT project activity uses only (or mostly) GPL-Licensed code, does it still have to obtain the IPR Co-ordinator's consent before such code can be used by the activity?	19
5.6	How does one know the effects of using a particular type of open source licence?	19
Appendix A	GÉANT Standard Open Source Software Outward Licence	20
A.1	Grant of Copyright Licence	20
A.2	Grant of Patent Licence	20
A.3	Grant of Licence	20
A.4	Exclusions from Licence Grant	21
A.5	Other Terms	21
A.6	Third Party Provision	21
A.7	Attribution Rights	22

A.8	Warranty of Provenance and Disclaimer of Warranty	22
A.9	Limitation of Liability	22
A.10	Acceptance and Termination	23
A.11	Legal Fees	23
A.12	Termination for Patent Action	24
A.13	Jurisdiction, Venue and Governing Law	24
A.14	Miscellaneous	24
A.15	Right to Use	25
A.16	Definitions	25
Appendix B	GÉANT Non-Software Outward Licence (v1.0)	27
B.1	Licence Grant	27
B.2	Restrictions	28
B.3	Adaptations and Collections	29
B.4	Fair Dealing Rights	30
B.5	Warranty of Provenance and Disclaimer of Warranty	30
B.6	Limitation of Liability	30
B.7	Termination	30
B.8	Miscellaneous	31
B.9	Definitions	32
Appendix C	GÉANT Standard Open Source Software Inward Licence	34
C.1	Grant of Copyright Licence	34
C.2	Grant of Patent Licence	34
C.3	Grant of Licence	34
C.4	Exclusions from Licence Grant	35
C.5	Other Terms	35
C.6	Third Party Provision	35
C.7	Attribution Rights	36
C.8	Warranty of Provenance and Disclaimer of Warranty	36
C.9	Limitation of Liability	36
C.10	Acceptance and Termination	37
C.11	Legal Fees	37
C.12	Termination for Patent Action	37
C.13	Jurisdiction, Venue and Governing Law	38
C.14	Miscellaneous	38
C.15	Right to Use	38
C.16	Definitions	38
Appendix D	GÉANT Non-Software Inward Licence	40

D.1	Licence Grant	40
D.2	Restrictions	41
D.3	Adaptations and Collections	42
D.4	Fair Dealing Rights	42
D.5	Warranty of Provenance and Disclaimer of Warranty	42
D.6	Limitation of Liability	43
D.7	Termination	43
D.8	Miscellaneous	43
D.9	Definitions	44
Appendix E	Open Source Software Licences	47
Appendix F	List of “Green” Open Source Licences	53
Glossary	54	

1 Statement of Principles

GÉANT Activities (as defined below) may generate a variety of Deliverables or work product such as, by way of example, software, data, databases, hardware, text documents and other works of authorship (electronically or otherwise created), architectures, innovations, processes, and/or compositions of matter (“Deliverables” and other publishable material or work product). It is the desire of GÉANT to allocate the intellectual property rights associated with these Deliverables in a manner that advances the GÉANT mission and encourages innovation and future participation in GÉANT Activities. The purpose of this document is to clarify the principles under which GÉANT operates with regard to intellectual property created or developed during the course of a GÉANT Activity.

The Deliverables created or developed by participants in connection with GÉANT Activities should be subject to intellectual property treatment that:

- Encourages participants to make intellectual property developed as part of a GÉANT Activity available to GÉANT, the member NRENs and members of the wider user community.
- Encourages collaboration between GÉANT participants and the wider community.
- Ensures freedom to operate for the GÉANT community.
- Promotes further innovation and reflect the contributions of the community and its members in the creation or development of that intellectual property.
- Encourages the broadest possible distribution and exploitation of the technology.
- Encourages rapid deployment of the technology.

These principles apply to intellectual property rights in the Deliverables resulting from all GÉANT Activities, including but not limited to activities using GÉANT personnel or information (“GÉANT Activities”). Additionally, they apply to activities, projects and initiatives by and between GÉANT members in the community that are designated by such members as a “GÉANT Activity.” The principles apply to the extent allowed by applicable law.

However, these principles do not apply where community members are merely making use of the GÉANT network and its associated communications resources.

GÉANT disclaims all representations and warranties of any kind related to the use of any Deliverables and/or any intellectual property resulting from GÉANT Activities.

2 Standard Approach

2.1 Establishing the Project within the IPR Framework

2.1.1 Agreements on Ownership, Management and Exploitation

A “Coordinating Partner” will be identified to manage and exploit any and all intellectual property rights in all Deliverables and all intellectual property created during GÉANT Activities.

Foreground created during GÉANT Activities shall be the property of the participant that created it. Where several participants have jointly created Foreground and where their respective share of the work cannot be ascertained, they shall have joint ownership of such Foreground.

Unless a written non-disclosure, confidentiality or other intellectual property agreement is in effect with the Coordinating Partner, and to the extent allowed by applicable law, each participant shall agree that the Coordinating Partner shall manage and exploit any and all intellectual property rights in all Deliverables and all intellectual property created during GÉANT Activities, including, by way of example, all intellectual property rights in any correspondence, and/or all documents, electronic or otherwise created during the GÉANT Activity.

By agreeing to the IPR policy, each participant authorizes the Coordinating Partner to effect rights in the intellectual property created during GÉANT Activities. If a participant needs to have executed any document for such authorization to be valid, he shall do so without undue delay. The reasonable costs of doing so shall be funded according to the appropriate project rules.

For the purposes of managing IPR, GÉANT shall appoint a co-ordinator (The IPR Co-ordinator) to oversee the implementation of this policy and to provide advice and guidance regarding IPR matters associated with the GÉANT project.

2.1.2 Known Infringement

Before beginning a GÉANT Activity, participants must disclose any knowledge of an intellectual property claim that may be infringed by the project’s work. This includes knowledge of infringed patents, trade marks and copyrights. This obligation is ongoing, and disclosures should contain information about the claims whenever possible. This obligation does not require participants to perform IPR searches, including patent, trade mark and copyright searches.

2.1.3 Reservation of Pre-existing Intellectual Property Rights

At the start of every GÉANT Activity, participants will indicate in writing to the IPR Co-ordinator whether or not they own or control any pre-existing intellectual property rights (“Background IPR”) that are likely to be used in the GÉANT Activity.

The IPR Co-ordinator will maintain a register of reserved Background IPR which will be made available to all participants in accordance with the rules set out in the Grant Agreement with the European Commission.

The definition of ‘background’ and the rights associated with it, as well as the responsibilities to make background available, are well described in the Guide to Intellectual property Rules for FP7 projects. (ftp://ftp.cordis.europa.eu/pub/fp7/docs/ipr_en.pdf).

Declarations of Background IPR can be made throughout the duration of the GÉANT Activity and as potential background is recognised.

2.1.4 Licensing of Background IPR

Ownership of Background is not affected by participation in the Project. Participants retaining the rights to Background IPR will indicate in writing to the IPR Co-ordinator the terms and conditions under which they will license the Background IPR should there prove to be no reasonable non-infringing alternative. This disclosure obligation is based on the respondent’s actual, personal knowledge, and does not require a respondent to conduct a search of his or her organisation’s intellectual property portfolio. This obligation is ongoing, and disclosure can occur at any point during the GÉANT Activity.

Participants are encouraged to offer Background IPR in a manner compatible with the Principles of the GÉANT Activity, in particular to encourage collaboration and participation in the GÉANT Activities.

2.2 Operating within the IPR Framework

2.2.1 Importation and Use of Third Party IP

Participants of GÉANT Activities will, from time to time, wish to use intellectual property from third parties

- Directly as part of GÉANT Deliverables (by way of example embedding third party software in a GÉANT system).
- As part of the development process (by way of example GÉANT Activities may use technical specifications of third party standards bodies in the development of technical requirements for GÉANT Deliverables).

For all types of intellectual property not developed by GÉANT Activities, participants need to ensure that:

- The GÉANT Activity wishing to use the intellectual property has the necessary rights to do so.
- Any obligation imposed by using the third party intellectual property is consistent with:
 - The Principles.
 - Obligations imposed by other contributing intellectual property.
 - The intended use of the GÉANT Deliverables.

Where the party owning the IPR does not have a licensing policy model GEANT licences are available to allow for standardised import of Intellectual Property in a manner compatible with this IPR policy. These model licences are attached as Appendices C and D.

In any case, all intellectual property imported into GÉANT Activities must be registered on the IP Register which is maintained by the IPR Co-ordinator.

Scenarios include the following:

- Using or modifying third party software for inclusion in a GÉANT Deliverable.
- Using extracts from third party documents (text books, conference papers, journals, standards documents) in GÉANT documents and Deliverables. These should be acknowledged as a reference source. The use of extracts raises the question of when such acknowledgement needs to be made, i.e. an extract so large that the author's permission for use is needed. All the other situations are covered by the exception covering citations included in most copyright laws. In this latter case there is no need that they be registered in IP Register.
- Using third party trade marks (Company logos or company logos) in GÉANT documents such as conference presentations.

2.2.2 Importing Software

Use of Standard Licence

In the event that the licence terms of Input Software are not ascertainable, the relevant project member must discuss the appropriate licence terms or licence agreement to be used with the IPR Co-ordinator.

Identifying Licence Terms

If the relevant GÉANT project member cannot identify the applicable licence terms, the IPR Co-ordinator must approve the use of the software in question, prior to its use in the Output Software.

Use of Open Source Software (OSS)

- OSS is available on a variety of licence terms and the most basic features common to all are (i) the source code of the relevant software must be available at no charge and (ii) the Licensee must be able to modify that source code and licence it onwards.
- The use of OSS has a number of benefits, such as potential cost savings and access to a broad developer community. There are also some potential risks, such as hidden costs (e.g. for maintenance and support as well as for add-on utilities) and prescriptive licence terms (which require that any code that is combined with the open source code is Licensed on the open source terms).
- GÉANT projects should not use any OSS if the IP Register has not been fully completed and relevant consents given by the IPR Co-ordinator (see section 2.2.3).
- The use of Input Software Licensed under any of the GPL licences requires the prior consent of the IPR Co-ordinator.

2.2.3 IP Register

The IPR Co-ordinator will maintain an IP Register which will capture the following where applicable (some may only apply to software):

- Activity and Task identity.
- Deliverable / Service / Milestone name in which that IP is used.
- Name of IP or other unique identifier.
- Description of the IP and reason for use.
- Type of IP: software (copyright), standards document (copyright), trade mark etc.
- Form of IP: Background, Foreground or imported.
- Source: unique reference to the source, e.g. reference to text book, conference paper or website.
- Owner of the IP.
- Associated licence.
- Combination with other software code and, if so, licence terms applicable to such other code.

The IPR Co-ordinator will ensure the IP Register is made available to all Activity Leaders so to avoid duplication of third party intellectual property.

2.2.4 IP Generation

Any item which is developed during a GÉANT Activity and which may be protected as intellectual property shall be registered on the IP Register. Where IP is directly related to a GÉANT Deliverable this shall form part of the Register entry.

2.2.5 IP Audits

Activity Leaders (AL) are responsible for ensuring the contribution of intellectual property to GÉANT Activities is known and understood. Where Deliverables are produced as a result of a GÉANT Activity the dependencies on third party intellectual property must be identifiable.

The IPR Co-ordinator will perform IP Audits of Activities during the life of the project. However, it is the responsibility of Activity Leaders to ensure all contributory intellectual property is properly registered in the IP Register.

2.3 Distribution of Results within the IPR Framework

2.3.1 Distribution of Deliverables

The Co-ordinating Partner disclaims all representations and warranties of any kind related to the use of any Deliverables and/or any intellectual property resulting from GÉANT Activities. All distributors of Deliverables from GÉANT Activities must affix to the Deliverable a standardised disclaimer to this effect disclaiming for GÉANT any liability related to the distribution and use of the Deliverable.

The Co-ordinating Partner shall retain on behalf of the GÉANT project the copyright on any Deliverables and/or any intellectual property resulting from GÉANT Activities. All distributions of Deliverables from GÉANT Activities must affix to the Deliverable a standardised copyright statement. This applies to any and all software, text document, presentations, written submissions to conferences, written submissions to standards bodies, and all other forms of Deliverables that contain copyright material.

Consistent with the Principles, Deliverables will be released under an Open Source licence.

2.3.1.1 *Software Deliverables*

Use of Standard Licence: All Software Deliverables must be Licensed using the standard "GÉANT Standard Open Source Outward Software Licence". See Appendix A.

The basic features of this licence are:

- No royalty, licence fee or other payment is required to be made for the rights Licensed.

- Relevant patent claims (i.e. patent claims which relate to the software being Licensed) are included in the licence.
- It allows Licensees to modify the software as well as the underlying source code.
- All modifications of the software or the source code must be made available to downstream Licensees on the same basis, i.e. on the same terms.
- The Co-ordinating Partner has the right to have a copyright notice in all onward licences.
- In recognition of the fact that current GÉANT projects will result in Output Software which will contain licence terms that are either (i) open source and prescriptive and/or (ii) not determinable, this licence gives precedence to any licence terms that govern code which is incorporated into the Output Software.

2.3.1.2 *Non-software Deliverables*

It is intended that non-software Deliverables are released:

- Granting a worldwide, royalty-free, non-exclusive, perpetual (for the duration of the applicable copyright) licence to exercise the rights in the Work.
- To Reproduce and Distribute the Work, Adaptations (including translations) provided that reasonable steps are taken to clearly label the changes were made to the original Work.

2.3.2 **Publication of Works and Submissions to Standards Bodies**

The IPR policy has the following aims for submissions to public events such as conferences and standards bodies:

- To ensure submissions are monitored, in that they are tracked (to ensure consistency) and are of a high quality.
- To ensure that the GÉANT Activity has the rights to use the material in the papers and presentations.
- To ensure the quality of the submissions.
- To ensure that the project understands what IP may be being opened to public scrutiny.
- To ensure that the necessary acknowledgements are made.
- To grant limited copy right in order to allow a contribution/submission to be used.

Individuals attending/contributing to standards are representing the GÉANT Activities and the wider GÉANT project. The IPR Policy here is as much about ensuring quality submissions are maintained, and that original authors are recognised for their contributions as protecting the IP.

The IPR Co-ordinator has been identified to manage and exploit any and all intellectual property rights created during GÉANT Activities. Individual's making submissions to conferences, academic journals, standards bodies or other public forums outside of the GÉANT Activity must ensure that the appropriate authorisation is given by Activity Leaders.

In any case the submission must include the standardised copyright statement including the necessary acknowledgements:

- To the authors.
- To the IPR owners.
- To the European Commission.

The European Commission statement is: *The research leading to these results has received funding from the European Community's Seventh Framework Programme (FP7/2007-2013) under grant agreement n° 238875 (GÉANT).*

3 Examples

3.1 Importing Software to Inclusion in GÉANT Activities

The intention is to have a very light weight process that allows developers to download and use software that falls under a “Green” short list of Open Source Licences such as Apache and FreeBSD. In these cases no further authorisation is required. An initial list of “Green” Open Source licences is in Appendix F. It should be noted that licensors sometimes modify licence terms while maintaining the appropriate “Open Source” label. Activity leaders who wish to import software that appears to be licensed according to a Green list licence should consult the IPR Co-ordinator if they are not sure that the licence conforms to the standard licence type contained in the Green list.

For other licence types of licences a “Red” short list will be defined. “Red” licences such as GPLv2 will be discouraged unless there is an unavoidable need for the inclusion of the software. However this judgement will need to be made by the IPR Co-ordinator since GPLv2 licences may have consequences on the main activity output that are not acceptable. Currently, a “Red” licence is any licence that does not appear on the “Green” list.

3.2 Exporting Software Releases

The intention is to have a very light weight process that allows activity leaders to make the judgement on licence types for releasing Deliverables. As in the case of importing IP the intention is to minimise the impact on GÉANT Participants.

For releasing software Activity Leaders must be clear that the release contains compatible licences and no legacy software or imported software has associated licences that may cause entanglement problems, e.g. trying to release under FreeBSD-like licence while including GPLv2 components. In these cases no further authorisation is required and the standard GÉANT software licence should be used.

It is recognised that complex software may have complex legacy entanglements where inputs from various sources with different associated licences may exist. How to tackle the entanglement problem is not covered explicitly in the IPR policy. The proposed standard GÉANT software licence caters for these situations in that the terms of the licence are subject to any terms that input code may be Licensed under.

The complex scenario where two or more sets of input code are subject to incompatible licence terms should be reviewed on a case-by-case basis by the IPR Co-ordinator to ensure the Deliverable can be released under a suitable licence taking into account the possible options to resolve the incompatibility.

Note: Where a policy decision has been made to provide particular Deliverables with non-standard licences, the IPR Co-ordinator may agree exceptions.

3.3 Conference Papers and Presentations

The aim of this section is to encourage Activity Participants to create conference papers and presentations. The IPR policy aims:

- To ensure that submissions are monitored, in that they are tracked (to ensure consistency) and are of a high quality.
- To ensure that the GÉANT Activity has the rights to use the material in the papers and presentations.
- To ensure that the Project Participant understands what IP may be being opened to public scrutiny.
- To ensure that the necessary acknowledgements are made:
 - To the authors.
 - To the IPR owners.
 - To the European Commission (cf European Commission statement quoted in 2.3.2 above).

3.4 Using Documents from Standards Development Organisations (SDOs)

The aim of this section is to encourage Activity Participants to submit material to standards bodies. Adoption of the technologies developed under GÉANT activities is one of the best mechanisms to promote the adoption of the technology. This is, therefore, totally in line with the Principles. The IPR policy aims:

- To ensure that submissions are monitored, in that they are tracked (to ensure consistency) and are of a high quality.
- To ensure that the GÉANT Activity has the rights to make the submissions.
- To ensure that the necessary acknowledgements are made:
 - To the authors.
 - To the IPR owners.
 - To the European Commission (cf European Commission statement quoted in 2.3.2 above).

3.5 Working with Contributions or Results from Other Projects and Organisations

Most of this section will be handling of third party IP. Importing IP of all types from all sources has the same risks to GÉANT. The IPR policy seeks:

- To ensure that the IP can be identified (an audit trail created).
- To ensure that GÉANT has the rights to use the imported IP in the required way.
- To ensure that the original IP owner is correctly acknowledged (in a similar way to how GÉANT expects to be acknowledged for its contributions).

4 Frequently Asked Questions (Non-software)

4.1 Why does the GÉANT community need an Intellectual Property Framework?

- European Commission Funding & FP7 Rules.
- The GÉANT Contract with the European Commission.
- Best practice.
- Recognition and acknowledgement for developers.
- As a mechanism to ensure wide adoption of the technology.

4.2 What is the purpose of the GÉANT Intellectual Property Framework Document?

The Intellectual Property Framework is intended to help participants in GÉANT Activities handle intellectual property in ways that are consistent with GÉANT's Principles.

GÉANT seeks to

- Encourage participants to make intellectual property developed as part of a GÉANT Activity available to GÉANT and members of the GÉANT community.
- Promote further innovation and reflect the contributions of the community and its members in the creation or development of that intellectual property.
- Encourage the broadest possible distribution of the technology.
- Encourage rapid deployment of the technology.

4.3 What types of intellectual property does the Intellectual Property Framework cover?

The Principles are intended to apply to any patents, copyrights, trade secret and other intellectual property and proprietary rights in all Deliverables imported or produced in the course of a GÉANT Activity, as well as other publishable material or work product.

4.4 Who will own intellectual property generated as part of a GÉANT Activity?

Foreground created during GÉANT Activities shall be the property of the participant that created it. Where several participants have jointly created Foreground and where their respective share of the work cannot be ascertained, they shall have joint ownership of such Foreground.

4.5 Who will manage and exploit intellectual property generated as part of a GÉANT Activity?

The participants in GÉANT project have decided at the beginning of the project that the intellectual property rights generated during a GÉANT Activity will be managed and exploited on their behalf by the Coordinating Partner.

GÉANT's objective is to have intellectual property handled in a manner consistent with the Principles. The participants in GÉANT project have decided that the Coordinating Partner will manage intellectual property on behalf of its members. The Coordinating Partner will manage and exploit the intellectual property on behalf of the membership as appropriate.

4.6 Who will act as the Coordinating Partner for GÉANT?

It has been agreed that DANTE, on behalf of GÉANT, will act as the Coordinating Partner.

4.7 What is considered a GÉANT Activity?

A GÉANT Activity is an activity that is funded and coordinated by the GN3 project and where the Intellectual Property would be subject to the conditions of the Grant Agreement.

Activities include, but are not limited to:

- Software and hardware specification, design, implementation, validation, test and maintenance.
- Service specification, design, implementation, validation and test and maintenance.
- Preparation of documentation, including technical designs, conference submissions and articles for publications in the media or academic press.
- Attending conferences and standards meetings where an individual is attending on behalf of GÉANT or representing the views of GÉANT.

4.8 Who is expected to abide by the Intellectual Property Framework?

All participants in a GÉANT Activity are expected to abide by the Framework.

4.9 Who is considered to be a Participant of a GÉANT Activity?

Any individual that is active on an activity or sub-task relating to a GÉANT Activity is considered to be a participant.

For the avoidance of doubt this includes all developers and sub-contracted resources participating in a GÉANT Activity, tasks, sub-task or sub-contracted items.

4.10 How will GÉANT implement this Intellectual Property Framework?

The intent of GÉANT is to implement the Intellectual Property Framework in a straightforward manner that is easy to administer.

4.11 What will GÉANT gain from the Intellectual Property Framework?

GÉANT's goal is to maximise the no- or low-cost availability of Deliverables to the GÉANT membership. The Intellectual Property Framework is intended to help participants in GÉANT projects handle intellectual property in ways that are consistent with GÉANT's Principles.

4.12 Our organisation has a preferred method of handling intellectual property that does not appear to be compatible with GÉANT's Intellectual Property Framework. Is it possible to use our method under the GÉANT Intellectual Property Framework?

If a method complies with the Principles, it should be acceptable under the Intellectual Property Framework.

Questions regarding whether a specific method complies should be directed to the IPR Co-ordinator.

4.13 What types of activities does the Intellectual Property Framework cover? What are some examples of activities that would be covered by the Intellectual Property Framework?

GÉANT wishes to foster and facilitate the research collaborations of its members and other third parties in the wider community. The Intellectual Property Framework covers projects and initiatives that are designated as GÉANT Activities and receive support of one kind or another from GÉANT.

Examples include:

- Software and hardware developed as a part of Joint Research Activities.
- Software and hardware developed as part of Service Activities.
- Conference papers or Journal submissions produced by GÉANT Participants.

4.14 What types of activities are not covered? What are some examples of activities that would not be covered by the Intellectual Property Framework?

The GÉANT IPR Framework and policy does not apply to collaborations between members that have not been identified by project participants as GÉANT Activities even if they make use of GÉANT resources. It may be the case that the collaboration is of relevance to GÉANT, but it is not the desire of the participants to identify the project as a GÉANT Activity. It may be the case that the collaboration is not relevant to GÉANT but makes use of GÉANT resources.

4.15 Who will have access to Deliverables generated by GÉANT Activities?

While the goal of GÉANT is to facilitate the broadest possible distribution of Deliverables developed as part of a GÉANT Activity, it is especially important for such Deliverables to be readily available to NREN community.

4.16 Can the participants in a GÉANT Activity donate or contribute pre-existing or background technology in which they own intellectual property rights to GÉANT?

Participants may contribute pre-existing or background technology in which they own intellectual property rights to support a GÉANT Activity.

Participants contributing pre-existing or background technology to a GÉANT Activity should register the items as background IP in the IP register associated with the GÉANT Activity.

4.17 What about IP generated during a GÉANT Activity, but not directly related to a Deliverable?

All IP generated as a result of a GÉANT Activity will be managed as described above in section 4.14.

So-called Side-ground IPR (where IP is generated as part of a GÉANT Activity, but is not directly used by a GÉANT Deliverable) will be managed and exploited by the Coordinating Partner.

4.18 What happens after the end of the project?

The Coordinating Partner will seek to establish an exploitation mechanism that is consistent with the Principles.

4.19 How will Deliverables, developed cooperatively with third parties, be managed by the Coordinating Partner?

Deliverables jointly developed with third parties will be reviewed on a case-by-case basis with the relevant third parties.

The Coordinating Partner will seek to establish exploitation routes that are mutually beneficial to all parties in a manner consistent with the Principles.

4.20 How does the IPR framework deal with collaborations with third parties not having any contractual relationship with GÉANT?

Collaborations with third parties are encouraged and are consistent with the Principles of the IPR Policy. However all collaborations should be covered by some form of contractual relationship. This could be simple confidentiality agreements.

4.21 Will GÉANT seek to protect trade marks?

Registering a trade mark gives an exclusive right to use the mark for the product or services in the countries where it is registered, in the classes for which it is registered.

If the Coordinating Partner chooses to register a trade mark then the Coordinating Partner is able to use the ® symbol - otherwise using the ® symbol is an offence (at least in the UK, cf Continental Europe). The ® symbol is a warning to others against using / infringing the trade mark. A registered trade mark enables the owner to enforce its trade mark rights against an infringer (i.e. anyone who uses the trade mark without permission) in other jurisdictions and using easier legal processes.

If the Coordinating Partner chooses not to register the trade mark, the Coordinating Partner can still take action if someone uses it without your permission but this is considered to be much harder. To be successful an owner must prove that they have a right to the trade mark, and that the trade mark has some market value or reputation that is in some way harmed by the other person's use of the mark.

Like all types of IP, there is a cost in registering the trade mark and maintaining it (A registered trade mark must be renewed every 10 years to keep it in force) which must be compared to the benefit of having it in the first place.

The decision to register a trade mark will be taken on a case-by-case basis.

5 Frequently Asked Questions (Software)

5.1 Why use a GÉANT-branded open source licence instead of an existing licence such as the BSD?

Most existing open source licences are not drafted in a very user friendly way; while every effort has been made to make the terms of the GÉANT standard open source licence as intelligible as possible.

In addition, since GÉANT projects will have numerous output Deliverables, it is important that an awareness of the new GÉANT IPR policy is created and the use of GÉANT standard licences is one of the tools that can assist with that.

5.2 Will the GÉANT standard licence need to be signed by the recipient?

No. The GÉANT standard licence operates in the same way as most open source licences, in that the recipient of the Licensed code will be deemed to have agreed to the licence terms by using the relevant code.

5.3 If we are not a Member of the Project, will the Project Coordinator still have the right to use the rights that GÉANT project members license in?

If a GÉANT project participant agrees to certain licence terms for code that is used in a GÉANT project, by law that participant (and perhaps even that individual) is deemed to be the Licensee and responsible for complying with the terms of the relevant licence.

5.4 Will the use of the GÉANT standard OUT licence avoid all risks of IPR infringement?

No. The 2009 IPR audit has revealed a fairly large number of instances where the licence terms of Input Software are either not ascertainable or incorrectly identified by the project member. This means that there is a possibility that some Input Software has been used in breach of its applicable licence terms.

5.5 If a GÉANT project activity uses only (or mostly) GPL-Licensed code, does it still have to obtain the IPR Co-ordinator's consent before such code can be used by the activity?

Yes. To maintain consistency in the application of the new IPR and Software Licensing Policy, any high-risk use requires approval. While the specific activity may not (justifiably, perhaps) consider it to be high-risk, it is important for the sake of long-term consistency that consent is sought.

5.6 How does one know the effects of using a particular type of open source licence?

The table in Appendix E contains brief summaries about the requirements that each of the commonly used open source licences have in respect of derivative works.

Appendix A GÉANT Standard Open Source Software Outward Licence

(Date)

A.1 Grant of Copyright Licence

A.1.1 Licensor hereby grants You a world-wide, royalty-free, non-exclusive, perpetual, sub-licensable licence to:

A.1.1.1 *Reproduce the Original Work in copies.*

A.1.1.2 *Prepare Derivative Works.*

A.1.1.3 *Distribute copies of the Original Work and Derivative Works to the public, with the proviso that copies of Original Work or Derivative Works that You distribute shall be Licensed under the terms of this Licence.*

A.1.1.4 *Display the Original Work publicly.*

A.2 Grant of Patent Licence

Licensor hereby grants You a world-wide, royalty-free, non-exclusive, perpetual, sub-licensable licence, under patent claims owned or controlled by the Licensor that are embodied in the Original Work as furnished by the Licensor to use and modify the Original Work and Derivative Works.

A.3 Grant of Licence

A.3.1 Licensor hereby agrees to provide a machine-readable copy of the Source Code of the Original Work along with each copy of the Original Work that Licensor distributes.

A.3.2 Licensor reserves the right to satisfy this obligation by placing a machine-readable copy of the Source Code in an information repository reasonably calculated to permit inexpensive and convenient access by You for as long as Licensor continues to distribute the Original Work, and by publishing the address of that information repository in a notice immediately following the copyright notice that applies to the Original Work.

A.4 Exclusions from Licence Grant

A.4.1 Neither the names of Licensor, nor the names of any contributors to the Original Work, nor any of their trade marks or service marks, may be used to endorse or promote products derived from this Original Work without express prior written permission of the Licensor.

A.4.2 Nothing in this Licence shall be deemed to grant any rights to trade marks, copyrights, patents, trade secrets or any other intellectual property of Licensor except as expressly stated herein.

A.4.3 No patent licence is granted to make, use, sell or offer to sell embodiments of any patent claims other than the Licensed claims defined in clause A.2.

A.4.4 Nothing in this Licence shall be interpreted to prohibit Licensor from licensing under different terms from this Licence any Original Work that Licensor otherwise would have a right to license.

A.5 Other Terms

To the extent that the Original Work contains any work which is subject to licence terms which conflict with these terms, the terms of the other licence shall take precedence over the terms of this Licence, to the extent required to give effect to them.

A.6 Third Party Provision

As an express condition for the grants of licence hereunder, You agree that any Third Party Provision by You of a Derivative Work shall be deemed a distribution and shall be Licensed to all under the terms of this Licence, as prescribed in clause A.1.1.3 herein.

A.7 Attribution Rights

A.7.1 You must retain, in the Source Code of any Derivative Works that You create, all copyright, patent or trade mark notices from the Source Code of the Original Work, as well as any notices of licensing and any descriptive text identified therein as an “**Attribution Notice**”, including the following notice:

“on behalf of the GÉANT project, DANTE is the holder of the copyright in all material which was developed by a member of the GÉANT project. DANTE is Delivery of Advanced Network Technology to Europe Limited (also known as DANTE), a not-for-profit limited liability company registered in England and Wales (company number 02806796) and with its registered company address at 9400 Garsington Road, Oxford Business Park, Oxford, OX42HN” The research leading to these results has received funding from the European Community’s Seventh Framework Programme (FP7/2007-2013) under grant agreement n° 238875 (GÉANT).

A.7.2 You must cause the Source Code for any Derivative Works that You create to carry a prominent Attribution Notice reasonably calculated to inform recipients that You have modified the Original Work.

A.8 Warranty of Provenance and Disclaimer of Warranty

A.8.1 The Licensor warrants that the copyright in and to the Original Work and the patent rights granted herein by Licensor are held by the Licensor or are sublicensed to You under the terms of this Licence with the permission of the contributor(s) of those copyrights and patent rights.

A.8.2 Except as expressly stated in clause A.8.1, the Original Work is provided under this Licence on an “as is” basis and this Licence expressly excludes all implied terms, conditions and warranties to the maximum limit permitted by the applicable law. The entire risk as to the quality of the Original Work is with you. This disclaimer of warranty constitutes an essential part of this Licence. No licence to Original Work is granted hereunder except under this disclaimer.

A.9 Limitation of Liability

A.9.1 This limitation of liability shall not apply to liability for death or personal injury resulting from Licensor’s negligence to the extent applicable law prohibits such limitation.

A.9.2 Subject to clause A.9.1 and any applicable law, under no circumstances and under no legal theory, whether in tort (including negligence), contract, or otherwise, shall the Licensor be liable to any person for any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this Licence or the use of the Original Work including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses.

A.10 Acceptance and Termination

A.10.1 If You distribute copies of the Original Work or a Derivative Work, You must make a reasonable effort under the circumstances to obtain the express consent (which, for the avoidance of doubt, need not be in writing) of recipients to the terms of this Licence.

A.10.2 Nothing else but this Licence (or another written agreement between Licensor and You) grants You permission to create Derivative Works or to exercise any of the rights granted in clause A.1, and any attempt to do so except under the terms of this Licence (or another written agreement between Licensor and You) is expressly prohibited by English copyright law, the equivalent laws of other countries, and by international treaty. Therefore, by exercising any of the rights granted to You in clause A.1, You irrevocably indicate Your acceptance of this Licence and all of its terms and conditions.

A.10.3 Any failure by you to comply with your obligations under clause A.1.1.3 shall automatically terminate this Licence as well as any rights granted to You under this Licence.

A.11 Legal Fees

A.11.1 In any action to enforce the terms of this Licence or seeking damages relating thereto, the prevailing party shall be entitled to recover its costs and expenses, including, without limitation, reasonable attorneys' fees and costs incurred in connection with such action, including any appeal of such action.

A.11.2 This clause shall survive the termination of this Licence.

A.12 Termination for Patent Action

A.12.1 This Licence shall terminate automatically and You may no longer exercise any of the rights granted to You by this Licence as of the date You commence an action, including a cross-claim or counterclaim, against Licensor or any Licensee alleging that the Original Work infringes a patent.

A.12.2 This termination provision shall not apply for an action alleging patent infringement by combinations of the Original Work with other software or hardware.

A.13 Jurisdiction, Venue and Governing Law

A.13.1 Any action or suit relating to this Licence may be brought only in the courts of a jurisdiction wherein the Licensor resides or in which Licensor conducts its primary business, and under the laws of that jurisdiction excluding its conflict-of-law provisions.

A.13.2 Any use of the Original Work outside the scope of this Licence or after its termination shall be subject to the requirements and penalties of English copyright law, the equivalent laws of other countries and international treaty.

A.13.3 This clause shall survive the termination of this Licence.

A.14 Miscellaneous

A.14.1 This Licence represents the entire agreement concerning the subject matter hereof and the parties have not relied on any representations not included in this Licence when entering into it.

A.14.2 If any provision of this Licence is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.

A.15 Right to Use

You may use the Original Work in all ways not otherwise restricted or conditioned by this Licence or by law, and Licensor promises not to interfere with or be responsible for such uses by You.

A.16 Definitions

A.16.1 Derivative Works means any work, whether in Source Code or Object Code, that is based on (or derived from) the Original Work and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship. For the purposes of this Licence, Derivative Works shall not include works that remain separable from, or merely link (or bind by name) to the interfaces of, the Work and Derivative Works thereof.

A.16.2 Licensor means the individual, individuals, entity or entities that offer(s) the Original Work under the terms of this Licence.

A.16.3 Object Code means the form of the Original Work resulting from mechanical transformation or translation of a Source form, including but not limited to compiled object code, generated documentation, and conversions to other media types.

A.16.4 Original Work means the work of authorship, whether in Source or Object form, made available under the Licence, as indicated by an Attribution Notice that is included in or attached to the work.

A.16.5 Source Code means the preferred form of the Original Work for making modifications to it and all available documentation describing how to modify the Original Work.

A.16.6 Third Party Provision means the use or distribution of the Original Work or Derivative Works in any way such that the Original Work or Derivative Works may be used by anyone other than You, whether the Original Work or Derivative Works are distributed to those persons or made available as an application intended for use over a computer network.

A.16.7 You means an individual or entity exercising rights under this Licence who has not previously violated the terms of this Licence with respect to the Work, or who has received express permission from the Licensor

to exercise rights under this Licence despite a previous violation. For legal entities, “**You**” includes any entity that controls, is controlled by, or is under common control with you.

For purposes of this definition “**control**” means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise; or (ii) ownership of fifty percent (50%) or more of the outstanding shares; or (iii) beneficial ownership of such entity.

Appendix B GÉANT Non-Software Outward Licence (v1.0)

B.1 Licence Grant

B.1.1 Subject to the terms and conditions of this Licence, Licensor hereby grants You a worldwide, royalty-free, non-exclusive, perpetual (for the duration of the applicable copyright) licence to exercise the rights in the Work as stated below:

B.1.1.1 *To Reproduce the Work, to incorporate the Work into one or more Collections, and to Reproduce the Work as incorporated in the Collections.*

B.1.1.2 *To create and Reproduce Adaptations provided that any such Adaptation, including any translation in any medium, takes reasonable steps to clearly label, demarcate or otherwise identify that changes were made to the original Work. For example, a translation could be marked "The original work was translated from English to Spanish," or a modification could indicate "The original work has been modified".*

B.1.1.3 *To Distribute the Work including as incorporated in Collections.*

B.1.1.4 *To Distribute Adaptations.*

B.1.2 The above rights may be exercised in all media and formats whether now known or hereafter devised.

B.1.3 The above rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats.

B.1.4 All rights not expressly granted by Licensor are hereby reserved.

B.1.5 The Work is protected by copyright and/or other applicable law and any use of the Work other than on the terms of this Licence is breach of the terms of this Licence.

B.1.6 By exercising any of the rights granted in this Licence, You accept, and agree to be bound by, the terms of the Licence. To the extent that this Licence may be considered to be a contract, the Licensor grants you the rights under this Licence in consideration of your acceptance of the terms and conditions of this Licence.

B.2 Restrictions

B.2.1 The licence granted in clause B.1 above is expressly made subject to and limited by the following restrictions:

B.2.1.1 *This Licence does not apply to copyrights subsisting in any Work relating to software, including in object code or the corresponding source code.*

B.2.1.2 *You may Distribute the Work only under the terms of this Licence.*

B.2.1.3 *You may not offer or impose any terms on the Work that restrict the terms of this Licence or the ability of the recipient of the Work to exercise the rights granted to that recipient under the terms of the Licence.*

B.2.1.4 *You may subLicence the Work only on the same terms as this Licence.*

B.2.1.5 *You must keep intact all notices that refer to this Licence and to the disclaimer of warranties with every copy of the Work You Distribute.*

B.2.1.6 *When You Distribute the Work, You may not impose any effective technological measures on the Work that restrict the ability of a recipient of the Work from You to exercise the rights granted to that recipient under the terms of the Licence.*

B.2.1.7 *This clause B.2.1 applies to the Work as incorporated in a Collection, but, without prejudice to the foregoing, this does not require the entire Collection or the other constituent works in the Collection to be made subject to the terms of this Licence.*

B.2.1.8 *If You create a Collection or an Adaptation, you must, upon request from the IPR Co-ordinator and to the extent practicable, remove from the Collection or the Adaptation any credit referred to in clause B.2.3.*

B.2.2 You may not exercise any of the rights granted to You in clause B.1 above in any manner that is primarily intended for or directed toward commercial advantage or private monetary compensation. The exchange of the Work for other copyrighted works by means of digital file-sharing or otherwise shall not be considered to be intended for or directed toward commercial advantage or private monetary compensation,

provided there is no payment of any monetary compensation in connection with the exchange of copyrighted works.

B.2.3 If You Distribute the Work or any Adaptations or Collections, You must, unless a request has been made pursuant to clause B.2.1, keep intact all copyright notices for the Work and provide as many of the following as reasonably possible or as applicable, in the context of the medium or means You are utilising:

B.2.3.1 *A copy of this Licence.*

B.2.3.2 *The following copyright notice:*

“© DANTE on behalf of the GÉANT project – all rights reserved unless expressly Licensed herein”

B.2.3.3 *The name of the Original Author if supplied, and/or if the Original Author and/or Licensor designate another party or parties (e.g. a sponsor institute, publishing entity, journal) for attribution ("Attribution Parties") in Licensor's copyright notice, terms of service or by other reasonable means, the name of such party or parties.*

B.2.3.4 *The title of the Work if supplied.*

B.2.3.5 *In the case of an Adaptation, a credit identifying the use of the Work in the Adaptation.*

B.2.3.6 *In the case of dissemination materials concerning results from FP7 projects, the following specific sentence:*

“The research leading to these results has been received funding from the European Community’s Seventh Framework Programme (FP7/2007-2013) under grant agreement n° 238875”.

B.3 Adaptations and Collections

B.3.1 Except as otherwise agreed in writing by the Licensor or as may be otherwise permitted by applicable law, if You Reproduce, Distribute the Work either by itself or as part of any Adaptations or Collections, You must not distort, mutilate, modify or take other derogatory action in relation to the Work which would be prejudicial to the Original Author's reputation.

B.4 Fair Dealing Rights

Nothing in this Licence is intended to reduce, limit, or restrict any uses free from copyright or rights arising from limitations or exceptions that are provided for in connection with the copyright protection under copyright law or other applicable laws.

B.5 Warranty of Provenance and Disclaimer of Warranty

B.5.1 Licensors warrants that the copyright in and to the Original Work and the patent rights granted herein by Licensors are held by the Licensors or are sublicensed to You under the terms of this Licence with the permission of the contributor(s) of those copyrights and patent rights.

B.5.2 Except as expressly stated in clause B.5.1, the Original Work is provided under this Licence on an “as is” basis and this Licence expressly excludes all implied terms, conditions and warranties to the maximum limit permitted by the applicable law. The entire risk as to the quality of the original work is with You. This Disclaimer of Warranty constitutes an essential part of this Licence. No licence to Original Work is granted hereunder except under this disclaimer.

B.6 Limitation of Liability

B.6.1 This limitation of liability shall not apply to liability for death or personal injury resulting from Licensors’ negligence to the extent applicable law prohibits such limitation.

B.6.2 Subject to clause B.6.1 and any applicable law, under no circumstances and under no legal theory, whether in tort (including negligence), contract, or otherwise, shall the Licensors be liable to any person for any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this Licence or the use of the Original Work including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses.

B.7 Termination

B.7.1 This Licence and the rights granted hereunder will terminate automatically upon any breach by You of the terms of this Licence. Individuals or entities who have received Adaptations or Collections from You under

this Licence, however, will not have their licences terminated provided such individuals or entities remain in full compliance with those licences. Sections 1, 4, 5, 6, 7, and 9 will survive any termination of this Licence.

B.7.2 Subject to the above terms and conditions, the licence granted here is perpetual (for the duration of the applicable copyright in the Work). Notwithstanding the above, Licensor reserves the right to release the Work under different licence terms or to stop distributing the Work at any time; provided, however that any such election will not serve to withdraw this Licence (or any other licence that has been, or is required to be, granted under the terms of this Licence), and this Licence will continue in full force and effect unless terminated as stated above.

B.8 Miscellaneous

B.8.1 Each time You Distribute the Work or a Collection, the Licensor offers to the recipient a licence to the Work on the same terms and conditions as the licence granted to You under this Licence.

B.8.2 If any provision of this Licence is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this Licence, and without further action by the parties to this agreement, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

B.8.3 No term or provision of this Licence shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.

B.8.4 This Licence constitutes the entire agreement between the parties with respect to the Work Licensed here. There are no understandings, agreements or representations with respect to the Work not specified here. Licensor shall not be bound by any additional provisions that may appear in any communication from You. This Licence may not be modified without the mutual written agreement of the Licensor and You.

B.8.5 The rights granted under, and the subject matter referenced, in this Licence were drafted utilizing the terminology of the Berne Convention for the Protection of Literary and Artistic Works (as amended on September 28, 1979), the Rome Convention of 1961, the WIPO Copyright Treaty of 1996, the WIPO Performances and Phonograms Treaty of 1996 and the Universal Copyright Convention (as revised on July 24, 1971). These rights and subject matter take effect in the relevant jurisdiction in which the Licence terms are

sought to be enforced according to the corresponding provisions of the implementation of those treaty provisions in the applicable national law.

B.9 Definitions

B.9.1 "Adaptation" means a work based upon the Work, or upon the Work and other pre-existing works, such as a translation, adaptation, derivative work, arrangement of music or other alterations of a literary or artistic work, or phonogram or performance and includes cinematographic adaptations or any other form in which the Work may be recast, transformed, or adapted including in any form recognizably derived from the original, except that a work that constitutes a Collection will not be considered an Adaptation for the purpose of this Licence. For the avoidance of doubt, where the Work is a musical work, performance or phonogram, the synchronization of the Work in timed-relation with a moving image ("synching") will be considered an Adaptation for the purpose of this Licence.

B.9.2 "Collection" means a collection of literary or artistic works, such as encyclopaedias and anthologies, or performances, phonograms or broadcasts, or other works or subject matter other than Works, which, by reason of the selection and arrangement of their contents, constitute intellectual creations, in which the Work is included in its entirety in unmodified form along with one or more other contributions, each constituting separate and independent works in themselves, which together are assembled into a collective whole. For the avoidance of doubt, a work that constitutes a Collection will not be considered an Adaptation (as defined above) for the purposes of this Licence.

B.9.3 "Distribute" means to make available to the public the original and copies of the Work or Adaptation, as appropriate, through sale or other transfer of ownership and by any means and using any form of technology.

B.9.4 "Licensor" means Delivery of Advanced Network Technology to Europe Limited (also known as DANTE), a not-for-profit limited liability company registered in England and Wales (company number 02806796) and with its registered company address at 9400 Garsington Road, Oxford Business Park, Oxford, OX42HN.

B.9.5 "Original Author" means, in the case of a literary or artistic work, the individual, individuals, entity or entities who created the Work or if no individual or entity can be identified, the publisher; and in addition:

B.9.5.1 *In the case of a performance the actors, singers, musicians, dancers, and other persons who act, sing, deliver, declaim, play in, interpret or otherwise perform literary or artistic works or expressions of folklore.*

B.9.5.2 *In the case of a phonogram the producer being the person or legal entity who first fixes the sounds of a performance or other sounds.*

B.9.5.3 *In the case of broadcasts, the organisation that transmits the broadcast.*

B.9.6 "**Work**" means the literary and/or artistic work offered under the terms of this Licence excluding any work which is a computer software program, whether in object or source code.

B.9.7 "**You**" means an individual or entity exercising rights under this Licence who has not previously violated the terms of this Licence with respect to the Work, or who has received express permission from the Licensor to exercise rights under this Licence despite a previous violation. For legal entities, "You" includes any entity that controls, is controlled by, or is under common control with you.

For purposes of this definition "**control**" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, (ii) ownership of fifty percent (50%) or more of the outstanding shares or (iii) beneficial ownership of such entity.

B.9.8 "**Reproduce**" means to make copies of the Work by any means including without limitation by sound or visual recordings and the right of fixation and reproducing fixations of the Work, including storage of a protected performance or phonogram in digital form or other electronic medium.

Appendix C GÉANT Standard Open Source Software Inward Licence

C.1 Grant of Copyright Licence

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C.1.1.1 *Reproduce the Original Work in copies.*

C.1.1.2 *Prepare Derivative Works.*

C.1.1.3 *Distribute copies of the Original Work and Derivative Works to the public, with the proviso that copies of Original Work or Derivative Works that You distribute shall be Licensed under the terms of this Licence.*

C.1.1.4 *To display the Original Work publicly.*

C.2 Grant of Patent Licence

Licensor hereby grants You a world-wide, royalty-free, non-exclusive, perpetual, sub-licensable licence, under patent claims owned or controlled by the Licensor that are embodied in the Original Work as furnished by the Licensor to use and modify the Original Work and Derivative Works.

C.3 Grant of Licence

C.3.1 Licensor hereby agrees to provide a machine-readable copy of the Source Code of the Original Work along with each copy of the Original Work that Licensor distributes.

C.3.2 Licensor reserves the right to satisfy this obligation by placing a machine-readable copy of the Source Code in an information repository reasonably calculated to permit inexpensive and convenient access by You for as long as Licensor continues to distribute the Original Work, and by publishing the address of that information repository in a notice immediately following the copyright notice that applies to the Original Work.

C.4 Exclusions from Licence Grant

C.4.1 Neither the names of Licensor, nor the names of any contributors to the Original Work, nor any of their trade marks or service marks, may be used to endorse or promote products derived from this Original Work without express prior written permission of the Licensor.

C.4.2 Nothing in this Licence shall be deemed to grant any rights to trade marks, copyrights, patents, trade secrets or any other intellectual property of Licensor except as expressly stated herein.

C.4.3 No patent licence is granted to make, use, sell or offer to sell embodiments of any patent claims other than the Licensed claims defined in C.2.

C.4.4 No right is granted to the trade marks of Licensor even if such marks are included in the Original Work. Any use of the Licensor's trade marks is subject to a separate trade mark licence.

C.4.5 Nothing in this Licence shall be interpreted to prohibit Licensor from licensing under different terms from this Licence any Original Work that Licensor otherwise would have a right to License.

C.5 Other Terms

To the extent that the Original Work contains any work which is subject to licence terms which conflict with these terms, the terms of the other licence shall take precedence over the terms of this Licence, to the extent required to give effect to them.

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As an express condition for the grants of licence hereunder, You agree that any Third Party Provision by You of a Derivative Work shall be deemed a distribution and shall be Licensed to all under the terms of this Licence, as prescribed in clause C.1.1.3 herein.

C.7 Attribution Rights

C.7.1 You must retain, in the Source Code of any Derivative Works that You create, all copyright, patent or trademark notices from the Source Code of the Original Work, as well as any notices of licensing and any descriptive text identified therein as an “Attribution Notice”.

C.7.2 You must cause the Source Code for any Derivative Works that You create to carry a prominent Attribution Notice reasonably calculated to inform recipients that You have modified the Original Work.

C.8 Warranty of Provenance and Disclaimer of Warranty

C.8.1 The Licensor warrants that the copyright in and to the Original Work and the patent rights granted herein by Licensor are owned by the Licensor or are sublicensed to You under the terms of this Licence with the permission of the contributor(s) of those copyrights and patent rights.

C.8.2 Except as expressly stated in clause C.8.1, the Original Work is provided under this Licence on an “as is” basis and this Licence expressly excludes all implied terms, conditions and warranties to the maximum limit permitted by the applicable law. The entire risk as to the quality of the original work is with you. This disclaimer of warranty constitutes an essential part of this Licence. No licence to Original Work is granted hereunder except under this disclaimer.

C.9 Limitation of Liability

C.9.1 This limitation of liability shall not apply to liability for death or personal injury resulting from Licensor’s negligence to the extent applicable law prohibits such limitation.

C.9.2 Subject to clause C.9.1 and any applicable law, under no circumstances and under no legal theory, whether in tort (including negligence), contract, or otherwise, shall the Licensor be liable to any person for any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this Licence or the use of the Original Work including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses.

C.10 Acceptance and Termination

C.10.1 If You distribute copies of the Original Work or a Derivative Work, You must make a reasonable effort under the circumstances to obtain the express assent of recipients to the terms of this Licence.

C.10.2 Nothing else but this Licence (or another written agreement between Licensor and You) grants You permission to create Derivative Works or to exercise any of the rights granted in clause C.1, and any attempt to do so except under the terms of this Licence (or another written agreement between Licensor and You) is expressly prohibited by English copyright law, the equivalent laws of other countries, and by international treaty. Therefore, by exercising any of the rights granted to You in clause C.1, You irrevocably indicate Your acceptance of this Licence and all of its terms and conditions.

C.10.3 Any failure by you to comply with your obligations under clause C.1.1.3 shall automatically terminate this Licence as well as any rights granted to You under this Licence.

C.11 Legal Fees

C.11.1 In any action to enforce the terms of this Licence or seeking damages relating thereto, the prevailing party shall be entitled to recover its costs and expenses, including, without limitation, reasonable attorneys' fees and costs incurred in connection with such action, including any appeal of such action.

C.11.2 This clause shall survive the termination of this Licence.

C.12 Termination for Patent Action

C.12.1 This Licence shall terminate automatically and You may no longer exercise any of the rights granted to You by this Licence as of the date You commence an action, including a cross-claim or counterclaim, against Licensor or any Licensee alleging that the Original Work infringes a patent.

C.12.2 This termination provision shall not apply for an action alleging patent infringement by combinations of the Original Work with other software or hardware.

C.13 Jurisdiction, Venue and Governing Law

C.13.1 Any action or suit relating to this Licence may be brought only in the courts of a jurisdiction wherein the Licensor resides or in which Licensor conducts its primary business, and under the laws of that jurisdiction excluding its conflict-of-law provisions.

C.13.2 The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

C.13.3 Any use of the Original Work outside the scope of this Licence or after its termination shall be subject to the requirements and penalties of English copyright law, the equivalent laws of other countries and international treaty.

C.13.4 This clause shall survive the termination of this Licence.

C.14 Miscellaneous

C.14.1 This Licence represents the complete agreement concerning the subject matter hereof and the parties have not relied on any representations not included in this Licence when entering into it.

C.14.2 If any provision of this Licence is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.

C.15 Right to Use

You may use the Original Work in all ways not otherwise restricted or conditioned by this Licence or by law, and Licensor promises not to interfere with or be responsible for such uses by You.

C.16 Definitions

C.16.1 Derivative Works means any work, whether in Source Code or Object Code, that is based on (or derived from) the Original Work and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship. For the purposes of this Licence, Derivative

Works shall not include works that remain separable from, or merely link (or bind by name) to the interfaces of, the Work and Derivative Works thereof.

C.16.2 Licensor means <Name of the Licensor>.

C.16.3 Object Code means the form of the Original Work resulting from mechanical transformation or translation of a Source form, including but not limited to compiled object code, generated documentation and conversions to other media types.

C.16.4 Original Work means the work of authorship, whether in Source or Object form, made available under the Licence, as indicated by an Attribution Notice that is included in or attached to the work.

C.16.5 Source Code means the preferred form of the Original Work for making modifications to it and all available documentation describing how to modify the Original Work.

C.16.6 Third Party Provision means the use or distribution of the Original Work or Derivative Works in any way such that the Original Work or Derivative Works may be used by anyone other than You, whether the Original Work or Derivative Works are distributed to those persons or made available as an application intended for use over a computer network.

C.16.7 You means Delivery of Advanced Network Technology to Europe Limited (also known as DANTE), a not-for-profit limited liability company registered in England and Wales (company number 02806796) and with its registered company address at 9400 Garsington Road, Oxford Business Park, Oxford, OX4 2HN.

Appendix D GÉANT Non-Software Inward Licence

D.1 Licence Grant

D.1.1 Subject to the terms and conditions of this Licence, Licensor hereby grants You a worldwide, royalty-free, non-exclusive, perpetual (for the duration of the applicable copyright) Licence to exercise the rights in the Work as stated below:

D.1.1.1 *To Reproduce the Work, to incorporate the Work into one or more Collections, and to Reproduce the Work as incorporated in the Collections.*

D.1.1.2 *To create and Reproduce Adaptations provided that any such Adaptation, including any translation in any medium, takes reasonable steps to clearly label, demarcate or otherwise identify that changes were made to the original Work.*

D.1.1.3 *To Distribute the Work including as incorporated in Collections.*

D.1.1.4 *To Distribute Adaptations.*

D.1.2 The above rights may be exercised in all media and formats whether now known or hereafter devised.

D.1.3 The above rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats.

D.1.4 All rights not expressly granted by Licensor are hereby reserved.

D.1.5 The Work is protected by copyright and/or other applicable law and any use of the Work other than on the terms of this Licence is breach of the terms of this Licence.

D.1.6 By exercising any of the rights granted in this Licence, You accept, and agree to be bound by, the terms of the Licence. To the extent that this Licence may be considered to be a contract, the Licensor grants you the rights under this Licence in consideration of your acceptance of the terms and conditions of this Licence.

D.2 Restrictions

D.2.1 The Licence granted in clause D.1 above is expressly made subject to and limited by the following restrictions:

D.2.1.1 *This Licence does not apply to copyrights subsisting in any Work relating to software, including in object code or the corresponding source code.*

D.2.1.2 *You may Distribute the Work only under the terms of this Licence.*

D.2.1.3 *You may not offer or impose any terms on the Work that restrict the terms of this Licence or the ability of the recipient of the Work to exercise the rights granted to that recipient under the terms of the Licence.*

D.2.1.4 *You may sublicense the Work, provided that such sublicensing is on the terms of this Licence.*

D.2.1.5 *You must keep intact all notices that refer to this Licence and to the disclaimer of warranties with every copy of the Work You Distribute.*

D.2.1.6 *When You Distribute the Work, You may not impose any effective technological measures on the Work that restrict the ability of a recipient of the Work from You to exercise the rights granted to that recipient under the terms of the Licence.*

D.2.1.7 *This clause D.2.1 applies to the Work as incorporated in a Collection, but this does not require the entire Collection or the other constituent elements of the Collection (apart from the Work itself) to be made subject to the terms of this Licence.*

D.2.1.8 *If You create a Collection or an Adaptation, you must, upon request from the relevant Licensor and to the extent practicable, remove from the Collection or the Adaptation any credit referred to in clause D.2.2.*

D.2.2 If You Distribute, or the Work or any Adaptations or Collections, You must, unless a request has been made pursuant to clause D.2.1.8 keep intact all copyright notices for the Work and provide as many of the following as reasonably possible or as applicable, in the context of the medium or means You are utilising:

D.2.2.1 *The name of the Original Author if supplied, and/or if the Original Author and/or Licensor designate another party or parties (e.g. a sponsor institute, publishing entity, journal) for attribution ("**Attribution Parties**") in Licensor's copyright notice, terms of service or by other reasonable means, the name of such party or parties.*

D.2.2.2 *The title of the Work if supplied.*

D.3 Adaptations and Collections

D.3.1 Except as otherwise agreed in writing by the Licensor or as may be otherwise permitted by applicable law, if You Reproduce, Distribute the Work either by itself or as part of any Adaptations or Collections, You must not distort, mutilate, modify or take other derogatory action in relation to the Work which would be prejudicial to the Original Author's reputation.

D.3.2 Licensor agrees that in those jurisdictions, in which making Adaptations would be deemed to be a distortion, mutilation, modification or other derogatory action prejudicial to the Original Author's reputation, the Licensor will waive or not assert, as appropriate, its rights to object to such Adaptations, to the fullest extent permitted by the applicable national law, to enable You to reasonably exercise Your right under clause D.1.1.2 of this Licence but not otherwise.

D.4 Fair Dealing Rights

Nothing in this Licence is intended to reduce, limit, or restrict any uses free from copyright or rights arising from limitations or exceptions that are provided for in connection with the copyright protection under copyright law or other applicable laws.

D.5 Warranty of Provenance and Disclaimer of Warranty

D.5.1 Licensor warrants that the copyright in and to the Original Work and the patent rights granted herein by Licensor are owned by the Licensor or are sublicensed to You under the terms of this Licence with the permission of the contributor(s) of those copyrights and patent rights.

D.5.2 Except as expressly stated in clause D.5.1, the Original Work is provided under this Licence on an "AS IS" basis and this Licence expressly excludes all implied terms, conditions and warranties to the maximum limit permitted by the applicable law. The entire risk as to the quality of the original work is with you. This

disclaimer of warranty constitutes an essential part of this Licence. No Licence to Original Work is granted hereunder except under this disclaimer.

D.6 Limitation of Liability

D.6.1 This limitation of liability shall not apply to liability for death or personal injury resulting from Licensor's negligence to the extent applicable law prohibits such limitation.

D.6.2 Subject to clause D.6.1 and any applicable law, under no circumstances and under no legal theory, whether in tort (including negligence), contract, or otherwise, shall the Licensor be liable to any person for any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this Licence or the use of the Original Work including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses.

D.7 Termination

D.7.1 This Licence and the rights granted hereunder will terminate automatically upon any breach by You of the terms of this Licence. Individuals or entities who have received Adaptations or Collections from You under this Licence, however, will not have their Licences terminated provided such individuals or entities remain in full compliance with those Licences. The following clauses will survive any termination of this Licence: 2, 5 and 6 will survive any termination of this Licence.

D.7.2 Subject to the above terms and conditions, the Licence granted here is perpetual (for the duration of the applicable copyright in the Work). Notwithstanding the above, Licensor reserves the right to release the Work under different Licence terms or to stop distributing the Work at any time; provided, however that any such election will not serve to withdraw this Licence (or any other Licence that has been, or is required to be, granted under the terms of this Licence), and this Licence will continue in full force and effect unless terminated as stated above.

D.8 Miscellaneous

D.8.1 Each time You Distribute the Work or a Collection, the Licensor offers to the recipient a Licence to the Work on the same terms and conditions as the Licence granted to You under this Licence.

D.8.2 If any provision of this Licence is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this Licence, and without further action by the parties to this agreement, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

D.8.3 No term or provision of this Licence shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.

D.8.4 In any action to enforce the terms of this Licence or seeking damages relating thereto, the prevailing party shall be entitled to recover its costs and expenses, including, without limitation, reasonable attorneys' fees and costs incurred in connection with such action, including any appeal of such action.

D.8.5 This Licence constitutes the entire agreement between the parties with respect to the Work licensed here. There are no understandings, agreements or representations with respect to the Work not specified here. Licensor shall not be bound by any additional provisions that may appear in any communication from You. This Licence may not be modified without the mutual written agreement of the Licensor and You.

D.8.6 The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

D.8.7 The rights granted under, and the subject matter referenced, in this Licence were drafted utilizing the terminology of the Berne Convention for the Protection of Literary and Artistic Works (as amended on September 28, 1979), the Rome Convention of 1961, the WIPO Copyright Treaty of 1996, the WIPO Performances and Phonograms Treaty of 1996 and the Universal Copyright Convention (as revised on July 24, 1971). These rights and subject matter take effect in the relevant jurisdiction in which the Licence terms are sought to be enforced according to the corresponding provisions of the implementation of those treaty provisions in the applicable national law.

D.9 Definitions

D.9.1 "**Adaptation**" means a work based upon the Work, or upon the Work and other pre-existing works, such as a translation, adaptation, derivative work, arrangement of music or other alterations of a literary or artistic work, or phonogram or performance and includes cinematographic adaptations or any other form in which the Work may be recast, transformed, or adapted including in any form recognizably derived from the

original, except that a work that constitutes a Collection will not be considered an Adaptation for the purpose of this Licence. For the avoidance of doubt, where the Work is a musical work, performance or phonogram, the synchronization of the Work in timed-relation with a moving image ("synching") will be considered an Adaptation for the purpose of this Licence.

D.9.2 "Collection" means a collection of literary or artistic works, such as encyclopaedias and anthologies, or performances, phonograms or broadcasts, or other works or subject matter other than Works, which, by reason of the selection and arrangement of their contents, constitute intellectual creations, in which the Work is included in its entirety in unmodified form along with one or more other contributions, each constituting separate and independent works in themselves, which together are assembled into a collective whole. For the avoidance of doubt, a work that constitutes a Collection will not be considered an Adaptation (as defined above) for the purposes of this Licence.

D.9.3 "Distribute" means to make available to the public the original and copies of the Work or Adaptation, as appropriate, through sale or other transfer of ownership and by any means and using any form of technology.

D.9.4 "Licensor" means the individual, individuals, entity or entities that offer(s) the Work under the terms of this License.

D.9.5 "Original Author" means, in the case of a literary or artistic work, the individual, individuals, entity or entities who created the Work or if no individual or entity can be identified, the publisher; and in addition

D.9.5.1 *In the case of a performance the actors, singers, musicians, dancers, and other persons who act, sing, deliver, declaim, play in, interpret or otherwise perform literary or artistic works or expressions of folklore.*

D.9.5.2 *In the case of a phonogram the producer being the person or legal entity who first fixes the sounds of a performance or other sounds.*

D.9.5.3 *In the case of broadcasts, the organisation that transmits the broadcast.*

D.9.6 "Work" means the literary and/or artistic work offered under the terms of this Licence excluding any work which is a computer software program, whether in object or source code.

D.9.7 "You" means Delivery of Advanced Network Technology to Europe Limited (also known as DANTE), a not-for-profit limited liability company registered in England and Wales (company number 02806796) and with its registered company address at 9400 Garsington Road, Oxford Business Park, Oxford, OX42HN.

D.9.8 "Reproduce" means to make copies of the Work by any means including without limitation by sound or visual recordings and the right of fixation and reproducing fixations of the Work, including storage of a protected performance or phonogram in digital form or other electronic medium.

Appendix E Open Source Software Licences

Open Source Software Licences			
Licence	Derivative Works provision	Onward licensing conditions	Additional Terms provisions
BEA Systems			
Apache Software Licence v1.1	n/a	<ul style="list-style-type: none"> • Copyright notice • Acknowledgment 	n/a
Apache Software Licence v2.0	<ul style="list-style-type: none"> • Based on “Work” • Does not include works that remain separable from or just link to the interfaces of Work/Derivative Work 	<ul style="list-style-type: none"> • Recipients of Derivative Work must get copy of licence • Retention of all notices in source form of Derivative Work 	<ul style="list-style-type: none"> • Allowed, but distribution of work must be according to these terms otherwise
BSD Licence	n/a	<ul style="list-style-type: none"> • Reproduction of copyright notice and disclaimer 	n/a

Open Source Software Licences			
Licence	Derivative Works provision	Onward licensing conditions	Additional Terms provisions
Common Development and Distribution Licence (CDDL) 1.01	<ul style="list-style-type: none"> Covered Software=Original Software or Modifications or combination of files Larger Work = Covered Software + code with different licence terms Modifications=mods or new file under these terms 	<ul style="list-style-type: none"> Must make source code available for Covered Software Mods = covered under licence terms Larger Work can be distributed as a single product but Covered Software part of it must comply with licence terms 	<ul style="list-style-type: none"> Can't impose additional terms on Covered Software which alters or restricts these terms Any additional terms are YOUR responsibility
Common Public Licence (CPL) v1.0	n/a	<ul style="list-style-type: none"> Source code distribution must be under this licence Distribution in object code can be under other licence terms but those must comply with these licence terms and has same effect of disclaiming liabilities, etc If commercial distribution, all contributors must have benefit of indemnity 	<ul style="list-style-type: none"> See in relation to distribution of object code
Eclipse Public Licence v1.0	<ul style="list-style-type: none"> Licensed rights include right to create and distribute derivative works 	<ul style="list-style-type: none"> Source code distribution must be under this licence Distribution in object code can be under other licence terms but those must comply with these licence terms and has same effect of disclaiming liabilities, etc If commercial distribution, all contributors must have benefit of indemnity 	

Open Source Software Licences			
Licence	Derivative Works provision	Onward licensing conditions	Additional Terms provisions
Open Source Initiative OSI – the MIT Licence	n/a	<ul style="list-style-type: none"> Copyright notice must be part of any copies or substantial copies of the Software 	n/a
Mozilla Public Licence v 1.1	<ul style="list-style-type: none"> Modifications of Original Code are covered by licence (included in Covered Works) Source code version of modification must be distributed only under this licence 	<ul style="list-style-type: none"> Notices required to be duplicated Executable version of Covered Work can be distributed under a licence different from the licence, as long as source code of Covered Work is not affected 	<ul style="list-style-type: none"> Additional terms can be imposed on source code version provided that they don't alter or restrict the terms of this licence Larger Work can be created using Covered Work and distributed as a single product, but Covered Work portion is subject to the terms of this licence
GNU Affero General Public Licence v3 [NB: for software used on network servers]	<ul style="list-style-type: none"> Work based on program is a covered work 	<ul style="list-style-type: none"> For Verbatim copies: all notices and any section 7 notices (re additional terms added) Licence terms apply to all covered work If work has interactive user interfaces each must display legal notices Inclusion of covered work in an aggregate (in combination with other separate, independent works) does not mean that the licence extends to other parts of the aggregate 	<ul style="list-style-type: none"> Section 7 terms allowed

Open Source Software Licences			
Licence	Derivative Works provision	Onward licensing conditions	Additional Terms provisions
GNU Lesser GPL v2.1 [NB: for libraries]	<ul style="list-style-type: none"> • Licence applies to software library or works = includes work which is derivative work under copyright law (work containing library or a portion of it) • A program that is designed to work with a library (e.g. by linking with it) but which does not contain any part of the Library, is not a derivative work of the Library [but the linking code itself is a derivative work, because it contains parts of the Library] 	<ul style="list-style-type: none"> • [permits linking with non-free programs] • Modified library must be distributed under licence terms if modified work is a software library • Whole of work must be licensed at no charge to all third parties • If identifiable sections of that work are not derived from the library and are independent and separate works in themselves, this licence does not apply to those works • Aggregation of another work (not based on the library) with the library on a volume of a storage or a distribution medium does not bring the other work under the scope of this licence • Incorporation (not linking) of parts of the library with other free programs [e.g. other o/s licences] whose distribution conditions are incompatible with the terms of the licence require licensor's approval 	<ul style="list-style-type: none"> • One can distribute linked works with libraries, so that the linked work is subject to different terms, provided that the licensee can still modify the work and reverse engineer for debugging such mods

Open Source Software Licences			
Licence	Derivative Works provision	Onward licensing conditions	Additional Terms provisions
GNU Lesser GPL v3 [NB: for libraries]	<ul style="list-style-type: none"> Application = work that uses interface provided by library but is not based on library Combined Work = Application + Library 	<ul style="list-style-type: none"> Modified versions of the work in which a mod depends on an Application to provide data, can be licensed under this licence or under the GPL v3 	<ul style="list-style-type: none"> Combined works can be distributed under non-licence terms provided that the combined effect of licence + non-licence terms must not be too restrict modifications to the Library element of the Combined Work for reverse engineering or debugging BUT must be combined with GNU GPL v3
GNU GPL v1	<ul style="list-style-type: none"> Work based on Program = either program or work containing Program or portion of it 	<ul style="list-style-type: none"> Verbatim copies: all notices and disclaimers Modified copies of work (which contain program or part thereof) are subject to these licence terms Aggregation of another independent work with the Program (or its derivative) on a volume of a storage or a distribution medium does not bring the other work under the scope of this licence 	

Open Source Software Licences			
Licence	Derivative Works provision	Onward licensing conditions	Additional Terms provisions
GNU GPL v3	<ul style="list-style-type: none"> Work based on Program = program or derivative work under copyright 	<ul style="list-style-type: none"> Verbatim copies: all notices and disclaimers Modified copies of Program or part thereof must be licensed as a whole at no charge to third parties If identifiable sections of that work are not derived from the library and are independent and separate works in themselves, this licence does not apply to those works Aggregation of another independent work with the Program (or its derivative) on a volume of a storage or a distribution medium does not bring the other work under the scope of this licence 	<ul style="list-style-type: none"> Section 7 terms

Appendix F List of “Green” Open Source Licences

Type of Licence	Link	Comment
MIT Licence	http://www.opensource.org/licenses/mit-license.php	Check that there are no clauses restricting or reserving rights.
BSD Licence	http://www.freebsd.org/	There are two versions of BSD licences with differing numbers of clauses. Both the three clause version and the four clause version are acceptable.
Apache Licence	http://www.apache.org/licenses/LICENSE-2.0.html	Version2 of the Apache Licence is the only one on the green list. For other versions please refer to the IPR Co-ordinator.

Glossary

BSD	Berkeley Software Distribution, family of permissive free software licenses
cf	See elsewhere in the text.
CPL	Common Public Licence
FP7	Seventh Framework Programme of the European Community for research, technological development and demonstration activities (2007-2013)
GNU	Unix-like computer operating system developed by the GNU project
GPL	General Public Licence
IP	Intellectual Property
IPR	Intellectual Property Rights
OS	Open Source
OSS	Open Source Software
RfP	Rules for Participation
SDO	Standards Development Organisation