Project no. 034595

SELF

Science, Education and Learning in Freedom

Instrument: SSA - Specific Support Action
Thematic Priority: IST-2005-2.5.5 – Software and Services

D3: SELF Legal Policy
Workpackage 4

Due date of deliverable: January 2007
Actual submission date: January 2007
Revision date: September 26th, 2008

Start date of project: Duration:
July 1st, 2006   2 years

Free Software Foundation Europe   Revision 1.0
Georg Greve

**Project co-funded by the European Commission within the Sixth Framework
Programme (2002-2006)**

Dissemination Level

PU	Public	**X**
PP	Restricted to other programme participants (including the Commission Services)	
RE	Restricted to a group specified by the consortium (including the Commission Services)	
CO	Confidential, only for members of the consortium (including the Commission Services)	

Table of Contents

1. About this document

This document describes the legal issues and considerations of the SELF consortium and explains the background of the SELF Legal Policy and details work and input of the SELF Legal Experts Group (LEG). The purpose of all these efforts is to ensure the continuation of the SELF project after the EC funded period.

The document contains a general introduction to the area (Section 2), a list of issues that has been raised and discussed (Section 3), specific comments on the Legal Policy (Section 4) and information about the formation of the Legal Experts Group (Section 5). Section 6 provides the conclusions obtained in Work Package 4.

The SELF Legal Policy can be found in appendix I.

2. Introduction

Based on the understanding that software itself is knowledge and regulator, the Science, Education and Learning in Freedom (SELF) set out to create a repository of free knowledge about Free Software and Open Standards. It is our goal that this repository will help spread knowledge about our area of expertise and promote capacity building in the information technology, science and education fields.

In order to do so, SELF will need to apply our profound experience in the field of Free Software and its technical and legal maintainability, such as the experience made with the AGNULA FP5 EU project or the over 20 year track record of GNU System development.

But SELF will also need to find decisions for areas that have been hotly debated for many years, such as Open Standards and cover entirely new ground: To date the discussion about what is free educational material has only just begun and it will most likely take decades for society to reach a consensus on this issue, if a consensus will ever be found.

If SELF is to be able to reach its goal, it will need to be careful to err on the side of freedom rather than lack of freedom. It will need to find creative answers to questions that will carry beyond the scope of the project.

As law is one of the main regulators for knowledge, a large part of these decisions and solutions will be reflected in this document and the SELF Legal Policy, as well as in the work of the SELF Legal Experts Group (LEG).

The purpose of this document is to preserve and explain the design decisions behind the SELF Legal Policy, which should build a framework solid enough for others to follow and build upon the work done by the SELF consortium by gathering free educational material in their areas of expertise, as well.

3. Issues Addressed

3.1. Open Standards

The understanding of what constitutes an Open Standard has evolved throughout the SELF project. A first working definition was used in Deliverable 2 where an Open Standard was along the following four points:

1. Is there a public specification of the format?

2. Is there any patent claimed on the format? If so, is the patent irrevocably available in a royalty free basis (or at a nominal charge)?

3. Is the format supported or created and maintained by some standardisation

organisation?

4. Is the format implemented by (one or more) Free Software applications?

On this basis, the SELF consortium adopted a first definition of an Open Standard that distinguished between Preferred Open Standards, Open Standards and proprietary formats. While workable for the SELF consortium to begin its task, that definition had the disadvantage of requiring a static cut-off date. It also was not as easily applicable in all cases as desired, and left more room for interpretation than was necessary.

So while the SELF consortium began its work with support from the Legal Experts Group (LEG), the LEG continued the search and debate for a better definition.

These debates included input from the European Interoperability Framework (EIF)[1], motion B 103 of the Danish Parliament[2], and debates at the United Nations Internet Governance Forum (IGF) Dynamic Coalition on Open Standards (DCOS),[3] as well as in the context of Certified Open.[4] The dialogue was multi-stakeholder based and involved individuals from all sectors to ensure a broad understanding of the issues.

In result, the SELF consortium adopted an Open Standard definition that has been made publicly available[5] and adopted by SELF organisations, e.g. Free Software Foundation Europe (FSFE).[6]

According to this definition, an Open Standard refers to a format or protocol that is

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

An Emerging Standard meets criteria 1 to 4, but necessarily fails criterion 5, as it is still under development. For reasons of maturity and long-term project success, SELF platform technology can only use Open Standards.

SELF educational materials can also contain training or information on Emerging Standards, which form the dynamic edge of standardisation and aim to become fully Open Standards.

This definition became part of the SELF Legal Policy and was found solid in its application by the Legal Experts Group (LEG) in its work to decide which standards

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1 http://ec.europa.eu/idabc/en/document/3473#finalEIF
2 http://www.ft.dk/Samling/20051/beslutningsforslag/B103/index.htm
3 http://igf-dcos.org/
4 http://www.certifiedopen.com/
5 http://selfproject.eu/OSD
6 http://fsfeurope.org/projects/os/def

qualify as Open Standards.

3.2. Volunteer contribution and licensing

The SELF Legal Policy contains a provision that all materials produced as part of the SELF project should be licensed under the GNU Free Documentation License (GNU FDL).

However, the SELF project in itself will receive contributions of materials from volunteers and other projects for inclusion in the SELF platform. Such materials might not use the GNU FDL and allowances must be made for accepting materials with other licenses.

Towards this end, the SELF Legal Policy specifies that additional material distributed as part of the SELF activity, which might include volunteer contributions, other licenses can be permissible. Licenses that are to accepted for use will be decided upon by the SELF Legal Experts Group in accordance with the provisions set out in the SELF Legal Policy.

In order to minimise problems with license incompatibilities, all users are encouraged to submit their materials under the GNU Free Documentation License (FDL) whenever possible.

3.3. Reference materials

In the process of the project, some materials have been suggested for inclusion in the SELF project which after an evaluation are licensed in ways that are clearly not in line with the definitions of Free Educational Materials and Documentations in the legal policy. As such, they will not be part of the SELF project.

Some materials, including , but not limited to political and philosophical statements and articles, are available under more restrictive licenses, which meet the requirements for unlimited use and distribution, but where the author does not wish to allow alterations of the statements or articles. Such materials might be useful for reference purposes in the SELF platform, in particular when it is feared that the publication of the materials in a site unrelated to the SELF project is temporary in nature.

The LEG will continue to evaluate the policy for such materials and the license of such materials and decide on whether such materials can be included in the SELF platform for reference and archival purposes, even if it doesn't fulfil the definition of SELF Educational Material.

It is clear that when such materials are accepted into the platform, they must be clearly distinguished so that it is clear to the viewer that the material is not part of the SELF project, and only included in the SELF platform for reference and archival purposes.

3.4. Creative Commons

The Creative Commons project maintains several different licenses, all of which have to be evaluated separately by the LEG. Two specific issues arose during the course of the project which deals with so called No-Derivative clauses and Attribution clauses. Because they are so commonly used, they have been discussed separately.

The No-Derivative clause disallows modifications to the materials, thus not meeting the second criteria of the definition of Free Educational Materials and Documentations, which explicitly says that it must be possible to change materials to keep them up to date and to enable collaboration and the creation of new, combined, works.

It has been decided that licenses containing the No-Derivative clause shall not be acceptable for use in the SELF project, however materials covered by the No-Derivative clause might still be included for reference purpose in the SELF platform according to section 3.3 of this document.

Attribution clauses specify that the authors of a document must be attributed in all future versions of the document. Attribution in itself is an important aspect of the SELF project since we wish to allow for everyone working with the SELF platform to gain a reputation by having their name attributed to the materials they contribute to. This might cause practical issues once the number of authors count in the 100s, making attribution more difficult when using parts of the material in other works, or in other ways using the work. However, the SELF project sees no fundamental problem with the attribution clauses and consider them to be acceptable for use.

3.5. Fiduciary Licence Agreement (FLA)

When trying to build a sustainable knowledge base in software or educational material, legal maintainability is a critical issue and copyright is at the heart of it. Copyright allows to select certain licences and the licences themselves provide certain rights and limitations. For the growth and functioning of the system, it is necessary that rights be reliable for those who build on something and that limitations are observed for those who contributed their knowledge.

Legally, this translates into licence maintenance and licence compliance. Licence maintenance becomes necessary for various reasons, such as changes in the legal environment and interpretation of certain clauses, which can be brought about by a variety of factors, including court decisions. Licence maintenance may also be necessary due to unforeseen and unwanted licence incompatibility between two licences that are very similar in effect but have wording that makes them incompatible.

Licence compliance requires the possibility to find and/or be informed about violations of the licence, to investigate the facts and confirm a violation, to make

contact with the violator to bring about compliance in a cooperative way, and ultimately take the violator to court, if no cooperative way can be found. This is what the Freedom Task Force (FTF) of the Free Software Foundation Europe (FSFE) does on a daily basis for Free Software projects that made FSFE their fiduciary for such licensing issues.

It is made possible by the Fiduciary Licence Agreement (FLA) of FSFE, which is a form of copyright assignment that can be summarised along the following lines:

- Transfer of copyright/exclusive exploitation rights to FSFE
- Re-transfer of unlimited amount of single exploitation rights to the author/copyright holder, which allows for any form of licencing (including proprietary) by the assigning party.
- Grant of FSFE to only use said rights in the interests and along the stated principles of Free Software. The agreement terminates automatically in case the grant is violated.
- Written to address needs of both copyright traditions

The Fiduciary Licence Agreement (FLA) will be one central component to ensure the long-term sustainability of the SELF outcomes for both software. The adapted Fiduciary Licence Agreement (FLA) for the SELF project (see Appendix I) will continue to be maintained by the Free Software Foundation Europe (FSFE) according to the SELF Consortium Memorandum of Understanding (see Appendix II).

In accordance with FSFE's Fiduciary Licence Policy,[7] the sole purpose of the FLA is to free project management of legal issues to allow a project to achieve its full potential. FSFE will in particular not dictate licensing choice on the project, but follow the licensing choice of the project.

FSFE provides the FLA in PDF format for download by SELF developers, including a cover letter that can be used to sign the completed and signed SELF FLA to the office of FSFE's Freedom Task Force in Zürich, Switzerland. The steps for a complete SELF FLA process are:

1. Developer downloads SELF FLA, printing two copies
2. Developer fills out personal data and signs SELF FLA
3. Developer mails SELF FLA to FSFE FTF office
4. FSFE FTF office checks SELF FLA for potential errors and problems
5. FSFE FTF office signs both copies of SELF FLA
6. FSFE FTF office informs SELF project that SELF FLA has been received
7. FSFE FTF office mails one copy back to Developer
8. Both parties file their copy of the agreement

In order to ensure full legal maintainability, the SELF platform coordinator should

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7   http://fsfeurope.org/ftf/fiduciary-policy

only grant SVN/CVS access to the platform code after receiving notice from FSFE's
FTF office that the SELF FLA has been duly received.

The function and process of the FLA for SELF is explained for users of the SELF
platform at http://selfproject.eu/LEG/FLA.

Contributors to SELF's educational materials can also assign their copyright/exclusive
exploitation rights in educational materials to the FSFE to safeguard on behalf of the
SELF project. The process is largely identical above, the only difference being in step
6, where the FSFE FTF office appropriately changes the copyright status of submitted
materials in the SELF platform.

4. Specific Comments on the SELF Legal Policy

The SELF Legal Policy is based upon and reflects all of the comments in section 3 of this document. It needed to adapt to new challenges and findings of the SELF Legal Experts Group as these arose, but at the same time provided a reliable basis for the work of the SELF Consortium.

4.1.Principles of maintenance

The SELF Legal Policy was maintained along the following principles:

■ Incremental, non-breaking changes

No update of or addition to the SELF Legal Policy should break previous policies or decisions that have already been implemented.

■ Fundamental changes only with consensus

Fundamental changes to the SELF Legal Policy can only be made on consensus of the SELF Board and the SELF Legal Experts Group with agreement of all the affected working groups.

4.2.Issues to be addressed

Issues that will needed to be addressed during the work of the SELF Legal Policy and work of the SELF LEG were:

- **Verbatim Reference Material**

  How to deal with material that is under free redistribution in verbatim form, e.g. personal expression, political speech or essays from the GNU Project? These clearly do not meet the definition of free educational material of the SELF project, but would be valuable references to deepen understanding and useful for many courses.

- **Licence compatibility matrix**

  Which licences are compatible to each other and can the SELF portal determine possible merges between materials and/or make smart suggestions as to the licence for new contributions to an existing material? How to make conflict resolution as easy as possible?

- **Detailed Fiduciary Licence Agreement Policies**

  One good solution to licence conflict resolution is offered by the FLA. How mandatory should assignment through the FLA be in which case of third party contribution? How to communicate the FLA on the SELF portal?

5. SELF Legal Experts Group (LEG)

The SELF Legal Experts Group (LEG) defines the SELF Legal Policy and controls its implementation. Its role is to decide which software or educational material licences meet the standards set forth for the SELF consortium. The LEG also determines which formats and protocols are to be considered Open Standards and (in the case of multiple Open Standards) which standard is to be given preference.

As such, the SELF LEG acts as a point of reference and contact for other groups of the SELF consortium and will be largely operating on request.

5.1. Members of the SELF LEG

The SELF Legal Experts Group consists of top-level experts in law and the interface between law and technology. Its members are:

- **Robin Gross**
  IP Justice & Santa Clara University School of Law
- **Dr Lucie Guibault**
  Institute for Information Law, University of Amsterdam
- **Dr Mathias Klang**
  University of Göteborg & Creative Commons Lead Sweden
- **Dr Axel Metzger**
  Max Planck Institute for Comparative and International Private Law & ifrOSS
- **Prof Mary W. S. Wong**
  Franklin Pierce Law Center
- **Prof Raquel Xalabarder**
  Universitat Oberta de Catalunya (UOC)

as well as **Shane M. Coughlan**, Freedom Task Force Coordinator of the Free Software Foundation Europe (FSFE), **Jonas Öberg**, vice president of the FSFE, and **Georg C.F. Greve**, president of the FSFE and coordinator of the SELF Legal Experts Group.

More experts may be invited to join the LEG throughout the duration of the project as opportunity arises.

6. Conclusions of WP4

Besides fulfilling its role in the SELF consortium and contributing high quality materials to the SELF project, WP4 of the SELF project also managed to achieve lasting improvement of the state of the art.

1 Addressing the foreseen challenges

The challenges initially foreseen in section 4.2 were resolved during the first half of the project in the following ways.

Verbatim Reference Material

The SELF Consortium agreed unanimously that it was necessary to allow inclusion of reference materials in the SELF platform. Not allowing these materials to be included would have greatly diminished the ability to deliver high-quality education.

Simultaneously SELF found itself in the position that it would prefer not to have any reference materials in order to allow maximum recombination and re-usability.

Consensual understanding in the consortium was that new materials should never be filed as reference, and old materials should only become reference material if re-licensing was impossible.

There was concern in the consortium about commercial entities using SELF as a promotion vector for their courses on a non-commercial basis, to then require commercial contracts for full usage. This could serve to undermine the core project goals.

The policy that arose from these considerations is one where Reference Materials are kept visibly separate from other SELF materials, and do not form a part of the SELF platform, as well as do not contribute to the ranking in the rewards/reputation system.

They are merely archived alongside SELF for reference and can be used by courses, but do not form part of the SELF project.

Licence compatibility matrix

The licence compatibility matrix remains on the list of items pending completion due to lack of necessity after a change in SELF's Legal Policy.

Licence incompatibilities are among the most serious and most difficult to resolve issues in the fields of Free Software and Free Knowledge. Finding an automated approach to them is not trivial, and often not possible. In many cases it requires attention by a legal professional.

In order to circumvent this issue, SELF decided to put more emphasis on its primary licence, the GNU Free Documentation Licence (GFDL). The dialogues in the platform are structured in a way to make the GFDL the default choice, and while derivation from that default choice is possible, it is discouraged on the grounds that

this will reduce the ability to recombine the different materials.[8]

It will be necessary to observe how this issue evolves as the SELF platform sees increased usage and more materials are being contributed.

Detailed Fiduciary Licence Agreement Policies

The Fiduciary Licence Agreement is used in two ways in SELF, for the platform technology and the educational materials. These cases have to be evaluated separately.

Platform Technology

The SELF project seeks full legal maintainability for the SELF platform technology.

Successful completion of the SELF FLA (see Appendix I) assignment process s described in section 3.5 is the prerequisite for code contributions to the SELF master repository. This is explained also on the SELF FLA web page[9], which provides a PDF copy and cover-letter to initiate the SELF FLA process.

As initially planned and along the lines of the SELF MoU (see Appendix II), the Free Software Foundation Europe (FSFE) will continue to provide this service to the SELF project for as long as that service is useful and desired.

Educational Material

There are substantial differences between the platform technology and educational materials from the perspective of legal maintainability.

While the administrative cost of maintaining the FLA is always offset by the benefits of re-licensing and enforcement, the potential cost of violation or inability to re-license is much smaller for educational materials. Failure to apply the FLA correctly could in principle jeopardise the entire platform technology, the same failure for educational materials would only affect one course.

Simultaneously the usefulness of an individual course is affected much less by the application of an FLA, as the individual courses maintain their usefulness at least in part even when their ability to be recombined is limited.

Taking all of this into account, the SELF consortium agreed that it would be best to leave the SELF FLA as an optional provision for educational materials.

Submitters can choose to apply the SELF FLA to their courses at the time of material submission by selecting the appropriate check-box in the dialogue and are encouraged to do so. The FLA process is similar to that for Platform Technology, with the primary modification to the process being a change of Copyright status in the platform for the materials instead of the notification to the SELF platform technical manager to grant write access to the repository.

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8 The page on which the user can change a different license is an extra step in the submission process and links to http://selfproject.eu/FAQ4#FAQ4.15 for explanation of this policy.

9 http://selfproject.eu/LEG/FLA

Both uses of the SELF FLA will be governed by the FSFE Fiduciary Licence Policy[10] which clarifies the role of Free Software Foundation Europe and the Freedom Task Force in project maintenance and administration.

In order to communicate the two uses of the FLA in a consistent way, several web pages and disclaimers were written that ensure all users will find the relevant information on the subject quickly.

2   Contributed results

As expected during project planning, much of the work of the SELF Legal Experts Group was demand driven by the other activity areas. Besides providing the Legal Policy, the SELF Legal Expert Group also provided specification for its implementation in form of bugs submitted against the platform[11].

Furthermore the SELF LEG analysed licenses and standards for their compliance with the SELF Legal Policy. The list of SELF approved licenses can be found in Appendix III, the list of SELF approved standards is available in Appendix IV.

One of these analyses is particularly noteworthy due to the legal complexity involved that result in an overall unsatisfactory state of the art.

Analysis of Free Video Formats

The analysis of video formats that qualify as Open Standards for SELF began with Ogg Theora, which seemed like the strongest contestant. The authors maintain that it is free of patents and unencumbered.

There are however claims that MPEG's patents would also apply to Ogg Theora, e.g. http://www.linux.com/feature/123869 :

> *"the employed underlying compression methods are essentially very similar to MPEG compression: input images are converted into YUV colorspace, the image is partitioned into smaller blocks for compression, there's MPEG-like intra and inter prediction and a block-based transform is applied for energy compaction. All these basic concepts are already patented."*

These claims are regularly denied by Ogg Theora developers, who maintain that certain patents either do not apply, or that they were granted an unrevocable free license regarding those patents.

We do not know of cases where these patents were upheld in court and it is unclear to which extent they apply to Ogg Theora. Even control over some patents seems uncertain. The MPEG LA consortium at the time of our analysis did not even offer MPEG-4 licenses, see http://www.mpegla.com/m4s/:

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10 http://fsfeurope.org/ftf/fiduciary-policy
11 See in particular items #23097, #23099, #23102, #23104, #23105, #23106, #23115, #23117, #23121, #23122 at https://savannah.nongnu.org/bugs/?group=self-platform

"The MPEG-4 Systems Patent Portfolio License is currently not being offered to new Licensees. It is in the process of being revised in order to provide expanded coverage. Current Licensees continue to enjoy coverage under the old License. MPEG LA expects a revised MPEG-4 Systems Patent Portfolio License to be available soon."

This indicates a highly obfuscated situation that cannot be easily assessed for the questions of which patents, if any, apply to Ogg Theora, and which legal risk, if any, arises from its usage.

The only way to use Ogg Theora with certainty of legal indemnification would be through a company holding MPEG licenses that could shield the consortium from potential prosecution. The search for a partner to indemnify SELF yielded no results.

The best choice for an Open Standard for video turned out to be Dirac/Schrodinger. Developed in partnership of BBC and Fluendo, Dirac is a high-quality video codec that was written with specific attention to avoiding patent thickets and encumbrance.

The SELF LEG has therefore made Dirac the preferred and recommended choice for the SELF project. Due to the insecurities surrounding Ogg Theora it cannot safely be recommended even though it seems the best choice after Dirac.

As the results of this analysis might be of interest also for users of the SELF platform and third parties, the conclusions were summarised on-line.[12]

In conclusion of its findings, the SELF Legal Experts Group (LEG) would also like to recommend this area for future action by the European Commission.

Multimedia applications play a central role for some parts of economy as well as provision of information by the state and governmental broadcasters for all its citizens.

They are central for the overall success of desktop operating systems and thereby have significant indirect impact on the overall market situation. More competition and innovation through Open Standards and Free Software seem highly desirable.

The strategic implementation of Free Software in business

FSFE's Freedom Task Force in cooperation with the SELF Legal Experts Group created and entered a new course into the SELF platform on "The strategic implementation of Free Software in business".[13]

The course is based on the legal expertise in the Freedom Task Force and its extensive legal network as well as the SELF Legal Experts Group. It explains the types of licences used in in the Free Software arena and examines the legal questions involved in projects with multiple participants, describing what possibilities and dangers exist in mixing code from different sources.

It covers dual-licensing models, where code is released both freely for community use

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12 http://selfproject.eu/LEG/FreeVideoFormats
13 http://beta.selfplatform.eu/SELF/lessonsview?ssid=20400

and in a closed proprietary form for specific markets, and best-practice models for developers and projects that adopt Free Software. In addition to this, it examines how Free Software licensing can be used to produce commercial products within the context of existing business models.

The course reflects the state of the art in Free Software business and licensing, is the first of its kind, and through SELF is made available as Free Educational Material to be deployed widely and improved according to local needs and requirements.

3 Lasting improvements of the state of the art

In order to allow long-term maintenance of the legal activities, the Free Software Foundation Europe (FSFE) started its Freedom Task Force (FTF)[14] in October 2006.

In order to ensure its function after the end of the SELF funded period, the FTF could not rely on SELF project funds for its ongoing and future activities. It was therefore set up independently of SELF as a permanent activity by the FSFE. This was achieved through conceptual and architectural work inside SELF, and independent third party funding to FSFE for the the FTF staff itself.
SELF played an important role in the build-up of the Freedom Task Force through conceptual work done by the SELF Legal Experts Group and its coordinator, through networking, and through application and further development of the underlying concepts to secure the legal standing of Free Software.

The primary areas of FTF activity are education, fiduciary activities and compliance management. All these are based on the principles of dialogue and cooperation. The FTF takes a forward-looking approach that helps create structures to prevent license violation, and seeks the most constructive resolution when such violation occurs.

With its Fiduciary Licence Agreement (FLA), the FTF of the Free Software Foundation Europe can become the legal guardian for any Free Software project. Critical projects such as Bacula.org,[15] the most powerful cross-platform Free Software backup solution, already make use of this service. Other projects such as the K Desktop Environment (KDE) look at FSFE's FLA as an option to consolidate their copyright structures within their project.

These activities are accompanied by a network of Free Software professionals that is centred around Europe, but ultimately reaches worldwide. The legal network of the Freedom Task Force includes over 50 legal experts, over 30 technical experts and covers sixteen European countries. It also maintains contacts in Canada, the USA, South Korea, Singapore and Taiwan.

Through the exchange and building of competency in the network, the educational activities in workshops and training institutes, the fiduciary programme and the

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14 http://fsfeurope.org/ftf/
15 http://www.bacula.org

facilitation of license compliance, the Freedom Task Force has contributed significantly to the advancement of the state of the art.

SELF's Legal Expert Group not only contributed to the build-up of and works closely with the FTF, it will also pass the responsibility for coordination of SELF's legal activities to the Freedom Task Force at project end.

The legal work package of the SELF project has therefore succeeded in having a lasting impact on the state of the art that reaches far beyond the SELF project, and to make the future work of the SELF LEG self-sustainable.

4 Summary and Outlook

The legal work package of the SELF project reached all its major milestones, and through the Freedom Task Force exceeded expectations on some of them.

Through its legal activities SELF contributed to the state of the art on important issues such as the understanding of Open Standards and Free Educational Materials, and facilitated building structures that can carry the future legal needs of the SELF project and similar needs of many other Free Software projects.

As foreseen at project launch, the Free Software Foundation Europe through its Freedom Task Force will take over responsibility for all tasks and responsibilities that were with the coordinator of the SELF Legal Experts Group (LEG) during the project duration.

Thanks to the SELF FLA, the SELF copyright will be professionally consolidated, maximising the potential for the SELF results.

Appendix I: SELF Fiduciary Licence Agreement (FLA)

Fiduciary Licence Agreement
(Version 1.2)
for
SELF

Preamble

Access to software determines participation in a digital society. To secure equal participation in the information age, the Free Software Foundation Europe (FSFE) pursues and is dedicated to the furthering of Free Software, defined by the freedoms to use, study, modify and copy. Independent of the issue of commercial exploitation, it is proprietary, freedom-diminishing licensing that works against the interests of people and society at large, which istherefore rejected by FSFE.

The purpose of this agreement is to ensure the lasting protection of Free Software by making FSFE the fiduciary of the author's interests. It empowers FSFE – and its sister organisations – to uphold the interests of Free Software authors and protect them in court, ifnecessary.

FSFE is given the right to relicense the software as necessary for the long-term legal maintainability and protection of the software. The agreement also grants the author an unlimitedamount of non-exclusive licences by FSFE, which allow using and distributing the programin other projects and under other licences.

The contracting parties sign the following agreement in full consciousness that by the grant of exclusive licence to the Free Software Foundation Europe e.V. and by the administration of these rights the FSFE becomes trustee of the author's interests for the benefit of Free Software.

Agreement

Between **(please cross out unsuitable alternatives)**

• the author

_____
_____ (Occupation, D.o. Birth)
_____ (Street)
_____ (ZIP, City, Country)
_____ (Pseudonym, Email)

• the owner of the exclusive licence,

_____ (Company or name)

_____ (HQ or addr.)

_____ (managing director)

      – acquired by virtue of a contract date as of

      – contracting party:

      – acquired as employer in the context of a work and service relationship

                                        - hereinafter referred to as "Beneficiary" –

and the

      Free Software Foundation Europe, e.V.,

      Talstrasse 110

      40217 Duesseldorf

      Germany

                                      - hereinafter referred to as "FSFE" –

the following agreement is entered into:

§1 Grant

(1) Subject to the provision of § 2, Beneficiary assigns to FSFE the Copyright in computer programs and other copyrightable material world-wide, or in countries where such an assignment is not possible,[16] grants an exclusive licence, including, inter alia:

    1. the right to reproduce in original or modified form;

    2. the right to redistribute in original or modified form;
        the right of making available in data networks, in particular via the Internet, as well as by providing downloads, in original or modified form;

    3. the right to authorize third parties to make derivative works of the Software, or to work on and commit changes or perform this conduct themselves.

(2) Beneficiary's moral or personal rights remain unaffected by this Agreement.

(3) In some countries, the law may provide that the employer is deemed to be the owner of the rights on materials developed by an employee in the course of his or her employment, unless the parties have agreed otherwise. The Beneficiary is aware of these provisions, and therefore warrants, represents and guarantees that the Subject Matter is free of any of his or her employer's exclusive exploitation rights.

§2 Subject Matter

The rights and licences granted in § 1 are subject to all "Software" and "Documentation." For the purpose of this Agreement, "Software" shall mean all computer programs, copyrightable sections of computer programs or modifications of computer programs that have been developed or programmed by Beneficiary and that are specified in this Agreement below or that are listed in Exhibit A attached to this Agreement and dated and signed by the contracting parties. Likewise, "Documentation" shall refer to all manuals and documentation written by Beneficiary alongside and usually distributed with the "Software" and are similarly specified below or listed in Exhibit A:

    All contributions to the SELF project_____

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16 Countries where assignments of the copyright in a work are impossible include, but are not limited to, Germany, Austria, Slovenia and Hungary.

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§4 Miscellaneous

(1) Regarding the succession of rights in this contractual relationship, German law shall apply, unless this Agreement imposes deviating regulations. In case of the Beneficiary's death, the assignment of exclusive rights shall continue with the heirs. In case of more than one heir, all heirs have to exercise their rights through a common authorized person.

(2) Place of jurisdiction for all legal conflicts arising out of or in connection with this Agreement is Munich, Germany.

—————————————, ———————————   —————————————, ———————————

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17 Countries where assignments of the copyright in a future work are impossible include, but are not limited to, France.

Appendix II: SELF Consortium MoU

SELF Consortium
Memorandum of Understanding

between
Internet Society Nederland,
Universitat Oberta de Catalunya,
University of Gothenburg,
Internet Society Bulgaria,
Fundacion Via Libre,
Homi Bhabha Centre for Science Education
and
Free Software Foundation Europe (FSFE)

regarding the fiduciary licensing policies for the SELF Project.

1. Each existing contributor to the SELF project should sign a copy of the Fiduciary Licence Agreement (FLA hereafter).

2. New contributors should sign the FLA within three months of joining the project.

3. Contributors should reassign their copyright through the FLA once every two years.

4. Any previously granted licences remain valid.

5. The SELF Consortium will always have the last word on licensing choices within the scope of Free Software.

6. Decisions on licensing policy within the SELF Consortium are made by single majority. The re-licensing request is forwarded by the SELF Project Coordinator and implemented by FSFE.

These terms have been agreed by all parties.

The signatories to this agreement can be found on the following page.

[page with signatures from all consortium partners]

Appendix III: SELF Licenses

1 Software

This list is maintained on-line at http://selfproject.eu/Software-Licenses.

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    - GNU Library General Public License (LGPL), version 2
- (APL) Apache License
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    - Artistic License 2.0
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Appendix IV: SELF Approved Standards

Approved Open Standards for use in SELF

- 7z
- ASCII (American Standard Code for Information Interchange)
- Dirac / Schrodinger
- DocBook (XML/SGML)
- Free Lossless Audio Codec (FLAC)
- Gzip
- IMS Learning Design (IMS LD)
- ISO/IEC 8859
- JPEG (Joint Pictures Expert Group)
- Learning Object Metadata (LOM)
- Ogg Theora (with warning, see "Analysis of Free Video Formats" in 6.2)
- Ogg Vorbis
- Open Document Format (ODF) (ISO IEC IS-26300) (all sub-formats)
- OpenEXR
- Portable Document Format (PDF) version 1.2
- PostScript (PS)
- PBM, PPM, PGM, PNM
- Portable Network Graphics (PNG)
- RIFF Windows Audio (WAV)
- Scalable Vector Graphics (SVG)
- Shareable Content Object Reference Model (SCORM)
- Tape archive (tar)
- TeX / LaTeX
- Unicode
- W3C eXstensible Hypertext Markup Language (XHTML)
- W3C HyperText Markup Language (HTML) (all versions)
- W3C MathML
- W3C Extensible Markup Language (XML)
- Windows Bitmap (BMP)

Disapproved Formats and Standards for use in SELF

- Audio Video Interleave (AVI)
- MS-Office OpenXML (OOXML)
- ECMA-376
- (D)IS-29500
- Graphics Interchange Format (GIF)
- Portable Document Format (PDF) versions > 1.2
- Resource Interchange File Format (RIFF)