Future Open Source Leaders Training

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How most organizations interact with Open Source

- **Create a company open source project**
- **Create a new standards body**
- **Contribute to external open source project**
  - On behalf of Company
  - As an individual
- **Join an open source project, standards body or other collaborative group**
- **Use TPIP (incl. open source software & implementing a standard)**
  - Internally
  - In a product
Types of Open Source Licenses

**Permissive**

- License requirements are minimal (e.g., retain notice; include copy of license)
- Broad grant of rights (with no conditions for particular licensing terms)

**Copyleft**

- Source code must be made available for binary distribution
- Original work, any modifications, any derivative work must remain under same license
- “reciprocal” or “hereditary”
- May apply to entire derivative work (strong copyleft) or only modified files (weak copyleft)
Types of Open Source Licenses

Permissive
- MIT
- BSD-3-Clause
- BSD-2-Clause
- Apache-1.1
- Apache-2.0

Copyleft
- MPL* (Mozilla Public License)
- CDDL* (Common Distribution and Development License)
- LGPL*
- GPL *
- AGPL *
- * = all versions

These are broad categories, specifics depend on the individual license.
Open Source Licenses: Projects and Files

- It is very common for (open source) software to include other open source software which may be under a different license.

- In this case, the “project level” license may not be the only license that applies.
Multiple Licenses Apply

- Where multiple licenses apply, it is "conjunctive" and you have to comply with all the licenses.

- This is expressed with AND
  - Project Foo: GPL-2-only AND BSD-2-Clause
  - Project C: Apache-2.0 AND MIT
Multiple Licenses – Choice of License

• Where open source projects give you a choice of the license, it is "disjunctive" and you can choose which license to take the code under.

• This may be to enable the project to be combined with other projects under different licenses. It is expressed with OR:
  • MPL-1.1 OR GPL-2.0-or-later OR LGPL-2.1-or-later
  • Sometimes the license choice is between a commercial license and an open source license (usually GPL or AGPL).

<!-- The contents of this file are subject to the Mozilla Public License Version 1.1 (the "License")-->

<p>Alternatively, the contents of this file may be used under the terms of - either the GNU General Public License Version 2 or later (the "GPL"), or - the GNU Lesser General Public License Version 2.1 or later (the "LGPL"). . </p>
Use Case: Distribution

- The conditions in open source licenses trigger upon distribution.
  - Distribution = passing material to a “change of hands” (e.g., outside of company)
  - GPLv2 example: “Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running the Program is not restricted…”

- How the code is distributed makes a difference on the license conditions you must comply with:
  - Are you distributing in source or binary form?
Use Case: Distribution2

- Is access via a computer network a “distribution?”
  - Code used on the back-end or server side is not “distributed”
    - But, some licenses place conditions on access via a computer network
    - Examples: Affero GPL, Apple Public Source License, Reciprocal Public License
  - Code that downloads to the end-user’s computer is “distributed” and must be considered in terms of license compliance
    - Examples: Javascript, downloaded web client
Use Case: Modifications

- Modifications include changes to the existing program
  - additions, deletions, new files, etc.
- Some open source licenses require notice of any modifications, so it’s important to track this.
- Tracking modifications made is also considered good engineering practice!
Open Source License Compliance Analysis

IF I do X...

- Where X = how I am using the open source software? (use case)
- Example: distributing, in binary or source form? Modifying the code?

THEN I must...

- What is the license condition for your use case?
  - Example: Provide a copy of the license, retain notices, provide the source code

HOW does that license condition or requirement need to be met?

- Example: copy of license must be provided with code, source code must be provided via equivalent access
Why do we need to manage Third Party IP (TPIP)?

- Risk analysis and management
  - Support and maintenance
  - License obligations and interaction with company agreements

- Business Implications
  - Potential impact on negotiations
  - Customers want to know!

- Improve efficiency
  - Repeat requests
  - Inconsistent processes lead to delay and frustrations

Managing TPIP needs to be proactive (not an exercise in putting out fires)!