Licensing and Copyright

Technical Committee: 2015-05-14

***This is not legal advice.***

# Background:

A number of issues have changed since the last discussion on licensing and copyright within the DDI Alliance. First, documentation is no longer a separate process from the design of the schema. The documentation of DDI 4 or DDI-Lifecycle (MD) is deeply integrated. Information is captured in Drupal and integrated with external information to create all forms of documentation. Therefore the documentation itself comes under the licensing structure. Second, we better understand the needs of the developer community and the implications of various licensing structures on what they can and cannot do with the model, bindings, and documentation published by the DDI Alliance. Finally, developments in the area of licensing have continued to develop and we need to take advantage of new licensing structures that more fully support the needs of our community of users.

# Timeline:

We would like this issue to be discussed by the Members Committee on June 1, 2015 and to go before the Executive Board on June 3, 2015. Until a decision has been made we will continue to publish Development Drafts under the LGPL. However, this is not the optimal solution in the long-run.

# Contributor’s Agreement:

The DDI Alliance still does not have a comprehensive Contributor’s Agreement. Such an agreement could clarify that contrary to the concept of “the person who made it owns it”, that contributed ideas belong to the DDI Alliance community. Involvement in the development of the specification and related products of the DDI Alliance are owned by the community and not the individual. Individuals could publish papers that have been contributed to the community. Previous discussions have taken place on this topic and are still relevant.

# License Requirements:

Many of the requirements for a license remain the same but changes in our user base, the expansion of tools development, and new data sources are raising possibilities for abuse. We wish to encourage the use and development of the standard while protecting it from takeover.

#### Derivative works:

We want commercial enterprises, other standards organizations, government agencies, and academic/research institutions to be able to produce derivatives and manage their content in any way they see fit. Essentially we would like to say that anything you get from the DDI standard must be open but you may keep your extensions (derivatives) behind closed doors if you choose to. In short, more open than the current copyleft license. This should require a specification of what is DDI and what is part of the extension. This does not prevent us from strongly encouraging people to contribute to DDI. Copyleft forces everyone to release content in the same way, i.e. as open source.

#### Collective mark:

There may be implications of changing from a copy left approach on the use of the collective mark. If the DDI is modified they can’t call it DDI without the permission of the DDI Alliance. A framework for deciding if something is, or is not, DDI will need to be developed. For example some systems support only the study level citation information in DDI-C, use their own structure for all the variable and file content, and then claim to support DDI metadata.

#### Use of documentation:

The preferred approach is to allow commercial use of the documentation with attribution so that tools could present a consistent set of instructions for the use of DDI.

#### Intellectual property:

The University of Michigan, on behalf of the Alliance, will maintain, protect and license all registered trademarks, certification marks and collective marks or copyright held by it, or held in the name of the Alliance. The DDI Alliance will consult with the University of Michigan in terms of the use of copyright and or license in relation to the publication of DDI Alliance products.

#### License options[[1]](#footnote-1):

* MIT: permissive, allows anyone to do anything with your code with proper attribution and no warranty
* Apache: provides an express grant of patent rights from contributors to users
* GPL: strong copyleft requirement (code must be made available under same license)
* Mozilla: compromise between BSD and reciprocal GPL license
* Artistic: used by Perl community requires that modified versions do not prevent users from running the standard version
* Eclipse: commercial-friendly copyleft provides ability of commercially license binaries
* BSD: functional equivalent of MIT
* LGPL: requires derived works be licensed under the same license, but works that only link to it do not fall under this restriction
* Mozilla: a compromise between permissive BSD and reciprocal GPL
* CC INTL[[2]](#footnote-2): allows adaptations of work to be shared (copy and redistribute) and adapted (remix, transform, and build upon including commercial use). Requires attribution and indication of changes. No warranties.

# License option comparison:

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | MIT License | Apache | LGPL | GPL | Artistic | Eclipse | BSD | Mozilla | CC INTL |
| Required |  |  |  |  |  |  |  |  |  |
| License CW Notice | X | X | X | X | X | X | X | X |  |
| State Changes |  | X | X | X | X |  |  |  | X |
| Disclosure source |  |  | X | X |  | X |  | X | X |
| Attribution |  |  |  |  |  |  |  |  | X |
| Permitted |  |  |  |  |  |  |  |  |  |
| Commercial Use | X | X | X | X | X | X | X | X | X |
| Distribution | X | X | X | X | X | X | X | X | X |
| Modification | X | X | X | X | X | X | X | X | X |
| Private Use | X | X | X | X | X | X | X | X |  |
| Sublicensing | X | X | X |  | X | X | X | X |  |
| Patent Grant |  | X | X | X |  | X |  | X |  |
| Forbidden |  |  |  |  |  |  |  |  |  |
| Hold Liable | X | X | X | X | X | X | X |  | X |
| Use trademark |  | X |  |  | X |  |  | X |  |
| Sublicensing |  |  |  | x |  |  |  |  |  |

\*Items in red are those noted as requirements

# Recommendation:

Switch to Creative Commons International:

You are free to share and adapt for any purpose, event commercially. You must attribute (give appropriate credit, indicate

<http://creativecommons.org/licenses/by/4.0/>

CC International addresses all of the items in red with the exception of the use of the DDI trademark. This is handled by the collective mark. It provides protection and attribution for our content while not dictating how others treat extensions or derivatives of the DDI.

# Copyright considerations:

Copyright should still apply to training materials and be consistent with the recommended copyright in regard to the model and implementations; Creative Commons with attribution, commercial use allowed.

Tools produced by the Alliance should use a license consistent with that agreed to for the model and implementations.

# Previous Discussion

a. At the Member representative meeting of 2011 in Vancouver[[3]](#footnote-3):

“Since there was no consensus on the issue and questions remained on the relationships among the GNU license, copyright, and the Collective mark, it was decided to table the motion for now. The Director will gather additional information from UM and come back to the Committee with a clarifying document.”

b. At the Washington Member representative meeting in 2012[[4]](#footnote-4), the following was raised

"Having the distribution of the standard be free is very important but modifying it and claiming to be the owner of it is not permitted."

It was decided

"A subgroup of the Technical Implementation Committee (TIC) should hammer out how we interact with software vendors around DDI compliance"

c. At the Member representative meeting in 2013, the Technical Implementation Committee nothing was reported relating to licencing / or software vendors around DDI Compliance.

d. At the Executive Board on August 2013[[5]](#footnote-5) the following was reported:

“The members have agreed to have the University of Michigan register a Collective Mark for DDI and we need official confirmation to move ahead. The EB agreed that we can move forward with this. One issue we need to investigate is whether there are any issues around countries not covered under the Madrid filing”

e. At the Member representative meeting in Toronto[[6]](#footnote-6) in June 2014

“Collective Mark It was reported that on behalf of the DDI Alliance, attorneys had filed trademark applications with the WIPO (Madrid Protocol countries), including the European Union, Australia, New Zealand, and Norway; the United States; and Canada. These filings were proceeding as expected”

f. At the Executive Board on October 28 2014[[7]](#footnote-7) the following was reported:

**III. Governance of Alliance products (tools, training materials)**

This issue arose in the context of a grant application that, if successful, will result in a tool to document data transformations. The EB needs to decide what kind of license is appropriate for the tool and who will be responsible for maintaining it. These questions also apply to training materials. This item was carried forward to the next meeting as the full EB needs to discuss the issues.

g. At the Executive Board meeting on March 16/17 2015[[8]](#footnote-8) it was reported:

“**Copyright issues**: George Alter was working on a project to create software to capture data transformations in DDI and the question arose about the type of license that would be most appropriate for such a tool.

Accordingly, George had a conversation with the University of Michigan copyright officer, who advised using a copy left license, which requires that when code is modified, the modifications be made open and public. It was noted that this is consistent with the policy for CSPA [Common Statistical Production Architecture] software. This is a complicated topic and we may need to discuss it further at future meetings.”

## Current Position

The only publically available statement I can find is at http://www.ddialliance.org/Specification/DDI-Codebook/2.5/

### License and Credits

DDI Codebook 2.5 XML Schema is free software: you can redistribute it and/or modify it under the terms of the GNU General Public License as published by the Free Software Foundation, either version 3 of the License, or (at your option) any later version.

DDI Codebook 2.5 XML Schema is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the [GNU General Public License](http://www.gnu.org/licenses) for more details.

Other DDI documents are distributed under [Creative Commons licenses](http://creativecommons.org/licenses/by-nc-sa/3.0/us/).

This links to: <http://creativecommons.org/licenses/by-nc-sa/3.0/us/>

Attribution-NonCommercial-ShareAlike 3.0 United States (CC BY-NC-SA 3.0 US)

Going with convention we used CC BY-NC-SA 3.0 US for Lifecycle MD

### Collective Mark[[9]](#footnote-9)

By the June 1 meeting of the Alliance, the DDI Alliance will have registered the Collective Mark in all the countries represented by DDI Alliance members [WIPO (Madrid Protocol countries), including the European Union, Australia, New Zealand, and Norway; the United States; and Canada]. That means that each Alliance member will be able to display a special DDI logo that says they are a member, signifying that only the Alliance members have the right to develop and publish the DDI specifications.

### Copyright

University of Michigan counsel has also recommended that we register copyright for the specifications (even though we have implicit copyright). This has to be done for each, so for example, DDI 2.1, 2.5, 3.0, 3.1, 3.2, etc.

1. http://choosealicense.com/licenses/ [↑](#footnote-ref-1)
2. http://creativecommons.org/licenses/by/4.0/ [↑](#footnote-ref-2)
3. http://www.ddialliance.org/sites/default/files/DDIAllianceExpertCommitteeMeetingMinutes2011-05-30\_0.pdf [↑](#footnote-ref-3)
4. http://www.ddialliance.org/sites/default/files/DDIAllianceExpertCommitteeMeetingMinutes2012-06-04.pdf [↑](#footnote-ref-4)
5. http://www.ddialliance.org/system/files/Minutes2013-08-28.pdf [↑](#footnote-ref-5)
6. http://www.ddialliance.org/system/files/DDIAllianceAnnualMeetingOfMembersMinutes2014-06-02.pdf [↑](#footnote-ref-6)
7. http://www.ddialliance.org/system/files/Minutes2014-10-28.pdf [↑](#footnote-ref-7)
8. http://www.ddialliance.org/system/files/Minutes2015-03-16.pdf [↑](#footnote-ref-8)
9. http://www.wipo.int/sme/en/ip\_business/collective\_marks/collective\_marks.htm [↑](#footnote-ref-9)