Recommendation on DDI License and Copyright

Wendy Thomas on behalf of the Technical Committee – 2015-11-10

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

# Background:

The Technical Committee has completed the review our current licensing and copyright structure in light of changes in our production process, developments in the area of licensing for electronic products, and an improved understanding of the implications of the license structure on the DDI developer community. The license options desired by the DDI include:

* Required
	+ Attribution
	+ Any adaptation must state changes and disclose the original source of the material
* Permitted
	+ Commercial use
	+ Distribution
	+ Modification
* Forbidden
	+ Hold liable
	+ Use trademark

The full review is found on the Technical Committee confluence site.[[1]](#footnote-1) The following recommendation is based on the review.

# Recommendation:

## License:

Switch from GNU Lesser General Public License (LGPL) to Creative Commons International:

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

CC International allows adaptations of work to be shared (copy and redistribute) and adapted (remix, transform, and build upon including commercial use). It requires attribution and indication of changes. It provides no warranties for use. It does not address the prohibition of the use of the DDI trademark, but 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.

Note that the formal documentation is no longer a separate process from the design of the schema. The documentation of DDI is now deeply integrated. Information is captured in Drupal and Sphinx and integrated with external information to create all forms of documentation. Therefore the documentation itself comes under the licensing structure.

## 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.

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.

## 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.

## 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.

1. <https://ddi-alliance.atlassian.net/wiki/download/attachments/491555/Licensing%20and%20Copyright.docx?version=1&modificationDate=1447193194030&api=v2> [↑](#footnote-ref-1)