moja global Strategy Board Meeting: Minutes

Thursday, 23 January 2020

Agenda:

The agenda was shared in advance and can be found here.
Items on the agenda were:

- Review of Achievements Against Strategic Plan from 2019
- Licensing and Developer Certificate of Origin (DCO)
- Discuss Strategic Plan for 2020

Attendance:

Present:

1. Peter Graham, Chair
2. Molly Bartlett, Board Member
3. Werner Kurz, Chair of the Technical Steering Committee, Observer in this meeting
4. Scott Nicholas, Linux Foundation Representative, Non-voting in this meeting (Joint at second item on the agenda.)
5. Guy Janssen, Co-Director Management Board, Non-voting in this meeting
6. Rob Waterworth, Co-Director Management Board, Non-voting in this meeting

Apologised:

1. William Agyemang-Bonsu, Board Member
2. Jackson Kimani, Board Member

Welcome by the Chair

1. There were no new participants to be introduced.

Review of Achievements Against Strategic Plan from 2019

1. In Annex 1, an overview is provided of the strategic targets and achievements during 2019.
2. In line with the targets listed in Annex 1, it was reported that most targets were not achieved because the expected funding has not come through. The Comms Intern has achieved her targets and more. (More details are available in the agenda.)
3. **Strategy Board acknowledges the excellent work done by the Comms Intern.**
4. **Strategy Board believes the reported progress is too bleak compared to real achievements:** The following achievements are just a few examples of the much longer list of achievements that go unreported as they were not literally included in the Strategic Plan at the beginning of 2019:
    a. Proposal to Canada and UNFCCC was successful and received funding
    b. Presentations were delivered at the IUFRO World Congress

    c. Various projects are ongoing in Canada using the FLINT-based GCBM
    d. Several manuscripts on projects using FLINT-based GCBM are ready for publication (e.g. GCBM applied to all National Parks in Canada.)
    e. Peatland module has been developed and is being calibrated. As a proof of concept it has been applied to 4.5 million ha of forest in Canada
    f. Several workshops were held: Chile workshop, Ghana workshop, CFS Training in BC, Canada.
    g. Resources available to follow up on training to prepare pilot activities in Chile
    h. Many modules listed as planned already exist
5. **Strategy Board identifies the following lessons learned:**
    a. Difficulties around funding are real and need to be mitigated by developing several scenarios. It will always remain difficult to judge how reliable promises are.
    b. How can we craft the plan so we can get more work done? (Capture all activities, update plan, record achievements.)
    c. The Strategic Plan needs additional and adjusted indicators
6. **Strategy Board commits to the following actions:**
    a. The chair will follow up with the World Bank about their commitment to the pilot programs in 3 countries
    b. IUCN connections will be contacted to follow up on their commitment to the joint proposal

Licensing and Developer Certificate of Origin (DCO)

1. Scott Nicholas, the representative of the Linux Foundation, presented the approach related to licensing to share open source code:
    a. The presentation describes concepts and pragmatic aspects but should not be understood as legal advice.
    b. History:
        i. In a traditional licensing context there is an agreement between 2 parties
        ii. Mass-used software resulted in shrink-wrap agreements: i.e. agreements that were considered accept if the package containing the disk with the software was opened
        iii. In the internet age, this trend has evolved into Click-wrap agreements, i.e. agreements that are considered accepted if the user clicks on a web-site button
    c. Licensing in an open source environment
        i. Open-source is slightly different as it is not the user that agrees to the terms but the contributor who states that anybody can use the code (or other product) subject to specific conditions
        ii. So contributors are not transferring ownership of their contribution but they are allowing others to use the contribution under the terms of the licence

iii. Specific open source licences have emerged to meet the needs of different contributors. There are many open source licences. The list considered authoritative is published by the Open Source Initiative
iv. To ensure all contributions to an open source project are made under the same conditions, most open source projects determine in advance under which conditions the contributors have to provide their contribution. So the project determines the Open Source licence that the contributors have to accept if they want to make a contribution which immediately sets the terms under which others can use that contribution
v. There are more permissive licences and licences that force users to share back any enhancements they make to the software (The latter is called “copy-left”)
vi. Some licences are difficult to comply with and as a result organisations will be reluctant to use software made available under such licences, e.g. Do-No-Evil licence is hard to understand what is meant by “doing evil”.
vii. All Linux Foundation Projects need to have an open source licence
viii. Moja global is using the Mozilla Public Licence version 2.0, a file-level copyleft licence.

d. Open Source Licence Compatibility
i. Code made available under a permissive licence (i.e. you can do what you want) can be used in projects that have stricter terms (e.g. copy left.) So some licences are compatible with other (stricter) licences.
ii. It is very common that code that is not original (i.e. taken from existing other open source projects) is contributed to another project with a specific licence. In such cases, the conditions stated in the original licence must also be included in new licence. There may be additional conditions in the new licence but at a minimum the conditions of the first licence have to be included. (Thus stricter licences are more suited if existing code needs to be included as stricter licences are more likely to be compatible with the licences of the existing code. Permissive licences are more suitable for code that is a building block to be used in other software as the terms of the permissive licences are most likely covered by the stricter licences.)
iii. As an example: MIT licence is more permissive and can thus be used in a project that is using an Apache licence. But the other way around is not possible as the Apache licence contains explicit requirements that are not met by the MIT licence, rendering it impossible to legally introduce source code from the Apache project into that of the MIT licensed project.
iv. Another example is that a copyleft project requires that you share all enhancements back with the community of users. When you want to use this code in another project that is under a permissive licence, those who pick-up the same code under the permissive licence would no longer be required to share back their enhancements. That would

be a contradiction in terms and therefore it is not possible to share the code from a project under a copy-left licence with a project under a permissive licence.

v. So specifying the licence is important as it determines the conditions under which the code can be used.

vi. Compatibility discussions can be complicated and often require specialised legal advice

e. Ensuring contributors and users agree to the project's licence

i. The first way of ensuring contributors and users agree to the licence is through establishing a technical charter for the project and requiring all participants to comply with the technical charter

ii. The second way is the use of an attestation called a Developer's Certificate of Origin (DCO). When a contribution is made on GitHub, the contributor is asked to sign the DCO. The DCO requires the contributor to confirm that she (he) has the rights to release the contribution under the open-source licence of the project. The full version can be found here. The GitHub sign-off is recorded and stored so contributions can be traced back

iii. These two processes guarantee that there is clarity about the rights to contribute and to use open source software

iv. It is important for projects to ensure that their contributions can and are licensed under their open source licence as users need to have the legal certainty that they can use the software without risks of copyright violations. If this trust is not there, it will affect the uptake of the project as users will be reluctant to use the tools. Moreover, licence compliance gets litigated sometimes (e.g. in Germany), so it is important to ensure licence compliance

2. One of the Co-Directors was asked to explain the relevance of the licensing issues for moja global:

a. It is very common that contracts engaging coders or contributors (i.e. contractor) to moja global, state that any IP generated under the contract is owned by the issuer of the contract

b. When the contractor is developing its contribution and is asked to sign the DCO on GitHub when submitting the contribution, the contractor does not have the required rights to make the contribution as she (he) does not own the IP

c. So the institution that owns the IP, needs to provide the contractor with the right to release the code under the licence of the particular project, in the case of moja global, the MPL 2.0 licence

d. The institution can hold title to the copyright but needs to grant the contractor the right to release the contribution under the relevant open source licence

e. So general practice is that the contract will contain a clause that grants the contractor such rights that she (he) can release the code under the relevant open source licence. There are standard clauses that cover this granting of rights in the correct way. (Scott will share some of these clauses)

f. More recently, donors have changed their contracts and have opted to leave the IP with contractor and only ask for a licence to the IP (often a non-exclusive, irrevocable, world-wide, free and royalty-free license in perpetuity to use, modify, and make publicly available). The contracts leave the rights to licence the IP with the contractor.
g. However, it might not be possible to get a revision of the standard contracts donors use, so the contract might still state that the IP is owned by the donor institution. In those cases, the contractor can be provided with a written permission that the contractor has the right to release the contribution under the relevant licence.
h. In the past, IP rights were treated like assets and therefore sharing IP was considered equal to the disposition of assets and therefore required high level permission or even compensation. Only recently have donors started to exclude IP from the list of assets requiring permission for disposition. Unfortunately, many larger public institutions have not yet adjusted their contracting practices.
i. It is important for moja global to explore whether international public institutions have contracts that are suitable for open source projects in addition to the standard contracts and (in case such contracts are not available) whether there are other legal instruments that can be used to grant permission to contractors to release their contributions under open source licences.
j. In addition, it is worthwhile to explore how existing open source projects run by these same international public institutions, have managed to receive their open source contributions, under the same contracting framework.

3. **Strategy Board acknowledges the importance of licensing and developer certificate of origin (DCO)** and endeavours to ensure moja global complies with its commitments related to the same.

Strategic Plan for 2020

1. The **Strategy Board provides the following guidance for the Strategic Plan for 2020**:
    a. Structure is kept for now but might need to be revised in future
    b. Some additional institutions that should be contacted for funding, have been added to the Strategic Plan. The Board Members (also those not present) will think of any other potential sources of funding
    c. Joint Proposal: Based on the lessons learned from 2019, it is important to strengthen the relations with IUCN and get clear (written) agreements about roles and time lines. Considering the current confusion, it is wise to think of alternative organisations that could act as an intermediary for the joint proposal
    d. Intern: It would be nice if UNFCCC could recruit another intern. Meanwhile, CAT can recruit an intern for communications work. Linux Foundation will be contacted to ask whether they can recruit an intern too

e. New directors: While it will remain challenging to find new directors if the position is not remunerated, the Chair will explore some options and report back
f. Technical Steering Committee: The operations of the TSC will be discussed during the visit of Mal Francis and Guy Janssen to the Canadian Forest Service Lab in British Columbia, in the beginning of March
g. Events: As suggested during the last Board Meeting, moja global could be present in Bonn as the next Climate Change Conference. If the LIFE proposal is approved, this option will be pursued.
h. Software Features: The list of priorities will be discussed by email
i. Results: The list of results will be kept as is but the Strategy Board recognizes that these results are entirely dependent on the funding that might be available

2. The **Strategy Board agrees to finalize and approve the Strategic Plan by email**.
3. The Strategy Board recognizing the work done by the co-directors.

No Other Business

1. There was no other business and the Chair closed the meeting

Annex 1: Progress to Date Against moja global Strategic Plan 2019

Target for end of 2019	
Results	**Progress**
5 new users ((sub-)national gov., organisations, or companies)	No new users (Kenya)
1 low or middle income country uses FLINT as official AFOLU MRV	None
1 low or middle income country leading module development	None
2 strategy board members from user countries	None
2 other strategy board members	None
Features of moja global Software	
User Interfaces for FLINT	No
Rules Based Projections Module	Ongoing
Uncertainty Module	Ongoing
Forest Module (Tier 3)	CBM and FullCAM
Wooded grasslands Module	No
Dead Organic Matter Module (litter, deadwood)	No
Agricultural Soils Module	No
Grasslands Module	No
Perennial Crop Module	No

Fire Module (inc savanna burning) Manure Management Module Annual Crop Module Supply Chain Concept Proof of Concept for Nesting of Project Level Results	No No No Cancelled No
Capabilities of moja global Organisation	
Open repository: Set up processes, complete documentation Communications and outreach: 10 Gov (Nat - Sub-nat.), 5 organisations/companies, 4 media outlets, 4 newsletter, 4 website update, 2 webinars/workshops, 2 explanatory videos on website Internal Operations: Appoint new Management Board Director, Formalize operations of Technical Steering Committee (at least 4 minuted meetings, link to workshops to facilitate face-to-face)	Repos Open OK (almost) Searching for Co-Dir Start regular TSC
Financial Resources	
Canadian Funding Agreement World Bank Funding Agreement Submit proposal to EU LIFE program Submit proposal to King Baudouin Foundation Submit proposal to ESA 2 other Funding Agreements Pipeline with 2 additional funding streams for 2020	Complete / New proposal planned No progress Proposal Submitted Funding denied Cancelled H2020 (Denied) UNFCCC GIZ India to BMU Joint Proposal after Ghana workshop

Annex 2: Proposed moja global Strategic Plan 2020

Target for end of 2019	
Results	
5 new users ((sub-)national gov., organisations, or companies) 5 pilots running 1 low or middle income country uses FLINT as official AFOLU MRV	See this document Same doc as above Chile? Kenya?

1 low or middle income country leading module development 2 strategy board members from user countries 2 other strategy board members	Colombia Canada / Chile IUCN / SGGW
Features of moja global Software	
Concept Rules Based Projections Module Uncertainty Module Generic Biomass Module Link to SEPAL??? Biodiversity??? ...	UNFCCC UNFCCC Canada ...
Capabilities of moja global Organisation	
Repository: ● Maintain repository ● Complete documentation Communications: ● 4 media outlets ● 4 newsletter ● 4 website update ● 2 webinars/workshops ● 1 conference (UNFCCC Bonn June) ● 2 explanatory videos on website Internal Operations: ● Test collaborative module development (Uncertainty Module) ● Appoint new Directors ● Formalize operations of Technical Steering Committee ● Organize a Hackathon ● Engagement with Policy Makers	Various + voluntary
Financial Resources	
Ongoing ● Canadian ● UNFCCC Pending ● World Bank (Follow-up) ● EU LIFE (expected approval March, implement June) ● GIZ India (expected approval February, implement 2021) Proposals ● Canada (Submission June) ● UNFCCC (Check with William) ● Potential orgs to lead a joint proposal: (Contact after 1st week of February) ○ IUCN	

○ WRI ○ WWF ○ TNC ○ CI ● Potential Donors for Joint Proposal (Submission June) ○ GCF ○ GEF ○ UK ○ Norway (if leading agency is existing recipient) ○ Switzerland ● Prepare 2nd joint proposal (Submission 2021) ● Prepare new H2020 (Submission Sept) ● Pipeline with 2 additional proposals	