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CSCI 301

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The Ethics of Copying Code

All creative works are automatically protected by copyright upon creation under their respective creator. Copyright, as defined by Oxford Languages, is: “the exclusive legal right, given to an originator or an assignee to print, publish, perform, film, or record literary, artistic, or musical material, and to authorize others to do the same.” According to the legal encyclopedia found on *nolo.com*, copyright covers both software and code automatically, and, “As the copyright owner, you have certain exclusive rights in your software code, including the right to reproduce and distribute your code. Someone else may not legally copy your code for use in another program. Nor may they make copies of your software and sell it as their own (known as “pirating”).” This means that the creator can then bar anyone else from copying or modifying that code or program, or allow it to be open source, free for the public to use. According to the site *opensource.guide*, “If you want others to use, distribute, modify, or contribute back to your project, you need to include an open source license.” A common and popular open source licensing agreement is the MIT License, which, according again to *opensource.guide*, “...allows anyone to do anything [with the code] so long as they keep a copy of the license, including your copyright notice.” This includes the copying of the code or program to then be modified and/or resold elsewhere from anywhere on earth as long as the conditions of the MIT License are met, but the MIT License also allows leeway for the owner of the copyright to then change how they

want to their program to be handled by the public. Copyright is just as applicable to the realm of computer science in regard to programs as any other creative work that is one's intellectual property, and behaves the same way legally.

According to *upcounsel.com*, "A licensing agreement, or license agreement, is a deal between the owner of a patent, brand, or trademark and someone who wants to use the patented or trademarked goods and services. The license grants permission to the licensee and includes stipulations. The licensee must honor these guidelines." As for my own code, I personally have yet to write any sort of program professionally. As for my preference of licensing agreement, if I did write a program in a professional setting that I intend to use for myself and monetary gain, then I believe I would write out a license agreement along the lines of the screenshot provided at the end of this essay (I could not copy and paste the form, made on *rocketlawyer.com*, onto Word). Otherwise, if the program I had written was purely for entertainment or recreation, then I believe that placing the MIT License on it would suffice because I would have no issue with people using that code for their own works. I do not believe I would need to have more than one licensing agreement for my code unless it was written for a professional setting and multiple licensees wanted access to the program. I believe it is completely fair for any programmer to license their work as they see fit, as it is in their right, though that does not mean that it would always be beneficial for all parties involved or interested in their work.

As a programmer, I am obliged to respect the licenses and copyright laws of any work that is not my own and any work that I wish to reuse for myself. The Book of Ephesians, chapter 4, verse 28, tells us, "Let him who stole steal no longer, but rather let him labor, working with his hands what is good, that he may have something to give him who has need." The use of another's code without going through the proper legal proceedings to do so is stealing, and the

Bible tells us not to steal, but to labor with our own hands to not just make for ourselves, but also to give to those who are in need. This can be applied to sites like Github or Stackoverflow, where people can write code with the express purpose of helping others, and I think that this is a good thing that builds up the coding community as long as it is properly legally dealt with. Principle 1.5 of the ACM Code of Ethics is: "Respect the work required to produce new ideas, inventions, creative works, and computing artifacts." Programmers make up an important community in society, and respecting one another and others' work is what drives us to succeed and innovate as a community, and every programmer is obligated to respect the rights of everyone else. The reusing of another's code without the proper proceedings is both illegal and disrespectful, and is a marked loss on the integrity of the programmer in question, and violates the rights of the author that they took from. Regardless of what the code is reused for, be it monetary gain, classwork, or a professional contract, any violation of copyright that protects a program is against the law, and should be met with legal ramifications; it is the moral equivalent of cheating on a test or plagiarizing another's words as your own on a paper. Programmers are not just obligated to respect copyright due to law, they should also respect their fellows' rights because it is simply the good and right thing to do, regardless of what they intend to use the work for.

License Agreement

This License Agreement (this "Agreement") is made effective as of February 10, 2024 between Brayden Kirkland, of 123 Generic Rd, Summerville, South Carolina 29486 and Example Business, of 321 Generic Ct, Somewhere, South Carolina 29487.

In the Agreement, the party who is granting the right to use the licensed property will be referred to as "Licensor," and the party who is receiving the right to use the licensed property will be referred to as "Licensee."

The parties agree as follows:

1. GRANT OF LICENSE. Licensor owns Example Program (the "Authored Work"). In accordance with this Agreement, Licensor grants Licensee an exclusive license to use the Authored Work. Licensor retains title and ownership of the Authored Work and derivative works will be assigned to Licensor by Licensee.

2. PAYMENT OF ROYALTY. Licensee will pay to Licensor a royalty which shall be calculated as follows: 5 percent of sales. With each royalty payment, Licensee will submit to Licensor a written report that sets forth the calculation of the amount of the royalty payment.

3. MODIFICATIONS. Unless the prior written approval of Licensor is obtained, Licensee may not modify or change the Authored Work in any manner.

4. DEFAULTS. If Licensee fails to abide by the obligations of this Agreement, including the obligation to make a royalty payment when due, Licensor shall have the option to cancel this Agreement by providing 7 days' written notice to Licensee. Licensee shall have the option of preventing the termination of this Agreement by taking corrective action that cures the default, if such corrective action is taken prior to the end of the time period stated in the previous sentence, and if there are no other defaults during such time period.

5. CONFIDENTIAL INFORMATION. The term "Confidential Information" means any information or material which is proprietary to Licensor, whether or not owned or developed by Licensor, which is not generally known other than by Licensor, and which Licensee may obtain through any direct or indirect contact with Licensor. Regardless of whether specifically identified as confidential or proprietary, Confidential Information shall include any information provided by Licensor concerning the business, technology and information of Licensor and any third party with which Licensor deals, including, without limitation, business records and plans, trade secrets, technical data, product ideas, contracts, financial information, pricing structure, discounts, computer programs and listings, source code and/or object code, copyrights and intellectual property, inventions, sales leads, strategic alliances, partners, and customer and client lists. The nature of the information and the manner of disclosure are such that a reasonable person would

Works Cited

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