

NYC Mesh- Network Commons License (v1.0)

The Network Commons License is the framework that governs the network commons.

The License

The Network Commons License (NCL) describes the terms and conditions associated with the use of free and open networks, and so enables individuals, communities, companies, governments and other organizations to adopt or support the same.

The NCL is rooted in the following four tenets:

- Participants are free to use the network for any purpose that does not limit the freedom of others to do the same.
- Participants are free to know how the network and its components function.
- Participants are free to offer and accept services on the network on their own terms.
- By joining the free network, you agree to extend the network to others under the same conditions.

Terms

Participation

- The free network honors the human right to communication, and aims for the maximum possible benefit for its constituents. Disputes regarding the right and proper execution of this framework should be resolved through the consensus of network stakeholders according to these principles.
- The network must allow access to any willing participant, except when doing so would jeopardize the proper functioning of the network.
- Network devices and infrastructure can be financed and capitalized in any manner that does not seek to profit off of other participants in the network.
- The network as a whole does not have any owner or proprietor, regardless of any specific contribution to the network.
- Network participants agree to extend the network on the same terms and conditions that they receive it, allowing all data to transit their own portion of the network without manipulating that data for any reason other than network maintenance.
- Network participants agree only to the terms of this License - any other agreement must be explicitly expressed and accepted.
- In order to maximize connectivity and network growth, network constituents are encouraged to allow other network participants to install devices in their facilities, but this permission is always discretionary and can be revoked at any time.

Provision of Services

The contents and services of the network, including access to the Internet are offered on their own terms. These general principles apply:

- The free network serves only as a conduit of information - the network itself has nothing to do with hosted services and is not liable for them.
- Content and services may be created and shared at will.
- Content creators or owners can license their creations with the license of their choice, with no restriction. ~~If no license is explicitly expressed, by default they are offered under the terms of Creative Commons Attribution, Share-Alike license.~~ Unless otherwise stated, services are considered gratis, and offered “as is”, and without any warranty.
- The free network makes no guarantee regarding the availability of Internet access.
- Should it become necessary to shape network traffic in order to optimize network performance, realtime communications may be given priority over delay-tolerant forms. In the case that traffic is shaped or manipulated, such practices must be transparently disclosed, and the exact policies in use must be published.
- Where possible, information regarding network throughput and availability should be published to allow the network participants to diagnose incidents by themselves.
- Network participants agree not to transmit contents that might jeopardize the well being of other participants or operation of the network itself, including, but not limited to illegal content, unsolicited communications, and malicious software.

Use of Spectrum

- Participants must use spectrum reasonably and responsibly, using the minimum transmission power necessary to achieve intended service levels.
- Coordination and cooperation should be used, whenever possible, to avoid interference and minimize spectral pollution.

Security and Liability

- Network participants are responsible for the security of their own systems.
- Participants should assume that all information transiting the free network is visible to others, and encrypt their communications accordingly.
- Private networks can be connected to the open network and use firewalls to regulate access and traffic between those networks. Those private networks are not under the terms and conditions of this License, and their owners are responsible for their own security.
- The free network is not responsible for any damage caused to or by participants in the network.
- The free network disclaims all liability for the behavior of its participants.

Conditions

- Adoption of this License can be expressed by individuals or organizations and implies the acceptance of the License's terms and conditions. At any time, any member can revoke this adoption and therefore reclaim their own network devices or equipment. Device ownership is never lost, regardless of where devices are placed.
- The Network Commons License is distributed under a Creative Commons Non-commercial, Attribution, Share-alike license, which stipulates that derivative works are allowed, but that they may not be used for commercial purposes, must give credit to the Network Commons License, and must be released under these same conditions.