# Article XI - v0.3.0 Draft EOS.IO Constitution - Developers and Smart Contract Licenses[[1]](#footnote-1)

# Purpose

Defines when a Member is a Developer. Establishes obligation of a Developer to provide a License and one or more Ricardian Contracts, and to name an Arbitration Forum for their software.

# Text of Article

Each Member who makes available a smart contract on this blockchain shall be a Developer. Each Developer shall offer their smart contracts via a license, and each smart contract shall be documented with a Ricardian Contract stating the intent of all parties and naming the Arbitration Forum that will resolve disputes arising from that contract.

# Discussion

It's not clear at the Constitutional level what happens, or what should happen, in cases where code is published but no License is provided, or when no Ricardian Contract is provided. The EOSIO Software doesn't require either at the code level. Arbitrators will be required to figure out how to handle such cases.

A Member who is considering running someone's software should be wary of software offered without a clear License and without any Ricardian Contract(s).

It's certainly possible for the License terms to be referenced by, or even contained entirely within, the Ricardian Contract(s). That might be a good practice.

# References

None yet.

1. https://forums.eosgo.io/discussion/747/article-xi-v0-3-0-draft-eos-io-constitution-developers-and-smart-contract-licenses [↑](#footnote-ref-1)