



Gimel Foundation LDA e.c.
GiFo-Request for Comments: 0090
Obsoletes: -
Category: Best Current Practice

Bjørn Baunbæk
1. July 2025 (effective date)

Legal Provisions Relating to Gimel Foundation Documents

1. Background

Gimel Foundation aims at a more inclusive, fair and just global digital economy, including helping to achieve U.N. SDGs. It was established to acquire, hold, maintain, and license intellectual property associated with these targets. Contributors grant the Gimel Foundation certain licenses with respect to their Contributions. These Legal Provisions describe the rights and licenses the Gimel Foundation grants to others with respect to Contributions and Documents, as well as certain restrictions, limitations, and notices relating to these Documents. Capitalized terms in these Legal Provisions shall have the meanings set forth herein.

2. Applicability of these Legal Provisions

- a. These Legal Provisions are effective as of 1 July 2025 (“Effective Date”).
- b. The licenses granted by the Gimel Foundation pursuant to these Legal Provisions apply only to Contributions and Documents submitted or published after the Effective Date.
- c. These Legal Provisions may be amended from time to time by the Gimel Foundation in accordance with the guidance provided by its community and its own operating procedures. Any amendment to these Legal Provisions shall be posted for review at <https://www.GimelFoundation.com> and shall become effective no earlier than thirty (30) days following its posting. Such amendment shall apply with respect to all Contributions and Documents submitted or published following the effective date of such amendment.

3. Licenses to Documents and Contributions

a. License For Use Within the Gimel Foundation Process. The Gimel Foundation hereby grants to each participant in the Gimel Foundation Process, to the greatest extent that it is permitted to do so, a non-exclusive, royalty-free, worldwide right and license under all copyrights and rights of authors granted to the Gimel Foundation:

i. to copy, publish, display and distribute Contributions and Documents, in whole or in part, as part of the Gimel Foundation Process,

ii. to translate Contributions and Documents, in whole or in part, into languages other than English as part of the Gimel Foundation Process, and

iii. unless explicitly disallowed in the notices contained in a Contribution or Document (as specified in Section 6 below), to modify or prepare derivative works of such Contributions or Documents, in whole or in part, as part of the Gimel Foundation Process.

b. The term Gimel Foundation Process includes the archiving of Documents in perpetuity for reference in support of Foundation activities and the implementation of Foundation standards and specifications.

c. Licenses For Use Outside the Gimel Foundation Process. In addition to the rights granted with respect to Code Components described in Section 4 below, the Gimel Foundation hereby grants to each person who wishes to exercise such rights, to the greatest extent that it is permitted to do so, a non-exclusive, royalty-free, worldwide right and license under all copyrights and rights of authors:

i. to copy, publish, display and distribute Contributions and Documents in full and without modification,

ii. to translate Contributions and Documents into languages other than English, and to copy, publish, display and distribute such translated Contributions and Documents in full and without modification,

iii. to copy, publish, display and distribute unmodified portions of Contributions and Documents and translations thereof, provided that:

(x) each such portion is clearly attributed to Gimel Foundation and identifies the Document or Contribution from which it is taken,

(y) all Gimel Foundation legends, legal notices, and indications of authorship contained in the original Document must also be included where any substantial portion of the text, and in any event where more than one-fifth of such text, is reproduced in a single document or series of related documents.

d. Licenses that are not Granted. The following licenses are not granted pursuant to these Legal Provisions:

i. any license to modify Contributions or Documents, or portions thereof (other than to make translations or to extract, use and modify Code Components as permitted under the licenses granted under Section 4), in any context outside the Gimel Foundation Process, or

ii. any license to publish, display, or distribute Contributions or Documents, or portions thereof, without the required legends and notices described in these Legal Provisions.

e. Requesting Additional Rights. Anyone who wishes to request license rights from the Gimel Foundation in addition to those granted under these Legal Provisions may submit such a request to info@gimelfoundation.com. Such request will be considered by the Gimel Foundation, which will decide regarding the request in its sole discretion and inform the requester of its disposition. In addition, individual Contributors may be contacted regarding licenses to their Contributions. The Gimel Foundation does not limit the ability of Contributors to license their Contributions, so long as those licenses do not affect the rights granted to the Gimel Foundation.

f. Revocation: Gimel Foundation may revoke at its sole discretion the rights and licenses granted to a user with respect to Contributions and Documents, if the user does not use Contributions and Documents in line with Legal Provisions of Gimel Foundation.

4. License to Code Components

a. Definition. Contributions and Documents often include components intended to be directly processed by a computer (“Code Components”).

b. Identification. Text in Contributions and Documents of the types identified above shall constitute “Code Components”. In addition, any text found between the markers and , or otherwise clearly labelled as a Code Component, shall be considered a “Code Component”.

c. License. Unless otherwise specified in the Document, such Code Components are licensed under the terms of the Apache License, Version 2.0 (“Apache 2.0 License”), as follows:

Apache License

Version 2.0, January 2004

Copyright (c) [Insert year] Gimel Foundation and the persons identified as authors of the code.

Licensed under the Apache License, Version 2.0 (the "License"); you may not use this file except in compliance with the License, and excluding defined Exclusions.

You may obtain a copy of the License at <https://www.apache.org/licenses/LICENSE-2.0>.

Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the License for the specific language governing permissions and limitations under the License.

If a licensee elects to apply the Apache 2.0 License to a Code Component, then the additional licenses and restrictions set forth in Section 3 and elsewhere in these Legal Provisions shall not apply thereto.

d. Attribution. Those who use Code Components under the license granted above are requested to attribute each such Code Component to Gimel Foundation and identify the Document or Contribution from which it is taken. Such attribution may be placed in the code itself (e.g., “This code was derived from Gimel Foundation Document [insert Document number]. Please reproduce this note if possible.”), or any other reasonable location.

e. Revocation: Gimel Foundation may revoke at its sole discretion the rights and licenses granted to a user with respect to Code Components, if the user does not use Code Components in line with Legal Provisions of Gimel Foundation.

5. License Limitations

a. Out-of-scope Exclusions. The licenses granted under these Legal Provisions shall not be deemed to grant any right for those parts of Contributions, Documents and Code Components, which are explicitly defined to be not in scope and thus must be excluded (Exclusions).

b. Supersedure. The terms of any license granted under these Legal Provisions may be superseded by a written agreement between the Gimel Foundation and the licensee that specifically references and supersedes the relevant provisions of these Legal Provisions, except that (i) the Gimel Foundation shall in no event be authorized to grant rights with respect to any Contribution in excess of those which it has been granted by the Contributor, and (ii) the rights granted shall not be less than those otherwise granted under these Legal Provisions.

6. Text To Be Included in Documents

a. Submission Compliance. In each Document:

“This Document is submitted in full conformance with the Gimel Foundation Legal Provisions.”

b. Copyright and License Notice. In each Document:

Copyright (c) [Insert year] Gimel Foundation and the persons identified as the document authors. All rights reserved.

This document is subject to the Gimel Foundation Legal Provisions in effect on the date of publication of this document. Please review these provisions carefully, as they describe your rights and restrictions with respect to this document. Code Components extracted from this document must include Apache 2.0 License text as described in Section 4 and are provided without warranty as described in the Apache 2.0 License.

c. **Derivative Works and Publication Limitations.** If a Contributor chooses to limit the right to make modifications and derivative works of a Contribution, then the following notice must be included. Note that a Contribution with such a notice cannot become a Standards Track document or, in most cases, a working group document.

“This document may not be modified, and derivative works of it may not be created, except to format it for publication as a Gimel Foundation Document or to translate it into languages other than English.”

d. **Apache 2.0 License Notification.** In lieu of the complete text of the Apache 2.0 License, a person who elects to license a Code Component under the Apache 2.0 License may use the following notification in the program or other file that includes the Code Component:

Copyright (c) [Insert year] Gimel Foundation and the persons identified as authors of the code. All rights reserved.

Redistribution and use in source and binary forms, with or without modification, is permitted pursuant to, and subject to the license terms contained in, the Apache License, Version 2.0.

7. Terms Applicable to All Documents

a. ALL DOCUMENTS AND THE INFORMATION CONTAINED THEREIN ARE PROVIDED ON AN “AS IS” BASIS AND THE CONTRIBUTOR, THE ORGANIZATION THEY REPRESENT OR ARE SPONSORED BY (IF ANY), THE GIMEL FOUNDATION, AND ANY APPLICABLE MANAGERS OF ALTERNATE DOCUMENT STREAMS, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY THAT THE USE OF THE INFORMATION THEREIN WILL NOT INFRINGE ANY RIGHTS OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

b. The Gimel Foundation takes no position regarding the validity or scope of any Intellectual Property Rights or other rights that might be claimed to pertain to the implementation or use of the technology described in any Document or the extent to which any license under such rights might or might not be available; nor does it represent that it has made any independent effort to identify any such rights.

c. Copies of Intellectual Property disclosures made to the Gimel Foundation and any assurances of licenses to be made available, or the result of an attempt made to obtain a general license or permission for the use of such proprietary rights by implementers or users of this specification can be obtained from the Gimel Foundation online repository.

d. The Gimel Foundation invites any interested party to bring to its attention any copyrights, patents or patent applications, or other proprietary rights that may cover technology that may be required to implement any standard or specification contained in a Document. Please address the information to the Gimel Foundation at info@gimelfoundation.com.

e. The definitive version of a Document is that published by, or under the auspices of, the Gimel Foundation. Versions of Documents published by third parties, including those translated into other languages, should not be considered definitive. The definitive version of these Legal Provisions is that published by, or under the auspices of, the Gimel Foundation. Versions of these Legal Provisions published by third parties, including those translated into other languages, should not be considered definitive.

f. For the avoidance of doubt, each Contributor licenses each Contribution made to the Gimel Foundation pursuant to these provisions. No language to the contrary, or terms, conditions, or rights that differ from or are inconsistent with the rights and licenses granted herein, shall have any effect and shall be null and void, whether published or posted by such Contributor, or included with or in such Contribution.

9. Template Text

a. Certain Documents may contain text designated as “Template Text” by the inclusion of the following legend in the introduction to the Document:

“This Document contains text intended for use as a template as designated below by the markers and or other clear designation. Such Template Text is subject to the provisions of Section 9(b) of the Gimel Foundation Legal Provisions.”

b. In addition to the other rights granted under these Provisions with respect to each Document, the Gimel Foundation grants to all interested persons a non-exclusive, royalty-free, worldwide, perpetual right and license under all copyrights and rights of authors to insert specific information in place of blanks or placeholders in the Template Text, and to reproduce, publish, and distribute the Template Text combined with such insertions.

