**License Clearing Report - V1**

|  |  |  |
| --- | --- | --- |
| **Clearing report for OSS component** | | |
| **Clearing Information** | **Department** | FOSSologyNG Generation |
| **Type** | OSS clearing only |
| **Prepared by** | 1970/01/01 fossy <department> |
| **Reviewed by (opt.)** | <date> <last name, first name> <department> |
| **Released by** | FOSSologyNG Generation |
| **Clearing Status** | in progress  release |
| **Component Information** | **Community** | <URL> |
| **Component** | ReportTestfiles.tar |
| **Version** |  |
| **Source URL** |  |
| **Release date** |  |
| **Main license(s)** | 3DFX. |

**1. Clearing Protocol Change Log**

|  |  |  |
| --- | --- | --- |
| **Last Update** | **Responsible** | **Comments** |
|  |  |  |

**2. Functionality**

<Hint: look in ohloh.net in the mainline portal or Component database or on the communities web page for information>

**3. Assessment Summary:**

The following table only contains significant obligations, restrictions & risks for a quick overview – all obligations, restrictions & risks according to Section 3 must be considered.

|  |  |
| --- | --- |
| **General assessment** | *<e.g. strong copyleft effect, license incompatibilities, or also “easy to fulfill obligations, common rules only”>* |
| **Mainline Portal Status for component** | Mainline  Specific  Denied |
| **License Incompatibility found** | *no*  *yes* |
| **Source / binary integration notes** | *no critical files found, source code and binaries can be used as is*  *critical files found, source code needs to be adapted and binaries possibly re-built*  *<if there are critical files found, please provide some additional information or refer to chapter(s) in this documents where additional information is given>* |
| **Dependency notes** | *no dependencies found, neither in source code nor in binaries*  *dependencies found in source code*  *dependencies found in binaries*  *<if there are dependencies found, please provide some additional information or refer to chapter(s) in this documents where additional information is given>* |
| **Additional notes** | *<e.g. only global license was cleared since the project who requested the clearing only uses the component without mixing it with Siemens code>* |
| **General Risks (optional)** | *<e.g. not maintained by community anymore – must be supported by Siemens – see ohloh.net for info>* |

**4. When using this component, you need to fulfill the following “ToDos”**

*4.1. Common obligations, restrictions and risks:*

There is a list of common rules which was defined to simplify the To-Dos for development and distribution. The following list contains rules for development, and distribution which must always be followed!

|  |  |
| --- | --- |
| **1** | **Documentation of license conditions and copyright notices in product documentation (ReadMe\_OSS)** |
| **1.a** | All relevant licenses (global and others - see below) must be added to the legal approved Readme\_OSS template.  **Remark:**  “Do Not Use” licenses must not be added to the ReadMe\_OSS |
| **1.b** | Add all copyrights to README\_OSS |
| **1.c** | Add all relevant acknowledgements to Readme\_OSS |
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| **2.a** | Do not change or delete Copyright, patent, trademark, attribution notices or any further legal notices or license texts in any files - i.e. neither within any source file of the component package nor in any of its documentation files. |
| **2.b** | Document all changes and modifications in source code files with copyright notices:  Add copyright (including company and date), function, reason for modification in the header.  Example:  © Siemens AG, 2013  March 18th, 2013 Modified helloworld() – fix memory leak |
| **3** | **Obligations and risk assessment regarding distribution** |
| **3.a** | Ensure that your distribution terms which are agreed with Siemens’ customers (e.g. standard terms, “AGB”, or individual agreements) define that the open source license conditions shall prevail over the Siemens’ license conditions with respect to the open source software (usually this is part of Readme OSS). |
| **3.b** | Do not use any names, trademarks, service marks or product names of the author(s) and/or licensors to endorse or promote products derived from this software component without the prior written consent of the author(s) and/or the owner of such rights. |
| **3.c** | **Consider for your product/project if you accept the general risk that**  • it cannot be verified whether contributors to open source software are legally permitted to contribute (the code could e.g. belong to his employer, and not the developer). Usually, disclaimers or contribution policies exclude responsibility for contributors even to verify the legal status.  • there is no warranty or liability from the community – i.e. error corrections must be made by Siemens, and Siemens must cover all damages |
| **4** | **IC SG EA specific rules** |
| **4.a** | **The following statement must be added to any manual. The language of the statement is equal to the manual language. Check translation with documentation department.**  English:  The product contains, among other things, Open Source Software developed by third parties. The Open Source Software used in the product and the license agreements concerning this software can be found in the Readme\_OSS. These Open Source Software files are protected by copyright. Your compliance with those license conditions will entitle you to use the Open Source Software as foreseen in the relevant license. In the event of conflicts between Siemens license conditions and the Open Source Software license conditions, the Open Source Software conditions shall prevail with respect to the Open Source Software portions of the software. The Open Source Software is licensed royalty-free. Insofar as the applicable Open Source Software License Conditions provide for it you can order the source code of the Open Source Software from your Siemens sales contact - against payment of the shipping and handling charges - for a period of at least 3 years since purchase of the Product. We are liable for the Product including the Open Source Software contained in it pursuant to the license conditions applicable to the Product. Any liability for the Open Source Software beyond the program flow intended for the Product is explicitly excluded. Furthermore any liability for defects resulting from modifications to the Open Source Software by you or third parties is excluded. We do not provide any technical support for the Product if it has been modified. |

*4.2. Additional obligations, restrictions & risks beyond common rules*

In this chapter you will find the summary of additional license conditions (relevant for development and distribution) for the OSS component.

\* The following information helps the project to determine the responsibility regarding the To Do’s. But it is not limited to Development or Distribution.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Obligation** | **License** | **License section reference and short Description** | **Focus area for Development** | **Focus area for Distribution** |
| **Additional binaries found** | **-** | In this component additional binaries are found.  If you want to use the binaries distributed with the source/binaries ((where no corresponding source code is part of the distribution of this component) you must do a clearing also for those components (add them to the Mainline Portal). The license conditions of the additional binaries are NOT part of this clearing protocol. |  |  |
| **Dual Licensing (optional obligation, check with license)** |  | Add explicit note to Readme\_OSS:  To the extend files may be licensed under <license1> or <license2>, in this context <license1> has been chosen.  This shall not restrict the freedom of future contributors to choose either <license1> or <license2>.” |  |  |
| **Do not use the following Files** |  | <reason for that>  **Filelist:** | **X** | **X** |
| **Copyleft Effect** |  |  | **X** |  |
| **Restrictions for advertising materials** |  |  |  | **X** |
| **Additional Rules for modification** |  |  | **X** |  |
| **Additional documentation requirements for modifications (e.g. notice file with author’s name)** |  |  | **X** | **X** |
| **Include special acknowledgments in advertising material** |  |  |  | **X** |
| **Specific Risks** |  |  | **X** |  |

*4.3. File list with specific obligations*

*This is an optional chapter. it is oprional and should be used in special cases. if you just have a simple license as Apache-2.0 you must put in the note "not applicable"*

* Always if you have remove files
* Patent Issues
* ...(other conditions will be added later)

Depending of the license additional license conditions to the Common Rules in computer 4.1. exist. Here is the list of all licenses found in this component with additional rules.

|  |  |
| --- | --- |
| **Issues obligations (licenses, patent …) see chapter 4.2** | **Files (embedded document) (optional)** |
| *Sleepycat License* |  |
| *Remove Files due to patent issues* |  |
| *GPL 2* | <path-filenames> |
| *Perl license: Dual license (Artistic or GPL)* | <path-filelist> |

*4.4. Further general obligations, restrictions & risks*

**4.4.1 Export Restrictions**

Assess potential export restrictions together with your export control agent regarding this software component as defined in your applicable process.

**Export Restrictions found in Source Code:**

No export restriction notices found in source scan – export restriction clarification is responsibility of Siemens projects/product managers.

**4.4.2 Security Vulnerabilities**

Security Vulnerabilities must be examined in product specific use - project leader is responsible to verify all security issues - as defined in your applicable process

--> Follow the link to show security vulnerabilities reported by CT IT Cert: http://mainline.nbgm.siemens.de/Mainline/SecurityInfo.aspx?Component\_ID=000

Remark: This link leads to a site which may only list security vulnerabilities becoming known after the clearing date!

**4.4.3 Patent Situation**

Assess patent situation regarding open source software together with your BU patent strategy manager – we cannot expect the community to have clarified the patent situation.

**Patent Notices found in Source Code:**

No patent notices found in source scan – patent clearing is responsibility of Siemens projects

**5. Basis for Clearing Report**

|  |  |  |  |
| --- | --- | --- | --- |
| **Preparation basis for OSS** | According to Siemens Legally relevant Steps from LCR to Clearing Report  no | |  |
| According to “Common Principles for Open Source License Interpretation”  no | |  |
| **OSS Source Code** | Link to Upload page of component: |  | |
| MD5 hash value of source code: | n/a | |
| **Result of LCR editor** | Embedded .xml file which can be checked by the LCR Editor is embedded here: | n/a | |

**6. Results of License Scan**

|  |  |  |
| --- | --- | --- |
| **Scanner Count** | **Edited Count** | **License Name** |
| 2 | 2 | 3DFX |
| 1 | 1 | Beerware |
| 1 | 1 | Condor-1.0 |
| 1 | 1 | Condor-1.1 |
| 1 | 0 | RSA-Security |

**7. Main Licenses**

|  |  |  |
| --- | --- | --- |
| **License** | **License text** | **File path** |
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**9. Other OSS Licenses (yellow) - additional obligations to common rules**

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| **License** | **License text** | **File path** |
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**10. Other OSS Licenses (white) - only common rules**

|  |  |  |
| --- | --- | --- |
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| Condor-1.0 | Here is an alternative license text. | Condor/Condor-1.0 |

**11. Bulk Findings**

|  |  |  |
| --- | --- | --- |
| **License** | **License text** | **File path** |
|  |  |  |

**12. Acknowledgements**

|  |  |  |
| --- | --- | --- |
| **ID of acknowledgements** | **Text of acknowledgements** | **Reference to the license** |
|  |  |  |

**13. Copyrights**

|  |  |  |
| --- | --- | --- |
| **Statements** | **Comments** | **File path** |
| Copyright: |  | 3DFX/test1.dtd  3DFX/test2.dtd |
| Copyright � 1990-2006 Condor Team, Computer Sciences Department, University of Wisconsin-Madison, Madison, WI. All Rights Reserved. For more information contact: Condor Team, Attention: Professor Miron Livny, Dept of Computer Sciences, 1210 W. Dayton St., Madison, WI 53706-1685, 608) 262-0856 or miron@cs.wisc.edu. |  | Condor/condor-1.1 |
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**14. Export Restrictions**

|  |  |  |
| --- | --- | --- |
| **Statements** | **Comments** | **File path** |
|  |  |  |

**15. Intellectual Property**

|  |  |  |
| --- | --- | --- |
| **Statements** | **Comments** | **File path** |
|  |  |  |

**16. Irrelevant Files**

|  |  |
| --- | --- |
| **Path** | **Files** |
| Beerware | hash\_md5prime.c |

**17. Notes**

|  |  |  |
| --- | --- | --- |
| **License** | **Comment Entered** | **File path** |
| Condor-1.1 | all Nomos findings are within the Monk findings | Condor/condor-1.1 |