

JSR RI and TCK Licensing Proposal

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What Problem Is Being Addressed

- **Problem:** The JSPA and its complex licensing is a barrier to participation by developers and the companies they work for.
- **Solution:** Adopt a standard set of familiar licenses for RI and TCK:
 - Apache 2
 - EPL 1.0
 - GPL v2 with ClassPath Exception

What Is Not Being Addressed

- Specifics of a contributor agreement, rules surrounding its content and scope
- Specification licensing, rules surrounding its content and scope
- Overall IP rules of the community, including types of contributions, committee work, roles, essential patent rules overall, etc

**Let's not distract ourselves here with those issues.
Assume for now they are solvable
and can be uncoupled from this proposal.**

Why It's Hard

- Oracle's current dominance in JSR work
- Oracle's position on FOU restrictions
- Oracle's concerns (primarily) about cost recovery
- JSRs encompass RI, TCK, and Specification
- Compatibility as core Java value prop
- Delta in patent scope/process in JSPA vs. "standard" licenses

Proposal

- All *new* JSRs, with the exception of umbrella JSRs, MUST provide an RI and TCK under one of the named open source licenses.
- Code contributions MAY be covered by a contributor license agreement.
- For a component JSR to be included in an umbrella JSR, the umbrella JSR spec lead MAY require the component JSR be covered by a contributor license agreement and/or secure separate licensing from a component JSR spec lead.
 - The component JSR spec lead can choose not to comply with the umbrella spec lead's requirements. The umbrella spec lead can then choose not to include a component JSR.

Commercial Licensing #1

- **Issue:** A spec lead wants to use a specific license for a TCK, perhaps even including a field-of-use restriction on licensees.
- **Response:** Given the use of the proper contributor license agreement, the spec lead can relicense however it wants, within the bounds of its FRAND obligations under the JCP.

Commercial Licensing #2

- **Issue:** We should just include an acceptable commercial license along with the open source licenses, so we don't have to make exceptions.
- **Response:** The open source licenses send a clear message of JCP intent and direction we don't want to confuse. The umbrella exception is only an issue for Oracle. Specifying a commercial license will also likely be problematic for Oracle. The EC still has to approve all JSRs in any case.

Distrust and Old Wounds

- **Issue:** This all seems complicated and eerily reminiscent of the brutal battle over Harmony. In that case, the EC asked that the JSPA simply to be clear and consistent. Is this proposal better or worse or more of the same? Will it cause distrust rather than help?
- **Response:** New JSRs are all treated the same. We need to deal with the reality of the existing Oracle licensing and position. This proposal forces more openness consistent with community expectations on licensing, beginning immediately for new JSRs. Maybe the JUGs can help gauge community response or act as a proxy.

Cost Recovery #1

- **Issue:** Requiring RI and TCK to be made available under one of the three open source licenses prevents the spec lead from recovering its cost via commercial licensing.
- **Response:** Spec leads can provide commercial licenses in addition to the standard open source license. Branding and compatibility claims and enforcement are controlled outside of the open source licenses themselves and are incentive mechanisms for cost recovery through licensees.

Cost Recovery #2

- **Issue:** If a spec lead has to provide the RI and TCK under an open source license, then why would anyone need to pay for a license?
- **Response:** We include an umbrella JSR exemption to the “MUST provide an RI and TCK under one of the named open source licenses” rule. Remember, the umbrella specs are special anyway. Therefore, the only *new* JSRs moving forward without RI and TCK under the named open source licenses MAY be umbrella JSRs.

Cost Recovery #3

- **Issue:** Will Oracle, by far the primary contributor of JSRs, be willing to invest in *new* JSRs under the new open source terms?
- **Response:** Let's find out. For umbrella JSRs, existing RIs and TCKs can remain commercially licensed only. For new component JSRs (realistically, in 2015?), Oracle needs to follow the same rules as everyone else. Specifications will continue to call out the “no subset, no superset, must be compatible” rules. Brand ownership is unchanged.

Oracle Shouldn't Be Special

- **Issue:** We should be treating everyone the same, not carving off exemptions for Oracle.
- **Response:** We are providing a standard mechanism to spec leads for clear IP ownership and copyright, using a contributor agreement. While Oracle will use the OCA, others will likely use something similar. This is not a special Oracle issue.

Umbrella Specs Are Special

- **Issue:** Why treat umbrella specs specially?
- **Response:** First, because license compatibility is an issue when combining JSRs. Second, because the Process Document already makes them special. They are the mechanism by which language and platform consistency and compatibility overall are maintained. They are subject to special voting rules.

Fragmentation

- **Issue:** Doesn't the existence of an open source TCK encourage fragmentation? People can just fork and create variations, even ones they might think are better.
- **Response:** They won't be able to use a brand or claim compatibility with the version that is tied to the specification. Forking and variations will encourage advances and engagement, while compatibility is tied to a specification that goes through a JCP process and branding.

Patent Protection

- **Issue:** These open source licenses have different patent reciprocity provisions and strengths. We want the JCP to have a single, easily-understood IP regime with respect to essential patents.
- **Response:** The licenses only apply to the RI and TCK themselves. When you consume the RI or TCK, you're accepting it under that license. As a JCP member who has agreed to the JSPA, you have also accepted its IP rules. Attorneys should agree this situation poses no conflict.

Compatibility

- **Issue:** How is compatibility ensured?
- **Response:** The specification license requires compatible implementations, no subsetting/supersetting, etc. The final version of the spec, RI, and TCK represent the formal standard, an example implementation, and a way to verify an implementation meets the specification. That does not change. Commercial licenses can impose more formal terms, such as requirements to follow processes, allow audits, etc.

Access

- **Issue:** Developers need TCK source access to understand the specification, to challenge it when needed, and work with it.
- **Response:** For *new* specs, they would clearly have this access. For existing and umbrella specs, Oracle has committed to providing that access and that an ability to use source in technical discussions is not a problem. They are obligated under the JCP Process Document section 1.4 to do so.

Java ME

- **Issue:** The umbrella JSR exception might not work for Java ME, since it has evolved differently.
- **Response:** Someone with more familiarity of the ME situation should identify *exactly* what the *specific* issues are. We should not be optimizing the JCP overall position to account for edge cases.

References and Links

- Proposed RI and TCK Licenses
 - [Apache 2](#)
 - [EPL 1.0](#)
 - [GPL v2](#) w/ [ClassPath Exception](#) (or: [OpenJDK License](#))
- JCP Governance
 - [JCP Process Document 2.9](#)
 - [JSPA](#)
- Example Specification Licenses
 - [JVM Specification License](#)
 - [JSR-292 Implementor License Agreement](#)
 - [JSR-352 Spec License Agreement](#)
- Example Contributor Agreements
 - [Oracle Contributor Agreement](#)
 - [Apache Individual Contributor License Agreement](#)
 - [Apache Corporate Contributor License Agreement](#)

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