Cross License Foundation Agreement

Version 1.0.0-pre.1

https://xlfoundation.com/agreement/1.0.0-pre.1

Purpose

These terms enable contributors working together on a project covered by copyrights or patents to make collective decisions about changing the license terms for their project over time.

Acceptance

In order to get any license under these terms, you must apply to become a contributor, be accepted, and agree to these terms. These terms are both obligations under an agreement among all contributors and conditions to all the cross licenses they give and receive under that agreement.

Contributors

Qualifications

Only candidates offering contributions of copyrights or patent rights to the project can apply to become contributors.

Application

To apply to become a contributor, a candidate must send the following to an existing contributor:

1. their address for communication

2. a World Wide Web or other Internet address where contributors can review the first contribution they are offering

3. copies of, or World Wide Web links to, the terms of this agreement and the current statements of license criteria and communication system

Admission

For a candidate to become a contributor, an existing contributor must follow each of these steps, one after another, in order:

1. circulate the candidate's complete application

2. secure majority approval in favor of their application

3. circulate a current list of all contributor addresses, including the new contributor's

Resignation

Any contributor may resign at any time by circulating a message of resignation. When a contributor resigns, all cross licenses to that contributor end, but their cross licenses to other contributors, as well as any sublicenses they have given for relicensing, continue.

Cross Licenses

Copyright

Each contributor gives a cross license covering all copyrights in their contributions to the project to each other contributor.

Patent

Each contributor gives a cross license for the project covering any patent claims they can license or become able to license to each other contributor.

Scope

Each cross license under these terms covers all contributors, past, present, and future, and all contributions submitted to the project, past, present, and future.

Rights

Cross licenses under these terms do not give contributors themselves any special permission for the project, only permission to relicense.

Relicensing

Any contributor may relicense the project as a whole by granting a sublicense under new terms meeting any license criteria in effect at the time within thirty calendar days of securing majority approval. When soliciting votes for relicensing, a contributor must circulate:

1. identification of the contributor proposing to relicense the project

2. an exact copy of the new license terms

3. an exact copy of all the terms of any agreement that has, will, or could compensate the contributor for proposing or securing approval of the relicensing

License Criteria

The first two contributors must agree on any criteria for terms on which the project can be relicensed. They must publish a dated statement of those criteria, or a dated statement that there are no criteria, together with the terms of this agreement, where potential contributors can find and read them. No contributor can relicense the project onto new terms that fail to meet the license criteria. Any contributor may change the license criteria by securing supermajority approval in favor of the change.

Communications

Equal Information

Each contributor is entitled to receive each message sent to any other contributor under these terms.

Circulating Messages

To circulate a message under these terms, a contributor must send the message in the English language to each other contributor, retrying as necessary.

Circulating Notices

Any contributor who receives a notice under the terms of a relicensing must circulate that notice, retrying as necessary.

Addresses

The first two contributors must agree on a global, free or low-cost, high-speed, electronic communication system, such as e-mail, and provide addresses for that system. They must publish dated statement of that choice, together with the terms of this agreement, where potential contributors can find and read them. Later contributors must provide addresses for the same system.

Change of Address

Any contributor may change their address by circulating their new address from their current address. Alternatively, any contributor may change their address by circulating their new address from a different address and securing supermajority approval, without any opposing message from their old address.

Voting

Equal Vote

Each contributor is entitled to cast a single, equal vote on each proposal under these terms.

Majority

For majority approval, a majority of responding contributors must vote in favor.

Supermajority

For supermajority approval, two thirds of responding contributors must vote in favor.

Counting

The contributor soliciting approval counts as a contributor voting in favor.

Deadline

The deadline for approval of any proposal is thirty calendar days from when votes were first solicited.

Securing Approval

To secure an approval, a contributor must solicit votes, then tally votes, and finally report the result.

Soliciting Votes

To solicit votes, a contributor must circulate a single message with all of these details:

1. the identity of the project

2. the complete text of the proposal

3. the voting standard required

4. the date of the deadline

Casting Votes

Contributors may vote by replying to a message soliciting votes using the same communication system. Messages like "I approve.", "I vote in favor.", and "Aye" count as votes in favor. Messages like "I oppose.", "I vote against.", and "Nay" count as votes against.

Tallying Votes

To tally votes, the contributor who solicited votes must ensure that each vote message is circulated. If the communication system enables forwarding messages verbatim, such as by forwarding e-mail, the contributor must forward vote messages verbatim. If a voting contributor circulates their vote themself, the contributor soliciting votes need not circulate it again.

Reporting Results

To report a result, the contributor who solicited votes must circulate a single message with all of these details within seven calendar days after the deadline:

1. all the information required to solicit votes

2. copies of all vote messages

3. counts of votes in favor, votes against, and contributors not responding by the deadline

4. whether contributors approved the proposal or not

Retry

When a communication system fails to deliver a message:

1. The sending contributor must circulate word of the failure and any failure message from the system.

2. The sending contributor must wait forty-eight hours, then try again. If the receiving contributor changed their address since the first try, the sending contributor must use the new address.

3. If the second try also fails, the sending contributor must circulate word of the failure and any failure message from the system. The receiving contributor is then considered to be not responding.

Broken Rules

If any contributor unintentionally breaks a rule of these terms at the expense of another contributor, and the contributor who was wronged circulates a message about the breach, other contributors can keep their cross licenses from the contributor who was wronged if any one or more of them makes the situation right within fourteen calendar days. If the contributor did not get an equal vote, contributors must retake the vote. If the contributor did not get equal information, contributors must circulate the message again, and if any vote was taken between when the message was not sent and when the contributor finally received it, contributors must retake that vote.

Changes

Any contributor may change these terms by securing supermajority approval in favor of the change. Changes apply from the time of approval going forward, not retroactively.

No Liability

As far as the law allows, the project comes as is, without any warranty or condition, and no contributor will be liable to any other contributor for any damages related to the use or quality of the project, under any kind of legal claim.