OSS Licenses
The Software Process

Copyright Notice

Copyright notice can be added to software as soon as it is written. Formal copyright registration is not necessary. Proper copyright notice for University of Colorado software is as follows:

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Add this notice to your source code files, on each copy of the documentation and on your website.

Licensing Strategy

Ultimately, the end-goals of a project are defined and protected through permission statements and license agreements. A software license agreement defines how binary or source code is to be used, copied, distributed, and changed. Simply stated, it defines and protects the relationships which surround the research, results, and adoption of a project. Some considerations for sharing copyrighted software are covered in this bulletin on software licensing.

Here are a few templates that are ready to use:

Source Code Agreement for Non-Profits
Research License Agreement for both non-profits and for-profits

Open Source and Free Software

Open source and free software licenses come in many varieties. For help in deciding which is most appropriate for your software, see the Technology Transfer Bulletin, Working with Open Source Software. The two basic varieties are free software such as the GPL, which requires that the licensee only distribute derivative products under the GPL, and open source such as the MIT-style license, which allows the source code to be incorporated into a closed, "proprietary product".

Commercial Licenses

The Technology Transfer Office can develop a custom commercial license agreement for end users or distributors of your software.

Managing Projects

All members of the project team should agree on common goals for the software and the roles of group members. As the developer community grows, it will likely expand beyond the University of Colorado. It is very important that the copyrights are managed so that the University has the rights to the copyrights that are contributed by other parties. We recommend asking all contributors to agree to the Contributor License Agreement (need to create a new link) which is based on the Apache Software Foundation’s agreement.

University software is subject to the royalty distribution formula in the Policy on Discoveries and Patents. (link?) If a software project grows to many CU staff and students over time, each individual is entitled to a portion of the 25% inventor’s share of royalties. Some groups choose to direct the inventors’ share into a pool of funds to support the project itself. It is necessary for all CU contributors to sign a Project Participation Agreement (need to create a new link) to make that possible.
Software Licensing

If you are a software developer, there are traditionally two approaches to making your software available to others: releasing your work commercially or sharing it via open source licensing.

Commercial Software

IURTC has helped several clients, including ANCR Learning and Optiform, successfully market software solutions.

If you are interested in assessing the commercial potential of your software, we invite you to begin the technology commercialization process.

It is also sometimes possible to combine commercial development with open source sharing. Contact us if you would like to pursue that option.

Open Source Licensing

If you are not interested in commercializing your software, it is not necessary to disclose your discovery to IURTC nor to obtain our permission to explore open source options.

However, you will need to contact your department to determine any obligations you may have to release software under a particular open source license. These may include requirements in grants or pre-existing open source licenses attached to any software you have incorporated into your work. Your department can help you with these issues.

Open Source Resources at Indiana University

In the United States, the Open Source Initiative (OSI) promotes open source technologies and offers certification for open source licenses and software. Although not legally required, this certification indicates that a license or product complies with OSI’s definition of open source.

Two open source communities supported by several universities, including Indiana University, are:

- Kuali Foundation, which supports the development and maintenance of open source administrative software from financial management tools to research administration.
- Sakai Foundation, which supports development of open source collaboration and learning environments that support teaching and group collaboration, from scheduling to wikis to social media.
About Open Source Licenses

Open source licenses are licenses that comply with the Open Source Definition — in brief, they allow software to be freely used, modified, and shared. To be approved by the Open Source Initiative (also known as the OSI), a license must go through the Open Source Initiative’s license review process.

Popular Licenses

The following OSI-approved licenses are popular, widely used, or have strong communities (as defined in the 2006 Proliferation Report):

- Apache License 2.0
- BSD 3-Clause “New” or “Revised” license
- BSD 2-Clause “Simplified” or “FreeBSD” license
- GNU General Public License (GPL)
- GNU Library or “Lesser” General Public License (LGPL)
- MIT license
- Mozilla Public License 2.0
- Common Development and Distribution License
- Eclipse Public License

All Approved Licenses

Many other licenses are also OSI-approved, but fall into other categories, such as special-purpose licenses, superseded licenses, or retired licenses. Complete lists that include all approved licenses are available:

- sorted by name (alphabetical)
- sorted by category

Questions?

The OSI maintains a FAQ, which includes a lot of useful background on open source licensing, including:

- Can Open Source software be used for commercial purposes?
- What is “free software” and is it the same as "open source"?
- What is "copyleft"? Is it the same as "open source"?
- What is a "permissive" Open Source license?
Which Open Source license should I choose to release my software under?

Is <SOME PROGRAM> Open Source?

Can I call my program "Open Source" even if I don't use an approved license?

Is <SOME LICENSE> an Open Source license, even if it is not listed on your web site?

For more information about open source licenses and in particular about the Open Source Initiative's approval process, see:

- The Open Source Definition (annotated version)
- The OSI License Review Process
- Information on License Proliferation and the 2006 License Proliferation Report

Help shape the future of the Open Source Initiative...

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