

Compatibility / Incompatibility

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*Logiciels et Services,
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- ✓ Introduction
- ✓ I- What are we speaking about?
- ✓ II- Practical effects
- ✓ III- Can we think differently?



✓ Licence

- ✓ “Licence / Contract?” T. Jaeger (IfrOSS)

✓ Copyleft/permissive

- ✓ See, “Copyleft”, Philippe Laurent

✓ How can we read licences? There are:

- ✓ 1) Rights and obligations
- ✓ 2) a “scope”
- ✓ 3) a “trigger”



I- What are we speaking about?

✓ A compatible licence is...

✓ In licence terminology

✓ **la FSF :**

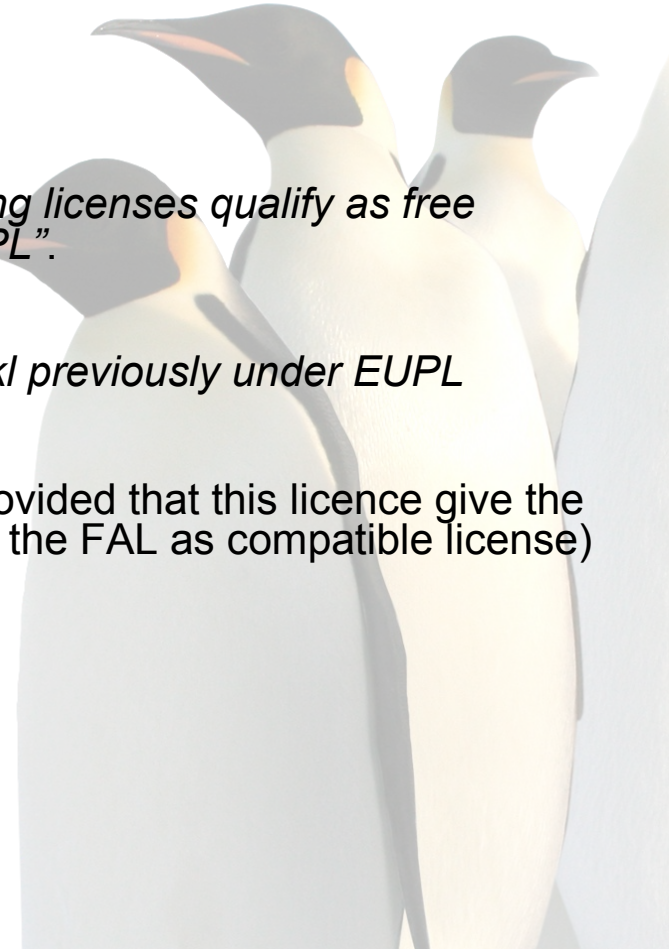
- ✓ GPL-Compatible Free Software Licenses : *“The following licenses qualify as free software licenses, and are compatible with the GNU GPL”.*

✓ **IDABC (EUPL)**

- ✓ *Licences under which you can relicence the whole work previously under EUPL*

✓ **Copyleft Attitude (Free Art License)**

- ✓ You can redistribute the work under an other licence provided that this licence give the same rights and same obligations (and also recognizes the FAL as compatible license)



- ✓ For contractual purpose
 - ✓ **1- either we choose to fix the Software's final license, and other licences (for components) must be compatible licences**
 - ✓ Difficult, technical limitation
 - ✓ “a compatible license is an Open Source licence which allow to (re)licence the software under the terms of a specific licence.”
 - ✓ **2- either we only choose what type of FLOSS components are allowed (for instance from a black/white list), and we determine the compatible licence considering these choices.**
 - ✓ Easier for developing purpose
 - ✓ “a compatible licence is an Open Source licence which substitute itself to another (or many other) licence, by respecting the whole terms of this (these) licence when distributing the software; it usually allow to distribute many software components under only one license”.

- ✓ Express compatibility
- ✓ Logical compatibility

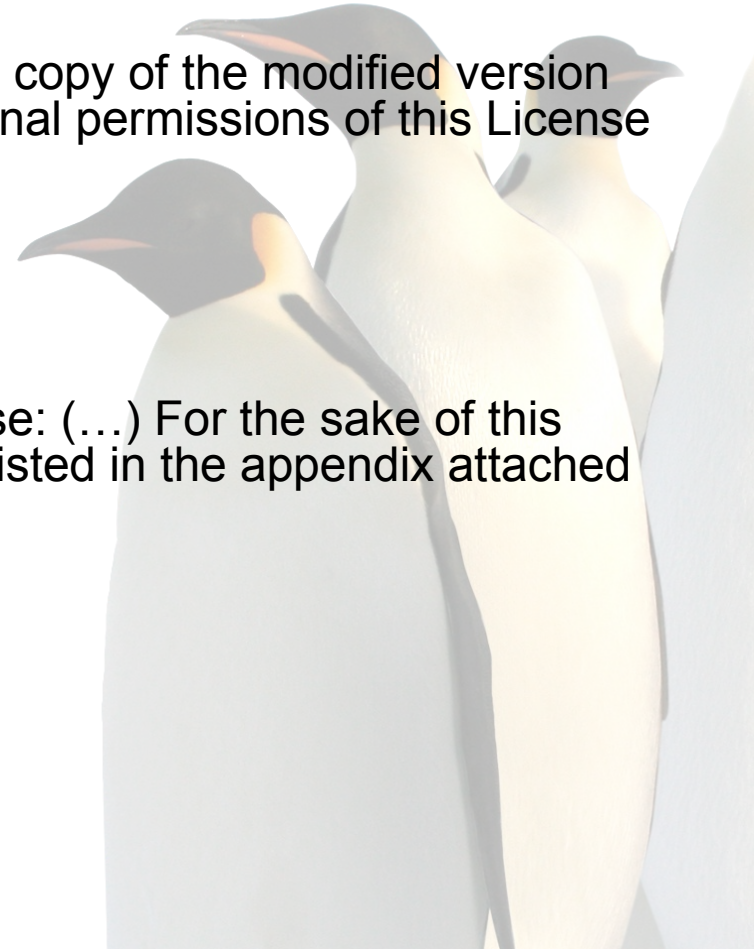


✓ Type “LGPL”

- ✓ 2. Conveying Modified Versions: “you may convey a copy of the modified version (...) b) under the GNU GPL, with none of the additional permissions of this License applicable to that copy.”
- ✓ Note: one way (family view)

✓ Type “EUPL”

- ✓ **5. Obligations of the Licensee** “Compatibility clause: (...) For the sake of this clause, “Compatible Licence” refers to the licences listed in the appendix attached to this Licence. “
- ✓ Note: dissipation



- ✓ Type “CeCILL-C” (or AFL)

- ✓ **5.3.4 COMPATIBILITY WITH THE CeCILL LICENSE:** “When a Modified Software contains an Integrated Contribution subject to the CeCILL license agreement, or when a Derivative Software contains a Related Module subject to the CeCILL license agreement, the provisions set forth in the third item of Article 6.4 [copyleft clause] are optional.”

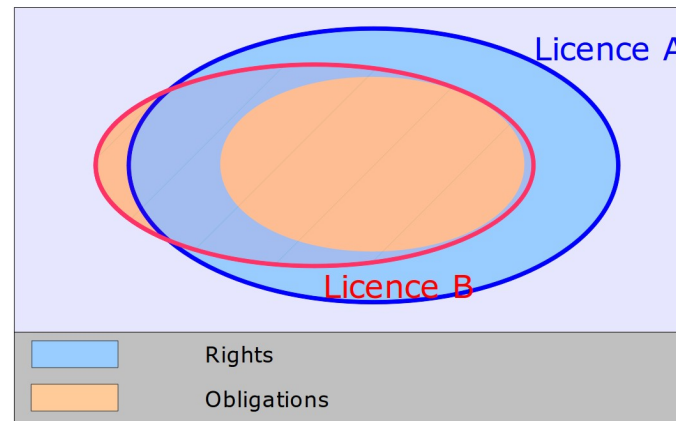
- ✓ Note: the licence become permissive (thus compatible)

- ✓ Type “FAL”

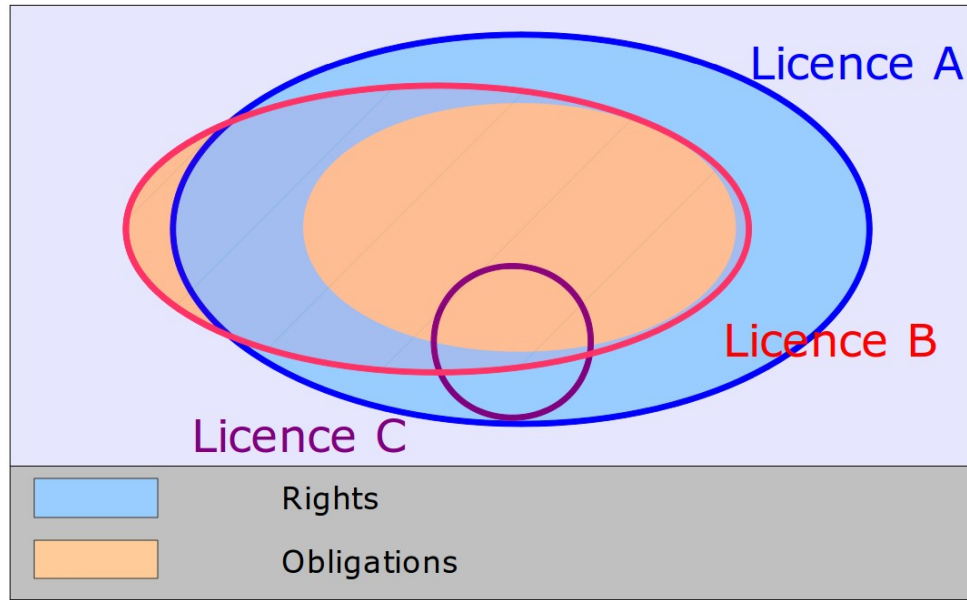
- ✓ **5. COMPATIBILIT(5. CRITERES DE COMPATIBILITÉ.):** “A license is compatible with the Free Art License provided: it gives the right to copy, distribute, and modify copies of the work including for commercial purposes and without any other restrictions than those required by the respect of the other compatibility criteria; it ensures proper attribution of the work to its authors and access to previous versions of the work when possible; it recognizes the Free Art License as compatible (reciprocity); it requires that changes made to the work be subject to the same license or to a license which also meets these compatibility criteria. “

- ✓ Note: the compatible license have to recognizes the Free Art License as compatible (too long process)

- ✓ To look for the logical compatibility, there are two main principles:
 - ✓ We can't give more rights that we have,
 - ✓ We can't bind less than we are, ourself, bind by the licence.
 - ✓ Thus, we can affirm that the Licence B is compatible if all rights grant by the compatible licence B are part of the rights grants by the Licence A, and that all obligations of the licence A are part of the obligations that the compatible licence B contains.



Licence B is
compatible with
licence A



Licence B is compatible with both licence A and licence C

Etc.

- ✓ Copyleft are usually the obligation to distribute on one specific licence (this sort of copyleft prohibit compatibility).
- ✓ !!! Some licence prohibit to use other licence (like the Ms-PL – on source code)
 - ✓ BSD code can't be use under Ms-PL licence



✓ Main elements

- ✓ Juridical method
 - ✓ **Are scopes overlapped?**
 - ✓ **Are triggers engaged?**
 - ✓ **Are licences compatibles?**
- ✓ Practical answer
 - ✓ **Can we adapt the software architecture**
 - ✓ **Does the licences permit to differentiate source/binary code (MPL, Ms-PL, etc.)?**

✓ Implementation

- ✓ Real effect (for instance, Apache v2 and GNU GPL v2 are incompatible)
- ✓ Cf table

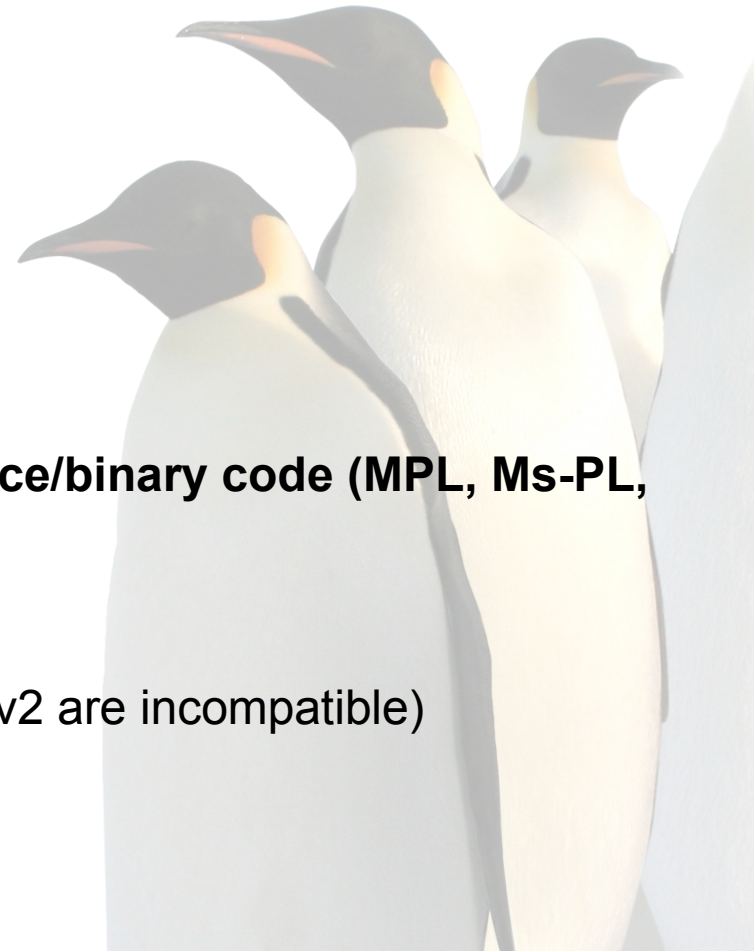


Tableau sur la compatibilité entre licences

Lecture du tableau : Peut-on, à partir d'une licence A (licence d'origine), distribuer sous une autre licence B (licence de distribution)

		Licences B : utilisée pour la distribution																		
		Propriétaire	Copyleft											Permissif						
			Afero GPL	GPL v3	GPL v2	LGPL v3	LGPL v2.1	CeCILL	CeCILL-C	MPL	OSL	EUPL	CPL	EPL	BSD	BSD non Modifiée	Apache	Latex	Academic Free Licence	CeCILL-B
Licences A : d'origine	Propriétaire																			
	Afero GPL																			
	GPL v3																			
	GPL v2																			
	LGPL v3																			
	LGPL v2.1																			
	CeCILL																			
	CeCILL-C																			
	MPL																			
	OSL																			
	EUPL																			
	CPL																			
	EPL																			
Permissif	BSD																			
	BSD non Modifiée																			
	Apache																			
	Artistic Licence																			
	Academic Free Licence																			
	CeCILL-B																			



Légende

- Oui, la distribution est possible sous la licence B
- ? Une incertitude existe
- * Oui, la distribution est possible sous la licence B, mais il est nécessaire d'ajouter une clause pour adapter la licence
- V Oui, la distribution est possible sous la licence B, si le concédant a autorisé le relicenciement sous les versions ultérieures de la licence A
- ✗ Non, la distribution n'est pas possible sous la licence B

- ✓ Needs to harmonization
 - ✓ EOLE goals (FLOSS terminology)
 - ✓ Future of FLOS licences depends of their capacities to collaborate
 - ✓ **Creative Commons mechanism?**
 - ✓ **AFL/OSL**
 - ✓ **CeCILL-B/CeCILL-C or CeCILL-A**
 - ✓ If note, we can use exceptions or multilicences
- ✓ Communication is primordial
- ✓ Do we have to find an other definition? Is it possible?
 - ✓ Actual definitions are not able to solve this issues...
- ✓ What about normalization?
 - ✓ Afnor and co



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- ✓ Vivant (Michel), Le Stanc (Christian), et al., Lamy droit de l'informatique et des réseaux, éd 2005,
- ✓ ROSSI (MARIA ALESSANDRA), « Decoding the "FreeLOpen Source (FLOSS) Software Puzzle" a survey of theoretical and empirical contributions », Università degli Studi di Siena DIPARTIME
- ✓ Välimäki (Mikko), The Rise of Open Source Licensing : A Challenge to the Use of Intellectual Property in the Software Industry, Turre Publishing, 2005, CC by-sa-nd 2.0,
- ✓ Jean (Benjamin),
 - ✓ « Option libre » : Compatibilité entre contrats, DEA Droit des Créations Immatérielles, sous la direction du Professeur Michel Vivant, 2006, disponible sur le site, NTO DI ECONOMIA POLITICA, n. 424, Avril 2004.
 - ✓ La propriété intellectuelle dans l'industrie de l'open source, Gazette des nouvelles technologies, 2008
- ✓ Rosen (Lawrence E.),
 - ✓ « Open Source Licensing : Software Freedom and Intellectual Property Law », Upper Saddle River, N.J. : Prentice Hall PTR (2004),
 - ✓ « Derivative Works », 2002.
- ✓ ATICA, Guide de choix et d'usage des licences de logiciels libres pour les administrations, décembre 2002 ; Guide de choix et d'usage des licences de logiciels libres pour les administrations : Analyse détaillée des licences, décembre 2002.
- ✓ Yorick Cool, Philippe Laurent, Etienne Montero, Hakim Haouideg, Collectif, Les logiciels libres face au droit, ed. Bruylant, 2005

Thank you !



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