Negotiating Open Source

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Getting Here

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Myths & Misconceptions

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MYTH 1:

The GPL will make all my company's secrets public.

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MYTH 2:

Any and all extensions to code must be distributed.

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GPL v2+ is a distribution license, but there is no requirement to distribute.

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MYTH 3:

It is created by motivated volunteers in their basements.

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Open source projects are driven by a community of talented developers.

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Realities of open source

- Leverages code contributed by many others before, and giving back is the right thing to do.

- Contributing back builds the support base for the solution and reduces the risk of vendor lock-in

- Getting credit for open source contributions is great PR.

- The GPL gives clients the essential rights to exercise (they are able to view, modify, and redistribute their code).

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Git access agreement

To use Drupal's version control systems you must agree to the following:
I will only commit GPL V2+-licensed code and resources to Drupal code repositories.
I will only commit code and resources that I own or am permitted to distribute.
I will cooperate with the Drupal Security Team as needed.
I have read and will adhere to the Drupal Code of Conduct.
I agree to the Drupal Code Repository Terms of Service.

☐ I agree to these terms

Save

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Work for Hire

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1 a work prepared by an employee within the scope of his or her employment; or

2 a work specially ordered or commissioned for use as a contribution to a collective work, as a part of a motion picture or other audiovisual work, as a translation, as a supplementary work, as a compilation, as an instructional text, as a test, as answer material for a test, or as an atlas, if the parties expressly agree in a written instrument signed by them that the work shall be considered a work made for hire.

—United States Copyright Act of 1976

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Don't Give Up Copyright!

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Client protections

- Copyright on designs, content

- Protections on confidential information

- Perpetual, irrevocable, world-wide, non-exclusive, royalty free license to any custom code

- Right to distribute/retransfer/resell

- Right to alter

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Keep copyright. License under GPL v2 upon payment.

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Identify and exempt open source components from ownership transfer.

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The Deliverables hereunder including any open source components provided with them, may include certain third party open source and other free download components. Open Source software and any such third party licenses and third party-required notices for the Programs are identified in Exhibit X.
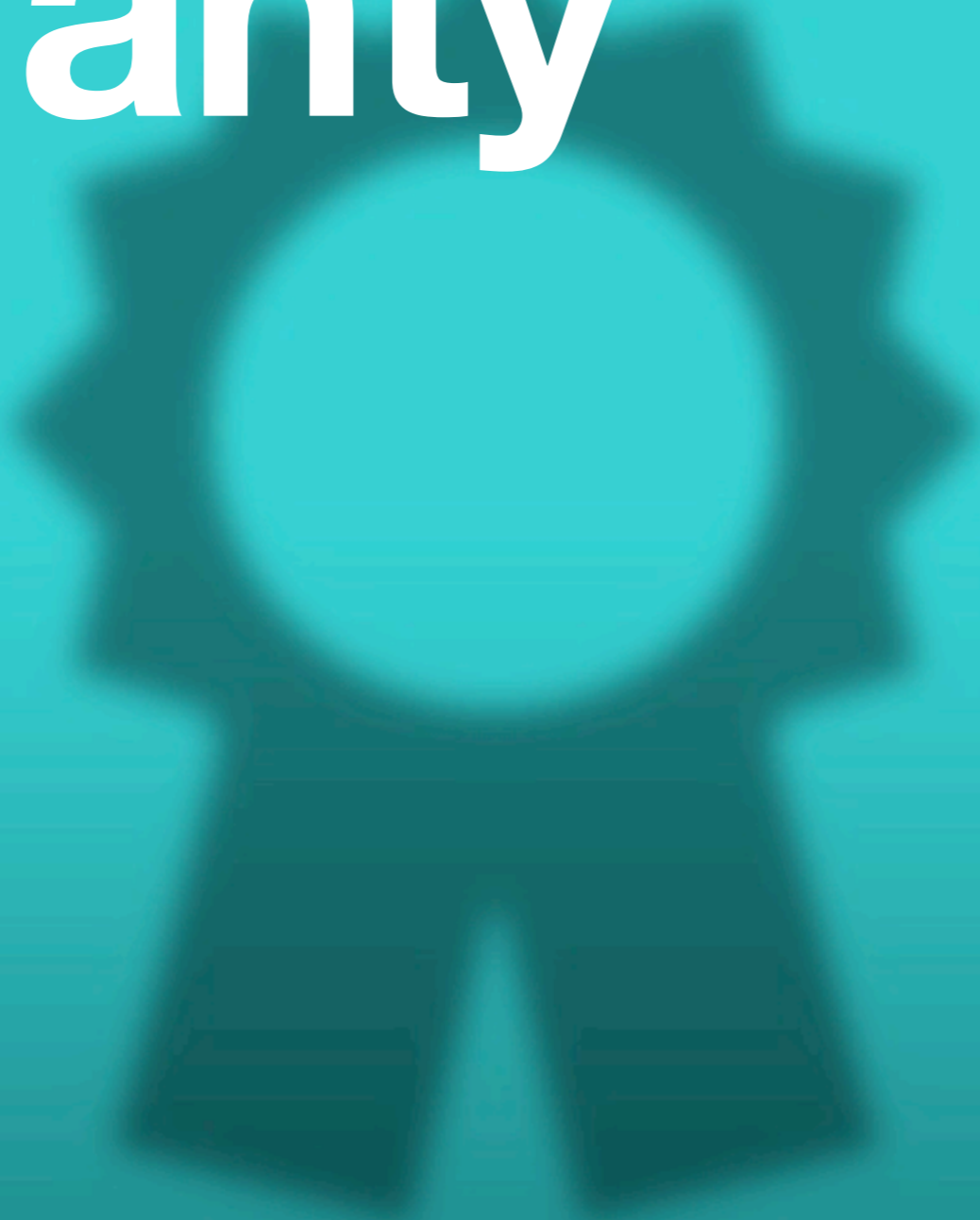
To the extent Open Source software is embedded into the Deliverable, Supplier owns any custom code embedded in Deliverables delivered under this schedule identified as Supplier Code at delivery.

—Sample custom code exemptions from ownership transfer/work for hire

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Transfer ownership upon full payment. Receive GPL v2 license back.

Warranty

WARRANTY:

No warranty. Support under Time and Materials Agreement (TMA).

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Full warranty of features in acceptance criteria.

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Checklist

☑ Listen for what client (or legal) actually needs

☑ Address ownership and licensing of custom code in writing

☑ Recognize and acknowledge open source software that will be used

☑ Document Warranty

☑ Be patient!

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Thanks!

- Any questions?

- Feedback welcome! Please fill out an evaluation.
  http://munich2012.drupal.org/program/sessions/negotiating-open-source

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