

Rationale for Choosing the CC0 1.0 for SPDX File Data

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Abstract

The SPDX Legal working group evaluated several license candidates that could be used to cover the data contained in a SPDX file and selected the Creative Commons CC0 1.0 - Universal Public Domain Dedication license. We present the license candidates that were considered and the respective pros and cons of each.

Keywords

License, PDDL, CCO, MIT, SPDX specification, Legal Working Group, data license.

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SPDX Report License

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1. Introduction

SPDX files represent a summary of license information extracted from software source code. The SPDX Legal working group evaluated several license candidates that could govern the data contained in a SPDX file. One challenge was to choose a license that would not imply the data contained in a SPDX file is copyright protected. On the other hand, in certain jurisdictions, data could be considered intellectual property. To accommodate the latter case, the SPDX working group sought a license that would mitigate the degree to which someone could obtain controlling IP rights over SPDX data. The goal was to identify a license that represented the best compromise in satisfying the following requirements: We were seeking a license that:

- would not imply that SPDX data is intellectual property;
- in jurisdictions that permit data to be intellectual property - prevents others from claiming controlling ownership over the data contained in a SPDX file;
- would not hinder adoption of the SPDX format by the open source community;
- would not convey any warranty;
- minimizes further license proliferation in the open source community;
- permits the exchange of SPDX files under confidentiality terms (potentially temporarily) for special situations that may require it.

In the report we present the license candidates that were considered and the respective pros and cons of each. After careful consideration and numerous discussions the SPDX Legal working group selected the CC0 1.0 - Universal Public Domain Dedication license. CC0 was the required data license starting with the SPDX 1.1 specification.

2. Public Domain Dedication and License (PDDL)

PDDL was the initially selected license for SPDX files as required by the SPDX 1.0 specification. PDDL was initially chosen because it was a “data” license. That is, it was design to be used with data as opposed to software or other copyrightable works. The reception of PDDL as the SPDX file data license has been mixed and somewhat controversial at times. A copy of the PDDL license can be found in the appendix of this document. Pros and cons of the PDDL are:

- Pros
 - Designed for licensing data.
 - Useful in jurisdictions where intellectual property rights are granted to data (bases).
 - Attempts to make data freely accessible (in a similar spirit that open source licenses do for software).
 - Permits the exchange of SPDX files under confidentiality terms.
- Cons
 - Lengthy license (6 pages) – will take time for people to review and understand.
 - Yet another new license for open source community to review, understand and accept. Would likely add friction to SPDX adoption.
 - A major open source foundation pointed out it would be hard to get PDDL approved by their organization as well as other foundations. This is especially true when considering a license that is not familiar to the community (as is the case with PDDL).
 - Use of the license implies that SPDX data is copyright protected.

3. MIT Style License

The license text is based on the MIT open source license. A copy of the MIT Style license draft can be found in the appendix of this document. Pros and cons of the MIT Style license are:

- Pros
 - Viewed more as a disclaimer notice than a data license. The intent is to view the SPDX file content as data as opposed to protected intellectual property.
 - Serves more as a license in jurisdictions where data is considered protectable intellectual property.
 - The license text is short and easy to understand.
 - The license is familiar to the open source community and would likely not add much friction to the adoption of SPDX.
 - Permits the exchange of SPDX files under confidentiality terms.
- Cons
 - The license is based on the MIT open source license which was designed to be used with software as opposed to data.

Requires attribution. Many different SPDX files used in a project or supply chain may potentially require the publication of many different attribution notices.

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- Pros
 - License text is short and easy to understand.

- License is familiar to the open source community and therefore would likely not to add significant friction to the adoption of SPDX.
- Achieves object of having the data be considered public domain in those jurisdictions where data can be protected as intellectual property.
- Permits the exchange of SPDX files under confidentiality terms.
- License was designed to be used with data.
- Cons.
 - Use of the license implies that SPDX data is copyright protected.

5. No License Provided

One option is to take the position that no license applies. Pros and cons of selecting no license are:

- Pros
 - Easy to understand. Does not add friction to adoption of SPDX.
 - Promotes the idea that the SPDX data is not intellectual property (e.g., not copyrightable).
 - Permits the exchange of SPDX files under confidentiality terms.
- Cons
 - Does not prevent one from trying to obtain controlling rights in jurisdictions where data is potentially considered intellectual property.

6. Appendix: Public Domain Dedication and License (PDDL) Text

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8. Appendix: CC0 1.0

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