

UDEF IP and Licensing Statement of Intent

Issue 1.3, 1st August 2005

Scope

This statement defines the principles that shall apply to the exercising by The Open Group of any rights in Intellectual Property (IP) in the Universal Data Element Framework (UDEF) that it may acquire from the current owners of such rights or through its own activities in developing the UDEF.

The UDEF IP that is subject to this statement may include:

- The concept of the UDEF;
- The UDEF data element object class and property identifiers, names, and descriptions; and
- Mappings of UDEF identifiers to identifiers defined by other standards.

(The IP in a mapping to another standard is likely to be jointly owned by the owner of that standard.)

Purpose

The purpose of the principles defined by this statement is to foster the successful development and deployment of the UDEF.

A UDEF registry and other infrastructure are needed for successful development and deployment. Licensing of IP may be used to cover part of the costs of this.

It is important to maintain a single standard definition of the UDEF. Conditions for use of the UDEF may be set as appropriate to achieve this.

Principles

1. The UDEF data element object class and property identifiers, names, and descriptions shall be freely available to view on the World Wide Web.
2. Collections of UDEF data element object class and property identifiers, names, and descriptions may be made available in other forms (such as XML files). A charge may be made.
3. Anyone shall be granted a non-exclusive, worldwide, royalty-free copyright license to use, copy, prepare derivative works of, and display the UDEF intellectual property.
4. For non-commercial use, grant of the license shall be free of charge. The current intent is to utilize a license similar to an open source license or to the licenses used by The Open Group for TOGAF (see <http://www.opengroup.org/architecture/togaf8/index8.htm#download>).
5. For commercial use, a license fee may be payable.
6. License fees shall be on the basis of right to use for a period of time, not on a fee-per-copy basis.
7. The license shall require that the identifiers, names and descriptions are not changed by the user, and that further identifiers, names and descriptions are not added except in prescribed ways (which will be described in a standard).

8. Standards bodies shall be encouraged to co-operate with The Open Group in the definition of mappings of UDEF identifiers to identifiers defined by their standards.
9. Where such mappings are defined, the relevant standards bodies shall be encouraged to make their intellectual property in such mappings available under similar terms to those of this statement, but this shall not be a mandatory condition.
10. Materials submitted to The Open Group as part of the consensus process for extending the UDEF shall be warranted to be freely usable so that the UDEF definitions can be offered unencumbered.
11. A charge may be made for submission of proposals to extend the UDEF.
12. All fees and charges shall be reasonable and non-discriminatory.
13. A special scale of fees and charges may apply to members of the UDEF Forum.
14. The license shall as far as possible exclude all liability by the IP owners for any consequences to users of using the UDEF.
15. These principles shall apply both before and after the establishment of the UDEF Global Registry (although availability of UDEF data element object class and property identifiers, names, and descriptions is likely to be restricted before that time to publication on the World Wide Web and as a single downloadable XML file).