Software Licensing Policy for the Open Source Application Development Portal (OSADP)

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16. Abstract

This document defines the policies associated with licensing code that is made publically available through the Open Source Application Development Portal (OSADP). The default standard license to be used for contributions is the Apache 2.0 license; however acceptable alternatives are also defined in the policy. The policy also defines the three use cases for code contributions to the OSADP. These three cases result in two possible licensing arrangements for code downloaded from the OSADP. Any code that does not meet one of the three acceptable contribution requirements will not be accepted by the OSADP (the appropriate license is just one of several criteria that contributions must meet before being accepted).

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Executive Summary

This document defines the policies associated with licensing code that is made publically available through the Open Source Application Development Portal (OSADP). The default standard license to be used for contributions is the Apache 2.0 license; however three acceptable alternatives for code contributions are also defined in the policy: the Modified BSD License, the MIT License, and placement of the code in the public domain. The policy also defines the three use cases for code contributions to the OSADP. These three cases result in two possible licensing arrangements for code downloaded from the OSADP. Any code that does not meet one of the three acceptable contribution requirements will not be accepted by the OSADP (the appropriate license is just one of several criteria that contributions must meet before being accepted).

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1 Introduction

1.1 Purpose

The purpose of this document is to lay out the open source software licensing policy for software code contributed to and downloaded from the Open Source Application Development Portal (OSADP). It documents the policies and provides the appropriate text and agreement language to be posted on the OSADP.

1.2 Overview

This software licensing policy defines three acceptable use cases for code contributions to the OSADP. These three cases result in two possible licensing arrangements for code downloaded from the OSADP. Any code that does not meet one of the three acceptable contribution requirements will not be accepted by the OSADP (the appropriate license is just one of several criteria that contributions must meet before being accepted).

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2 General Policies

The preferred license for both incoming open source contributions, and outgoing license terms is the Apache 2.0 license (see APPENDIX B.). However, two other open source licenses that are compatible with the Apache 2.0 license are also acceptable, as is code that has been placed in the public domain. The other acceptable open source licenses are:

- The current, 3-clause BSD license, also referred to as the "Revised BSD License", "New BSD License", or "Modified BSD License" (see APPENDIX C.)
- The MIT license (see APPENDIX C. APPENDIX D.)

No other code will be housed on or made available for distribution through the OSADP. This restriction includes code licensed under other open source licenses, including restrictive "copy-left licenses," the most common of which is the Gnu General Public License (GPL). This restriction on acceptable open source licenses is made for two reasons: the complexity of managing the various features of too many licenses and the restrictiveness of the GPL downstream.
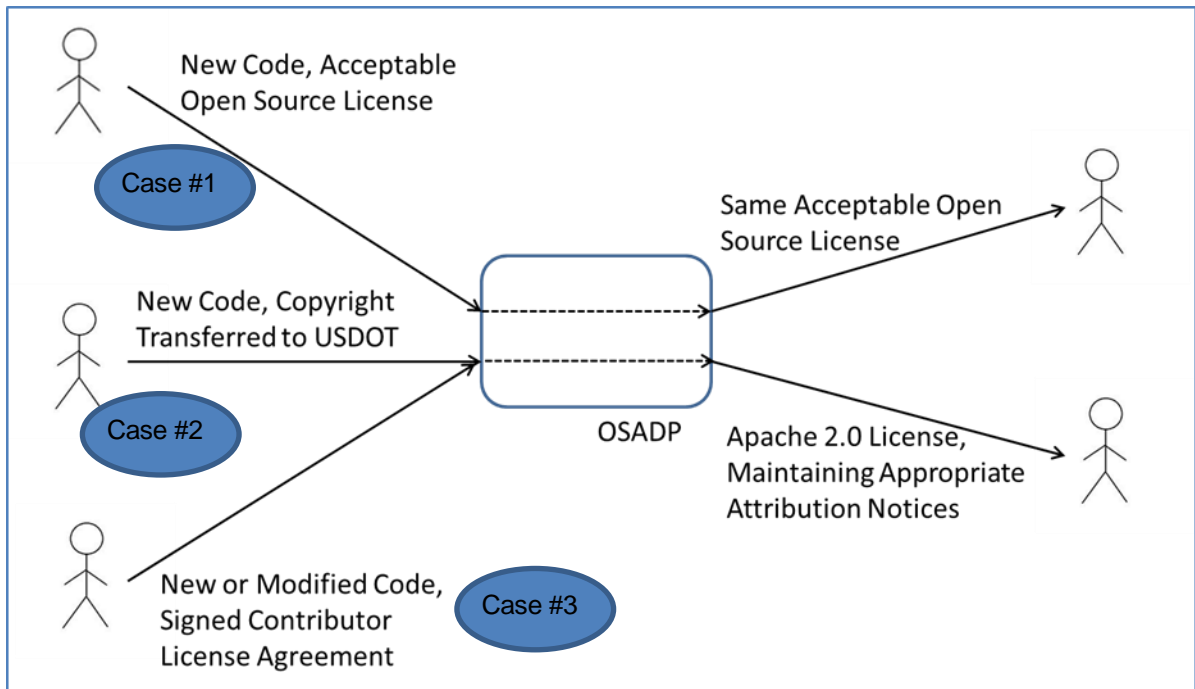
2.1 Specific Policies

Figure 1 shows the three use cases under which contributors may provide new or modified code to be considered for distribution through the OSADP. The three cases are:

1) Code whose copyright owner has released the code under an acceptable open source license
2) Code where the original copyright owner has transferred ownership of that copyright to USDOT
3) Code contributed under a signed Contributor License Agreement granting broad rights to USDOT that are compatible with the USDOT redistributing the code under the Apache 2.0 license.

These three cases apply regardless of the circumstances under which the code is provided, including: code development that is fully or partially paid for by USDOT (whether under a contract, grant, or cooperative agreement), code that is developed through a Federal government challenge program, and code that is voluntarily donated.

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Figure 2-1: Code Contribution Use Cases

2.1.1 Case 1: New Code, Acceptable Open Source License

In this use case, contributors maintain copyright ownership on the code they have developed. They agree to license the submitted code that they have developed under one of the three acceptable open source licenses defined above, or explicitly declared the code to be released to the public domain. As part of the uploading process, they must explicitly state the license under which they are providing the code, and attach the appropriate markings to the submitted material. As stated above, the preferred license is the Apache 2.0 license.

In the case of code developed as part of a contract, grant, cooperative agreement, or challenge, ownership and licensing terms will have been covered in the contract or the terms and conditions of the challenge. For any acquisition activity where it is anticipated that code should be placed on the OSADP, language should be included requiring the code developer to either release the code under an acceptable open source license, place the code in the public domain, or transfer ownership to the USDOT (see Case 2, below). Whenever possible, the USDOT will require the Apache 2.0 license. If, for some reason, the Apache 2.0 license is not acceptable or appropriate, one of the other acceptable licenses may be used.

Submitters must certify that to the best of their knowledge, they have the right to submit all code, including the portions that they wrote and any other code that forms part of the package (i.e., that the remaining portions of the code have been licensed under a compatible open source license or has been placed in the public domain). Standard language that the submitter is be required to sign is provided in APPENDIX E.

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Any software code covered by this case that is accepted and made available for download on the OSADP will be made available under the same original license provided by the code owner. See the Licenses on Outgoing Code section for more information.

2.1.2   Case 2: New Code, Copyright Transferred to USDOT

Under this use case, the contributing code developer transfers ownership (the copyright) of the code that they have developed to the USDOT*. This case is limited to contributions made by developers under a contract, grant, or cooperative agreement that includes the transfer of ownership of the code to the USDOT.*

Submitters must declare that they own the copyright of all code submitted in accordance with whatever language is included in the contract, grant, or cooperative agreement.

Any software code covered by this case that is accepted and made available for download on the OSADP will be made available under the Apache 2.0 license. See the Licenses on Outgoing Code section for more information.

2.1.3   Case 3: New or Modified Code, Signed Contributor License Agreement

This use case covers contributors submitting modifications to existing code that is either in the public domain or licensed under one of the three acceptable open source licenses.[1] It is also an acceptable alternative for cases involving entirely new software modules.

The developer retains ownership of the code (the copyright). The developer, through a completed USDOT Contributor License Agreement (see APPENDIX F.) grants a broad license to the USDOT that, among other rights, allows the USDOT to relicense the code to others under the Apache 2.0 license.

USDOT will ensure that any appropriate attribution notices associated with the original code are maintained.

2.1.4   Licenses for Outgoing Code

For Case 1 (copyright ownership retained by developer, code provided under acceptable license or public domain), the code, if accepted, will be made available under the same license agreement that it was contributed under. USDOT is simply providing a portal through which the code is made available.

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[1] It is our understanding that modifications of code originally in the public domain or originally licensed under either the Apache 2.0 license, the modified BSD license, or the MIT license may be licensed under the Apache 2.0 code, provided any appropriate attribution notices are maintained. This is one of the reasons for only allowing these three licenses (along with items in the public domain) to be used for code made available through the OSADP.

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For Cases 2 (copyright ownership has been transferred to the U.S. Government) and 3 (contributor has completed a USDOT Contributor License Agreement), the code, if accepted, will be released by USDOT under the Apache 2.0 License.

Only registered users will be allowed to download code. As part of the registration process, users will be required to check a box indicating that they agree to follow all terms and conditions associated with the OSADP, including compliance with all license terms on downloaded software (see APPENDIX G. for the language that will be included in the registration terms and conditions). (Registration is not a requirement of the open source license; however it is required for other reasons by the OSADP's administrative policy.).

The summary information shown to registered users for each software package will include the name of the license under which the code is provided.

The appropriate notices and markup for the license associated with each set of code will be included as part of each download.

2.1.5 Record Keeping

All signed contributor agreements (signed forms for Contributors Providing Code Under an Existing Open Source License (see APPENDIX E.) and signed Contributor License Agreements (see APPENDIX F.) will be stored and maintained in accordance with the appropriate FHWA record-keeping policies. The Associate Administrator for FHWA Office of Operations or his authorized designee will sign the Contributor License Agreements on behalf of USDOT.

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APPENDIX A.   List of Acronyms

APC	Automatic Passenger Counter
ATIS	Advanced Traveler Information Systems
ATA	American Trucking Associations
ATM	Advanced Traffic Management
ATM	Automatic Teller Machine
ATMS	Advanced Traffic Management System
ATRI	American Transportation Research Institute
AVL	Automatic Vehicle Location
BCDLL	Benefits, Costs, Deployment and Lessons Learned
BPM	Business Process Management
CACT	California Connected Traveler
CAD	Computer Aided Dispatch
CCTV	Circuit Television
CVISN	Commercial Vehicle Information System and Network
CVO	Commercial Vehicle Operations
CVT	Connected Vehicle Technology
DMS	Dynamic Message Signs
DOI	Diffusion of Innovations
DOT	Department of Transportation
DSRC	Dedicated Short Range Communications
DTA	Dynamic Traffic Assignment
DTV	Digital Television
EFM	Electronic Freight Management
EOBR	Electronic Onboard Recorder
ERP	Enterprise Resource Planning
ETC	Electronic Toll Collection
EMS	Emergency Medical Services
EVP	Emergency Vehicle Preemption
FCC	Federal Communications Commission
FHWA	Federal Highway Administration
FMCSA	Federal Motor Carrier Safety Administration
GAO	Government Accountability Office
GIS	Geographic Information System
GPS	Global Positioning System
HAR	Highway Advisory Radio
HDC	Highway Data Collection

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HOS	Hours of Service
ICM	Integrated Corridor Management
IRC	Interregional Corridor
ITS	Intelligent Transportation Systems
JPO	Joint Program Office
MARTA	Metropolitan Atlanta Rapid Transit Authority
MDI	Model Deployment Initiative
MIS	Management Information System
MIT	Massachusetts Institute of Technology
MMDI	Metropolitan Model Deployment Initiative
MOE	Measures of Effectiveness
MPO	Metropolitan Planning Organization
MTA	Metropolitan Transportation Authority
NAV	In-vehicle Navigation
NCHRP	National Cooperative Highway Research Program
NHTSA	National Highway Traffic Safety Administration
NPRM	Notice of Proposed Rule Making
NYU	New York University
OEM	Original Equipment Manufacturer
OSS	Onboard Safety System
PCB	Professional Capacity Building
PDA	Personal Digital Assistant
R&D	Research and Development
RITA	Research and Innovative Technology Administration
RFID	Radio Frequency Identification
RFTP	Request for Task Proposal
RM	Ramp Meter
ROI	Return on Investment
RT	Real Time
SAIC	Science Applications International Corporation
SEPTA	Southeastern Pennsylvania Transportation Authority
SR	State Road
SWIFT	Seattle Wide-area Information for Travelers
TAM	Technology Acceptance Model
TMC	Transportation Management Center
TMS	Traffic Management System
TRB	Transportation Research Board
TRID	Transportation Research International Documentation

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TSP	Traffic Signal Priority; Transit Signal Priority
URL	Uniform Resource Locator
USDOT	U.S. Department of Transportation
UTAUT	Unified Theory of Acceptance and Use of Technology
VDC	Vehicle Data Collection
VMS	Variable Message Sign
VMT	Vehicle Miles Traveled
WMATA	Washington Metropolitan Area Transit Authority

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APPENDIX B.   Apache 2.0 License Text[2]

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[2] See http://www.apache.org/licenses/LICENSE-2.0

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APPENDIX C.   Modified BSD License Text[3]

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[3] See http://opensource.org/licenses/BSD-3-Clause

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APPENDIX D.   MIT License Text[4]

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APPENDIX E. Standard Text for Contributors Providing Code Under an Existing Open Source License

The following text will appear in the section of the website that allows authorized users to upload contributions to be considered for hosting and distribution on the OSADP and they have clicked on the selection that the code is new and licensed under an acceptable open source license or placed in the public domain:

In order to contribute code, you must certify that you are the copyright owner or, if you are an employee and your organization owns the code, you must be authorized by your organization to provide this code and, in either case, to certify that it has been released under the specified open source license. The USDOT prefers code that is provided under the Apache 2.0 license, however, there are several acceptable alternatives, as described in the form below.

The US DOT has the right but not the duty to review contributed code and may delay or refuse to post contributions for any reason including but not limited to the reality or appearance of: infringement of others' intellectual property rights or lack of relevance to the OSADP mission.

Each time you make a submission of new code, you must complete and sign the following certification in black ink, and either fax it to:

[Fill in USDOT fax number for OSADP here]

or scan it and email it in PDF format to:

[Fill in USDOT email address for OSADP here]

Please read this document carefully before signing and keep a copy for your records.

I certify that (check and initial one):

☐ _____ I am the copyright owner for the code I am submitting

☐ _____ I am an employee of the copyright owning organization and have been authorized to submit the code and sign this certification on behalf of my organization.

I further certify that the code being submitted (check and initial one):

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APPENDIX F.   USDOT Contributor License Agreement (CLA)

Text to be displayed when a registered user selects to option of contributing software

> In order to contribute code to the OSADP, you must be the copyright owner or, if you are an employee and your organization owns the code, you must be authorized by your organization to provide this code. In addition, one of the following must be true:
>
> - This is new code and it has either been released to the public domain or made available under one of the following licenses:
>   - The Apache 2.0 license, which is the preferred default
>   - The current, 3-clause BSD license, also referred to as the "Revised BSD License", "New BSD License", or "Modified BSD License"
>   - The MIT license
>
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There will be hyperlinks to each of the licenses mentioned above. The word "here" in the first major bullet will link to the text shown in APPENDIX E. , and the word "here" in the last bullet will link to the CLA (below).

USDOT Contributor License Agreement (CLA) [5]

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Fax number: [Fill in USDOT OSADP fax number here]

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[5] Taken from the United States Government Open Source Software Contributor License Agreement v1.0 used by GAO for the IT Dashboard project. Marked up changes are just to change over from GAO to USDOT. It is clear from the language that the GAO's agreement is heavily based on the one used by the Apache Foundation, and that original language was written to ensure that the resulting modified code could then be released under the Apache 2.0 license.

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