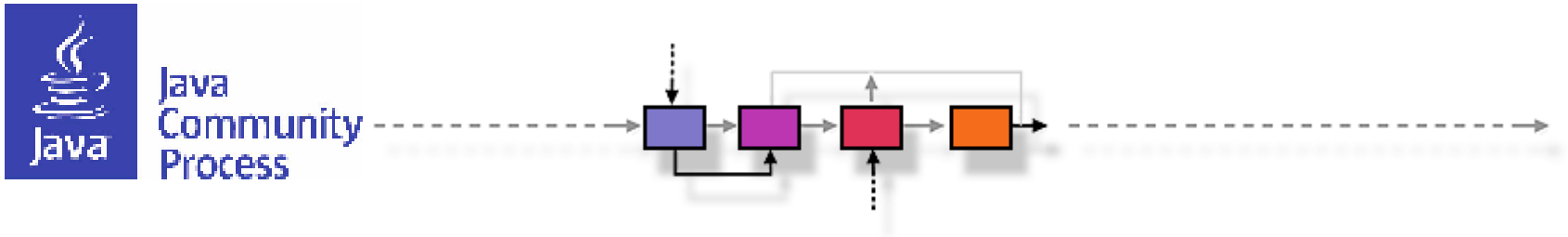
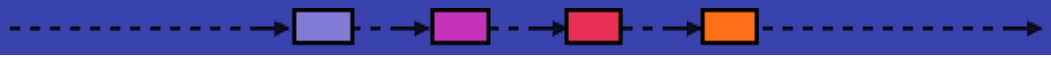


JSR 358 Expert Group Session

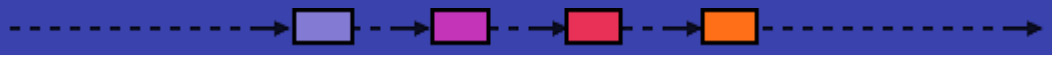
May 14-15, 2013

Agenda



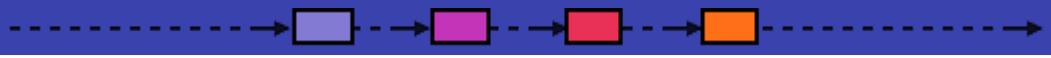
- Independent Implementations
- Compatibility
- Licensing and open source
- Transparency
- Patent policy
- The role of individuals
- Fee structure
- The role of the RI
- TCK changes
- Expert Group dissolution
- Withdrawal of IP
- End of life for JSRs
- Escrow process
- Refactor the JSPA
- Collaboration with other SDOs
- Cleanup
- Implementation

Independent Implementations



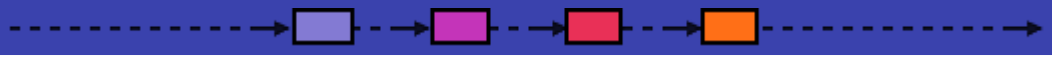
- The JSPA explicitly grants the right to create Independent Implementations (not derived from the RI.)
- Many believe that the Field Of Use language in the SE7 TCK license restricted this right by preventing Apache from releasing their implementation of Java SE.
- EC members have requested that FOU language be clarified in the next version of the JSPA.
  - If FOU restrictions are not prohibited they should be permitted to all.

Oracle response



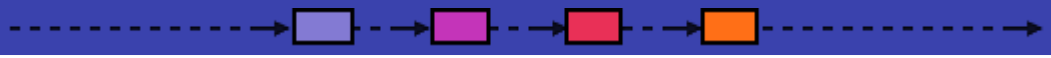
"Oracle reserves the right to apply Field of Use restrictions to the Java platform JSRs but is willing to modify the JSPA to clarify that all Spec Leads have this right with respect to their own JSRs. Since licensing terms must be disclosed when a JSR is submitted this would necessarily require the disclosure of FOU terms. EC members would obviously take any such restrictions into account before voting to approve the JSR, and similarly Oracle would take them into consideration when deciding whether or not to incorporate third-party JSRs into the Java platforms."

Compatibility



- Sun/Oracle have consistently insisted on strong compatibility requirements that prohibit incompatible implementations.
- Others argue that incompatible implementations are permissible so long as these do not use the Java name.
- Open-source licenses by definition cannot mandate compatibility – how to reconcile?
- Ensure that the JSPA defines a clear policy on compatibility and that this is addressed in any recommended or required licenses.
- Should we continue to insist that compatibility is binary, or should we permit incompatible implementations under some circumstances?
  - E.g. the *Transplant JSR* proposal from JSR 306.

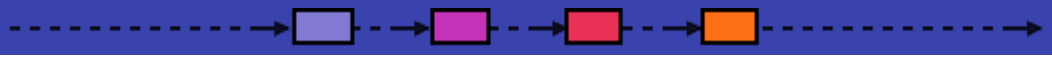
Oracle response



“Oracle continues to believes that strong compatibility requirements are essential to the success of the Java platform and that the integrity of the platform is best maintained if these requirements are absolute and unambiguous – all implementations must be compatible at all times and under all circumstances.”

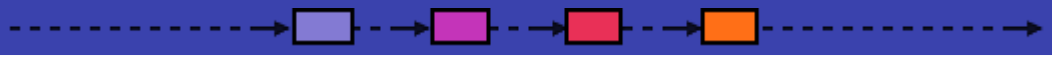
Java Community Process

Licensing and Open Source (1)



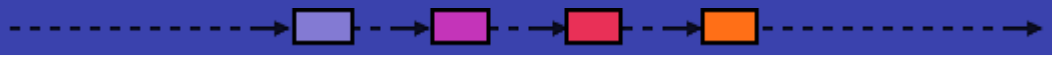
- The JSPA permits each Spec Lead to choose the license terms for the three JSR deliverables (Spec, RI, and TCK.)
  - Subject to Oracle Legal's review of proposed license terms.
- The review process is time-consuming and contentious, and the multiplicity of licenses is difficult for licensees.
- More consistency – perhaps even a standardization of licenses – would be helpful.
- Ensure that we have a clear policy re open-source projects and that language in the JSPA (for example, the language on Independent Implementations) is consistent with that policy.

Licensing and Open Source (2)



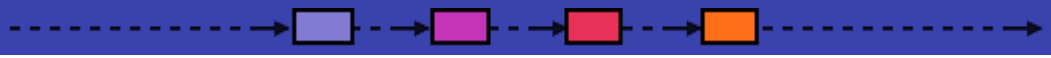
- Sun/Oracle have consistently opposed the use of Spec licenses that do not impose strong compatibility requirements.
  - Requests to use the Apache license for Specs have been rejected – the “standard” Spec license (with its strong compatibility requirements) is mandated.
- Oracle does not adopt the Apache license for RIs and TCKs but has not opposed others doing so.
- The process whereby Oracle Legal reviews licensing terms must be documented.

Licensing and Open Source (3)



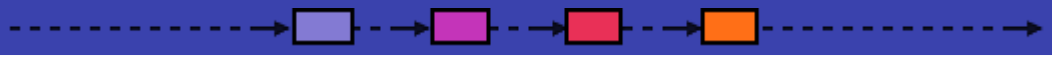
- Start from first principles: what do we want our licensing terms to achieve? For example:
  - Full ex-ante disclosure is required.
  - The license that is disclosed during JSR development must be available to everyone, and once offered a license must continue to be offered. (Additional licenses, which might be not be available to all implementers, would be permitted.)
  - TCK licenses should offer implementers a reasonable "runway" rather than being withdraw-able on short notice. Implementers need to be able to develop multi-year product strategies.

Oracle response



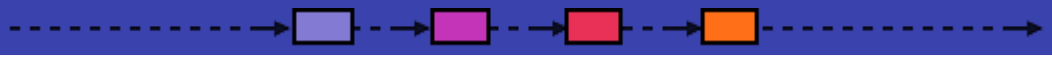
"Oracle believes strongly that compatibility must be maintained. For this reason, all JSRs should use the *Oracle standard Spec license* that includes strong compatibility requirements. Oracle supports the effort to define recommended or approved licenses for the RI and TCK, and do not oppose the use of open-source licenses for either of these components. They insist, however, that commercial TCK licenses be permitted to enable Spec Leads to recover the sometimes-substantial costs of developing the TCK."

Transparency



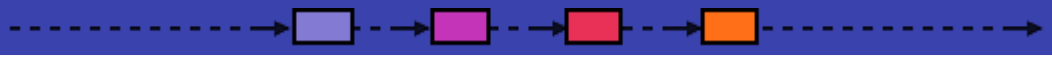
- JSR 348 mandated transparent Expert Group operations.
- Ensure that the JSPA and license terms do not inhibit or conflict with these requirements, for example by permitting or mandating confidentiality.
- JSR 348 also enables non-JCP members to contribute to the work of Expert Groups (for example, by commenting on public mailing lists.)
- Ensure that appropriate Terms of Use granting IP rights to the Spec Lead are applied when non-members participate in or comment on the work of Expert Groups.

Patent policy



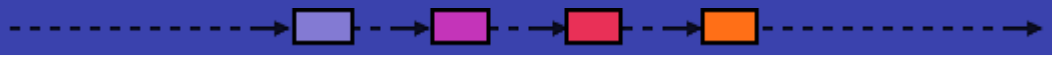
- JSR 306 included language mandating non-assertion patent policies.
  - Do we still wish to pursue this?
- Section 6 of the JSPA (Special Patent Considerations) requires that all JCP members, even those who do not participate in the development of a JSR, grant essential patent rights to all licensees of that JSR.
  - This provision may be a barrier to corporate participation.
  - Could it even be enforced against individuals or their employers?

The role of individuals



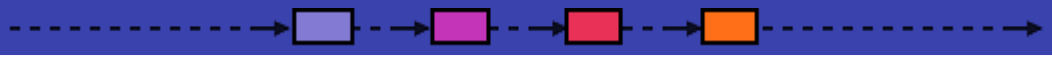
- Individuals may join the JCP in their own right.
- When they do so they make IP grants only for a specific JSR rather than the broader grants (for all JSRs) that organizations make under Section 6 of the JSPA.
- Their employer must sign Exhibit B but this simply states that the employer waives any claims it might otherwise have to IP contributed by the individual.
  - The employer makes **no IP grants**, even if the employee is effectively acting as its *Agent*.
- Members of non-commercial organizations such as JUGs (which may not even be legal entities) have no *Agent* relationship with the organization, yet claim the right to participate in the JCP as an *associate* of the organization.

Fee structure



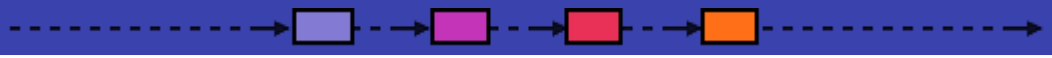
- Since membership fees are defined in the JSPA, if we wish to change them this is our opportunity.
- Although our fees are low compared to other standards organizations we get significant resistance to paying them.
- Some commercial organizations avoid paying fees by encouraging their employees to join as individuals.
- Possible changes:
  - A lower rate for small commercial entities.
  - Lowering or eliminating the fees for non-profits.
- Move the fee-structure language from the JSPA to the Process Document so we can more easily fine-tune it.

The role of the RI



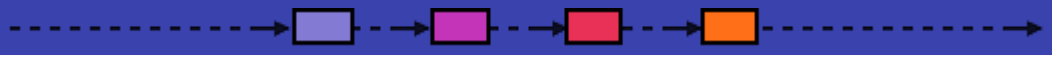
- The JSPA currently conflates two roles for the RI - these should be clarified:
  - A proof-of concept implementation that is used by implementers as an aid to testing and debugging their implementation.
  - The form in which the Spec Lead licenses its implementation for the creation of derivative works.
- Mandate that a binary RI must be released (the former role cannot be fulfilled without a binary.)

TCK changes



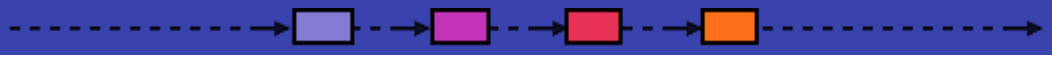
- The Process Document contains language intended to ensure TCK quality, but this is typically not enforced.
- EC members have an obligation to review TCKs for quality before voting their Final Approval, but many do not.
- Should we enforce or strengthen TCK quality requirements?
- Oracle's TCK licenses (but few - if any - others) contain language intended to prohibit the development of competing TCKs.
- EC members have argued that this violates the transparency requirements of JSR 348.

Expert Group dissolution



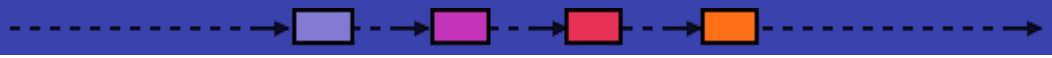
- The current version of the JSPA states that the Expert Group must dissolve at Final Release.
  - Because we don't fully specify how IP rights flow during the Maintenance process?
- This requirement runs counter to modern software development practices and to our desire that the Spec Lead make a long-term commitment to maintain the technology.
- Modify the Process Document to permit the Expert Group to take responsibility for Maintenance?

Withdrawal of IP grants



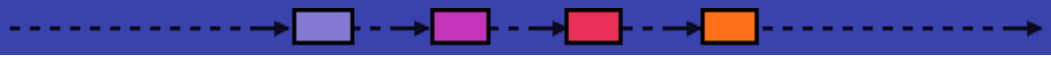
- Should people be permitted to withdraw their IP grants? At any time?
- JSPA Section 4D *Withdrawal of Contributions due to Change in Announced License Terms* says Yes.
- Review this language - make sure it's consistent with possibly-changed processes.

End of Life for JSRs



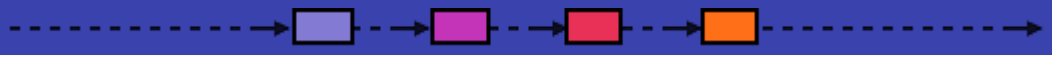
- All technologies reach a natural end of life but there's no allowance for this in the JSPA.
- Clarify whether the obligation to license the Spec, RI, and TCK is "perpetual" and if not, the circumstances under which the obligation expires.
  - Is the Spec Lead obliged to provide a functional TCK 20 years after Final Release?

Escrow process



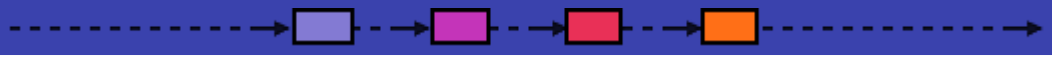
- Should IP ownership default to a neutral third-party via an escrow process if the Spec Lead abandons the JSR or if bankruptcy proceedings become stalled?
- NOTE: We had difficulties several years ago when JCP member company Qisda, which was Spec Lead for several critical Java ME JSRs, went bankrupt.

Refactor the JSPA



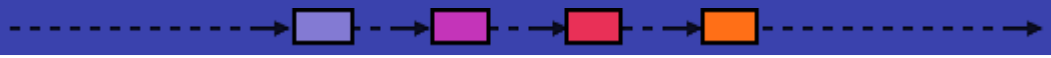
- Non-corporate members often complain that the JSPA is intimidating, and that signing it is a barrier to their full participation in the JCP.
- Refactor the JSPA into two documents to make it simpler and less intimidating for individuals:
  - A simple membership agreement for those who want voting privileges and the right to serve on Expert Groups but who will not serve as Spec Leads.
  - A complete agreement that spells out the Spec Lead's licensing obligations.
- NOTE: unless we eliminate *Section 6: Special Patent Considerations* for individuals, the resulting document would not be significantly simpler.

Collaboration with other SDOs



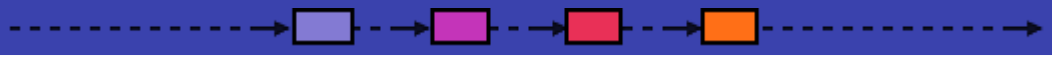
- Other standards organizations sometimes wish to reference JCP specifications.
- Where reasonable, modify the JSPA so that it does not impose obstacles to such collaboration.

Cleanup

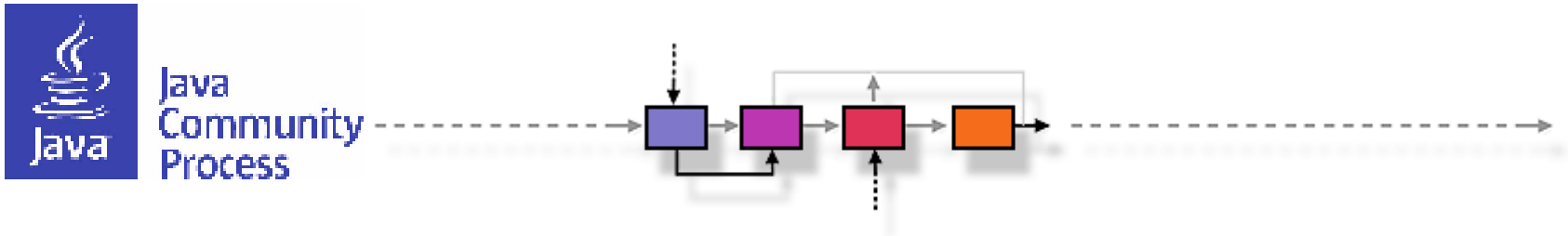


- Phase-out the Individual Expert Participation Agreement (IEPA) provisions - no longer used.
- Do we need a formal Early Draft Review now that we have transparency requirements and EGs continuously publish work-in-progress?

Implementation



- How should the new JSPA will be phased in?
  - All new JSRs must adopt the latest JSPA. This implies that the Spec Lead and EG members must sign it when the JSR is submitted.
- Specify whether the new Process Doc terms will apply to Maintenance Releases of existing JSRs.
- Modify existing language to permit some or all Process Doc changes to be applied to in-flight JSRs?



Thank You!

http://jcp.org