

# **ADA DEVELOPERS COOPERATIVE LICENSE (Draft),**

## **Version 0.3**

**Robert C. Leif**

### **0. Preamble.**

#### **0.1 Other Related Documents**

The causes of the relative commercial failure of Ada, a description of Version 0.2 of this document, and the necessity for defining an entity to manage the Ada Developers Cooperative including the final drafting of this document were discussed at the SIGAda '98 Workshop on "How to Expedite the Commercial Use of Ada." A report on this Workshop has been written and submitted to Ada Letters. There was a consensus that the material developed according to the Ada Developers Cooperative License should be supplied as "Open Source". A very preliminary description of the Ada Developers Cooperative will be provided in a separate document.

#### **0.2. Necessity for Creation of the License**

Two critical factors required for the commercial success of a technology are 1) the technology must have some inherent utility and 2) there must be a strong economic benefit connected with its adaptation. The relative commercial failure of Ada obviously is not the result of a lack of utility. If utility were the only criterion, there would be no need for this document. However, economic benefit can easily overshadow utility.

The creation of an Ada Developers Cooperative including the License specified below should increase economic motivation for the use of Ada and concomitant good software engineering practices. The quality of the design of a programming language and of the available compilers, although of significance, is often of less significance than the quality of the programming environments and libraries. If a library does not exist, then it cannot win on quality. Therefore, the formation of the Ada Developers Cooperative and the use of a standard licence is a means for providing a strong economic incentive for the creation and use of Ada libraries.

#### **0.3. Other Relevant Documents**

Because of the international nature of the Ada community, international agreements have been cited as nominative.

It is also a matter of simple justice and equity that the creators of software should economically benefit from their labor. This right is explicitly established by WIPO Copyright Treaty, adopted by the Diplomatic Conference on December 20, 1996.

##### **Article 4 - Computer Programs**

Computer programs are protected as literary works within the meaning of Article 2 of the Berne Convention. Such protection applies to computer programs, whatever may be the mode or form of their expression.

##### **Article 6 - Right of Distribution**

(1) Authors of literary and artistic works shall enjoy the exclusive right of authorizing the making available to the public of the original and copies of their works through sale or

other transfer of ownership.

(2) Nothing in this Treaty shall affect the freedom of Contracting Parties to determine the conditions, if any, under which the exhaustion of the right in paragraph (1) applies after the first sale or other transfer of ownership of the original or a copy of the work with the authorization of the author.

#### Article 7 - Right of Rental

(1) Authors of:

(i) computer programs;

(ii) cinematographic works; and

(iii) works embodied in phonograms as determined in the national law of Contracting Parties,

shall enjoy the exclusive right of authorizing commercial rental to the public of the originals or copies of their works.

### 0.4. Status

This document has not been completed because it requires input from the interested parties. Hopefully, a significant number of the readers of Ada Letters. I have indicated numerical values and other items where there is an obvious question or were only based on my own feelings by “?”. My belief is that it is appropriate to incubate this project on the CAUWG (Commercial Ada Users Group) Web site

(<http://www.acm.org/sigada/wg/cauwg/cauwg.html>. However, this project should be moved from that venue prior or at least at the time any software is licensed under a future version of this license.

### 0.5. Acknowledgment

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I am indebted to Currie Colket for his wise council and patience, John T Apa for his efforts with the CAUWG Web site, and to Ann Eustice Brandon and Ben Brosgol for their approving the use of the CAUWG Web site to refine this and the other drafts of documents I have posted there.

## 1. Definitions.

**1.1. “Ada”** means the programming language Ada, as specified in IEC/ANSI/ISO 8652:1995 or any successor as specified by ISO (International Organization for Standardization).

**1.2. “Current version of Ada”** means the version last specified by ISO.

**1.3. “Previous version of Ada”** means any version of Ada before the **Current version of Ada**.

**1.4. “Ada Source Text”** means the information which is understandable by both humans and computers. The convention for other programming languages is to refer to this information as **“Source Code”**. All references to Source Text in this document refer to **Ada Source Text**.

- 1.5. “United States Dollars”** means the currency of the United States of America adjusted for changes in value starting on 1 January, 1999.
- 1.6. “Compressed Ada Source Text”** means a file which after translation by a computer program becomes **Ada Source Text**. To qualify for this license, inexpensive (less than \$100 US United States Dollars), appropriate decompression or de-archiving software programs to translate the compressed or archived file must be available for at least eighty percent of the world’s total population of personal computers and workstations which have been manufactured during the preceding five years.
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- 1.11. “Translated Source Code Copyright owner”**, means the owner of source code in another language that was translated into Ada by the Source Code Translator.
- 1.12. “Covered Source Text”** means the Original Source Text or Modifications or the combination of the Original Source Text and Modifications, in each case including portions thereof.
- 1.13. “Electronic Distribution Mechanism”** means a mechanism generally accepted in the software development community for the electronic transfer of data.
- 1.14. “Executable”** means Covered Source Text in any form other than Source Text or Compressed Source Text.
- 1.15. “Initial Developer”** means the individual or entity identified as the Initial Developer in the Source Text notice required by **EXHIBIT A** (see below).
- 1.16. “Larger Work”** means a work which combines Covered Source Text or portions thereof with Source Text not governed by the terms of this License.
- 1.17. “License”** means this document which starts at Section 1. Definitions.
- 1.18. “Academic Use”** means the use of Ada Source Text for the teaching of Ada and Software Engineering.
- 1.19. “Ada Developers Cooperative”** means the organization formed to administrate this **License** and for other purposes to further the use of Ada and concomitant good software engineering practices.
- 1.20. “Copyright Holder”** means the entity that owns the copyright on the Source Text. A **Larger Work** containing intellectual property covered by this licence can include multiple Source Text elements which each having an associated Copyright Holder.
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**B.** Any new file that contains any part of the Original Source Text or previous Modifications.

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**1.23. ``Preferred Form of the Covered Source Text''** means the form of the Covered Source Text suitable for making modifications to it, including all modules it contains, plus any associated interface definition files, scripts used to control compilation and installation of an Executable, or a list of source text differential comparisons against either the Original Source Text or another well known, available Covered Source Text of the Developer's or Contributor's choice. The Source Text can be Compressed Source Text.

**1.24. ``Measured Software Units''** means a measured quantity of software present in the final linked program.

**1.25. ``Function Point''** means a unit of software described by International Function Point Users Groups (IFPUG) Release 3.0 of the Function Point Counting Practices Manual, 1990.

**1.26. ``Feature Points''** means a super set of function points which was defined by the Software Productivity Research, Inc. in 1986, as cited in What Are Function Points? by Capers Jones, Chairman, Software Productivity Research, Inc. (<http://www.spr.com/library/Ofuncmet.htm>). Last visited 29 October, 1998. Feature Points add the number of algorithms to the parameters employed to measure Function Points.

**1.27. ``Original Lines of Source Text''** means a unit of software which is defined as the total number of semicolons (;) minus the sum of

- a) the semicolons contained within comments.
- b) 0.75?? times the semicolons contained in renaming declarations.
- c) 0.75?? times the semicolons contained in subtype declarations which do not include a range.

**1.28. ``Linked Lines of Source Text''** means a unit of software which is defined as the total number of semicolons which would be actually used in the linked Executable if

- a) all loop structures remained intact (no unrolling);
- b) all instantiations of generics are treated as the equivalent of the source text which would have been created without the use of the generic;
- c) all instances of inherited subprograms of tagged types are treated as the equivalent of the source text which would have been created without the use of the tagged type.

**1.29. ``Source Text Efficiency''** means the ratio of Linked Lines of Source Text to Original Lines of Source Text.

**1.30. ``Control''** means (a) the power, direct or indirect, to cause the direction or management of an entity, whether by contract or otherwise, or (b) ownership of twenty-five percent (25%) or more of the outstanding shares or beneficial ownership of such entity.

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For legal entities, "You" includes any entity which controls, is controlled by, or is under common control with You.

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- 1) A Country selected by mutual agreement of the Defendant and Plaintiff;
- 2) The Country of the Defendant if said Country is a signatory to WIPO Copyright Treaty, adopted by the Diplomatic Conference on December 20, 1996.;
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