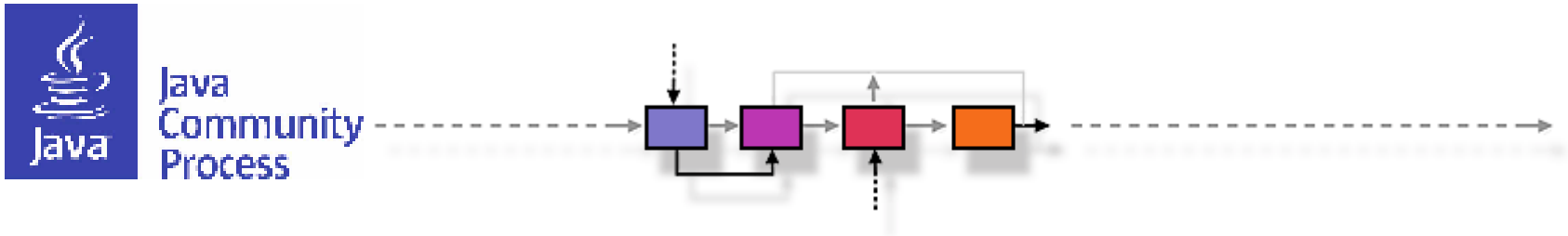
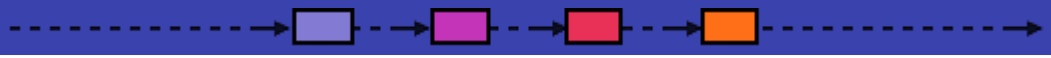


JSR 358

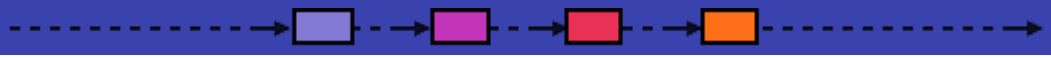
July 31, 2012

Agenda



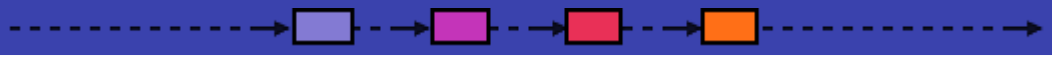
- Background
- Current status
- When to meet
- Obtaining members' input
- Next steps
- Independent Implementations
- Compatibility
- Licensing and open source
- Transparency
- Non-Java implementations
- Patent policy
- The role of individuals
- Fee structure
- The role of the RI
- Governance
- TCK changes
- Expert Group dissolution
- Withdrawal of IP
- End of life for JSRs
- Escrow process
- Refactor the JSPA
- Collaboration with other SDOs
- Cleanup
- Implementation

Background



- We planned three JSRs to improve the JCP's processes and to meet members' expectations for change:
- JSR 348 (JCP.next.1) was completed in October 2011.
  - This focused on simple and non-contentious changes to improve transparency and participation.
  - All complex items were postponed until JCP.next.3.
- JSR 355 (JCP.next.2) is almost complete, and will merge the two Executive Committees into one.
- JSR 358 (JCP.next.3) is now in progress. This JSR will modify the JSPA as well as the Process Document.
- JCP members must sign the new JSPA if they wish to participate in ongoing JCP work (future JSRs.)

Current status



- The JSR has been approved.
- The java.net project is up and running, with an Observer mailing-list, a public Forum, a public Issue Tracker, and a Document Archive.
  - See http://java.net/projects/jsr358.
- Issues have been filed for all items listed in this presentation.
- The first formal Expert Group meeting has been held.
- We need to work out the logistics for future meetings, and begin to meet regularly.

When to meet

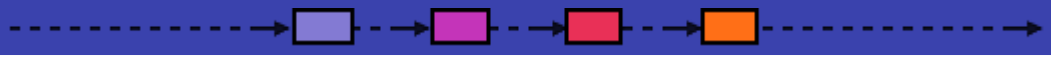
- We have agreed to meet every two weeks.
- The Doodle poll shows slight preference for 10-11 am PDT.

Where are people located?		
West Coast: 9	East Coast + Europe: 3	Europe: 7
West Coast + Europe: 1	Other US: 3	Korea: 2
East Coast: 4	Brazil: 2	China: 1

- The great majority of members are in the US and Europe.
- We should inconvenience as few people as possible
- We should meet relatively early in the day (West Coast time.)
  - Late morning on the East Coast and afternoon in Europe.
- Unfortunately this is very late at night in Asia.
- See timeanddate.com.

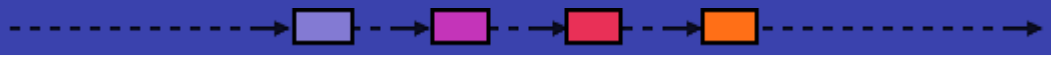
Java Community Process

Feedback required



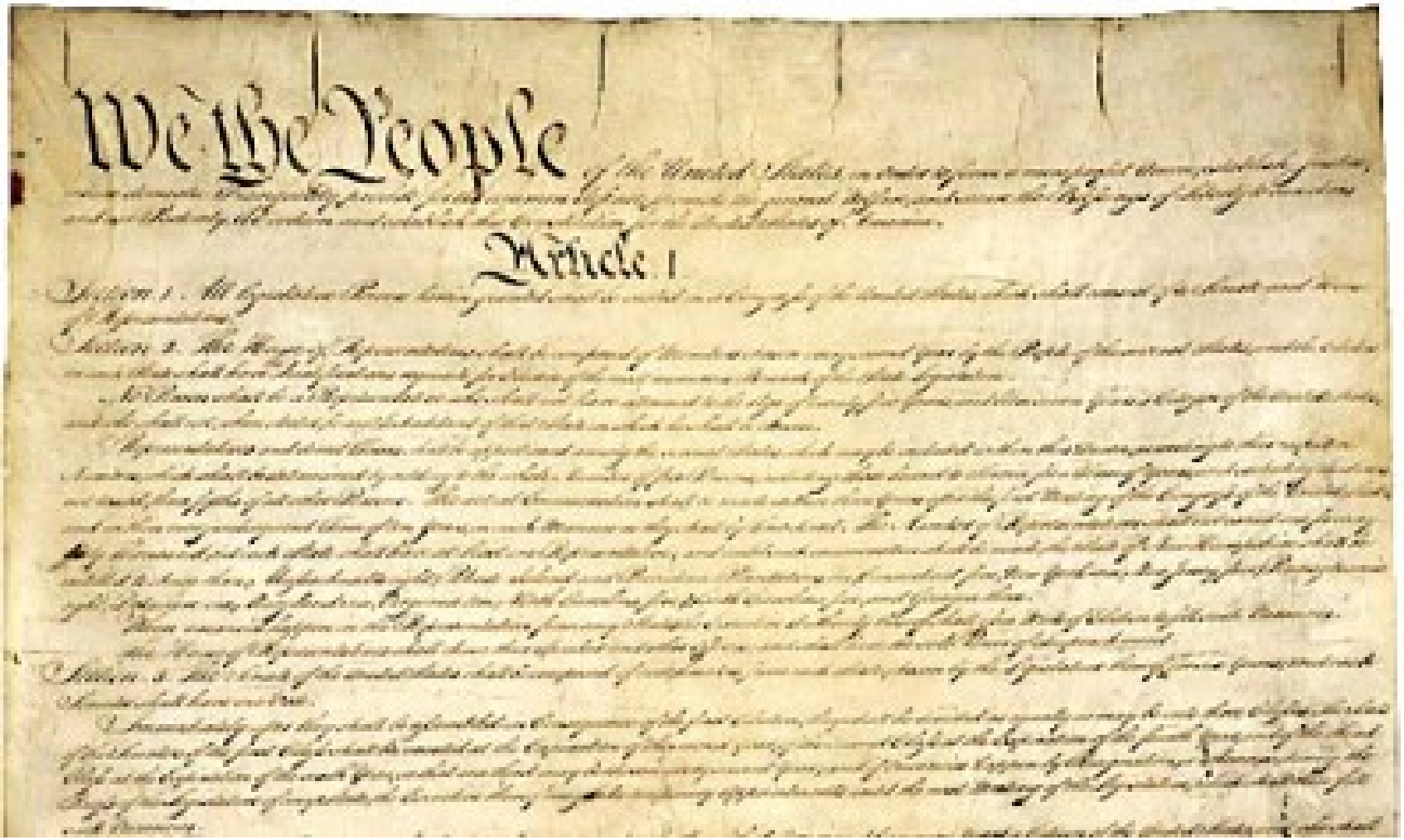
- Two messages were sent to EC alias three weeks ago:
  - Non-assertion patent covenant - please comment
  - JSPA section 6: Special Patent Considerations
- No responses received.
- 37 issues have been filed.
- No comments from EC/EG members.
- How to ensure that we receive all necessary input?

Next steps

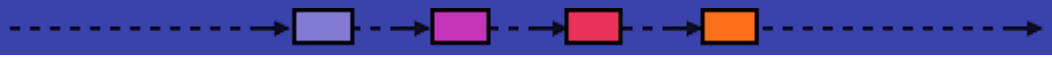


- Prioritize topics.
- Seek volunteers to research topics and lead discussion.
- Define agendas for next EG meeting and for Prague f2f.

Proposed changes

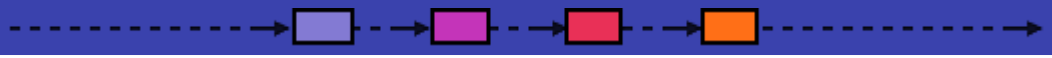


Independent Implementations



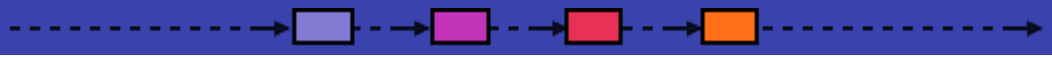
- The JSPA explicitly grants the right to create Independent Implementations (not derived from the RI.)
- Many believe that the Field Of Use language in the SE7 TCK license restricted this right by preventing Apache from releasing their implementation of Java SE.
- EC members have requested that FOU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

Compatibility



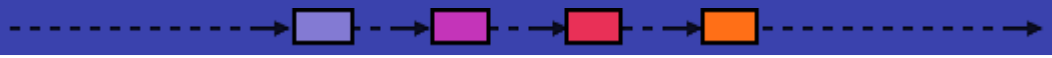
- Sun/Oracle have consistently insisted on strong compatibility requirements that prohibit incompatible implementations.
- Others argue that incompatible implementations are permissible so long as these do not use the Java name.
- Open-source licenses by definition cannot mandate compatibility – how 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.

Licensing and Open Source (1)



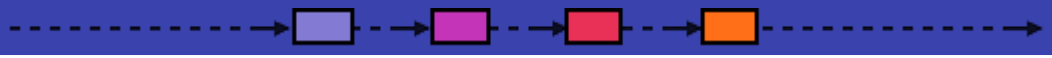
- The JSPA permits each Spec Lead to choose the license terms for the three JSR deliverables (Spec, RI, and TCK.)
  - Subject to Oracle Legal's review of proposed license terms.
- The review process is time-consuming and contentious, and the multiplicity of licenses is difficult for licensees.
- More 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)



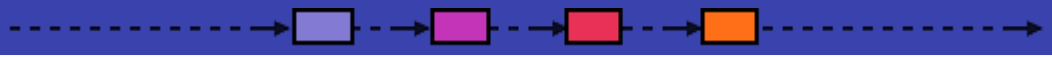
- Sun/Oracle have consistently opposed the use of Spec licenses that do not impose strong compatibility requirements.
  - Requests to use the Apache license for Specs have been rejected – the “standard” Spec license (with its strong compatibility requirements) is mandated.
- Oracle does not adopt the 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)



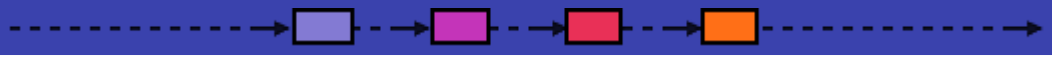
- Start from first principles: what do we want our licensing terms to achieve? For example:
  - Full ex-ante disclosure is required.
  - The license that is disclosed during JSR development must be available to everyone, and once offered a license must continue to be offered. (Additional licenses, which 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.

Transparency



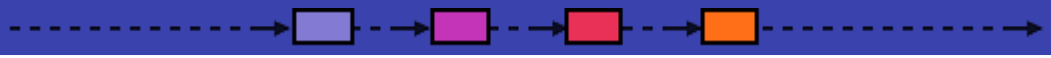
- JSR 348 mandated transparent Expert Group operations.
- Ensure that the JSPA and license terms do not inhibit or conflict with these requirements, for example by permitting or mandating confidentiality.
- JSR 348 also enables non-JCP members to contribute to the work of Expert Groups (for example, 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.

Non-Java implementations of Specs



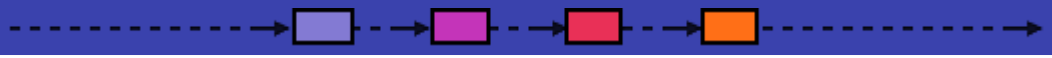
- JSR 306 included language that would permit non-Java implementations of JCP specifications at the discretion of the Spec Lead (Hybrid JSRs.)
  - For use within the Java platform the traditional JSPA terms would apply (IP grants only for compatible implementations).
  - Outside the Java platform an IP grant based on the OASIS Royalty Free on Limited Terms policy would apply.
- Oracle Legal has requested that discussion of this item be postponed.

Patent policy



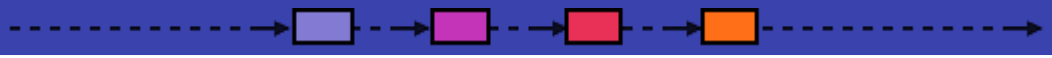
- JSR 306 included language mandating non-assertion patent policies.
  - Do we still wish to pursue this?
- Section 6 of the JSPA (Special Patent Considerations) requires that all JCP members, even those who do not participate in the development of a JSR, grant essential patent rights to all licensees 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



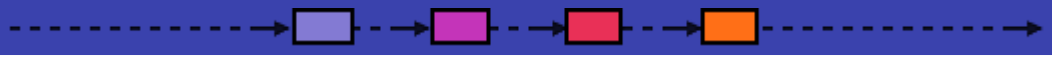
- Individuals may join the JCP in their own right, but are required to submit an Exhibit B in which their employer states that necessary IP rights will be granted.
- Problems:
  - People change employers.
  - Exhibit B grants IP rights only for a specific JSR rather than the broader rights (for all JSRs) granted under Section 6.
    - Commercial entities can game the system by having their employees join as individuals.
- Clarify the *Agent* relationship (who is a "duly authorized representative of Employer?")
- Clarify relationship between non-commercial organizations and their members.

Fee structure



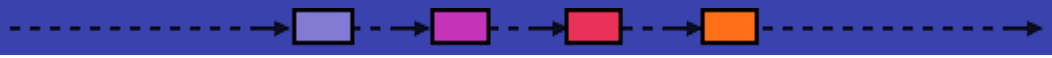
- Since membership fees are defined in the JSPA, if we wish to change them this is our opportunity.
- Although our fees are low compared to other standards organizations we get significant resistance to paying them.
- Some commercial organizations avoid paying fees by encouraging their employees to join 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



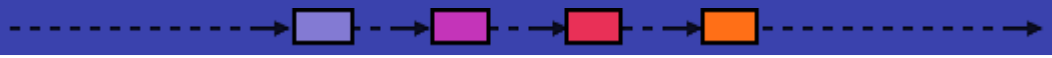
- The JSPA currently conflates two roles for the RI - these should be clarified:
  - A proof-of concept implementation that is used by implementers as an aid to testing and debugging their implementation.
  - The form in which the Spec Lead licenses its implementation for the creation of derivative works.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

Governance



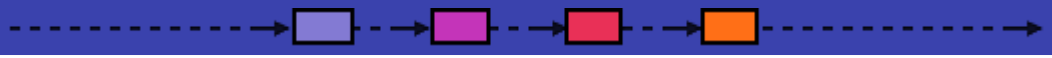
- Create an Architecture Council? Council would gather input from implementers, developers, and users and to provide guidance to Platform Expert Groups on platform evolution in the interests of maintaining competitiveness, compatibility and relevance.
- The membership of this group should be primarily technical, and it must operate by consensus and through negotiation with the Platform Spec Leads.
- Possible deliverables:
  - Yearly survey of the community
  - Written responses to Platform JSRs.

TCK changes



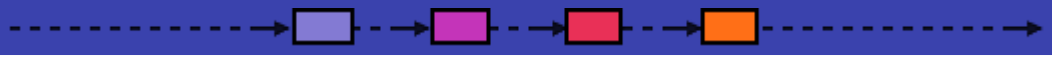
- The Process Document contains language intended to ensure TCK quality, but this is typically not enforced.
- EC members have an obligation to review TCKs for quality before voting their Final Approval, but many do not.
- Should we enforce or strengthen TCK quality requirements?
- Oracle's TCK licenses (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



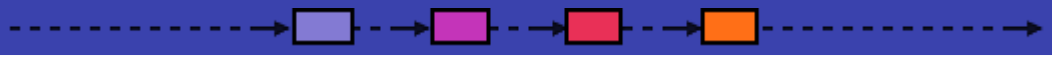
- The current version of the JSPA states that the Expert Group must dissolve at Final Release.
  - Because we don't fully specify how IP rights flow during the Maintenance process?
- This requirement runs counter to modern software development practices and to our desire that the Spec Lead make a long-term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

Withdrawal of IP grants



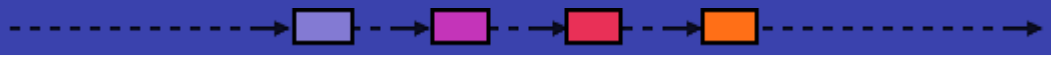
- Should people be permitted to withdraw their IP grants? At any time?
- JSPA Section 4D *Withdrawal of Contributions due to Change in Announced License Terms* says Yes.
- Review this language - make sure it's consistent with possibly-changed processes.

End of Life for JSRs



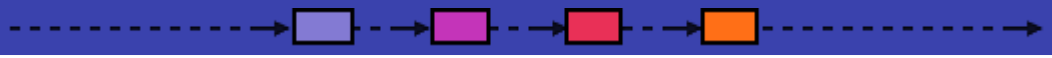
- All technologies reach a natural end of life but there's no allowance for this in the JSPA.
- Clarify whether the obligation to license the Spec, RI, and TCK is "perpetual" and if not, the circumstances under which the obligation expires.
  - Is the Spec Lead obliged to provide a functional TCK 20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

Escrow process



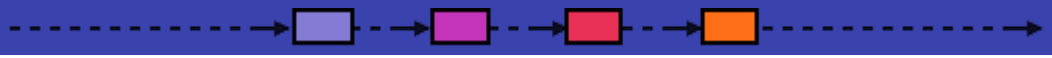
- Should IP ownership default to a neutral third-party via an escrow process if the Spec Lead abandons the JSR or if bankruptcy proceedings become stalled?
- NOTE: We had difficulties several years ago when JCP member company Qisda, which was Spec Lead for several critical Java ME JSRs, went bankrupt.

Refactor the JSPA



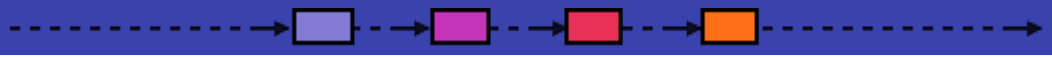
- Non-corporate members often complain that the JSPA is intimidating, and that signing it is a barrier to their full participation in the JCP.
- Refactor the JSPA into three documents to make it simpler and less intimidating for individuals:
  - Terms of Use to cover casual online contributions.
  - 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



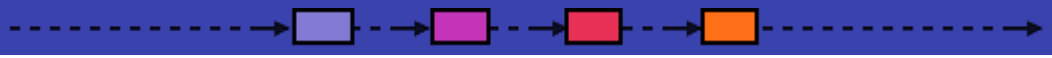
- Other standards organizations sometimes wish to reference JCP specifications.
- Where reasonable, modify the JSPA so that it does not impose obstacles to such collaboration.

Cleanup

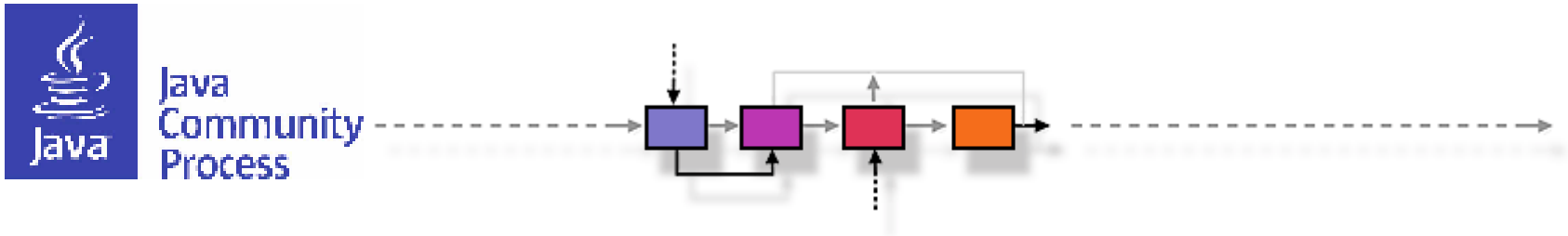


- Phase-out the Individual Expert Participation Agreement (IEPA) provisions - no longer used.
- Do we need a formal Early Draft Review now that we have transparency requirements and EGs continuously publish work-in-progress?

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