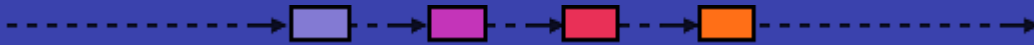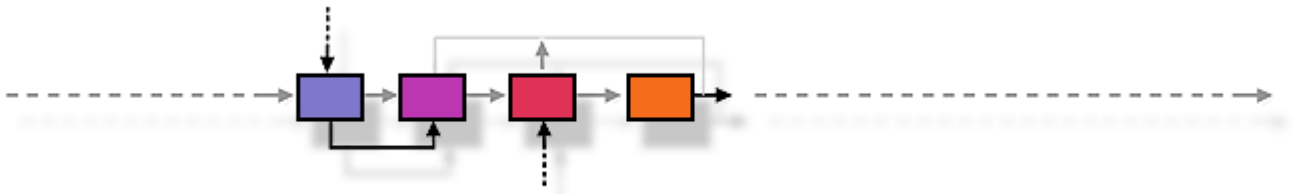# JSR 358 Expert Group Session

January 16, 2013

Agenda

- Background
- Current status
- 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
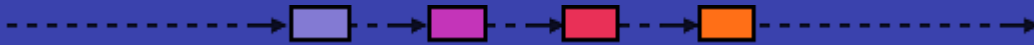- Cleanup
- Implementation

Current status

- 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.

- We have a long list of issues to discuss (see the Issue Tracker.)

- We meet as the Expert Group during EC meetings.

- We formed a small Working Group on IP Policy to discuss two presentations from IBM:

  - Hub-and-spoke IP grants.

  - Essential Patent alternatives and standard licenses.

- See the Document Archive for meeting minutes.

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.
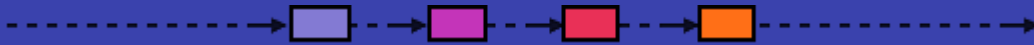
Compatibility

- 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.

Java
Community
Process

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.

Java Community Process

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.

Java Community Process
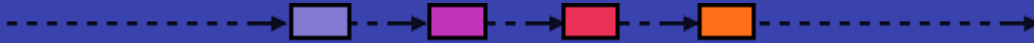
Transparency

- 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.

Java
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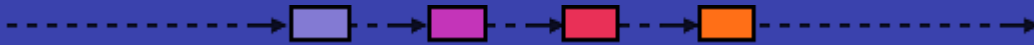Process
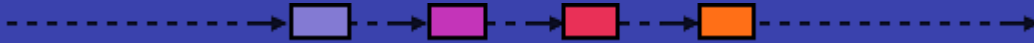
Patent policy

- 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?

Java Community Process
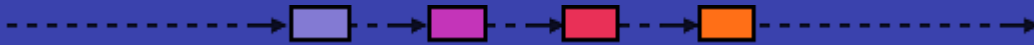
The role of individuals

- 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.

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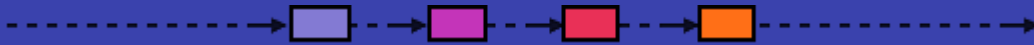Process

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.)

Java Community Process

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.

Java Community Process

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
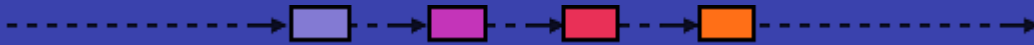
- All technologies reach a natural end of life but there's no allowance for this in the JSPA.

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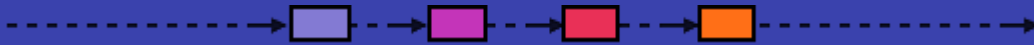
- Should IP ownership default to a neutral third-party via an escrow process if the Spec Lead abandons the JSR or if bankruptcy proceedings become stalled?
- NOTE: We had difficulties several years ago when JCP member company Qisda, which was Spec Lead for several critical Java ME JSRs, went bankrupt.

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?
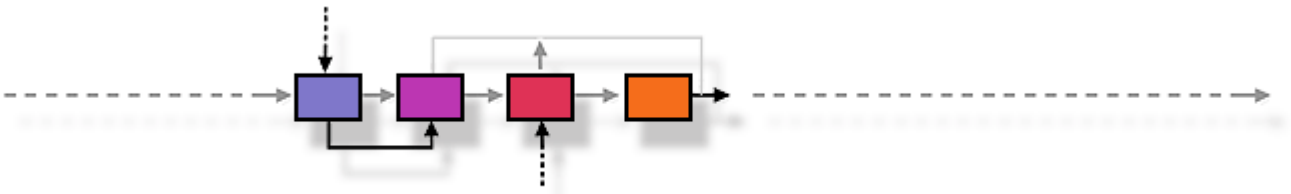
Implementation

- 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