

FLA Relicensing Policy

(Version 1.3.1)

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Preamble

The KDE project¹ is a large Free Software project that produces the K Desktop Environment software (henceforth referred to as “KDE”). KDE e.V.² is the organization dedicated to supporting the development of KDE. This support extends not only to the software source code where KDE e.V. supports developer meetings and infrastructure (while it does not steer development) but also to the legal needs of the KDE project.

Access to software determines participation in a digital society. To secure equal participation in the information age, the Free Software Foundation Europe (FSFE)³ pursues and is dedicated to the furthering of Free Software, defined by the freedoms to use, study, modify and copy. Independent of the issue of commercial exploitation, it is proprietary, freedom-diminishing licensing that works against the interests of people and society at large, which is therefore rejected by FSFE.

KDE e.V. and FSFE cooperate to provide legal support for contributors to the KDE project. The Fiduciary License Agreement (FLA) and FLA Relicensing Policy (FRP) documents are one result of this cooperation.

KDE e.V. is given the right in the FLA to relicense the software as necessary for the long-term legal maintainability and protection of the software. Additional restrictions on relicensing are listed in the KDE FLA Relicensing Policy (FRP). This document contains the Relicensing Policy under which such relicensing may occur.

§ 1 Scope and Modification

1. This is the FLA Relicensing Policy (FRP) version 1.3.1. This FRP applies to rights assigned (or, in countries where that is not possible, licensed) to KDE e.V. through the Fiduciary License Agreement (FLA) version 1.3.1.
2. This FRP does not apply to later versions of the FLA, nor to any FLA signed with other organizations than KDE e.V.
3. Modification of the terms of this FRP is possible through a motion carried at the rules of the general assembly of KDE e.V. under the same voting rules as a modification of the statutes of KDE e.V. itself. Such a modification will increase the version number of this FRP and apply to all subsequent FLA documents signed with KDE e.V.

§ 2 Definitions

The licenses which are acceptable in KDE code may be roughly categorized as “weak” and “strong” copyleft as well as a category “other.” These licenses are:

¹<http://www.kde.org/>

²<http://ev.kde.org/>; the statutes of the KDE e.V. may be found at <http://ev.kde.org/corporate/statutes.php>

³<http://www.fsfe.org/>

- Weak
- The GNU Lesser General Public Licence (LGPL) version 2.1.⁴
 - The GNU Lesser General Public Licence (LGPL) version 3.⁵
 - The LGPL version 2.1 “or later” variant (see GPL entry, below).
 - The 2-clause BSD license, with no advertising clause.⁶
 - The X11R6 or MIT license.⁷

Code that is in the KDE modules kdelibs and kdepimlibs must be licensed under a license that is one of these weak copyleft licenses.

- Strong
- The GNU General Public Licence (GPL) version 2.⁸
 - The GPL version 2 with exceptions.⁹
 - The GPL version 2 “or later” variant.¹⁰
 - The GPL version 3.¹¹
 - The GPL version 3 with exceptions as noted for the GPL.
 - The GPL version 3 “or later” variant.
 - Either exception version with “Trolltech S.A.” replaced by “Nokia Corporation.”

These licenses are permitted in all KDE modules where a weak license is not required.

- Other
- The GNU Free Documentation License (FDL) version 1.2 with no Invariant Sections, no Front-Cover Texts, and no Back-Cover Texts.
 - The FDL version 1.2 “or later” variant with no Invariant Sections, no Front-Cover Texts, and no Back-Cover Texts.

These licenses are additionally permitted in all KDE modules for *documentation only*.

These groups of acceptable licenses may be modified by a vote of the general assembly of KDE e.V. A modification of the license groups is considered to be a change to the FRP and entails a new version number as described in item § 1.3.

An indicative, but non-definitive, list of licenses may be found on the KDE TechBase.¹²

§ 3 Form Requirements

This section describes the textual requirements for licenses within KDE. The *form* in which a license is included in code has an effect not on the license itself but does affect the ease of checking compliance with the license. Therefore this FRP describes specific forms which the license must take. All code which falls under a FLA must be accompanied by a full license header in the source code itself stating the author(s) and the license, as described in the FSFE code licensing guidelines.

⁴<http://www.gnu.org/licenses/old-licenses/lgpl-2.1.html>

⁵<http://www.fsf.org/licensing/licenses/lgpl.html>

⁶<http://opensource.org/licenses/bsd-license.php>

⁷<http://opensource.org/licenses/mit-license.html>

⁸<http://www.gnu.org/licenses/old-licenses/gpl-2.0.html>

⁹An additional clause is permitted in the license text: “In addition, as a special exception, permission is granted to link to the Qt library version [n] as distributed by Trolltech S.A.” where n is a version number for Qt.

¹⁰The phrase “or, at your option, any later version of the GPL.” may be added to the license text.

¹¹<http://www.fsf.org/licensing/licenses/gpl.html>

¹²http://techbase.kde.org/Policies/Licensing_Policy

The author(s) of the code must be identified by full name and an email address; if possible all authors with a copyrightable contribution to the code should be identified. A correspondence address — the official KDE e.V. address — must be included as well.

The “long form” of the license text should be used in the header, to avoid ambiguity in the variations under a common name of a single license (distinguishing the GPL version 2 and GPL version 3, for instance, or the various BSD licenses). Use the form of the license text included under the header “how to apply these terms to your new programs” (from the FSF website) for the GPL and LGPL licenses. Use the complete text of the 2-clause BSD license.

§ 4 Relicensing Policy

In the event that KDE e.V. deems it necessary to relicense a portion of the source code for which it has an FLA, the following procedure must be used and the following restrictions obeyed.

1. KDE e.V. must make a reasonable effort to contact the author(s) of the source code involved who have signed the FLA. A unanimous agreement among signing authors as to relicensing which is communicated to KDE e.V. is sufficient for any relicensing.
2. In the event that any author of the source code explicitly objects within a reasonable time frame (30 days) to the relicensing, KDE e.V. is prohibited from performing the proposed relicensing and must wait for 60 days before suggesting a new relicensing of the same source code.
3. The above clause applies to authors identified as living natural persons and legal entities (organizations) only; heirs and beneficiaries are excluded from the objection clause.
4. Relicensing changes that only change the license from one member of the “weak” license group to another member of the same group, or one member of the “strong” group to another member of that group, are allowed after a reasonable attempt as described above. Relicensing within the “other” group does not fall under this clause (see clause 6 below).
5. Relicensing changes that change licenses from one group to another must be posted on the kde-ev-membership mailing list and approved through an online vote.
6. Other relicensing proposals must be placed before the membership mailing list and approved through an online vote as described in the rules of procedure of KDE e.V. The results of such relicensing votes must be published on the website of KDE e.V.

§ 5 Miscellaneous

Regarding the succession of rights in this contractual relationship, German law shall apply, unless this Agreement imposes deviating regulations. In case of the Beneficiary’s death, the assignment of exclusive rights shall continue with the heirs. In case of more than one heir, all heirs have to exercise their rights through a common authorized person.

Place of jurisdiction for all legal conflicts arising out of or in connection with this Agreement is Munich, Germany.