

Access to Intersect software for members and their collaborating partners

Ian Gibson | 24 June 2010 | v1.0

The development of software and systems on behalf of our members is a major part of Intersect's activities. Intersect's member institutions pay for the development of this software.

This document is for staff and students of Member organisations and describes Intersect's policy on access to software and the licensing of intellectual property in relation to this software.

Guiding Principles

Before describing what you may and may not do with Intersect software, I should explain the principles guiding this policy. Intersect's legal basis is its Company Constitution and Members Charter. The Member's Charter states that the Intellectual Property in work carried out by Intersect is, by default, owned by Intersect, and each Intersect member has a licence to use it for any internal research or teaching purpose, but not for commercialisation.

The Members Charter was crafted in this way to allow Intersect to maximise its value to its members collectively. Our approach to sharing, licencing and supporting our source code for the membership is guided by the following principles:

1. Maximise the reuse of projects and components
2. Ensure quality, ongoing maintenance and support
3. Enable members' research groups to:
 - locally manage and maintain software and systems,
 - re-use and re-deploy as widely as possible, and
 - engage in the broadest collaborations possible
4. Encourage on-going participation by members in Intersect projects
5. Maximise benefit from collaboration activities with other eResearch organisations
6. Ensure Intersect can capture any commercial advantages

Licence to use

As mentioned above, each of Intersect's members may use any Intersect software for internal research and teaching purposes. This means that all staff and students of a member organisation can use any Intersect software.

Source code management and access

Staff and students from any of Intersect's members can be given access to Intersect's source repository at any time. If you see a possible use for Intersect's code – for research or teaching purposes - we encourage you to download it and give it a try. The source repository will include all the project documentation, install scripts and other collateral material related to the project.

Intersect uses [SVN](#) as its internal source control system and this is the default primary repository for Intersect source code and related documentation. Some projects are undertaken within an open source environment, and these projects may use or export to [source forge](#), [Google Code](#) or similar. Some projects are undertaken in collaboration with other organisations, and in this case we may use one of our collaborating partners' source repositories.

You may keep a project check out as long as you like, and you can modify it as you see fit. Keep in mind that most of our projects will be undergoing constant development and maintenance and a check out is unlikely to remain current for long.

You may pass the code on to others who are entitled to have access. However, we recommend that you don't do this, but rather point others to the source repository. This will ensure they will have an up-to-date version.

Bug tracking, defects and quality control

Intersect uses [Jira](#) for tracking bugs, and every Intersect software project has an associated Jira project. In using our source, if you find bugs or wish to suggest enhancements or new features we encourage you to submit this to us via Jira.

Patching and updating the source repository

We also encourage anyone to contribute directly to improving, enhancing and extending code in any of our projects. You can modify and re-use any Intersect code as you see fit. If you do so, we would very much like to incorporate your modifications and additions back into the main source repository.

If you wish to contribute a patch, we follow a process similar to that used by the [Mozilla](#) organisation.

Attribution

It is important for Intersect to track its value to its members. As part of this tracking, we have an [Attribution Policy](#) that we would like you to follow.

3rd Party Licencing

Any "prior IP" existing before the start of an Intersect project remains the property of its owner. The owner may be a member of Intersect. The owner may chose to licence the IP on whatever terms they see fit. From time to time, source incorporating prior IP may be used in an Intersect project and may be present in the source repository. You must observe any licencing conditions imposed by the owner.

Most Intersect projects build on Open Source components, each of which is issued under a particular Open Source Licence. You must observe the licencing requirements for each of those components.

From time to time, Intersect will take on project development work on a contractual basis. The contracts associated with this work may impose additional IP or licencing terms. If this is the case, you must also observe those additional terms.

Any particular or unusual licencing terms and conditions will be described in the project documentation and will be available in the source repository.

Do we release our code as open source?

By default, we do not release our code under an open source licence, but rather manage the code in an “open source” fashion but with access limited to members.

However, in many instances we will release code as open source. If we see this is the best way of achieving our goals, or, for example, where there is a contractual requirement we will do this. Note that we do not have a particular open source licence that we use, but rather will chose one on a project-by-project basis. If you believe that a particular Intersect project should be released as open source please come and discuss it with us.

Use by collaborating partners

Intersect’s projects are of highest value when they are supporting broad research collaborations. Typically, this involves collaborating partners who are not members of Intersect.

The collaborating partners of Intersect’s members are given the same licensing and access rights as members for the purpose of that collaboration.

What about collaborating partners broader use?

Intersect’s members pay for the development of Intersect software, and they have a reasonable expectation that the benefit and value from that software should be available to them in the first instance.

By default, we do not give complete and open access to software for broad use by non-members at no cost. We would like to have our software used as broadly as possible and in general will give access to code but will ask for a financial or other in-kind contribution to defray the cost of development.

Commercialisation

Intersect may chose to partner with its members or others to commercialise its IP. If you wish to use Intersect source for “commercialisation” activities, you must discuss this with us and reach an agreement.

Concluding Remarks

Intersect’s approach to licensing and management of its software is driven by its requirement to maximise benefit to its members, and to contribute to supporting collaboration in the broadest sense. We strongly encourage all staff and students of our member organisations to use, and contribute to our code as widely as possible.

Revision History

Version No.	Revision Date	Summary of Changes	Revised by
1	21 June 2010	First version for release	IG