Ecma International Policy on Submission, Inclusion and Licensing of Software

Experimental TC39 Policy

This Ecma International Policy on Submission, Inclusion and Licensing of Software ("Policy") is being implemented on an experimental basis to address specific issues which have arisen and are arising in TC39.

Purpose

The purpose of this Policy is to provide guidance, rules and procedures relating to the submission, inclusion and licensing of Software that is proposed to be part of an Ecma International Standard.[1] Software in standards may require different copyright licenses than descriptive text in standards. Ecma International owns and licenses the copyright in its Standards via the Ecma International Copyright Disclaimer ("Copyright Disclaimer"). While the Copyright Disclaimer permits anyone to copy a Standard, it does not permit others to modify the Standard (except in limited circumstances) or extract portions of the Standard. Therefore, if a Standard includes software alone or in combination with descriptive text, the permissions granted by the Copyright Disclaimer may be inadequate. For example, the Copyright Disclaimer does not include a grant which would allow the copying and modification of example software from the remainder of a Standard in order to run the example on an actual implementation of the Standard.

Individual and Collaboratively Developed Submissions

The guidance, rules and procedures described herein are applicable to both submissions of Software by individual submitters and submissions of Software that is developed collaboratively by two or more submitters.

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[1] Ecma International Standards hereafter means Ecma International Standards as well as Ecma Technical Reports.

Policy

1.1 Definitions

For purposes of the Policy "**Software"** means imperative or declarative programming instructions in a formally defined language that can be processed by hardware that manipulates data according to such programming instructions. Pseudo Code (defined below) is also considered Software under this Policy.[2] Software may be Normative or Non-Normative. Software is **Normative Software** where it is required to be implemented in products or services which implement the Standard. Software is **Non-Normative Software** where it is not required to be implemented in products or services which implement the Standard. Non-Normative Software may include example implementations, software for diagnostic or conformance testing, etc.

Pseudo Code or Descriptive Code means code that is human readable and similar to programming languages but that cannot be directly processed by hardware that manipulates data according to instructions.

1.2 Guidelines and Rules

Ecma International strongly believes that an Ecma International Standard should define requirements and not mandate any specific implementation. This gives implementers the opportunity to differentiate their implementations which, in turn, encourages innovation. Since Normative Software may, in effect, mandate an implementation, the use of Normative Software in Ecma International Standards should be limited to situations where it is necessary to enable interoperability. Ecma International has no objection to the inclusion of Non-Normative Software in Ecma International Standards.

Text contributions included in an Ecma International Standard or Technical Report are licensed by the contributor to Ecma International. The contributor of the text contribution continues to own the copyright in its contribution and Ecma International owns the copyright in the collective work. Software contributions included in an Ecma International Standard or Technical Report are treated the same way. Contributors of the Software continue to own the copyrights in their Software contributions and Ecma International owns, and has the right to enforce, the copyright in the collective work (*e.g.,* the Ecma International Standard that incorporates all text and Software contributions).

Accordingly, if Software is included in an Ecma International Standard, copyrights in such Software must be licensed to Ecma International (at the time the Standard in which it is incorporated becomes a final

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[2] Some familiar types of "Codes" (just for explanation, but not for the purpose of this policy):

"**Source Code"** means Software expressed using a formal language that is able to be read and understood by humans (*e.g.* C++ source code, JavaScript code, assembly language listings, XML data sets, HTML page descriptions, tabular instructions etc.).

"Object Code" or "Binary Code" means Software expressed using a formal language that cannot be easily or directly read or understood by humans (*e.g.,* binary machine code, obfuscated script code, machine generated postscript page descriptions, binary-encoded commands, etc.).

Ecma International Standard) under a broad license which shall give Ecma International the right to make the Software available pursuant to the copyright license set forth on Exhibit A ("License"). Patent claims on the Software that are required to implement the Standard are subject to the Ecma International Code of Conduct in Patent Matters. See the Ecma Code of Conduct in Patent Matters for information regarding the licensing of patent claims that are required to implement Ecma International standards.

1.3   Procedures

In the event a TC desires to include Software in an Ecma International Standard, the following procedure shall apply.

(1) Software submissions are accepted only when submitted with a properly completed Software Submitter Contribution Form (See Exhibit B). Only one Software Submitter Contribution Form is required to be completed by each Software Submitter for each Standard to which a Software Submitter makes a Software submission and applies to all subsequent software submissions to that Standard (even if the Software Submitter makes multiple Software submissions with respect to that Standard). Each party to a joint Software Submission must complete a Software Submitter Contribution Form

(2) Ecma will provide a license to the Software pursuant to the Software License set forth on Exhibit A if the Software is incorporated in an Ecma International Standard.

(3) The following legend or notice, together with the license, will be prominently displayed on any Ecma International Standard in which Software is included: "SOFTWARE, AS DEFINED IN THE ECMA INTERNATIONAL POLICY ON SUBMISSION, INCLUSION AND LICENSING OF SOFTWARE AVAILABLE AT [http://www.ecma-international.org/memento/TC39%20experimental%20policy.htm] ("POLICY"), WHICH IS INCLUDED IN AN ECMA INTERNATIONAL STANDARD SHALL BE MADE AVAILABLE PURSUANT TO THE LICENSE SET FORTH IN EXHIBIT A ("LICENSE") OF THE POLICY.

EXHIBIT A

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* Ecma International Standards hereafter means Ecma International Standards as well as Ecma Technical Reports

EXHIBIT B

SOFTWARE SUBMITTER CONTRIBUTION FORM

I. General Information

Name and address of Copyright Owner(s) ("Software Submitter"):_____

☐ Submission is on behalf of a legal entity

Name and address of person authorizing the submission:_____

Title of person authorizing the submission:_____

Name of Software (include all Software that is submitted with respect to the Standard* set forth below: _____

Standard including version number for which the Software is being submitted:_____
_____

☐ Submissions may be made under this Software Submission Contribution Form to all future Editions of the Standard

Name of individual(s) who are authorized to submit written modifications to Attachment 2:
_____

II. Representations and Warranties; Disclaimer of Other Warranties; Grant of Copyright License

A. Software Submitter represents and warrants at the time of this submission by it that, (i) if Software Submitter is making the submission on behalf of an entity, (A) such entity has authorized the submission, and (B) each employee set forth on Attachment 2 (or in a subsequent written modification to Attachment 2) is hereby authorized to make Software submissions on behalf of the legal entity, (ii) to the reasonable knowledge of the employee or individual actually making the submission, the submission is subject to the terms of Ecma International Policy on Inclusion of Software in Standards and Technical Reports (the "Policy") [available at [http://www.ecma-international.org/memento/TC39%20experimental%20policy.htm] and does not violate the copyright or trade secret interests of another, and (iii) nothing in the submission is subject to any third party software license agreement that is inconsistent with the Policy or that could impose an additional obligation on any party using the Software as contemplated by Ecma International (such as, without limitation, an open source license with on-going obligations to distribute source code or to license additional intellectual property rights on a royalty-free basis if the software is redistributed).
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<<Signature block>>

* Ecma International Standards hereafter means Ecma International Standards as well as Ecma Technical Reports.

Attachment 1

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Attachment 2
Designated Employee Contributors

Contributing Entity: _____

Ecma Standard(s): _____

Employee's authorized to make contributions:

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