

OneZoom Non-profit Source Available License Plain language Questions and Answers

Question: Why can't it just be simple?

Answer: Unfortunately software licensing is not simple, just wait until your computer next asks you to accept the terms of some license and then try reading it all carefully! We've done our best to clarify everything with these plain language questions and answers. We suspect that when such things do appear simple, it's probably because they've not been thought through carefully enough. The key point is this... **if you're interested in using OneZoom or doing some development related to tree of life exploration, but feel a bit put off, please just send us an e-mail - we're friendly and want to be fair and reasonable, we'll work something out that everyone can be happy with!**

1. Allowable uses

Question: Can I use the downloaded code without contributing to the code base?

Answer: Yes, but only for scientific research and educational purposes, and not for making money

Question: I'm not sure if my intended use of the software is OK.

Answer: Please write to ask us, we will consider each case individually. If we're happy we'll confirm this to you in writing so you have the confidence to proceed. Any reasonable use for the benefit of science or education will probably be fine.

Rationale: OneZoom is a not for profit organisation and our charitable purpose revolves around science and education. We have invested a great deal in our software and it seems appropriate that we only make it feely available for uses that are not for profit and in keeping with our stated charitable purpose.

Question: We're a registered not for profit organisation or registered charity. Can we use OneZoom as part of a campaign to raise funds?

Answer: Not without asking us first, we may allow it but consider each case individually. Depending on the circumstances we might ask for a contribution to the costs of our own work from the funds that you raise.

Rationale: If OneZoom software forms a large part of a fundraising activity for a not for profit organisation, it seems fair to us that some of the funds raised be diverted to help support the OneZoom project too.

Question: We're a registered not for profit organisation or registered charity. We want to encourage donors to sponsor leaves on a tree using OneZoom software. Is this allowed?

Answer: Not with this license, but please ask us separately about our dissemination partnership scheme. The partnership scheme enables other organisations to create and host their own trees with our help. You would need to synchronise your list of sponsors with our list and we would share leaf sponsorship donations that are referred from your tree.

Rationale: To the best of our knowledge we're the first organisation to offer leaf sponsorship on a tree of life, it is currently our only source of income to keep the project running and we take the long-term sustainability of our project seriously. If there were more than one trees based on OneZoom software that could be sponsored independently, it would create confusion among users and may damage our plan for project sustainability.

Question: We are a business; can we use OneZoom software commercially?

Answer: Not based on this license, but please contact us to discuss your proposal. We would need to see that your use does not undermine the goals of OneZoom, including our goal to raising

awareness around conservation issues, and we would expect you to contribute to the costs of producing and maintaining the OneZoom software given your commercial goals.

Rationale: OneZoom is a not for profit organisation, we do not wish to use charitable donations to support profit making ventures for free, but we do welcome collaboration with organisations where the end result is a benefit for science or education.

2. Other license terms

Question: Do I need to sign anything?

Answer: No, but in downloading the software you are still agreeing to the terms of the license to please be careful and make sure you're happy with what the terms say. *

Rationale: We wanted anyone to be able to access the code without signing a contract; this is to encourage more use of the software by others.

* Note that when stars like this appear we're pointing out that this is the same answer as you would get from an Open Source Initiative (OSI) approved license.

Question: Is there any warranty or guarantee?

Answer: No *

Rationale: Use of the software for purposes allowed under this license is free; it's not reasonable for users to have the possibility of suing us for money under these circumstances.

Question: Can this license be taken away?

Answer: In theory yes, but only if you break the terms of the licence or cause damage to the OneZoom charity.

Rationale: We do not expect to need to terminate any licenses, but just in case an organisation does misuse OneZoom we felt it necessary to have this option.

Question: What will happen if the OneZoom charity ceases to exist?

Answer: Our software and all derivative works (these are referred to as Modifications and Functional Independent Works in the formal license wording) will automatically become licensed under an MIT license enabling free use by everyone without restriction. The MIT license is OSI approved. *

Question: Is access to the raw data included in this license

Answer: No.

Rationale: Most of the data is not provided directly by OneZoom and is already freely available under creative commons licensees or similar from the original sources and is OK for reuse, including for commercial purposes, though attribution is likely to be required. Data that is held by OneZoom (rather than built automatically using OneZoom code and third party freely available data) is available on request; we intend to release our popularity ratings dataset for general use at some point relatively soon. Note that because there is no warranty provided it remains your responsibility to check that you are happy that you have the rights to use the third party data and that your uses of it attribute the original authors in the manner required.

Question: Is this license OSI approved, and why?

Answer: Our license is not OSI approved and therefore cannot be called an 'open source' license. This license can be called a 'public source' or 'source available' license. Some earlier versions of OneZoom written by James Rosindell as part of his work for Imperial College London have already been made open source under an MIT license and continue to reside inside the broader codebase. They can be downloaded separately and used under the terms of an MIT license.

Rationale: OSI approval requires placing no restrictions on reuse of the code and we did find it necessary to prevent commercial use for the reasons stated above. The main differences between our licence and an open source licence are 1. We restrict the kinds of uses that the software can be put to, in a way that directly reflects our non-profit status and charitable aims. 2. We ask for unrestricted access to derivative works, but note that our use will always reflect our non-profit status. We are supportive of the motives behind OSI approved licenses.

We think that open source licenses are most appropriate where the main goal is software focused and the developer wishes to maximise reuse of the code regardless of the circumstances of reuse. For software that performs a very generic function, such as web frameworks and generic user interfaces, broad reuse seems both likely and appropriate. In the case of OneZoom, however, our software is highly optimised for a specific use case and our primary goal is public understanding of science, we develop software as a tool for this purpose rather than as an objective in its own right. We expect that others wishing to enter this field will be sufficiently few in number that we can correspond with them directly and find ways to work together that are mutually beneficial on a case-by-case basis.

We have set up a formal not for profit organisational structure, with a sustainability plan for long term maintenance of the software that does not rely on obtaining scientific grants every few years. We think this is more likely to facilitate ongoing use of the software than a more usual approach where scientific software is released under an OSI approved license in the hope that more people will appear to contribute under those slightly less restrictive terms. At this particular moment the OneZoom non-profit organisation does require some extra protection from the possible risks of making our code fully open until we have grown and taken steps to sure up our sustainability. We will later reconsider this and hope that at a suitable time in the future we will release our software under an OSI approved open source license. Remember also that if OneZoom fails as an organisation, our code will automatically revert to being open source.

Question: What happens if I break the terms of this agreement?

Answer: Most of the terms in this agreement are to protect us from getting sued by you or anyone else and to ensure OneZoom users can benefit from improvements written and made public by others. If you're not thinking of suing us then you're probably OK and we would try and resolve any disagreements amicably. Having said this, if you're using the code in a way that is not permitted, and which is making you a lot of money, or causing us a lot of reputational damage, then you could be forced to stop and/or pay compensation. The other thing you should be careful about, if you contribute your own work to the codebase, is making sure that the work you contribute is actually yours.

Rationale: We want to be as accommodating as possible but need to protect ourselves against some risks, just in case.

Question: If the text in this document seems inconsistent with the formal licence text, which will apply?

Answer: The formal licence text always applies and this is intended just to make it easier to understand what the terms mean without legalese. Please do tell us if you think you've found an inconsistency so that we can correct it.

Rationale: It has to be like this because we're writing this document ourselves whereas a legal professional has written and checked the formal license terms.

3. Clarifications of things not in the licence

Question: Are there any restrictions if all I'm doing is just exploring the pages on your public website?

Answer: The license restrictions only apply if you download and run the OneZoom software on your own machine disconnected from the OneZoom website. There is a separate page on terms of use of the website, this can be seen on the website itself and is mostly there to explain to people about the sponsorship scheme and how we use their data that's entered if they do choose to sponsor a leaf.

Rationale: We want the website to be completely freely available to anyone, we also do need to set things out clearly for people who are making donations to us.

Question: Can I use the OneZoom name or logo?

Answer: This licence does not grant permission to use our name or logo, other than by leaving them in place as they currently are within the software as acknowledgement. This licence does not permit you to claim that the OneZoom charity endorses your use of the software. Please ask about our partnership scheme which would enable your organisation to be listed as a partner on the OneZoom website and enable you to use our name and logo and claim a formal association with us. *

Rationale: We can't agree to automatically put our name to everything that happens to use our software, an example might be a project that's scientific but of questionable quality.

Question: Can I get support from you for installation and use of the software?

Answer: We make no promise to provide support, but we're on e-mail and keen to help any uses that fit with our charitable aims if we can. If you require a lot of help, we would expect a contribution to cover the costs of the time spent on our side. *

Rationale: All the people at OneZoom are unpaid, however, we are not a source of free labour and we ideally want to spend our time improving OneZoom. As a result we do charge for consultancy and the money raised would go towards sustaining OneZoom in the longer term.

Question: Can I use your server and/or API for work that's related to OneZoom?

Answer: Very possibly, but it does depend on what you're doing. This is something that's not covered by the software license, we might make the API more formal and open in future but for now we're offering it to users on a case-by-case basis. If you're working on a project that's related to OneZoom at all then we'd love to hear from you and help if possible, please just send us an e-mail to start with and we'll take it from there.

4. Creating derivative works: ownership and liability

Question: I want to make some improvements to the OneZoom codebase for use in my own project and/or to contribute back to OneZoom. Who will own my contributions?

Answer: You will own all your contributions. *

Rationale: We think anything else may put off some people who would otherwise get involved.

Question: What if there is some problem with software I've written in a derivative work and OneZoom then incorporates this into its core codebase and experiences trouble as a result, could I be held responsible in any way?

Answer: No, not if you produced the software yourself *

Rationale: Just as we provide no warranties or guarantees on our code, you can't be held liable for any problems with your contributions.

Question: Is there any instance where I could get into trouble because of the software I've contributed to the OneZoom codebase?

Answer: Yes, if you copied someone else's work without permission and then contributed this to OneZoom passing it off as your own, then you could be in trouble with the person or organisation

you copied from. In a sense this is only the same as always in that if you copy without permission there is always a risk of getting into trouble. The only difference here is that if you copy without permission and then make that part of OneZoom, we could get into trouble as well as you - and in that (probably very unlikely scenario) we'd expect you to take responsibility.

Rationale: It's very hard for us to check if someone contributing has done the work themselves, or copied it from someone else, but it's extremely easy for the person making the contribution to know if they copied it or not. A person who does copy work without permission is at risk of getting sued by the copyright owner regardless of whether they contribute to OneZoom or not.

Question: Can I be paid for working on OneZoom code and creating derivative works?

Answer: Yes, for example you might be employed by or contracted by an organisation that wishes to fund development of a derivative work of OneZoom. Please remember though that you and the organisation hiring you still need to comply with the other license terms. *

Rationale: We don't think it's reasonable to stop people from being paid for their time to work on code that happens to be related to OneZoom.

5. Making your contributions available under the OneZoom license

Question: What rights will I have to do things with the derivative work consisting of the OneZoom codebase and my own contributions?

Answer: You have the right to use this derivative work (a Modification in the formal license wording) in exactly the same way as you would be able to use the OneZoom codebase as it stands without your edits. You are also welcome to share the derivative work with any other party under the same license terms. You do this by adding your name, the date and a short description of what you've changed to license text file in the root of the code base. The formal license wording is kept in PDF format separate from the license text file so that it doesn't get edited by accident.

Rationale: Derivative works distributed as a set must carry the same restrictions as the OneZoom code otherwise any restrictions on the original code would be meaningless.

Question: What's the easiest way to make a derivative work out of the OneZoom code base whilst benefiting from any updates and bug fixes

Answer: The Git framework is a very powerful tool. By far the easiest thing is to make your work a branch or fork of the OneZoom GitHub repository and note your contributions in an edit of the license agreement held in that branch.

Question: What rights does OneZoom have to use a derivative work consisting of the OneZoom code base and my own contributions?

Answer: If your code is just sitting on your personal computer then it can stay there and we won't have any rights to it. However, if you make a derivative work public, either by releasing the code, or by installing it on a server that serves public webpages, or by installing it on another public facing display, then you are required to provide OneZoom with a copy of the derivative work and grant OneZoom the rights to use and relicense the derivative work without restriction. We will acknowledge you as one of the authors of any code we use that includes your contributions.

Rationale: We want our users to benefit from possible improvements that have been made in derivative works. We also want to be able to release derivative works under an open source license at some point in the future after the OneZoom charity is better established and secure. We'd not want merging with derivative works to threaten our ability to continue with the leaf sponsorship scheme for donations that we currently rely upon for sustainability. This means we'd need to be able to merge contributions from derivative works into our core codebase and use them without restriction. So, we need any code released under the OneZoom license to be usable by OneZoom without restriction. We are already a not for profit organisation with a formal charitable purpose that relates to science and education so all activities of ours must be in keeping with this status. To put it another way, we are already restricted by our fundamental structure in a way that's

very similar to the restrictions we've placed on others for reuse of our code. In summary, we think that it's appropriate and in the right spirit to give OneZoom unrestricted rights to use a derivative work built from our software and for us to provide fair acknowledgement to you in return.

6. Making your contributions available under a different license

Question: I've written some lines or chunks of code for a derivative work of OneZoom, but my code is useful on its own, taken out of context of the broader OneZoom codebase. Are there any restrictions placed on my use or relicensing of that code?

Answer: No, provided that you are the sole author of those bits of code and that they incorporate nothing from OneZoom, then you can do whatever you like with them (these are called Independent Works in the formal license wording). This also remains true if you make available a derivative work that incorporates your code along with the main OneZoom codebase*. However, note that the derivative work as a whole would have to be shared under the OneZoom license because that includes original OneZoom code as well as your own.

Rationale: Anything else would be inconsistent with your rights to create your own work or with our need to protect to some degree what we have created already.

Question: I've incorporated OneZoom code into a larger project. Are there any restrictions placed on my use or relicensing of the other parts of that larger project?

Answer: The parts of your larger project that are related to the OneZoom code must be made available under the OneZoom license (these are called Functional Independent Works in the formal license). Other parts of your code that can be considered independently can be released under any license (these are called Non Functional Independent Works in the formal license). For example, suppose you build a new user interface for OneZoom and along side that a lot of independent html pages that have nothing to do with OneZoom - the new user interface would be considered to be available under the OneZoom license whilst for the independent html pages license is up to you. If you do wish to keep independent parts of your code from being released under the OneZoom license then you should be careful to 1.) leave them out of your branch of the OneZoom GitHub repository and any forks of that repository, and 2.) make sure your edits of the OneZoom code will still work without the presence of your other code that is being excluded.

Rationale: we have no wish to take over unrelated work or force it to be released under the OneZoom license. However, we can't let our repository to become polluted with work that we don't have the rights to use freely, and we do want to ensure that improvements to OneZoom will be shared broadly.

7. Use of third party software packages

Question: What other bits of software were used in production of the code base?

Answer: As with many software projects we use a number of pre-existing tools and libraries. If a pre-existing tool or library is copied into our code base and not edited by us, it will appear in its own folder with its original license terms for your inspection. If a pre-existing tool or library has been deeply incorporated into our code base it will be listed along with the original author names and license terms at the end of the OneZoom software license text file found in the root directory of our software repository. *

Rationale: We've adopted the simplest approach we could conceive of for managing a large codebase.

Question: Can I use a package written by a third party as part of a OneZoom derivate work that I'm developing?

Answer: Yes, but you need to be very careful that what you're doing is allowed according to the license terms of the package you want to use. If the license is an OSI approved open source license that is not copylefted (i.e. that does not require you to release derivative works under the

same license) then it will be fine but you will need to leave the original code with its license in place as part of the derivative work, or alternatively copy the terms of the derivative work license onto the end of the main OneZoom license agreement that will apply to your derivative work. *

Rationale: We've adopted the simplest approach we could conceive of to managing a large codebase.