**CPL to EPL Transition Plan**

September 2, 2004

# 1. Background

The Eclipse Foundation has made a policy decision to switch from the Common Public License ("CPL") to the Eclipse Public License ("EPL") for open source software published under its auspices. The differences between the two licenses can be summarized as:

- The Eclipse Foundation replaces IBM as the Agreement Steward in the EPL

- The EPL patent clause is revised by deleting the following sentence from Section 7 of the CPL:

  "If Recipient institutes patent litigation against a Contributor with respect to a patent applicable to software (including a cross-claim or counterclaim in a lawsuit), then any patent licenses granted by that Contributor to such Recipient under this Agreement shall terminate as of the date such litigation is filed."

For more detail refer to the actual license documents and the FAQ(s) that have been provided.

In order to effectuate the transition from the CPL to the EPL, the Eclipse Foundation will be seeking the agreement of each contributor to dual license their contributions under both the CPL and the EPL. This document contains a Draft Transition Plan to effect this change. The initial focus was mainly on the Platform, PDE, JDT, and CDT projects, which have synchronized content and (nearly) synchronized release dates in Summer 2004. However, the plan is intended to be comprehensive and cover all Eclipse projects.

# 2 CPL to EPL Transition Plan

### 2.1 Overview

The plan for transitioning from CPL to EPL is to license the current release of each Eclipse subproject, together with any maintenance updates that may be shipped from time to time, under both CPL and EPL for a transition period of approximately 6-8 months and will be roughly aligned with major releases of the Platform. This will hopefully give the community adequate time to adjust to the changes. If any projects find the timeframes to be impractical or feel the plan imposes an unreasonable burden for other reasons, they are encouraged to request an exception to the plan from the EMO. The EMO is prepared to work with projects to mitigate the impact of the license transition process.

Past release streams which were licensed under CPL only and are still in use (e.g. Eclipse 2.x), will continue to be supported as CPL only. As noted, maintenance streams of current releases will be dual licensed. New development streams going forward will operate under EPL only. Under the plan, most inbound contributions will be contributed

under both EPL and CPL during the transition period. Contributions to dual licensed streams under a single license will be possible but not encouraged, and will be handled as special cases (similar to the process currently used to deal with third party code that is not contributed under the CPL). The intention is that this process will be completed for all projects by December 31 2004. That is, by that date and for every project, CPL only development will cease, the current release will be offered under dual license, and new development will be EPL only.

At some well defined switchover date (currently expected to be in 1H05), all Eclipse development will move to EPL only. The exact date of the switchover will depend on individual project schedules, as well as the level community interest in dual licensed streams (requiring active maintenance, hence dual licensing on inbound contributions).

With regard to projects which have Summer 2004 releases, the plan is to hold the current dates and publish CPL licensed releases on schedule. As soon as is practicable thereafter, these projects will prepare dual licensed releases. Meanwhile, the Eclipse Foundation will attempt to contact all contributors to all projects to seek their agreement to license their contribution under both the EPL and CPL. As above, all projects should have re-licensed by December 31 2004.

## 2.2 Plan Details

The plan can proceed along three parallel tracks, Approval, Implementation, and Communications, each of which is discussed in more detail below. In each track there are a set of milestones which can be used to measure progress, and also provide an opportunity to adjust the plan based on feedback and circumstances.

### 2.2.1 Approval Track

2.2.1.1 Issue draft plan for review by Eclipse Foundation Board of Directors, their advisors, and Eclipse legal advisors (Completed).

2.2.1.2 Obtain Board Approval, possibly with modifications to the plan (Completed)

2.2.1.3 Create a subcommittee of the Board ("the Relicensing Committee") to monitor progress and provide direction re: plan execution (Completed).

2.2.1.4 Review and approval of Final Plan for implementing re-licensing (August 18).

2.2.1.5 Publish the final Plan and associated supporting documents on the Eclipse web site (August 25).

### 2.2.2 Implementation Track

2.2.2.1 August 2$^{nd}$: Disseminate implementation plan (this plan) for review and comment (Completed).

2.2.2.2 August 18: Final Plan Approval (Mike Milinkovich)

2.2.2.3 August 16: Begin process of creating contributor knowledge base by surveying all projects (Kathleen Barry and Adrian Cho). Much of this work is already done as IBM has made available to the Foundation detailed lists of contributions made to the Platform and select other components led by IBM. In the course of doing this work, more detailed information may be collected on contributors and their contributions to assist with any downstream IP pedigree analysis. But the priority now is to facilitate the license transition process by first identifying contributors and then seeking their agreement to license their contributions under both the EPL and CPL.

The information needed for each committer or contributor:

a.      personal contact data (essential: name, email address, project(s); optional: address, phone, fax)
b.      does the person or their employer as appropriate agree that all of their contributions will also be licensed under the EPL.
c.      does the person agree that their personal data may be collected and stored by the Eclipse Foundation.

Other information:
d.      if a committer, have they read and agreed to the Eclipse Committer Agreement and the Eclipse Foundation IP Policy?
e.      employment information (name and address of employer; is the person participating as an individual or on behalf of their employer; is subject to an employment relationship which transfers IP rights from employee to employer; does the employer consent to their participation in the project and contribution of code and artifacts under CPL and EPL; is the person "non-affiliated", i.e. neither an employee of an Eclipse Foundation member company nor a signatory of the Membership Agreement).

2.2.2.4 August 25: TRANSITION BEGINS

a) Communications materials will be finalized and relevant documents made available on the website. The documents will include:

- EPL FAQ (owned by Rich Main & Mike Milinkovich and based on input from reviews of this plan and other parties). The FAQ will continue to evolve even after initial publication.
- Transition Process FAQ (owned by Adrian Cho and Brian Barry) will be aimed at developers and cover questions specific to the transition process.
- Changes to Terms of Use and Software User Agreement (Adrian Cho).
- Communications to contributors (Kathleen Barry, Adrian Cho)

b) CPL-EPL Transition is in effect. All inbound contributions are by default now contributed under both the CPL and EPL and can be applied to any development or maintenance stream. Contributors can, if necessary, contribute under only one license; in such a case it is the responsibility of the contributor to clearly indicate the license

selected by copyright labels and other notices. Such single-license contributions and their incorporation into the code base will be handled on a case-by-case basis during the transition period, similar to the process used now for incorporating third party code not contributed under the CPL.

d) Foundation begins contacting all contributors.  Kathleen Barry will handle the actual correspondence and compilation of results. Each case where the contributors cannot be contacted, where they do not wish for their contribution to also be licensed under the EPL, or where there are other issues, will be referred to Mike Milinkovich and handled on an individual basis.

2.2.2.5 CHANGES TO CONTENT

a) For releases that were already made available prior to August 25 2004 the CPL will be maintained.  Those releases cannot be re-licensed without opening a maintenance or development stream based on that release.

b) For open streams, once a stream is ready for release under the EPL,  the project has two re-licensing options:

i) Modify all the source files to change all legal notices.  Modify all abouts, feature licenses, and feature update licenses.

OR

ii) As per i) but source files will NOT BE UPDATED.  This means that source builds for the stream will contain source files with effectively "incorrect" license notices which will be "overridden" by the abouts, Software User Agreement and other content.  The use of this mechanism will be well publicized and explained in other documentation on the website including the FAQ.  Because it is possible to obtain content from www.eclipse.org in a variety of ways,  this needs to be explained carefully.  It is possible, for example, that users will obtain content directly from CVS and it will say "CPL" when it is actually both CPL and EPL.  The license status for each project should be known and documented on the Eclipse web site.

Support (advice) for these content updating efforts will come from the PMCs and  Adrian Cho.

Option i) is the preferred method. However, regardless of whether option i) or ii) is used, the notices may be changed to license under the EPL only or both the CPL and the EPL (see note below about restriction on open CPL streams after the Completion Date, December 31 2004).

Using one of the available options, projects should aim to provide dual licensed EPL/CPL content for their current release and its maintenance stream, as soon as is practical.   New development going forward should be done under EPL only.

**NOTE:  The plan goal is that by the December 31 2004 completion date, there will be NO open CPL or CPL-EPL streams of development and that all appropriate source files will be modified with EPL notices.  The Re-licensing Committee can approve exceptions to this rule, together with a stated duration for the exception. The criteria for considering an exception are: the size of the project; cost to completely change all source files; project schedules; and available resources.**

2.2.2.6 December 31st – TRANSITION ENDS

a) Except for cases approved specifically by the Re-licensing Committee, all new development streams must be EPL

b) All projects are offering both EPL and CPL licensed versions of their current release.

2.2.2.7 1H05 – EXACT DATE TBD – LICENSE SWITCHOVER

a) Terms of Use changed to license all incoming contributions as EPL only

b) All CPL streams have been stabilized and all development is being done under EPL.

**2.2.3 Communications Track**

2.2.3.1 Ensure that EPL is approved by the Open Source Initiative and posted on the list of approved licenses on their web site (Completed).

2.2.3.2 Define overall communications strategy, including issues, talking points, etc. (Mike Milinkovich)

2.2.3.3 Press release and briefings as per communications strategy.