

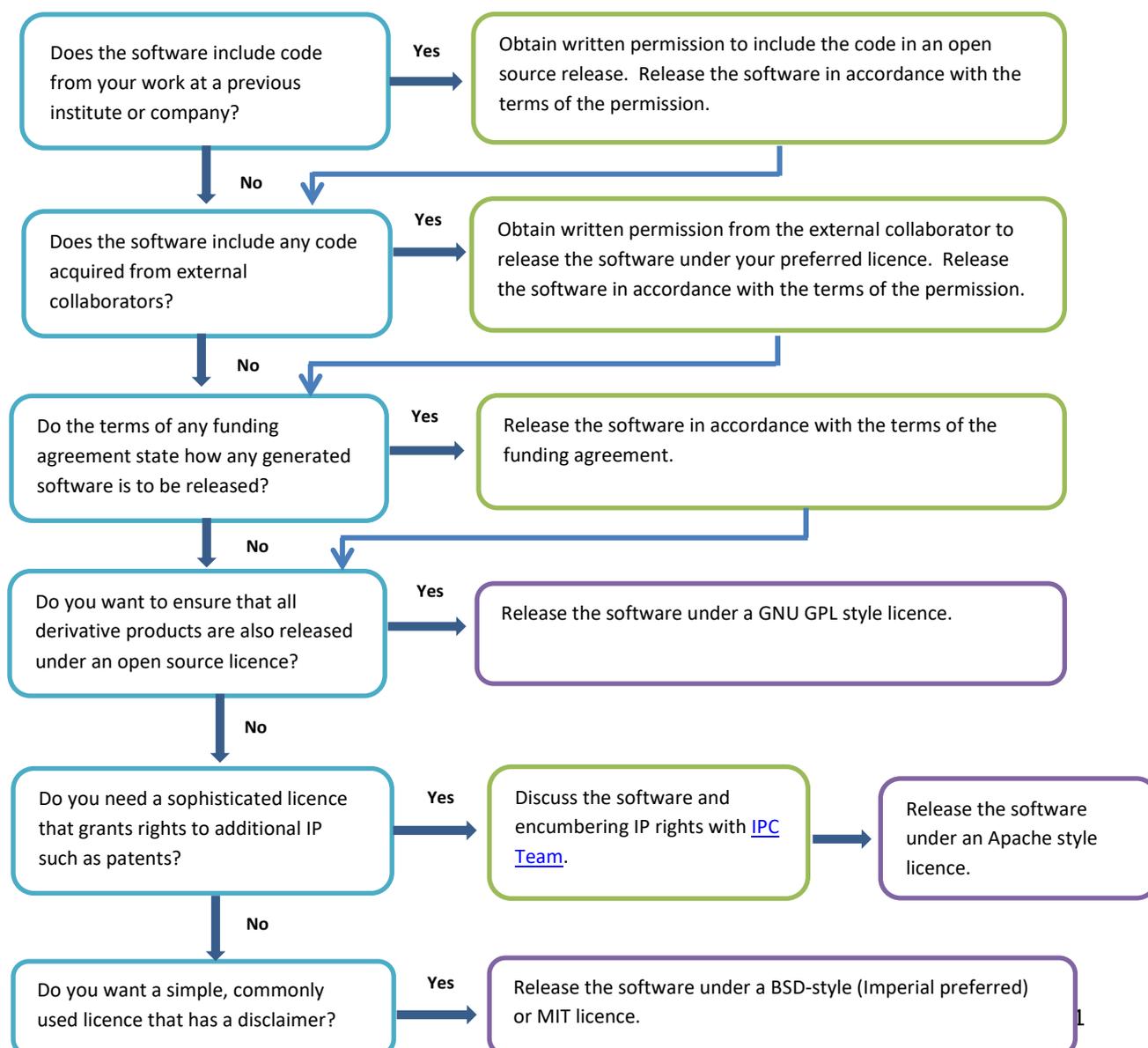
Open Source Software Licences

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Software creators who wish to licence their software for free (i.e. object code only) do not require an OSS licence and should contact Research Services for a bespoke, free software licence or an academic software licence. For advice on commercialising software contact your Faculty’s [IPC Team](#).

Flowchart Indicating which Open Source Software Licence to Use

For standalone software (i.e. software that does not incorporate other software or is not a derivative of other software), follow the flowchart below to determine the most appropriate licence:



Types of Licence

OSS licences can fall under two categories; permissive and restrictive. Permissive licences include the BSD, MIT-style and Apache licences. Their permissiveness allows for modified or enhanced software to be released under any new form of licence including a commercial licence. As such, OSS code can be combined with proprietary code to form a software product that can be sold under a commercial licence.

Restrictive licences comprise the GNU family of licences promoted by the Free Software Foundation (<http://www.gnu.org/>). They are constructed around the 'Copyleft' principle which requires derivative software to be distributed under the same OSS licence terms. It is a method for making software available and enabling them to be modified provided that all modified and extended versions of the program are made available under the same terms.

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Alternatively, there are less restrictive licences for 'weak conditions': e.g. LGPL (Lesser General Public Licence). With this licence, it is allowable to have a variation of parts released under different licences e.g. some parts of code must be distributed under original licence; other parts may be distributed under different licences. Precise areas of code need to be defined and attributed to a particular licence. GNU LGPL is commonly used for software libraries.

College Preferences

Use of permissive BSD 2- or 3-clause licence is preferred.

Copyright notice must be included. This should refer to "Copyright © 2014, Imperial College, London, All rights reserved." only. This is to ensure a consistent branding message is maintained.

A copy of the licence terms and conditions must be placed or linked prominently on the webpage.

An example of the 3-clause license template is below:

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Please refer to <http://www3.imperial.ac.uk/webguide/> for advice on how to set up a suitable webpage.

Please be aware that if software was developed outside of normal College duties, it should not be launched from the College website.

Derivative software

Modification of software code may result in the creation of derivative software that can be licensed under a different type of licence. The licence for the derivative software is dependent on the type of licence the original software was released under. Modifications or derivatives can be released as follows:

Original Software Licence	New Software Licence
GPL	GPL
LGPL	GPL or LGPL
MIT / BSD 2-clause etc.	Same or another licence

Areas for Consideration when Selecting a Suitable OSS licence

Complying with one software licence can result in inconsistencies between and when complying with other software licences. Follow the guidance below when choosing an appropriate OSS licence:

Guidance for Creators of Open Source Software

1. *Sponsors' terms* - Before releasing software, any sponsor rights must be considered as there may be restrictions which prevent the source code of the software from being publicised as open source. Any program, containing other software/code provided by a collaborating third party or which has been downloaded as open source software may contain specific or restrictive licence terms.
2. *Term's for using embedded code* - All third party code and materials which have been embedded in the software should be considered. The related licensing terms should be reviewed and complied with.
3. *Multiple OSS licences* - Any application which links many different components has the potential to be covered by several different licences. In order to establish which licences may be used, a list of each component that the program uses and the licence of that component should be prepared. This enables a licence review to be carried out with a focus upon potential encumbrances upstream in regard to future funding and use. When selecting a licence for derivative software that includes code acquired under several OSS licences it is wise to release the derivative work under the licence with the strongest terms (see table above) i.e. if the derivative software includes MIT, BSD and GPL licensed software then the new software should be released open source under a GPL licence.
4. *Stand-alone software* - GPL-licensed software may be distributed alongside, i.e. in addition to the software of a commercial system. In order for this to be valid and not infringe the licence terms, the free and non-free programs should communicate at arm's length, in such a manner that they are not combined in a way that would suggest they are effectively a single program.
5. *Discussions with [IPC Team](#)* – Please contact your Faculty's IPC Team who will be able to provide you with timely and appropriate advice and guidance, if you believe that the software you have created has commercial potential. Please note, if you wish to generate software for a particular purpose, it is important to ensure that the terms governing the incorporation of any open-source software is compatible with the intended end use.

N.B. Programs used to edit the source code, or to compile it, or study it, or record it, or are required to operate it, do not usually effect or cause problems with the licensing of that source code.