



LDBC

Collaborative Project

FP7 – 317548

D6.6.2 - Intellectual Property Rights (IPR) Plan

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Abstract (for dissemination)	The purpose of this deliverable is to define the IPR (Intellectual Property Rights) for the software components and output benchmark specifications of the LDBC project and the follow-on LDBC company. An open source scheme, benchmark specification and components will be made available to encourage third parties to adopt extend and publish benchmark results.
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Executive summary

This document will outline the envisioned IPR Strategy for the LDBC project and its successor organisation the LDBC company going forward. The LDBC Project will develop a series of benchmark specification and software components for RDF and Graph databases, with the key goal being to advance the performance of these databases similarly to that achieved by the TPC (Transaction Processing Council) in the relational database world.

As a result there is a need to clearly define the rules of ownership and transfer for materials produced over the course of the project and its successor company taking into account background IP brought into the project by partners and foreground IP developed over the course of the project.

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Abbreviations

LDBC	Linked Data Benchmark Council
TUC	the Technical User Community of the LDBC
TAB	the Technical Advisory Board
RDF	Resource Description Framework
IPR	Intellectual Property Rights
CC	Creative Commons license
GPL	General Public License

Introduction

This document defines the IPR (Intellectual Property Rights) plan for the software components and output benchmark specifications of the LDBC project and the follow-on LDBC company. An open source licensing scheme, benchmark specification and components will be made available to encourage third parties to adopt extend and publish benchmark results.

Assets Types and IPR Instruments

The IPR management for LDBC covers the asset types:

- Software components
- Disclosure rules
- Benchmark specifications
- Training materials
- Auditing services
- Brands

Table 1 briefly describes the various asset types and their envisioned protection strategy.

Asset	Description	IPR Instrument
Software Components	At the software components level the project consortium has to make sure that all technological artefacts and documentations used within LDBC adhere to a licensing framework that allows fair use and does not violate the software owners licensing models – be they open or proprietary – and related strategic business objectives.	GPL v2.0
Disclosure rules	Specify how a benchmark result must be documented. For example, all the hardware must be specified, with current pricing information, all configuration files must be attached, all test driver parameters and outputs must be published. Further, an auditor attestation letter must be attached, stating that the auditor verified proper conduct of all these procedures and has checked the compliance of the tested system against functional requirements in the benchmark specification, e.g. ACID support.	Creative Commons
Benchmark specifications	Intended for public consumption and for easy uptake by the relevant communities of vendors and users. To achieve broad acceptance they must be openly accessible. Therefore benchmark definitions will be published under a liberal open source license, e.g. Creative Commons or Apache 2. With an open license scheme, benchmark specifications and components will be available to the widest possible audience. This will also make it possible, and would be encouraged, for third parties to extend and publish LDBC benchmarks for their own purposes.	Creative Commons License
Training	Certification examinations for auditors will have	Creative Commons

material	considerable value for LDBC partners in that they can be used to generate revenue from individuals and organisations wishing to become officially recognised LDBC auditors. However, case must be taken to ensure that the non-profit authority that succeeds the LDBC project has control over training material and certification processes, such that it can update these when necessary and exploit them as a separate means to generate revenue and help to keep membership fees low.	License
Auditing services	Will be available from more than one source. The company wishing to publish an audited result may select the auditor. The LDBC TAB (Technical Advisory Board) will vote on which organizations from outside LDBC will be authorized.	Creative Commons License
Brands	The brands created by LDBC, like denominative marks, collimation marks, interface designs or similar will be subject to copyright and trademark rights or made available under a corresponding CC license.	Copyright or Creative Commons License

The output of the LDBC project and the follow-on LDBC company will be benchmark specifications that include, but are not limited to:

- procedural descriptions
- verification and auditing requirements
- disclosure rules
- how accuracy and performance are measured
- test drivers and program source code
- datasets and/or data generators
- queries and/or query patterns
- expected results

During the execution of the LDBC project, other material will be produced: scientific papers, surveys, reports, workshop results, and others. In a consortium of many partners, there will be unilateral, bilateral and consortium wide ownership of the IPR of project results. Thus in order to both protect IPR and exploit IPR to the maximum extent possible, IPR issues will be directly addressed by the board of the LDBC company. .

The LDBC company is being setup as a non-profit legal entity for LDBC, as a company limited by guarantee, in the UK. This company will take on the decision making responsibility from the LDBC project consortium once incorporated as will be detailed in its articles of association and bylaws once adopted.

The purpose of addressing IPR has these specific aims:

- To allow broad and easy access to all relevant LDBC materials to a wide audience.
- To encourage a common approach to identifying and generating IPR
- To insulate the materials of the LDBC from legal contest.
- To review project results (not directly linked to benchmark specifications) that have IPR potential and value.

LDBC Software Components

The LDBC Software components are comprised of a series of benchmark programs to enable vendors to conduct performance testing of the database (RDF or graph) . The tables below enumerate the different types of software components and the licensing policy undertaken for each.

Table 2 briefly details the available benchmarks and their licensing models .

Benchmark	Components	Licensing Policy
Semantic Publishing Benchmark (SPB)	Data Generator Query Generator Result Generator	GPL v2.0 ¹
Social Network Benchmark (SNB)	Data Generator Work Load Generator BI Query Generator	GPL v2.0

¹ Licensing terms of the datasets contributed by the BBC needs to be determined

IPR Use and Dissemination

Ownership of Background

The following Background has been brought into the LDBC project.

Table 3 Background

Background	License	Owner
Social Intelligence Benchmark (SIB)	GPL v2.0	CWI
Business Intelligence Benchmark (BIBM)	GPL v2.0	OGI

The copyright of these background software components needs to be double checked to ensure they are correct and do not potentially restrict their use in the LDBC software components being developed.

Ownership of Foreground

The Parties agreed to follow the basic ownership rule of the Seventh Framework Programme Accordingly, Foreground shall be the property of the Party carrying out the work generating that Foreground.

Where several Parties have jointly carried out work generating Foreground and where their respective share of the work cannot be ascertained, they shall have joint ownership of such Foreground. They shall establish an agreement regarding the allocation and terms of exercising that joint ownership. Where no joint ownership agreement has yet been concluded:

- each of the joint owners shall be entitled to use their jointly owned Foreground for internal research and educational purposes on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and
- each of the joint owners shall be entitled to use their jointly owned Foreground for commercial purposes and to grant non-exclusive licenses to third parties, without any right to sub-license, subject to the following conditions:
 - at least 45 days prior notice must be given to the other joint owner(s); and
 - fair and reasonable compensation must be provided to the other joint owner(s).

Transfer of Foreground

Each Party may transfer ownership of its own Foreground following the procedures of the EC-GA² Article II 27.

² ftp://ftp.cordis.europa.eu/pub/fp7/docs/fp7-ga-annex2-v6_en.pdf

The Parties recognize that in the framework of a merger or an acquisition of an important part of its assets, a Party may be subject to confidentiality obligations which prevent it from giving the full 45 days prior notice for the transfer as foreseen in the EC-GA, Article II 27.2.

Dissemination

Publication

Dissemination activities including but not restricted to publications and presentations shall be governed by the procedure of Article II.30.3 of the EC-GA subject to the following provisions.

Prior notice of any planned publication shall be given to the Parties concerned at least 45 days before the publication. Any objection to the planned publication shall be made in accordance with the EC-GA in writing to the Coordinator and to any Party concerned within 15 days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

An objection is justified if

- (a) the objecting Party's legitimate academic or commercial interests are compromised by the publication; or
- (b) the protection of the objecting Party's Foreground or Background is adversely affected.

The objection has to include a precise request for necessary modifications.

If an objection has been raised the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate actions are performed following the discussion.

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For the avoidance of doubt, a Party shall not publish Foreground or Background of another Party, even if such Foreground or Background is amalgamated with the Party's Foreground, without the other Party's prior written approval. For the avoidance of doubt, the mere absence of an objection according to 8.3.1 is not considered as an approval. A Party that disseminates Foreground without previous authorization from the other Parties may be declared to be a Defaulting Party by the General Assembly.

Cooperation obligations

The Parties undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree which includes their Foreground or Background subject to the confidentiality and publication provisions agreed in this Consortium Agreement.

Use of names, logos or trademarks

Nothing in this Consortium Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Parties or any of their logos or trademarks without their prior written approval.

Conclusion & Outlook

The LDBC Licensing Policy follows an approach of least interference to encourage the adoption of the benchmarks by both commercial, open source and individual organisations or members. To this end a GPL licensing model is being applied to the Software components and a creative common (CC) license is being applied to all other components due to its simplicity and ease of use.

The IPR statements of this document will evolve overtime when the LDBC company is fully incorporated and operational.

Appendix A: Creative Commons

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