

EARN EXECUTIVE - CONFIDENTIAL TO THE EARN EXECUTIVE

Proposal for the support of LISTSERV

issued by
secretariat
March 31, 1989

Attached is a draft contract from Eric Thomas regarding the support of LISTSERV. The Executive is invited to approve the signing of this document as requested by Eric Thomas.

Here are comments from F Griesen:

-3b listearn may be a good name, but I think we should be able to chose a name of our liking as long as it is not listserv

-3c it is a bit hard to remember always to mention the original author

-5 If we are not allowed to distribute 'listearn' to bitnet, the technical split is in fact forced as soon as any bitnet site accepts version 1.6 - I think it is already developed and maybe distribution has already started.

We do not have to sign anything at all, but the present license agreement forbids redistribution, so as long as Eric will not do it, new sites cannot acquire listserv. In my mind it is reasonable enough to sign something, so I think the exec should try to define what we can sign and then to negotiate. Eric has said he will accept minor changes, but not the contents, but again, we could try.

He asked for the contract to remain confidential until signed, and I quite agree (although some talks may be needed with bitnet, and the BOD may need to ratify).

I probably need not say we have a time pressure on this matter...

Here are comments from P Bryant.

I am opposed to signing any document that results in the version of LISTSERV used by BITNET being different from the one used by EARN.

License Agreement

This Agreement is void if not signed by both parties, or if any of the original print has been added to, overwritten or otherwise altered. Apart from the dates and signatures at the bottom, no pen ink should appear anywhere on this Agreement.

A. PARTIES INVOLVED

This Agreement has been established between Eric Thomas, author of the Revised LISTSERV software described in Annex 1 (hereinafter referred to as "LISTSERV"), and the European Academic and Research Network (hereinafter referred to as "EARN"), represented by its President, Frode Greisen. The mail addresses of the interested parties are:

Eric Thomas	Frode Greisen
EP division	UNI-C
CERN	Vermundsgade 5
1211 Geneva 23 (Switzerland)	DK2100 Copenhagen (Denmark)

B. RECEIPT OF THE AGREEMENT

Frode Greisen hereby certifies:

- o That he has received two identical copies of the present Agreement from Eric Thomas.
- o That both copies were dated and signed by Eric Thomas.
- o That he (Frode Greisen) has similarly dated and signed both copies.
- o That he (Frode Greisen) has read and kept one of the copies.
- o That Eric Thomas did not and will not receive any money from EARN in exchange for making this Agreement.

In addition, Frode Greisen accepts to return the second copy of this Agreement to Eric Thomas, by regular mail. Should this copy be lost by the PTT, Frode Greisen would accept, upon request from Eric Thomas, to sign another strictly identical copy and to return it to Eric Thomas in a similar fashion, until Eric Thomas confirms in writing that he has

received the document.

C. CONDITIONS OF THE AGREEMENT

The following has been agreed between the two parties:

1. Eric Thomas frees EARN, completely, permanently and irrevocably, of any legal obligation it might have towards him with respect to the usage of the LISTSERV software described in Annex 1 on those computing facilities of EARN members that have direct access to EARN, i.e. that are full "EARN nodes", PROVIDED that EARN abides by the restrictions listed in clause 3 hereunder. BITNET and NetNorth sites, as well as commercial or military organizations, are explicitly excluded from this Agreement, regardless of whether or not they are EARN members.
2. Eric Thomas frees EARN, completely, permanently and irrevocably, of any legal obligation it might have towards him with respect to the distribution of the LISTSERV software described in Annex 1 to the EARN sites mentioned in clause 1, and to these sites only, PROVIDED that EARN abides by the restrictions listed in clause 3 hereunder. BITNET and NetNorth sites, as well as commercial or military organizations, are explicitly excluded from this Agreement, regardless of whether or not they are EARN members.
3. In order to benefit from clauses 1 and 2 above, EARN has to abide by the rules and restrictions listed below. Failure to observe any of these rules at any time may result in an immediate cancellation of the Agreement, at the discretion of Eric Thomas.
 - a. EARN shall not modify or delete the original copyright statements of the software listed in Annex 1. Should EARN make changes to the software and wish to copyright these modifications, a second copyright statement should be added, reflecting the fact that EARN-owned changes have been made to a piece of software that is not the property of EARN, even though EARN might be allowed to use it free of charge.
 - b. If EARN decides to make changes to the software listed in Annex 1, EARN shall be bound to change all

occurrences of the name "LISTSERV" or "Revised LISTSERV" to "LISTEARN" in both the documentation and the messages produced by the software. This does not affect the "User ID" of the Virtual Machine running the software, which can remain set to LISTSERV.

Should EARN forget to modify some of the messages or documentation in the way that was described above, they shall NOT be financially liable to Eric Thomas; however, EARN shall be bound to correct this oversight upon request from Eric Thomas, or abandon the benefits of clauses 1 and 2 of this Agreement.

- c. Whenever EARN mentions EARN-sponsored developments made on the software listed in Annex 1 in a press review, seminar, conference, radio or television interview, press article, announcement via electronic mail or, more generally speaking, through any communication medium that is destined to reach a wide audience, EARN shall be bound to mention the fact that the original software was developed and written by Eric Thomas. If EARN-sponsored developments are not mentioned (for instance if EARN only mentions the use of the software on the network), EARN is not bound to mention the name of Eric Thomas.
 - d. EARN has complete freedom to change the version and release number of the software described in Annex 1, as long as EARN also changes its name to "LISTEARN" as described in point b of this present clause. Until this change is made, EARN is not authorized to alter the version or release number of any of the software described in Annex 1.
4. None of the clauses in this Agreement commit any of the future time or future work of Eric Thomas. In particular, future developments or changes that he might make to the software in question are explicitly excluded from this Agreement.
 5. It is clearly understood that, if EARN decided to make modifications to the software listed in Annex 1, the changes themselves would be the property of EARN BUT the software on which these changes were made would not thereby become the property of EARN; its legal ownership would remain unchanged. In particular, distribution of

the resulting (modified) software to sites not listed in clause 1 of this Agreement would require the written authorization of the legal owner of the original software described in Annex 1, whomever that owner may be at the time the distribution is made.

6. It is equally understood that this Agreement does not grant EARN the right to act on behalf of Eric Thomas for any purpose. Software distributed by EARN under the conditions listed in clause 2 of this Agreement would not be distributed "by EARN on behalf of Eric Thomas", but "by EARN under their own responsibility, with written authorization from Eric Thomas". In particular, the conditions of the License Agreement that accompanies software distributed directly by Eric Thomas are VOID when this software is distributed by EARN under the terms of clause 2 of the present Agreement; EARN is responsible for making its own License Agreement for the purpose of this distribution, bearing in mind the rules and restrictions listed in this present Agreement when doing so.
7. THE PRESENT AGREEMENT IS NOT TRANSFERRABLE. EARN IS NOT ALLOWED TO SUB-LICENSE ANY OF THE SOFTWARE LISTED IN ANNEX 1 TO ANY SITE THAT DOES NOT MATCH THE DESCRIPTION GIVEN IN CLAUSE 1.

Eric Thomas
Author of LISTSERV
Geneva, March the 10th of 1989

Frode Greisen
President of EARN

Annex 1 Description of the LISTSERV software

The terms "LISTSERV" and "LISTSERV software" refer to the following pieces of software, all of which have been written by Eric Thomas:

- o The "REVISED LISTSERV" mailing list management software, version 1, release 1.50, service level "FIX1501".
- o The "LISTSERV MAIL FORWARDING SUBSYSTEM" package, also known as "FORWARD package", as it exists on March the 10th of 1989.
- o The "LISTSERV RSCS LINE MONITOR SUBSYSTEM" package, also known as "LMON package", as it exists on March the 10th of 1989.

- o The "LISTSERV MICROCOMPUTER FILE SERVER" package, also known as "MCSERVE package", as it exists on March the 10th of 1989.
- o The "LISTSERV AUTOMATIC NODE UPDATE" package, also known as "NODEUPD package", as it exists on March the 10th of 1989.

This Agreement applies ONLY to the software listed above. In particular, it does not apply to software that had not been released as of March the 10th of 1989 (e.g. release 1.6 of Revised LISYSERV, or the User Directory Database package), nor to software that has not been written by Eric Thomas (e.g. the WHOIS package).