TSC Conditional Copyright Assignment Explainer

Contributors to the standard will be asked to sign a Copyright Assignment to transfer copyright ownership from the authors to Bitcoin Association (BA). The assignment is a Conditional Assignment, where the transfer of ownership is only effected on certain conditions being satisfied by BA. As copyright owner, BA will be responsible for managing the copyright, thus allowing contributors to focus on the technical standard itself. It also simplifies downstream licensing, since third parties need only seek a licence from a single Licensor.

What is it?

When creating a technical standards document, two forms of intellectual property (IP) are likely to arise, copyright and patents.

Copyright protects the words in the document such as the figures, pseudo-code, data structures. The owner of the copyright can control publication, distribution and modification of the specification.

Technical standard documents are usually treated as 'collaborative works', where the copyright is jointly owned by each of the contributors. The Copyright Assignment effects the transfer of copyright ownership from the authors to BA, on certain conditions, thus making it a 'Conditional Assignment'.

Why do we need it?

By assigning copyright to Bitcoin Association, it can publish and modify the specification without seeking permission from the individual authors. Since the specification is usually promoted through the BA website, it makes sense for BA to have control over that process.

It also provides adopters of the standard with more stability, since they can be assured that a given author will not suddenly withdraw their contribution or try and license it on different terms to the rest of the group.

As copyright owner, BA will be responsible for enforcing copyright, thus alleviating the contributors from the associated legal admin and allowing them to focus on the technical standard itself. It also simplifies downstream licensing, since third parties need only seek a licence from a single Licensor.

What are the 'conditions'?

The transfer of ownership is conditional on:

1. commercial use of any of the copyrighted material being used on the BSV blockchain only.
2. contributors (copyright assignors) distribute the standards document exclusively through the BA website and/or the TSC website owned by BA.
3. BA making the technical standard available under a copyright licence approved by the contributors.

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What happens if BA breaches these conditions?

If BA breaches any of the conditions listed above, then it must return the assigned copyright back to the original contributors. To do this, another (conventional) assignment would need to be executed between the relevant parties.

Ownership of the copyright is also returned to the original owners if BA ceases to exist or is no longer able to fulfil its purpose for which it was originally established

What copyright licence has been agreed?

The Conditional Copyright Assignment includes an example of a licence   which may dictate the conditions on which BA is to make the standard available to the public (Annex 2). It is largely inspired by the Open BSV licence Majority of contributing members of the Working Group of the Technical Standards Committee working on that standard may decide on different terms regulating BA's use and distribution of the standard.

The licence requires BA to allow the technical standard to be copied, modified, published and distributed **for free**, provided certain conditions are met. These conditions include that any commercial use of the copyrighted material in a software product be limited to the BSV blockchain only.

The licence also requires that any copies of the specification (or substantial parts thereof) include the copyright notice, i.e., © 2020 Bitcoin Association, and the text of the licence.

Any modifications or derivative works must be identified clearly and offered under the same licence. For example, a third party is free to expand on the standard further and even commercialise the improvement into a product, provided that product is for use with the BSV blockchain only. If the third party wanted to use a different blockchain, they would need to seek a commercial licence from BA.

Who needs to sign?

Each contributor to a given standards document needs to sign the Conditional Copyright Assignment. We recommend that each member of a given Working Group (WG) signs the assignment, even if they consider their contribution to be small.

BA will also need to sign the assignment.

Note: an employer usually owns the copyright for any work created by their employees. As a result, you may need to obtain a signature from someone who can sign on behalf of your company, for the copyright to be validly assigned from your company to BA.

How do we sign it?

You will receive a version of the assignment for signing via DocuSign. DocuSign will guide you to the relevant fields that need signing and provide means for signing those fields electronically.

When do we sign it?

Usually, the Copyright Assignment agreements should be signed shortly after a contributor joins the Working Group. At the latest, the handling of IP shouldbe decided after a first draft of the standards document is complete, but prior to publication. Prior to signing, members of the Working Group will be reminded of the various options for handling IP.

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Does this assignment come with any liabilities?

In case of the copyrights existing at the date of signing the copyright assignment, the contributor warrants that that he is their actual owner and that they are free from any encumbrances, rights and/or claims/liabilities of third parties.

What about patents?

Patents protect the underlying technical functionality, rather than the expression of an idea in words, pictures, music, etc.

Generally, any patentable inventions that arise whilst developing the standard will belong to the inventors (or their respective employers). For example, nChain has filed a patent application relating to 'Merkle Proof Standardised Format'. This patent application is offered to the BSV Community under [nChain's Patent Pledge](#).

Most organisations that set standards allow contributors to retain ownership of any patent applications provided they are offered on fair, reasonable, and non-discriminatory (FRAND) terms.

As a general rule, contributors will not be required to assign any patents to BA. Usually, contributors will be in a better position to handle the filing, prosecution and maintenance of their patents. At the very least, contributors will be expected to act in good faith and not use their patents in a manner that is disruptive to adoption of the standard.

Below is an example of a licence that is attached to the copyright assignment agreement by default (Annex 2)

License for the copyrights in technical standard released by the Technical Standard Committee of Bitcoin Association for BSV

(the "Copyrighted Material")

Bitcoin Association for BSV (the "**Licensor**")

Explainer: Copyright notice – BA is now the copyright owner and so the Licensor.

The Licensor is willing to license the Copyrighted Material to you only upon the condition that you accept all of the terms contained in this license agreement. If you do not agree to all of the terms of this license agreement, then the Licensor is unwilling to license the Copyrighted Material to you, and you may not download, install or use the Copyrighted Material in any manner whatsoever.

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block   height   #556767   with   the   hash "00000000000000000001d956714215d96ffc00e0afda4cd0a96c96f8d802b1662b".

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Explainer: BA does not provide users/adopters of the standard with any warranties

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