fairsfair Initial Body of Work

fairsfair Licence Agreement

Edition v1.0 · Published

Series	Legal
Source	fairsfair Licence Agreement
Licence	FF-L02 — fairsfair Licence Agreement
Owner	FRCB B.V.
Custodian	fairsfair foundation

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Publication Statement

This publication forms part of the fairsfair Licensing Series. It establishes the licensing conditions applicable to the Initial Body of Work, including supplementary provisions established pursuant to Article 9 of the European Union Public Licence. It preserves the foundational meaning established by the Initial Body of Work and introduces no independent foundational meaning. Trademark use is governed by FF-L04, conformance, certification and registration by FF-L03, and governance and stewardship of the Initial Body of Work by FF-L01.

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Foreword

Purpose

This Licence Agreement establishes the licensing conditions governing the fairsfair Initial Body of Work and its legitimate use, adaptation and distribution.

It preserves the distinction between the Foundational Series, the Initial Body of Work, technical specifications and operational implementations. It protects the Foundational meaning established by the Initial Body of Work while enabling independent implementation and sustainable stewardship.

Trademark use is governed by FF-L04, conformance, certification and registration by FF-L03, and governance and stewardship of the Initial Body of Work by FF-L01.

Derived from:

- fairsfair Publication Series

1. Stewardship Statement

The Initial Body of Work, as defined in FF-L01 — Governance Charter, is owned by FRCB B.V. The fairsfair foundation exercises Custodianship in accordance with FF-L01. Ownership remains with FRCB B.V. unless transferred by a separate written agreement.

Ownership of the Initial Body of Work may be transferred to the fairsfair foundation only by a separate written agreement, once appropriate institutional maturity has been achieved and the originating work and entrepreneurial commitment have been appropriately recognised.

This publication distinguishes between:

- Foundational Series, as the foundational source from which the Initial Body of Work derives;
- Initial Body of Work, as the authoritative publications constituting the fairsfair Publication Series;
- Stewardship, as the institutional responsibility for preserving the Foundational Integrity of the Initial Body of Work;
- Reference Specifications and Artefacts, as technical realisations supporting implementation; and
- Operational Implementations, as independent implementations realised within particular organisational or societal contexts.

These distinctions preserve foundational continuity while enabling independent innovation, implementation and long-term institutional stewardship.

2. Licensing Principles

The stewardship model established by this publication is founded upon four licensing principles.

2.1 Preservation

The Foundational Integrity of the Initial Body of Work shall remain preserved. Editorial clarification and further publication are encouraged, provided the Foundational Meaning established by the Initial Body of Work remains identifiable.

2.2 Stewardship

The Initial Body of Work is stewarded for the long-term benefit of the fairsfair Commons. The Initial Body of Work establishes Foundational Meaning. Stewardship preserves Foundational Integrity.

2.3 Openness

Operational implementations may realise the Initial Body of Work under the European Union Public Licence (EUPL v1.2) or other compatible licensing arrangements where expressly permitted. The Foundational Meaning established by the Initial Body of Work remains independent of any particular implementation technology.

2.4 Sustainability

Long-term stewardship of the Initial Body of Work requires sustainable institutional support. Such support may include:

- conformance assessment;
- certification;

- education;
- professional services;
- reference architecture;
- reference model and specifications;
- implementation guidance; and
- administration of registered conformance and corresponding logo use in accordance with FF-L04 — Trademark Policy.

These activities support the sustainable stewardship of the fairsfair Commons while preserving broad and legitimate adoption of the Initial Body of Work.

3. Relationship with the European Union Public Licence

The software components comprising Reference Architecture, Reference API Specification and Reference Implementations and Operational Implementations may be distributed under the European Union Public Licence (EUPL) v1.2, or another compatible licence where expressly permitted.

The EUPL governs the licensing of software. The fairsfair Initial Body of Work establishes the foundational concepts realised by that software. These constitute distinct but complementary responsibilities. The EUPL does not define the Foundational Meaning of the Initial Body of Work. The Foundational Meaning is established exclusively by the publications comprising the fairsfair Publication Series.

4. Incorporation by Reference

The official text of the European Union Public Licence (EUPL) Version 1.2 is incorporated by reference. Where translations exist, the official publications of the European Union remain authoritative. Nothing contained within this publication modifies the legal effect of the EUPL.

The supplementary provisions applicable to software components are established pursuant to Article 9 of the EUPL. The provisions of Supplement A and Supplement B concerning the Initial Body of Work, trademarks and institutional stewardship are established independently of the EUPL as a content and stewardship license governing non-software subject matter. Each set of provisions governs only those matters falling within its respective scope.

5. Supplementary Provisions pursuant to Article 9 of the EUPL

5.1 Purpose

These Supplementary Stewardship Provisions preserve the Foundational Integrity, stewardship and sustainable evolution of the Initial Body of Work. They supplement the EUPL. They do not replace it. In case there is any dispute between the EUPL and these Supplementary Stewardship Provisions, the EUPL shall prevail.

5.2 Scope

These supplementary provisions protect the integrity of the Initial Body of Work and govern the conditions under which the Work may be represented as conformant with it. Detailed rules concerning use of the fairsfair name and marks, stewardship, conformance assessment, certification and governance are established separately in FF-L04, FF-L03 and FF-L01. Nothing in these provisions grants the Steward authority over an individual Transaction or over the Agreements, Agency, Data Roles, access rights or Authorisation Registers through which that Transaction is constituted.

5.3 Foundational Integrity

The Foundational Integrity of the Initial Body of Work shall remain identifiable. Implementations may differ. Technologies may evolve. Organisations may adopt different operational practices. Such evolution shall not alter the Foundational Meaning established by the Initial Body of Work.

5.4 Foundational Stewardship

Stewardship preserves the Foundational Integrity of the Initial Body of Work. Stewardship does not prescribe implementation technologies or operational business models. Stewardship preserves foundational consistency while enabling independent implementation. Governance and stewardship of the Initial Body of Work are established in FF-L01 — Initial Body of Work Governance Charter.

5.5 Relationship between Publications

The publications comprising the fairsfair Foundational Series possess distinct constitutional responsibilities. A publication may refer to another publication. It shall not redefine a publication upon which it depends. Where uncertainty arises, the publication possessing defined responsibility for the relevant concept remains authoritative.

5.6 Conformance Claims

A Licensee may represent a Derivative Work or implementation publicly as conformant with the Initial Body of Work only while the applicable self-assessment or certification is actively registered in accordance with FF-L03 — Conformance and Certification. The claim shall identify the subject, applicable Initial Body of Work version, scope, assessment route and any limitation. A material change requires reassessment and, where applicable, an updated registration before the public claim is continued.

6. Jurisdiction and choice of law

This Licensing Package and the (non-)contractual obligations arising from or connected to it are governed by Dutch law. All disputes arising from or connected to this Agreement, or any further agreements resulting from it, will be exclusively resolved, at first instance or in interim relief proceedings, by the competent court in The Hague, the Netherlands.

Supplement A — Foundational Series and Initial Body of Work

11. Purpose

Supplement A establishes the foundational relationship between the Foundational Series, the Initial Body of Work and their institutional stewardship. It preserves foundational continuity while enabling independent technical realisation, organisational adoption and future institutional stewardship.

12. The Foundational Series

The Foundational Series comprises the observations, professional practice and research from which the Initial Body of Work derives. It constitutes the factual basis upon which the Foundational Meaning of the Initial Body of Work is established.

The Foundational Series remains distinct from the Initial Body of Work and from Reference API Specifications, Reference Implementations and Operational Implementations.

The Foundational Series may continue to mature through ongoing professional practice and research. Such maturation does not alter the Foundational Meaning established by published versions of the Initial Body of Work.

13. Initial Body of Work

The Initial Body of Work comprises the authoritative publications constituting the fairsfair Publication Series. Together they establish the Foundational Meaning governing legitimate, impartial and interoperable digital interactions. The Initial Body of Work, including the Reference Architecture and Reference Model, constitutes the authoritative reference from which Reference API Specifications, Reference Implementations and Operational Implementations derive.

14. Foundational Meaning

The Foundational Meaning established by the Initial Body of Work, including the Reference Architecture and Reference Model, remains authoritative. Reference API Specifications, Reference Implementations and Operational Implementations shall preserve that Foundational Meaning within their respective responsibilities. Where uncertainty arises, the Foundational Meaning established by the Initial Body of Work prevails.

15. Reference Architecture

Reference Architecture forms part of the Initial Body of Work. Within its defined responsibility, it provides the architectural expression of the Foundational Meaning established by the Initial Body of Work. It expresses that meaning in a form suitable for technical realisation while remaining independent of any particular implementation technology or operational environment.

One or more Reference API Specifications and Reference Implementations may realise the Reference Architecture. Such specifications and implementations remain subordinate to the Initial Body of Work and shall preserve the Foundational Meaning within their respective responsibilities.

Reference Architecture does not modify or replace the Foundational Meaning established by another authoritative publication within the Initial Body of Work. Where uncertainty or inconsistency arises, the authoritative publication within the Initial Body of Work possessing defined responsibility for the relevant concept remains authoritative.

16. Reference API Specification and Reference Implementations

Reference API Specifications provide detailed technical specifications, and Reference Implementations provide technical realisations, supporting implementation of the Reference Architecture. Reference API Specifications and Reference Implementations shall preserve the Foundational Meaning established by the Initial Body of Work.

Reference API Specifications, Reference Implementations and Operational Implementations may evolve independently to accommodate technological development. Such evolution shall not alter the Foundational Meaning established by the Initial Body of Work.

17. Operational Implementations

Conformance assessment and certification are governed by FF-L03 — Conformance and Certification. A conformance claim may be made only after the applicable assessment requirements have been satisfied. Certification, where issued, confirms only the assessed conformance and version stated in the certification. Certification does not by itself create a public record or support a public fairsfair conformance claim. Public recognition requires active registration under FF-L03. Certification does not create Agency, assign a Data Role, grant access rights or establish authority to participate in or act within an individual Transaction.

18. Transfer of Stewardship

The Initial Body of Work is presently stewarded by FRCB B.V. Long-term stewardship of the Initial Body of Work may be transferred to the fairsfair Foundation when institutional maturity has been achieved. Any transfer of intellectual property rights shall be effected by a written deed of assignment in accordance with applicable law and shall take effect only upon execution of such deed. Such transfer may recognise the originating work and entrepreneurial commitment associated with the development of the Foundational Series.

The nature, timing and form of such recognition cannot be predetermined. They shall mature in accordance with the institutional development, adoption and value created through the fairsfair Commons. Transfer of stewardship shall not alter the Foundational Meaning established by the Initial Body of Work.

Supplement B — Stewardship of the Commons

19. Purpose

Supplement B establishes the institutional arrangements supporting the long-term stewardship of the Commons established by the Initial Body of Work. It distinguishes between constitutional openness and institutional stewardship.

- Constitutional openness enables legitimate adoption.
- Institutional stewardship preserves Foundational Integrity.

20. The Commons

The Commons comprise the Initial Body of Work, its institutional stewardship, and the community contributing to their legitimate adoption, implementation and continued maturation. The Commons are stewarded for the long-term public benefit. No participant owns the Commons. Every participant may contribute to their continued maturation in accordance with the Foundational Meaning established by the Initial Body of Work.

21. Legitimate Adoption

The Initial Body of Work is intended for broad and legitimate adoption. Legitimate adoption includes:

- study;
- implementation;
- education;
- research;
- operational deployment;
- further stewardship.

Legitimate adoption preserves the Foundational Meaning established by the Initial Body of Work while allowing independent implementation.

22. Trademark

The fairsfair name and associated trademarks (registered or applied for) identify provenance, stewardship and demonstrated conformance. Trademark protection preserves clarity regarding the Foundational Meaning established by the Initial Body of Work. Trademark rights remain independent of software licensing.

The fairsfair name and logo identify fairsfair and, where applicable, registered conformance. Trademark rights remain independent of software licensing. Truthful referential use and conformance-related use of the fairsfair name and logo are governed by FF-L04 — Trademark Policy. Broader trademark rights remain with the trademark owner.

23. Conformance

The fairsfair foundation shall maintain and publish the conformance requirements and registration arrangements governed by FF-L03 — Conformance and Certification. Those requirements and arrangements shall protect the integrity of the Initial Body of Work and shall not grant the fairsfair foundation authority over any individual Transaction, Agreement, Agency, Data Role, access right or Authorisation Register.

24. Certification

Certification provides formal assurance that conformance has been established within the identified scope. Public recognition requires separate registration under FF-L03. Certification does not constitute ownership, authorship or constitutional authority and may evolve independently of implementation technologies.

25. Stewardship Services

Stewardship Services support the sustainable stewardship of the Commons. Such services may include conformance assessment, certification, education, implementation guidance, reference architecture, reference model, reference specifications and professional advisory services. The provision of Stewardship Services does not alter the Foundational Meaning established by the Initial Body of Work.

26. Alternative Licensing Arrangements

Operational Implementations may be realised under alternative licensing arrangements where compatible with the Foundational Meaning established by the Initial Body of Work and the applicable software licence.

Alternative arrangements shall preserve Foundational Meaning, Foundational Integrity, legitimate adoption and sustainable stewardship.

27. Sustainable Stewardship

The long-term preservation of the Commons requires sustainable institutional stewardship. Such stewardship may be supported through:

- Stewardship Services;
- education;
- certification;
- research;
- grants;
- donations;
- institutional partnerships;
- other lawful means consistent with this publication.

Sustainable stewardship enables the continued preservation and maturation of the Commons for future generations.

28. Continued Foundational Maturation

The Initial Body of Work constitutes published foundational observations. Professional practice, research and experience may continue to mature the Foundational Series from which the Initial Body of Work derives. Such maturation shall not alter the Foundational Meaning established by published versions of the Initial Body of Work. Subsequent publications may establish additional Foundational Meaning through the publication process governed by FF-L01 — Initial Body of Work Governance Charter. Each published version remains a complete constitutional observation in its own right.

29. Publication Stewardship

The Initial Body of Work is stewarded through publication. Each publication constitutes a complete constitutional work within the fairsfair Publication Series. Publications may be revised, superseded, withdrawn or archived in accordance with FF-L01 — Initial Body of Work Governance Charter. Published versions remain part of the institutional history of the Initial Body of Work. Superseding a publication does not invalidate its historical constitutional significance.

References

Normative
- fairsfair Publication Series
- European Union Public Licence (EUPL) v1.2

Informative
- Reference API Specifications
- Reference Implementations
- Domain Profiles
- Publication Register

Provenance

This publication derives its Foundational Meaning exclusively from the fairsfair Foundational Series. It establishes the licensing conditions and licence-level stewardship principles governing the Initial Body of Work.

It introduces no independent Foundational Meaning.