

Global Alliance for Genomics and Health: Copyright Policy

1. PURPOSE

The purposes of this GA4GH Copyright Policy (“Policy”) are to:

- a. Encourage open and collaborative participation of institutions and individuals in standards development under clear expectations and in conformity with the [GA4GH Mission](#);
- b. Ensure that the GA4GH has clear rights under copyright law to adapt and utilize Contributions, incorporate them into GA4GH standards, and to distribute those standards widely;
- c. Encourage access and uptake of GA4GH standards through clear licensing;
- d. Maintain the integrity and compatibility of GA4GH standards;
- e. Encourage Users to extend GA4GH standards where appropriate and contribute improvements back to the GA4GH;
- f. Recognize both organizations and individuals for their contributions to standards development; and
- g. Ensure consistency and coherence between this copyright policy and other GA4GH IP policies (i.e., trademark, patent).

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- a. Apache License – the Apache 2.0 License, a copy of which is attached hereto as Appendix A.

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END OF TERMS AND CONDITIONS

Policy Revision History

Policy Number/Version	Date Effective	Summary of Revisions
POL 005 / v 1.0	April 2020	See table below
POL 005 / Draft	December 2019	Initial draft

Summary of comments/updates from Dec 2019 version:

- comments received from 2 member organizations' legal counsel + 3 individual contributors on Github.
- improved grammar consistency. (accepted)
- suggestion that we include contributor attributions ([link](#)). (not accepted)
- suggestion we avoid version numbers and dates (if this is a living document). (final version will be simply released as GA4GH policy with an approval date).
- terms such as derivative requiring definition within the document rather than assumptions coming from the US national legal context. (no change at this time, but we will monitor if this is an important area of uncertainty. We note that terms used are relatively global and reflect the uniformity promoted by the Berne Convention).
- paragraph 7 has a concern on the idea of 'ownership of copyright'.(no change at this time, but we will monitor if this is an important area of uncertainty).
- definition of Translation removed, as there is no longer a restriction on derivatives.
- added definition of derivative works for clarity.
- added s 4(b) to clarify that the request for a license in contributions only for standards development does not in any way restrict rights of contributors in their contributions.

Summary of updates from Sept 2019 version:

- there are no longer copyright-based restrictions on derivatives (as this raised concerns from many people). Instead, there are now only restrictions on redistribution of derivatives that use the GA4GH trademark.
- added clarity that the policy applies only to copyright and copyright-related rights (not patents).
- added clarity that GA4GH owns copyright in any derivative works or compilations (but contributors retain ownership of their original contribution).