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Copyleft License: The Upcoming Authorship Laws in the Digital Era

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ABSTRACT

"The free movement does not claim freedom for the user to copy and counterfeit the work, only the ability of the author to grant this freedom to subsequent users"

-Severine Dusollier

Intellectual Property is a valuable intangible asset for any business and thus, it is important to ensure its protection in the best possible way. Copyright is one of the types of Intellectual Property protection granted to a creator providing him with exclusive rights over his original artistic and literary creation. However, in this golden age of digital information, management of ever-growing information has caused the paradigm shift from Closed Access to Open Access which in turn is contributing to the extended facets of access policy and is believed to be adding strength and value to knowledge management which is one of most prioritized concerns of information sector. Any research result or information activity or pragmatic motion which is a product of knowledge process, basically propose to reach the every possible intend user. Transpired from the radical activism of free software movement which is responsible for bringing the programmers from all around the globe under one roof, against the backdrop of Internet, new technologies and the intangible properties, Copyleft is an agreement promoting free sharing of ideas and knowledge with an objective to encourage inventiveness.

This paper attempts to unfold the ideology behind the newfound Copyleft laws in the first segment, along with by a deep insight into the relevant provisions regarding Copyleft licenses in the next segment followed by a critical analysis of the said provisions and concluding remarks in the final segment.

Keywords: *Copyleft, Copyright, Intellectual Property, Information, Law, Open Access.*

I. INTRODUCTION

Open access and use of knowledge are fundamental for the advancement of the cultural and scientific enterprises. Any barrier erected in this regard may retard or impede progress to the

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detriment of the whole mankind. For this reason, transparency and accessibility to information is a key concern for artists and scientists in all disciplines. Access to information is not only of practical importance. It is one of the universally recognized human right to culture and education. As noted by the United Nations Special Rapporteur in the field of cultural rights:

> *"[t]he conjoined human right to science and culture should be understood as including a right to have access to, use and further develop technologies in self- determined and empowering ways. New scientific knowledge as well as artistic innovations increase available options, thereby strengthening people's capacity to envisage a better future for which access to specific technologies may sometimes be pivotal... thereby giving the opportunity for meaningful participation in the life of local, national or international communities* (para. 55)."[3]

The current framework of intellectual property laws revolves around protecting others from tampering with an author's work – the copyright holder decides who can use it, who can change it, and who can share. Human ideas and thoughts tend to develop over pre-existing ideas and notions available around. The rationale behind copyright law is essentially utilitarian[4] : copyright protections provide an economic incentive to create.[5] Copyright protects ownership of the results of creative activity, this provides rewards for the activity, and because creators are assured exclusive ownership, their investment in creation and distribution can be recouped.[6] Moreover, copyright guards against a problem of free-riders; it prevents people from imitating works, then selling the imitations at a lower cost because they can avoid initial outlays, thus undercutting the original producer.[7]

Computer and networking technologies have fostered the development of new forms of literary works, such as hypertext-linked World Wide Web pages. At the same time, existing literary works, such as books, magazines, and pamphlets, are transformed in cyberspace because the microprocessor and the Internet allow users to copy, modify, and distribute works stored in electronic media. Authors who wish to share their work with the public can use computer technology to make their works widely available. The technology also allows

[3] Report of the Special Rapporteur in the field of cultural rights, A/70/279, 4 August 2015.
[4] Severine Dusollier, *"Open Source and Copyleft: Authorship Reconsidered?"*, 26 COLUM. J.L. & ARTS 281 (2003).
[5] Paul Goldstein, COPYRIGHT'S HIGHWAY: FROM GUTENBERG TO THE CELESTIAL JUKEBOX 17-20 (rev. ed. 2003).
[6]Goldstein, *supra* note 3
[7]Goldstein, *supra* note 3

co-authors to collaborate across great distances and even makes it possible for strangers to create literary and artistic works collaboratively. These collaborators use computer networks to provide copies of their works to themselves and others at almost zero cost. A recipient can download digital copies of a work, which are, by definition, identical to the original and can easily be modified. The recipient may update the work or otherwise contribute to it and then make the modified work available to others. In this manner, members of the public with non-commercial interests can collaborate in ways that were previously impossible

Because these authors do not charge for copies of their works, they might assume that their works do not need copyright or other intellectual property coverage. But if these authors just abandon their copyright, others can establish their own rights in works based on the authors' original work. An author may want to share, but at the same time, want to prevent people from establishing proprietary rights in a derivative work. Upon reflection, it was observed that this lawlessness in the e-frontier can be mitigated by building a richer public domain and changing the assignment of rights from the automatic “all rights reserved” to a more egalitarian version dubbed “some rights reserved”, which came to be known as the Copyleft movement. Copyleft in a way is a direct criticism of the concept of copyright. Where copyright believes that an author should get the right to prevent others from using his copyrighted work, Copyleft critiques that and frames on an ideology that a work should be free for everyone to use and ideas should be free to think and develop upon.

II. Concept of Copyleft:

The word ‘Copyleft’ is the opposite of copyright in a way. In common parlance, Copyleft implies the free availability of an individual’s work wherein the word ‘free’ connotes freedom in terms of its access and not monetary compensation. In other words, when an individual can make his/her own work available to all freely and another individual has the liberty to modify as per his/her own will such that the same will also be open to public. Copyleft allows the public to access, make altercations and present the same to the public Copyleft is recognised by the presence of inverted picture of the letter ‘C’ i.e the opposite of copyright, symbolically.

On the other hand, various countries protect the works of an individual by means of issuing a copy right. Copyright protects literary works, dramatic works, musical works, artistic works, cinematographic works, ideas and sound records. [8] Jurisprudentially, copyright seeks to prohibit other individuals from using one individual’s copyright work without their consent.

[8] S. 13 Copyright Act, 1957 (India).

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Whereas, Copy left cannot be copyrighted and the philosophy of Copyleft is not only based on providing free access to all to one's work but also to make changes to another individual's original work. [9]

III. IDEOLOGY OF COPYLEFT:

Ownership has often been defined as having control and holding the property completely. Once can own a house, hectares of land, a corporate entity, documents even another living being like a pet. The common link between the abovementioned examples is its tangibility. All these items are tangible and thus can easily be owned. However, the moot question is whether information can be owned and if so, then in the interest of innovation and development should one curtail information.

Intellectual Property can be defined as the properties that are a creation of human skill. It refers to products of mind and intellect which possess the capability of commercial exploitation. Intellectual Property relates to knowledge and information which can be incorporated in tangible objects. The ultimate aim and objective of Intellectual property givesits makers due recognition for the skill that he/she has employed, be it in the form of a patent, copyright or a trademark among others. However, in giving due recognition the intellectual property right laws provide a bundle of rights to the maker or the developer as well such as right to prevent others from using his/her creation without his/her permission. In doing so, the law restricts and curbs innovation.

Innovation is creation and development of new things which add value and provide an edge to its maker. In order to innovate one needs information. One cannot create a thing without due research and information. It has been said that, information is power and disinformation is an abuse of power.[10]In comparison to the past, humanity has become more progressive and developed. Mankind has a tendency to create new ideas about knowledge that has already existing and thereby constantly tries to improve the existing knowledge. "Copyleft" is one such mechanism that promotes innovation using existing knowledge.

Numerous theories have been written on the impact of production and the society due to the effect that time is not constant. One such theory is the Labour Theory propounded by Karl Marx, which is based on the assumption the needs and wants of the society keeps changing and in order to keep with at pace with the ever-changing needs the methodology of production and distribution needs to change as well. Thus in a way, Karl Marx propagated for

[9] K.G. KUMAR, BEYOND THE MARKET, FREEDOM MATTERS, ECONOMIC AND POLITICAL WEEKLY, Vol. 36, No. 36 (Sep. 8-14, 2001).
[10]Newton Lee

the existence of Copyleft as restriction ownership in the hands of a few will make it very difficult to the change the means of production as instead of sharing the information gets curtailed and its fruits are only eaten by a few people which in intern increases their welfare and well-being as opposed to others. In other word, Marxism provided protection to society against ownership in the hand of one individual of vital resources.[11]

IV. TYPES OF COPYLEFT LICENSES:

(A) PUBLIC DOMAIN LICENSE:

Public Domain Licenses are also referred to as 'permissive free software license'. The objective of these licenses is to allow individuals to make changes or do anything which is possible to do to the software. So one can access, utilise, change, in fact even allows an individual to further circulate the software. For instance, BSD license, Apache license etc belong to this category of licenses.

(B) CREATIVE COMMON LICENSE:

The licence acts as a tool which provide for s free distribution of work which is otherwise copyrighted under laws. An author can use when he/she wants to give people right to share, use, modify and develop upon the work they have created. These licenses create and maintain a balance between the traditional "All Rights Reserved" methods which was created by the copyright law. [12] These licenses help in creating a collection of information which can be reviewed, modifies, sold or even used for further development by another individual. This license is a combination of copy left and copyright. The Licensors i.e. the innovators od the license may obtain a copyright but at the same time they permit other individuals to access, edit, modify their work side by side though any development or achievement that is achieved that will be credited to the original innovators of the software which is accessible to all.

(C) STRONG COPYLEFT LICENSE:

Strong Copyleft licenses are the licenses which state that both modified and unmodified copies must also be protected under the same or under a similar license[13]. Thus, these licenses have been called "viral licenses". Examples of such license are GNU General Public License, Sleepy Cat License etc.

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[11] Arushi Maheshwari & Kartik Agarwal, '*Copyleft: 'Copying 'done 'Right*', The Indian Journal of Law, Vol. 4.1, 2017, http://docs.manupatra.in/newsline/ articles/Upload/CD7EE46B-F529- 42C7-AA95-899D5283C495.1- B__IPR.pdf, last accessed in 30.05.2020

[12] On Licenses, https://creativecommons.org/licenses, (last accessed on 30.05.2020)

[13] Deam A. Frantsvog, *All Rights Reserved : A Study of Copyleft, Open – Source, and Open Content Licensing* ,5 CIER, 15-22 (2012).

(D) WEAK COPYLEFT LICENSE:

Weak Copyleft licenses imply that the e source code that plunged from programming authorized under them, will stay under the same weak Copyleft permit. Be that as it may, one can connection to frail Copyleft code from code under an alternate permit (counting non-open-source code), or generally fuse it in a bigger programming[14].

V. LEGALITY OF COPYLEFT LICENSES:

Historically, Copyright law was created to safeguard literal works and the Patent law was developed to safeguard the mechanical works. Classifying computer programmes as it is, is not that simple. It is literal piece of work having a functional character. Moreover, the development of Open source[15]philosophy compels one to re-think the application of Intellectual property right to computer programmes and software's.

The legal instrument for propagating the open source philosophy and its interpretation and application of Intellectual Property laws is the license[16]. The open source philosophy constructed a counterintuitive licensing system based on the same legal premise as proprietary software but to different ends. Yielding Intellectual Property Rights through the means of licenses, the open source faction promotes functional freedom for software, for developers and users alike. Ultimately, the Open Source license is a specialized application of the conventional software license.[17]

The moot question is whether Copyleft licenses possess any contractual value in the eyes of the law, and stands disputed. In the landmark case of *Jaconsen v Katzer*[18], the American court held that Copyleft licenses do not possess any contractual value as they infringe upon the copyright laws. The court's ratio was that in order for a Copyleft license to be termed as a contract or have any contractual value a contribution has to be made, which in the abovementioned case the court did not believe to have been made. Although, this ratio has been opposed by several courts by stating that it is not mandatory to make a contribution to form a contract. For instance, in the important case of *Artifex Software v. Hancom*[19], the American court upheld the Copyleft GNU-GPL license as its contractual value was duly acknowledged by the court. The court also stated that by recognizing such a license the

[14] Raymond, Eric Steven, Licensing HOW TO, (July , 2017), http://www.catb.org/~esr/LicensingHOWTO.html#id2789302.
[15] Open source software is so called because the source code is open, i.e. available to all.
[16]License
[17] Vikrant N. Vasudeva, *Open Source Software Paradigm and Intellectual Property Rights,* 17 JIPR, 511-520 (2012).
[18]609 F. Supp. 2d 925.
[19]U.S Dist. WL 1 (2017).

Copyleft license holders would be obliged to disclose the altercation that were made to the software.

These licenses not only have to be contractually accredited but also have to be incoherence with the moral right in countries were moral rights are recognised as for the licensors the rewards are in terms of reputation and attribution and not monetary. For instance, the Indian Copyright Act, acknowledged the right of paternity and integrity in relation to computer programs.[20] In such countries, infringement of Copyleft licensing terms would be considered as a violation of the maker's moral rights. In Germany, the law can restrict the person modifying the code if the author of the code raises an issue. Similarly, the Indian Copyright Act, permits the author of the work to retain a right to prevent distortions or impairments to his work. [21]

In todays, digital era moral rights are extremely vital. Firstly, access to knowledge is a human right thus the developers of the content must be given due acknowledgment. Secondly, principles of integrity, disclosure assignment are conferred within moral rights. Moral rights can also provide the correct legal framework: the moral rights principle clearly prohibits the possibility of ownership or possession in businesses. [22]

The Open access philosophy and moral rights are to an extent related to each other and share certain commonalities. Both reflect anti-corporate approaches to creative work. Each of them focuses on individual rights in their own way. Indeed, the two ideals share common social concerns. Moral rights, through preserving the link between human personality and creative work, aim to preserve culture. Through encouraging people to use and re-use culture to create new culture, Copyleft aims to encourage it.

Ultimately, the Copyleft licenses ensure that there is Software available is royalty free , Source codes are disclosed, provide freedom to modify the software and endure that anyone redistributing the modified version will provide similar independence to others for freely using, redistributing, and making alteration in that software so that the whole community is benefited,[23] thereby promotes growth, innovation and development and practices of goof business. Copyleft has then come a long way from its origin by founding the supporters worldwide and has resulted in a wide variety of open and free to use license which otherwise

[20]Section 57 Indian Copyright Act, 1957 (India).

[21]Section 14 Indian Copyright Act, 1957 (India).

[22]A. Karthiayani, *Copyleft and Moral Rights: A Viable Solution to Enhance the Interestsof Copyright Owners in Open Access Models*,15 Supremo Ammicus (last accessed on 31.05.2020 on https://supremoamicus.org/wpcontent/uploads/2020/01/A17.v15.pdf).

[23] On Copyleft, https://meity.gov.in/content/copyright (last accessed on 30.05.2020).

is copyrighted.[24]

VI. Criticism of Copyleft Licenses:

Copyleft licenses, which subsist principally on the digital medium, are subject to the unprecedented law surrounding the Internet and business transactions carried out on its countless global connection of computers. The issue of contract formation is of primary importance which includes whether the use of digital (shrink-wrap, click-wrap, or browse-wrap) licenses, is sufficient to prove that a contract was formed through the manifestation of assent to the terms of the license. Following this prominent issue is whether different copyleft licenses are compatible with one another, and whether a public domain dedication is legally enforceable.[25] These unresolved issues illustrate the problem with seeking judicial resolutions to achieve the movement's goal.

1. An automated attempt of manifestation of assent is made by Copyleft licenses immediately after the user either downloads the work or, at the very least, exercises any exclusive rights owned by the rights holder. For example the GNU GPL states that "by modifying or propagating a covered work, you indicate your acceptance of this license to do so."[26] Similarly, all Creative Commons licenses state, "by exercising any rights to the work provided here, you accept and agree to be bound by the terms of this license."[27]This feature makes the user bound by the terms of the license as downloading a work constitutes its reproduction. However, there is a possibility, that the user was never aware of the license or that he was aware of the license but was not aware of its terms. Thus, it is unclear whether the parties are entering into a binding contract.

The first scenario is much like shrink-wrap licenses[28] where the user buys a physical product, which is encased in shrink-wrap, but does not receive the license until after opening the shrink-wrap and accepting the goods. Under this scenario, in a digital context, the user is presented with the license for the first time only after they download

[24] Arushi Maheshwari & Kartik Agarwal, '*Copyleft: 'Copying 'done 'Right*', The Indian Journal of Law, Vol. 4.1, 2017, http://docs.manupatra.in/newsline/ articles/Upload/CD7EE46B-F529- 42C7-AA95-899D5283C495.1- B__IPR.pdf, last accessed on 30.05.2020.

[25] Christopher S. Brown, "*Copyleft, The Disguised Copyright: Why Legislative Copyright Reform is superior to Copyleft Licenses*", 78 UMKC L. REV. 749 (2010).

[26]See Free Software Foundation, GNU General Public License, at Preamble (version 3 2007), available at http://www.gnu.org/copyleft/gpl.html [hereinafter GNU GPL]; see also 17 U.S.C. § 106 (2009).

[27] See, e.g., Creative Commons, Attribution 3.0 Unported, http://creativecommons.org/licenses/by/3.0/legalcode (last visited May, 24, 2020).

[28] A shrink-wrap license is a license contained inside a software package enclosed in shrink-wrap. Thus, the purchaser, the licensee, does not receive the license until after he or she opens the shrinkwrap. See ProCD, Inc. v. Zeidenberg, 86 F.3d 1447, 1449 (7th Cir. 1996).

the work (a "digital shrink wrap").[29]The second scenario, often called a browse-wrap license, is where the license is referenced on the same web page as the work available for download. In this typical situation, the webpage would contain a small link at the bottom of the page that would either link the user to the specific license involved or a list of licenses, one of which would be the license applicable to the specific work.[30]The third scenario, referred to as a click-wrap license,[31] occurs when a user is presented with a prompt after clicking to download a work. The prompt would then require the user to either accept or decline the license and they would only be allowed to download the work if they click accept. Courts are most likely to enforce click-wrap licenses because it is easier to establish that the user was aware of the license and that they accepted the license through an affirmative action. The dearth of guarantees concerning the enforceability of copyleft licenses conveyed above creates problems for both the rights holder and the user. Ultimately, the unenforceable nature of these licenses leads to unavoidable litigation. Such a holding would leave the rights holder with only one option, that is, to register the work[32] and institute an expensive and time-consuming copyright infringement action in a federal court.[33]

2. Creative Commons licenses, The Open Source Initiative's Artistic License and the FSF's GNU Free Documentation License ("GFDL") are the most commonly used licenses in artistic communities. However, the existence of compatibility issues in theses licences have resulted innumerous problems. For instance, copyleft licenses normally contain provisions for the distribution and modification of a work. However, not all copyleft licenses allow for the modification of a work, and some even require that the derivative works be relicensed under the exact same license.[34]This poses a problem when two works are involved, both subjected to two different copyleft licenses. Rationally, in a situation where two different artistic works with two different licenses are to be integrated, the license with stricter regulations should ideally control the transaction. However, this solution might be unsuccessful in determining the actual intent of the original licensor (of the less strict license) if his work is suddenly subject to a stricter license than originally created.

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[29]Brown, *supra*note 6.
[30]Brown, *supra*note 6.
[31]Specht v. Netscape Commc'ns. Corp., 306 F.3d 17, 23-24 (2d Cir. 2002).
[32]Niva Elkin-Koren, "*What Contracts Cannot Do: The Limits of Private Ordering in Facilitating a Creative Commons*", 74 FORDHAM L. REv. 375, 379 (2005).
[33]R. Polk Wagner, "*Information Wants to Be Free: Intellectual Property and the Mythologies of Control*", 103 COLUM. L. REV. 995, 1032 (2003).
[34]Brown, *supra*note 6.

A prime model includes Wikipedia, an online reference encyclopedia made in 2001 with content contributed from clients spreading over the whole globe. Initially the substance on Wikipedia was dependent upon the FSF's GFDL. This permit allowed clients to duplicate, adjust, and disperse both the first substance and any subsidiary works openly. This permit additionally had limitations requiring the client to accredit the first author(s), give certain copyright and guarantee sees, and in particular, that licensees must permit the attempts to every single resulting licensee under the equivalent FSF permit. This last prerequisite turned into an issue when clients needed to blend content authorized under a Creative Commons permit with content that would get subject to the GFDL when added to Wikipedia. For instance, when one permit granted the capacity for the licensee to alter their work, the other permit limited a similar right. It became difficult to accomplish the two purposes with just one permit. Therefore, both Wikipedia and the FSF found a way to resolve the circumstance. The FSF re-examined the GFDL and made another segment which managed what the FSF called "Massive Multiauthor Collaboration Sites". It allows sites such as Wikipedia to republish content originally subject to the GFDL under the new Creative Commons Attribution Share Alike License.[35] It isn't clear, in any case, if a client can utilize the material under one permit and not the other, or in the event that they should conform to the particulars of the two licenses and give notice to every single future licensee that the work is contingent to both licenses. Another issue of conflict is the point at which one permit concedes the option to make subordinate works while an alternate permit holds or confines this right. The Artistic License from the Open Source Initiative, for instance, permits the licensee to make imitative or derivative works. Be that as it may, Creative Commons offers two licenses that don't permit the licensee to make or disseminate unoriginal works. Consequently, the final product is that two works may not be utilized together in the event that they are dependent upon various copyleft licenses that are not perfect with respect to subsidiary works rights. The Artistic License would forestall the material subject to the Creative Commons permit from being blended in with its material, and the other way around. In this way, the reason for the copyleft development, to make unreservedly distributable and modifiable works, can't be accomplished if there are a wide range of copyleft licenses being used that are not good with each other.

[35] Adrienne K. Goss, "*Codifying a Commons: Copyright, Copyleft, and the Creative Commons Project*", 82 CHI.-KENT L. REV. 963 (2007).

3. A few rights holders are of the opinion that artistic expressions are best advanced if their works can be utilized openly, as a skeletal structure to develop and inspire new original works. To meet this end, Creative Commons made two components to permit an individual to guarantee or devote their attempts to the public. The first mechanism is the Public Domain Dedication whereas the next system is all the more a permit, which grants a rights holder to postpone all rights made by the Copyright Act. The first option, the PDD, is more of a declaration than a contract and is intended for works that have lost copyright protection due to the expiration of their copyright. The subsequent choice, the permit, permits a rights holder to give up their privileges by expressing that they "devote" their work to the public space despite the fact that their security under the Copyright Act has not lapsed. It is indistinct, be that as it may, if both of the choices above are lawfully enforceable. At first, unique works, when fixed in a substantial medium, get programmed copyright assurance. This assurance proceeds until the copyright terminates, so, all things considered the work enters the open area and turns out to be free for anybody to use with exceptionally insignificant limitations. The Copyright Act does not allow for early dedication to the public domain; thus, the dedications above may have no legal effect. Without a legal enforcement mechanism, the user of a work “dedicated” to the public domain will never know if their use constitutes infringement.[36]
4. The Copyright Act treats both computer software and artistic works essentially the same, but consumers do not perceive the two communities in the same way. Computer software is, for the most part, perceived as utilitarian in nature, while artistic works are generally perceived as entertaining, or perhaps aesthetic, in nature. Thus, although customs played a large role in the open source computer software industry, they have not done the same in artistic communities.

VII. Conclusion:

Copyleft was created as a weapon against copyright. But there are reasons besides a complete disagreement with proprietary rights for ensuring public use of a work without abandoning it to the public domain. Copyleft Licenses encourage the development of collaborative works by ensuring that they will always be available to the public. They can be applied to other works to provide an island of collaboration and public access in a sea of proprietary rights. The digital technologies are ideal media for people who are not selling content, but are only creating and providing it. Authors no longer need publishers to disseminate their thoughts and

[36]Brown, *supra*note 6.

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opinions. However, on the other side of the coin, Copyleft licenses, pose some challenges, judicial resolution of which is not practical, especially because a unified common law regarding the licenses will likely never occur. The internet is a realm where individuals freely exchanged creative works without concern for revenue or licenses. However, as licensing becomes more publicly accessible, the world of art becomes increasingly commercial. The popularity of copyleft licenses and the increase in creative and diverse ways to apply and use these concepts are evident that copyleft is not a fad or idea that will perish. Licensing as strategy itself has now gone into new limits with the prevailing concept of Copyleft.

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