

1 **1 Introduction**

2 The OASIS IPR (Intellectual Property Rights) Policy governs the
3 treatment of intellectual property in the production of
4 specifications and other works by OASIS Open (hereafter referred to
5 as OASIS).

6 This Policy applies to all members of OASIS and their Affiliates (as
7 defined below). The OASIS Board of Directors may amend this Policy
8 at any time at its sole discretion. In the event of such change to
9 this Policy, the Board will provide instructions for transition of
10 membership and Technical Committees to the new Policy; however, no
11 change to this Policy will be effective in less than 60 calendar
12 days from the date it is announced to the membership.

13 **2 Definitions**

14 Each capitalized term within this document shall have the meaning
15 provided below or in the section in which such term is defined.

16 1. Affiliate - any entity that directly or indirectly controls, is
17 controlled by, or is under common control with, another entity,
18 so long as such control exists. In the event that such control
19 ceases to exist, such Affiliate will be deemed to have withdrawn
20 from OASIS pursuant to the terms set forth in the withdrawal
21 provisions in Section 11. For purposes of this definition,
22 control means direct or indirect beneficial ownership of or the
23 right to exercise (a) greater than fifty percent (50%) of the
24 voting stock or equity in an entity; or (b) greater than fifty
25 percent (50%) of the ownership interest representing the right to
26 make the decisions for the subject entity in the event that there
27 is no voting stock or equity.

28 2. Contribution - any material submitted to an OASIS Technical
29 Committee by a TC Member in writing or electronically, whether in
30 an in-person meeting or in any electronic conference or mailing
31 list maintained by OASIS for the Technical Committee and which is
32 or was proposed for inclusion in an OASIS Specification.

33 3. Contribution Obligation - a licensing obligation that results
34 from making a Contribution as described in Section 9.1.

- 35 4. Contributor - a TC Party on whose behalf a Contribution is made
36 by the TC Party's TC Member.
- 37 5. Eligible Person - one of a class of individuals that include:
38 persons holding individual memberships in OASIS, employees or
39 designees of organizational members of OASIS, and such other
40 persons as may be designated by the OASIS Board of Directors.
- 41 6. Essential Claims - those claims in any patent or patent
42 application in any jurisdiction in the world that would
43 necessarily be infringed by an implementation of those portions
44 of a particular OASIS Specification created within the scope of
45 the TC charter in effect at the time such OASIS Specification was
46 developed. A claim is necessarily infringed hereunder only when
47 it is not possible to avoid infringing it because there is no
48 non-infringing alternative for implementing the Normative
49 Portions of the particular OASIS Specification. Existence of a
50 non-infringing alternative shall be judged based on the state of
51 the art at the time the OASIS Specification is approved.
- 52 7. Feedback - any written or electronic input provided to an OASIS
53 Technical Committee by individuals who are not TC Members and
54 which is proposed for inclusion in an OASIS Specification. All
55 such Feedback must be made under the terms of the Feedback
56 License (Appendix A).
- 57 8. IPR Mode - an element of an OASIS TC charter, which specifies the
58 type of licenses required for any Essential Claims associated
59 with the output produced by a given Technical Committee. This is
60 further described in Section 4.
- 61 9. Licensee - any organization, including its Affiliates as defined
62 in this document, or individual that licenses Essential Claims
63 from Obligated Parties for a particular OASIS Specification.
64 Licensees need not be OASIS members.
- 65 10. Normative Portion - a portion of an OASIS Specification that must
66 be implemented for an implementation to comply with such
67 specification. If the OASIS Specification defines optional parts,
68 Normative Portions include those portions of the optional part
69 that must be implemented if the implementation is to comply with
70 such optional part. Examples and/or reference implementations

- 71 that may be included in an OASIS Specification are not Normative
72 Portions.
- 73 11. OASIS Committee Draft - a draft technical work, designated as
74 such, that has been approved by a Technical Committee within the
75 scope of its charter as specified in the OASIS Technical
76 Committee Process.
- 77 12. OASIS Committee Specification - a technical work, designated as
78 such, that has been approved by a Technical Committee for public
79 implementation.
- 80 13. OASIS Party - a member of OASIS (i.e., an entity that has
81 executed an OASIS Membership Agreement) and its Affiliates.
- 82 14. OASIS Specification - as the context requires, an OASIS Committee
83 Specification and/or an OASIS Standard.
- 84 15. OASIS Standard - an OASIS Committee Specification that has been
85 submitted by a Technical Committee and reviewed and approved by
86 the OASIS membership as specified in the OASIS Technical
87 Committee Process.
- 88 16. OASIS TC Administrator - the person appointed by the OASIS Board
89 of Directors to represent OASIS in administrative matters
90 relating to TCs.
- 91 17. OASIS Technical Committee (TC) - a group of Eligible Persons
92 formed and conducted according to the provisions of the OASIS
93 Technical Committee Process.
- 94 18. OASIS Technical Committee Process - the "OASIS OPEN TECHNICAL
95 COMMITTEE PROCESS", as from time to time amended, which describes
96 the operation of Technical Committees at OASIS.
- 97 19. Obligated Party - a TC Party that incurs a licensing obligation
98 for its Essential Claims by either a Contribution Obligation or a
99 Participation Obligation.
- 100 20. Participation Obligation - a licensing obligation that arises
101 from membership in an OASIS Technical Committee, as described in
102 Section 9.2.

- 103 21. Products - only those specific portions of products (hardware,
104 software or combinations thereof) that implement and are
105 compliant with all Normative Portions of an OASIS Specification.
- 106 22. RAND Mode TC - an OASIS TC that is chartered under the RAND IPR
107 Mode described in Section 4.
- 108 23. RF Mode TC - an OASIS TC that is chartered under one of the RF
109 IPR Modes described in Section 4.
- 110 24. TC Member - an Eligible Person who has completed the requirements
111 to join a TC during the period in which s/he maintains his or her
112 membership as described by the OASIS Technical Committee Process.
113 A TC Member may represent the interests of a TC Party in the TC.
- 114 25. TC Party - an OASIS Party that is, or is represented by, a TC
115 Member in the relevant Technical Committee.

116 **3 Confidentiality**

117 Neither Contributions nor Feedback that is subject to any
118 requirement of confidentiality may be considered in any part of the
119 OASIS Technical Committee Process. All Contributions and Feedback
120 will therefore be deemed to have been submitted on a non-
121 confidential basis, notwithstanding any markings or representations
122 to the contrary, and OASIS shall have no obligation to treat any
123 such material as confidential.

124 **4 TC Formation**

125 At the time a TC is chartered, the proposal to form the TC must
126 specify the IPR Mode under which the Technical Committee will
127 operate. This Policy describes three (3) IPR Modes.

- 128 1. RAND IPR Mode - requires all Obligated Parties to license their
129 Essential Claims using the RAND licensing elements described in
130 Section 10.1.
- 131 2. Unrestricted RF IPR Mode - requires all Obligated Parties to
132 license their Essential Claims using the RF licensing elements
133 described in Sections 10.2 and 10.2.1.

134 3. Restricted RF IPR Mode - requires all Obligated Parties to
135 license their Essential Claims using the RF licensing elements
136 described in Sections 10.2 and 10.2.2.

137 A TC may not change its IPR Mode without closing and submitting a
138 new charter.

139 **5 Contributions**

140 **5.1 General**

141 At the time of submission of a Contribution for consideration by an
142 OASIS Technical Committee, each named co-Contributor (and its
143 respective Affiliates) is deemed to agree to the following terms and
144 conditions and to make the following representations (based on the
145 actual knowledge of the TC Member(s) making the Contribution, with
146 respect to items 3 - 5 below, inclusive):

- 147 1. OASIS has no duty to publish or otherwise use or disseminate any
148 Contribution.
- 149 2. OASIS may reference the name(s) of the Contributor(s) for the
150 purpose of acknowledging and publishing the Contribution.
- 151 3. The Contribution properly identifies any holders of copyright
152 interests in the Contribution.
- 153 4. No information in the Contribution is confidential, and OASIS may
154 freely disclose any information in the Contribution.
- 155 5. There are no limits to the Contributor's ability to make the
156 grants, acknowledgments, and agreements required by this Policy
157 with respect to such Contribution.

158 **5.2 Copyright Licenses**

- 159 1. To the extent that a Contributor holds a copyright interest in
160 its Contribution, such Contributor grants to OASIS a perpetual,
161 irrevocable, non-exclusive, royalty-free, worldwide copyright
162 license, with right to directly and indirectly sublicense, to
163 copy, publish, and distribute the Contribution in any way, and to
164 prepare derivative works that are based on or incorporate all or
165 part of the Contribution solely for the purpose of developing and
166 promoting the OASIS Specification and enabling (subject to the

167 rights of the owners of any Essential Claims) the implementation
168 of the same by Licensees.

169 2. To the extent that a Contribution is subject to copyright by
170 parties that are not Contributors, the submitter(s) must provide
171 OASIS with a signed "Copyright License Grant" (Appendix B) from
172 each such copyright owner whose permission would be required to
173 permit OASIS to exercise the rights described in Appendix B.

174 **5.3 Trademarks**

175 1. Trademarks or service marks that are not owned by OASIS shall not
176 be used by OASIS, except as approved by the OASIS Board of
177 Directors, to refer to work conducted at OASIS, including the use
178 in the name of an OASIS TC or an OASIS Specification, or
179 incorporated into such work.

180 2. No OASIS Party may use an OASIS trademark or service mark in
181 connection with an OASIS Specification or otherwise, except in
182 compliance with such license and usage guidelines as OASIS may
183 from time to time require.

184 **6 Limited Patent Licenses for Specification Development**

185 To permit TC Members and their TC Parties to develop implementations
186 of draft versions of an OASIS Committee Specification while it is
187 being developed by a TC, each OASIS Party, by becoming a member of
188 OASIS, grants to each other TC Party automatically and without
189 further action on its part, and on an ongoing basis, a limited, non-
190 exclusive royalty-free license (or an equivalent non-assertion
191 covenant) to any Essential Claims required to implement such draft
192 specification and to make and use (but not to sell or otherwise
193 distribute) Products that implement such draft specification, solely
194 for the purpose of testing and developing such specification and
195 only until either the specification is approved as an OASIS
196 Committee Specification or the Technical Committee is closed.

197 **7 Feedback**

198 1. OASIS encourages Feedback to OASIS Specifications while they are
199 being developed from both OASIS Parties who are not TC Parties
200 and the public at large. Feedback will be accepted only under the
201 "Feedback License" (Appendix A).

202 2. OASIS will require that submitters of Feedback agree to the terms
203 of the Feedback License before transmitting submitted Feedback to
204 the Technical Committee.

205 **8 Disclosure**

206 1. Disclosure Obligations - Each TC Member (whether a TC Party or a
207 representative of a TC Party), shall disclose to OASIS in writing
208 the existence of all patents and/or patent applications that are
209 owned or claimed by such TC Party that are actually known to such
210 TC Member directly participating in the TC, and which such TC
211 Member believes may contain any Essential Claims or claims that
212 might become Essential Claims upon approval of an OASIS
213 Specification as such document then exists (collectively,
214 "Disclosed Claims"). For the avoidance of doubt, while the
215 disclosure obligation under this section applies directly to all
216 TC Parties, this obligation is triggered based on the actual
217 knowledge of the TC Party's TC Members regarding the TC Party's
218 patents or patent applications that may contain Essential Claims.

219 2. Disclosure of Third-Party Patent Claims - Each TC Party whose TC
220 Members become aware of patents or patent applications owned or
221 claimed by a third party that contain claims that might become
222 Essential Claims upon approval of an OASIS Specification is
223 encouraged to disclose them, provided that such disclosure is not
224 prohibited by any confidentiality obligation binding upon them.
225 It is understood that any TC Party that discloses third-party
226 patent claims to OASIS does not take a position on the
227 essentiality or relevance of the third-party claims to the OASIS
228 Specification.

229 In both cases (Sections 8.1 and 8.2), it is understood and agreed
230 that such TC Party(s)' TC Member(s) do not represent that they know
231 of all potentially pertinent claims of patents and patent
232 applications owned or claimed by the TC Party or any third parties.

233 3. Disclosure Requests - Disclosure requests will be included as
234 described in Section 14 with all public review copies of OASIS
235 Specifications (including drafts of such specifications). All
236 OASIS Parties are encouraged to review these specifications and
237 make appropriate disclosures.

- 238 4. Limitations - A disclosure request and the obligation to disclose
239 set forth above do not imply any obligations on the recipients of
240 disclosure requests (collectively or individually) or on any
241 OASIS Party to perform or conduct patent searches. Nothing in
242 this Policy nor the act of receiving a disclosure request for a
243 draft or approved OASIS Specification, regardless of whether it
244 is responded to, shall be construed or otherwise interpreted as
245 any kind of express or implied representation with respect to the
246 existence or non-existence of patents or patent applications
247 which contain Essential Claims, other than that such TC Party has
248 acted in good faith with respect to its disclosure obligations.
- 249 5. Information - Any disclosure of Disclosed Claims shall include
250 (a) in the case of issued patents and published patent
251 applications, the patent or patent application publication
252 number, the associated country and, as reasonably practicable,
253 the relevant portions of the applicable draft or approved OASIS
254 Specification; and (b) in the case of unpublished patent
255 applications, the existence of the unpublished application and,
256 as reasonably practicable, the relevant portions of the
257 applicable draft or approved OASIS Specification.
- 258
259 3. OASIS encourages Feedback to OASIS Specifications while they are
260 being developed from both OASIS Parties who are not TC Members
261 and the public at large. Feedback will be accepted only under the
262 "Feedback License" (Appendix A).
- 263 4. OASIS will require that submitters of Feedback agree to the terms
264 of the Feedback License before transmitting submitted Feedback to
265 the Technical Committee.

266 **9 Licensing Obligations**

267 **9.1 Contribution Obligation**

268 A Contributor incurs a Contribution Obligation for any claims under
269 its patents or patent applications that become Essential Claims as a
270 result of its Contribution becoming incorporated (either in whole or
271 in part) into the OASIS Specification in connection with which they
272 were contributed.

273 **9.2 Participation Obligation**

274 A TC Party incurs a Participation Obligation for any claims under
275 its patents or patent applications that would be Essential Claims
276 under an OASIS Committee Draft, if that draft becomes an OASIS
277 Specification, even if the TC Party's does not make a Contribution,
278 when all of the following conditions are met:

- 279 • An OASIS Specification is finally approved that incorporates
280 such OASIS Committee Draft, either in whole or in part;
- 281 • The TC Party has been represented by TC Member(s) on such TC
282 for a total of 60 calendar days, which need not be continuous;
- 283 • A period of seven (7) calendar days after the ballot to
284 approve an OASIS Committee Draft closes has elapsed.

285 For organizational TC Parties, the membership threshold is met by
286 one or more employees or organizational designees of such Parties
287 having been a TC Member on any 60 calendar days, although any given
288 calendar day is only one day of membership, regardless of the number
289 of participants on that day.

290 Each time a new OASIS Committee Draft is approved by the TC, the
291 Participation Obligation adjusts to encompass the material in the
292 latest OASIS Committee Draft seven days after such draft has been
293 approved for publication.

294 **10 Licensing Requirements**

295 **10.1 RAND Mode TC Requirements**

296 For an OASIS Specification developed by a RAND Mode TC, each
297 Obligated Party in such TC hereby covenants that, upon request and
298 subject to Section 11, it will grant to any OASIS Party or third
299 party: a nonexclusive, worldwide, non-sublicensable, perpetual
300 patent license (or an equivalent non-assertion covenant) under its
301 Essential Claims covered by its Contribution Obligations or
302 Participation Obligations on fair, reasonable, and non-
303 discriminatory terms to make, have made, use, market, import, offer
304 to sell and sell, and to otherwise distribute Products that
305 implement such OASIS Specification. Such license need not extend to

306 features of a Product that are not required to comply with the
307 Normative Portions of such OASIS Specification.

308 At the election of the Obligated party, such license may include a
309 term requiring the Licensee to grant a reciprocal license to its
310 Essential Claims (if any) covering the same OASIS Specification to
311 [that Obligated Party][all implementers of such OASIS
312 Specification], and/or a term providing that the license may be
313 suspended with respect to the Licensee when that Licensee sues [the
314 Obligated Party][any implementer] for infringement of claims
315 essential to implement such OASIS Specification.

316 License terms that are fair, reasonable, and non-discriminatory
317 beyond those specifically mentioned above are left to the Licensees
318 and Obligated Parties involved.

319 ***10.2 RF Mode TC Requirements***

320 For an OASIS Specification developed by an RF Mode TC, each
321 Obligated Party in such TC hereby covenants that, upon request and
322 subject to Section 11, it will grant to any OASIS Party or third
323 party: a nonexclusive, worldwide, non-sublicensable, perpetual
324 patent license (or an equivalent non-assertion covenant) under its
325 Essential Claims covered by its Contribution Obligations or
326 Participation Obligations without payment of royalties or fees and
327 (subject to the applicable Section 10.2.1 or 10.2.2) under other
328 fair, reasonable, and non-discriminatory terms to make, have made,
329 use, market, import, offer to sell and sell, and to otherwise
330 distribute Products that implement such OASIS Specification. Such
331 license need not extend to features of a Product that are not
332 required to comply with the Normative Portions of such OASIS
333 Specification.

334 Granting of such license may be subject to the agreement by the
335 Licensee to grant a reciprocal license to its Essential Claims (if
336 any) to [that Obligated Party][all implementers of such OASIS
337 Specification], and/or a term providing that the license may be
338 suspended with respect to the Licensee when that Licensee sues [the
339 Obligated Party][any implementer] for infringement of claims
340 essential to implement such OASIS Specification.

341 **10.2.1 Unrestricted RF-Licensing Terms**

342 With TCs operating under the Unrestricted RF IPR Mode, license terms
343 that are fair, reasonable, and non-discriminatory beyond those
344 specifically mentioned in Section 10.2 are left to the Licensees and
345 Obligated Parties involved.

346 **10.2.2 Restricted RF-Licensing Terms**

347 With TCs operating under the Restricted RF IPR Mode, Obligated
348 Parties may not impose any further conditions or restrictions beyond
349 those specifically mentioned in Section 10.2 on the use of any
350 technology or intellectual property rights, or other restrictions on
351 behavior of the Licensee, but may include reasonable, customary
352 terms relating to operation or maintenance of the license
353 relationship such as the following: choice of law and dispute
354 resolution.

355 **11 Withdrawal and Termination**

356 A Party may withdraw from a TC or from OASIS at any time by
357 notifying the OASIS TC Administrator in writing of such decision to
358 withdraw. Withdrawal shall become effective upon the receipt of
359 such written notice by OASIS.

360 **11.1 Withdrawal from a Technical Committee**

361 A Party that withdraws from an OASIS Technical Committee shall have
362 Continuing Licensing Obligations based on its Contribution
363 Obligations and Participation Obligations as follows:

- 364 1. A Party that has incurred neither a Contribution Obligation nor a
365 Participation Obligation prior to withdrawal has no licensing
366 obligations for OASIS Specification(s) originating from that
367 OASIS TC.
- 368 2. A Party that has incurred a Contribution Obligation but not a
369 Participation Obligation prior to withdrawal continues to be
370 subject to its Contribution Obligation.
- 371 3. A Party that has incurred a Participation Obligation prior to
372 withdrawal continues to be subject to its Participation
373 Obligation but only with respect to OASIS Committee Drafts
374 approved more than seven (7) calendar days prior to its
375 withdrawal.

376 **11.2 Termination of an OASIS Membership**

377 A Party that terminates its OASIS membership is deemed to withdraw
378 from all TCs in which the Party has TC Member(s) representing it,
379 and such Party remains subject to Continuing Licensing Obligations
380 for each such TC based on its Obligated Party status in that TC on
381 the date that its membership termination becomes effective.

382 **12 Limitations of Liability**

383 *In no event will OASIS be liable to any OASIS Party or any third*
384 *party, or will any OASIS Party be liable to OASIS, any other OASIS*
385 *Party, or to any third party, for the cost of procuring substitute*
386 *goods or services, lost profits, loss of use, loss of data, or any*
387 *incidental, consequential, direct, indirect, punitive, or special*
388 *damages, whether under contract, tort, warranty, or otherwise,*
389 *arising in any way out of this Policy, whether or not OASIS or such*
390 *OASIS Party, as applicable, had advance notice of the possibility of*
391 *such damages.*

392 **13 General**

393 By ratifying this document, OASIS warrants that it will not inhibit
394 the traditional open and free access to OASIS documents for which
395 license and right have been assigned or obtained according to the
396 procedures set forth in this section. This warranty is perpetual and
397 will not be revoked by OASIS or its successors or assigns as to any
398 already adopted OASIS Specification; provided, however, that neither
399 OASIS nor its assigns shall be obligated to:

- 400 a. Perpetually maintain its existence; nor
- 401 b. Provide for the perpetual existence of a website or other
402 public means of accessing OASIS Specifications; nor
- 403 c. Maintain the public availability of any given OASIS
404 Specification that has been retired or superseded, or which is
405 no longer being actively implemented in the marketplace.

406 Where any copyrights, trademarks, patents, patent applications, or
407 other proprietary rights are known, or claimed, with respect to any
408 OASIS Specification developed within the OASIS Technical Committee

409 Process, and are formally brought to the attention of the OASIS TC
410 Administrator, OASIS shall consider appropriate action, which may
411 include disclosure of the existence of such rights, or claimed
412 rights. The OASIS Technical Committee Process shall prescribe the
413 method for providing this information.

414 1. OASIS disclaims any responsibility for identifying the existence
415 of or for evaluating the applicability of any claimed copyrights,
416 trademarks, patents, patent applications, or other rights, and
417 will make no assurances on the validity or scope of any such
418 rights.

419 2. Where the OASIS TC Administrator is formally notified of rights,
420 or claimed rights under Section 8 with respect to entities other
421 than Obligated Parties, the OASIS President shall attempt to
422 obtain from the claimant of such rights a written assurance that
423 upon approval as an OASIS Specification any Licensee will be able
424 to obtain the right to implement, use, and distribute the
425 technology or works when implementing, using, or distributing
426 technology based upon the specific OASIS Specification(s) under
427 terms that are consistent with this Policy. The failure to obtain
428 such written assurance shall not prevent votes from being
429 conducted, except that the OASIS TC Administration may defer
430 approval for a reasonable period of time where a delay may
431 facilitate the obtaining of such assurances. The results will,
432 however, be recorded by the OASIS TC Administrator, and made
433 available to the public. The OASIS Board of Directors may also
434 direct that a summary of the results be included in any OASIS
435 document published containing the OASIS Specification.

436 3. Except for the rights expressly provided herein, neither OASIS
437 nor any OASIS Party grants or receives, by implication, estoppel,
438 or otherwise, any rights under any patents or other intellectual
439 property rights.

440 **14 Notices**

441 **14.1 Documents**

442 Any document produced by an OASIS Technical Committee shall include
443 the following notices (bracketed language, other than the date, need
444 only appear in specification documents):

445 **Copyright** © OASIS Open [date]. All Rights Reserved.

446 All capitalized terms in the following text have the meanings
447 assigned to them in the OASIS Intellectual Property Rights
448 Policy (the "OASIS IPR Policy"). The full policy may be found
449 at the OASIS website.

450 *This document and translations of it may be copied and*
451 *furnished to others, and derivative works that comment on or*
452 *otherwise explain it or assist in its implementation may be*
453 *prepared, copied, published, and distributed, in whole or in*
454 *part, without restriction of any kind, provided that the above*
455 *copyright notice and this paragraph are included on all such*
456 *copies and derivative works. However, this document itself may*
457 *not be modified in any way, including by removing the*
458 *copyright notice or references to OASIS, except as needed for*
459 *the purpose of developing any document or deliverable produced*
460 *by an OASIS Technical Committee (in which case the rules*
461 *applicable to copyrights, as set forth in the OASIS IPR*
462 *Policy, must be followed) or as required to translate it into*
463 *languages other than English.*

464 *The limited permissions granted above are perpetual and will*
465 *not be revoked by OASIS or its successors or assigns.*

466 *This document and the information contained herein is provided*
467 *on an "AS IS" basis and OASIS DISCLAIMS ALL WARRANTIES,*
468 *EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY*
469 *THAT THE USE OF THE INFORMATION HEREIN WILL NOT INFRINGE ANY*
470 *OWNERSHIP RIGHTS OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY*
471 *OR FITNESS FOR A PARTICULAR PURPOSE.*

472 *[OASIS requests that any OASIS Party or any other party that*
473 *believes it has patent claims that would necessarily be*
474 *infringed by implementations of this OASIS Specification, to*

475 *notify OASIS TC Administration and provide an indication of*
476 *its willingness to grant patent licenses to such patent claims*
477 *in a manner consistent with the IPR Mode of the OASIS*
478 *Technical Committee that produced this OASIS Specification.]*
479 *[OASIS invites any party to contact the OASIS TC Administrator*
480 *if it is aware of a claim of ownership of any patent claims*
481 *that would necessarily be infringed by implementations of this*
482 *specification by a patent holder that is not willing to*
483 *provide a license to such patent claims in a manner consistent*
484 *with the IPR Mode of the OASIS Technical Committee that*
485 *produced this specification. OASIS may include such claims on*
486 *its website, but disclaims any obligation to do so.]*
487 *[OASIS takes no position regarding the validity or scope of*
488 *any intellectual property or other rights that might be*
489 *claimed to pertain to the implementation or use of the*
490 *technology described in this document or the extent to which*
491 *any license under such rights might or might not be available;*
492 *neither does it represent that it has made any effort to*
493 *identify any such rights. Information on OASIS' procedures*
494 *with respect to rights in any document or deliverable produced*
495 *by an OASIS Technical Committee can be found on the OASIS*
496 *website. Copies of claims of rights made available for*
497 *publication and any assurances of licenses to be made*
498 *available, or the result of an attempt made to obtain a*
499 *general license or permission for the use of such proprietary*
500 *rights by implementers or users of this OASIS Specification,*
501 *can be obtained from the OASIS TC Administrator. OASIS makes*
502 *no representation that any information or list of intellectual*
503 *property rights will at any time be complete, or that any*
504 *claims in such list are, in fact, Essential Claims.]*

505 **14.2 Other Deliverables**

506 Other deliverables may include just the copyright notice as follows:

507 **Copyright** © OASIS Open [date]. All Rights Reserved.

508 **14.3 Additional Copyright Notices**

509 Additional copyright notices identifying Contributors may also be
510 included with the OASIS copyright notice.

511 **Appendix A - Feedback License**

512 The "OASIS _____ Technical Committee" is developing technology
513 (the "OASIS Specification") as defined by its charter and welcomes
514 input, suggestions and other feedback ("Feedback") on the OASIS
515 Specification. By the act of submitting, you (on behalf of yourself
516 if you are an individual, and your organization and its Affiliates
517 if you are providing Feedback on behalf of that organization) agree
518 to the following terms (all capitalized terms are defined in the
519 OASIS Intellectual Property Rights ("IPR") Policy, see
520 [http://www.oasis-open.org/\[FILL IN SPECIFIC WEB PAGE\]](http://www.oasis-open.org/[FILL IN SPECIFIC WEB PAGE])):

- 521 1. Copyright - You (and your represented organization) grant to
522 OASIS a perpetual, irrevocable, non-exclusive, royalty-free,
523 worldwide copyright license, with right to directly and
524 indirectly sublicense, to copy, publish and distribute the
525 Feedback in any way, and to prepare derivative works that are
526 based on or incorporate all or part of the Feedback, solely
527 for the purpose of developing and promoting the OASIS
528 Specification and enabling the implementation of the same by
529 Licensees.
- 530 2. Essential Claims - If this Feedback were to be included in the
531 OASIS Specification, you covenant to grant a patent license
532 under any patent claims that you (or your represented
533 organization) own or control that are Essential Claims because
534 of the acceptance of such Feedback into the OASIS
535 Specification with terms consistent with Section 10 of the
536 OASIS IPR Policy as determined by the IPR Mode specified in
537 the charter of this OASIS Technical Committee.
- 538 3. Right to Provide - You warrant to the best of your knowledge
539 that you have rights to provide this Feedback, and if you are
540 providing Feedback on behalf of an organization, you warrant
541 that you have the rights to provide Feedback on behalf of your

542 organization and to bind your organization to the licensing
543 obligations provided above.

544 4. Confidentiality - You further warrant that no information in
545 this Feedback is confidential, and that OASIS may freely
546 disclose any information in the Feedback.

547 5. No requirement to Use - You also acknowledge that OASIS is not
548 required to incorporate your Feedback into any version of this
549 OASIS Specification.

550

551 Assent of Feedback Provider:

552

553 By: _____

554 (Signature)

555 Name: _____

556

557 Title: _____ Organization: _____

558

559 Date: _____ Email: _____

560

561

561 **Appendix B: Copyright License Grant**

562 The undersigned, on its own behalf and on behalf its represented
563 organization, if any, with respect to their collective copyright
564 ownership rights in the Contribution " _____ " grants to
565 OASIS a perpetual, irrevocable, non-exclusive, royalty-free, world-
566 wide copyright license, with right to directly and indirectly
567 sublicense, to copy, publish, and distribute the Contribution in any
568 way, and to prepare derivative works that are based on or
569 incorporate all or part of the Contribution solely for the purpose
570 of developing and promoting the OASIS Specification and enabling the
571 implementation of the same by Licensees.

572

573 Assent of the Undersigned:

574

575 By: _____

576 (Signature)

577 Name: _____

578

579 Title: _____ Organization: _____

580

581 Date: _____ Email: _____