

# Intellectual Property Rights (IPR) Policy

Description:

Governing the treatment of intellectual property in the production of specifications and other works by Open Social Foundation

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## 1. INTRODUCTION

- 1.1. The Open Social Foundation Intellectual Property Rights (IPR) Policy governs the treatment of intellectual property in the production of deliverables by Open Social Foundation (hereafter referred to as OSF).
- 1.2. This Policy applies to all OSF Members and their Affiliates (as defined below). The OSF Board of Directors may amend this Policy at any time in its sole discretion. In the event of such change to this Policy, the Board will provide instructions for transition of membership and Work Groups to the new Policy; however, no amendment to this Policy will be effective with respect to any given OSF Member in less than 60 calendar days from the date that written notice of such amendment is given to such OSF Member at its address of record with OSF.

## 2. DEFINITIONS

- 2.1. Each capitalized term within this document shall have the meaning provided below:

- 2.2. **Affiliate** - any entity that directly or indirectly controls, is controlled by, or is under common control with, another entity, so long as such control exists. In the event that such control ceases to exist, such Affiliate will be deemed to have withdrawn from OSF pursuant to the terms set forth in the withdrawal provisions in Section 10. For purposes of this definition, with respect to a business entity, control means direct or indirect beneficial ownership of or the right to exercise (i) greater than fifty percent (50%) of the voting stock or equity in an entity; or (ii) greater than fifty percent (50%) of the ownership interest representing the right to make the decisions for the subject entity in the event that there is no voting stock or equity.
- 2.3. **Continuing License Grant Obligation** - a License Grant obligation, as defined by Section 9 of this Policy, which survives a WG Party's withdrawal from an OSF Work Group.
- 2.4. **Contribution** - any material submitted to an OSF Work Group by a WG Member in writing or electronically, whether in an in-person meeting or in any electronic conference or mailing list maintained by OSF for the OSF Work Group and which is or was proposed for inclusion in an OSF Deliverable.
- 2.5. **Contribution Obligation** - a License Grant requirement, as described in Section 9 that results from making a Contribution as described in Section 8.1.
- 2.6. **Contributor** - a WG Party on whose behalf a Contribution is made by the WG Party's WG Member.
- 2.7. **Covered Product** - includes only those specific portions of a product (hardware, software or combinations thereof) that (a) implement and are compliant with all Normative Portions of an OSF Standards Final Deliverable produced by a WG that must be implemented to comply with such deliverable, and (b) to the extent that the product implements one or more optional portions of such deliverable, those portions that implement and are compliant with all Normative Portions that must be implemented to comply with such optional portions of the deliverable.
- 2.8. **Eligible Person** - one of a class of individuals that include: persons holding individual memberships in OSF, employees or designees of organizational members of OSF, and such other persons as may be designated by the OSF Board of Directors.
- 2.9. **Essential Claims** - those claims in any patent or patent application in any jurisdiction in the world that would necessarily be infringed by an implementation of those portions of a particular OSF Standards Final Deliverable created within the scope of the WG charter in effect at the time such deliverable was developed. A claim is necessarily infringed hereunder only when it is not possible to avoid infringing it because there is no non-infringing alternative for implementing the Normative Portions of that particular OSF Standards Final Deliverable. Existence of a non-infringing alternative shall be judged based on the state of the art at the time the OSF Standards Final Deliverable is approved.
- 2.10. **Feedback** - any written or electronic input provided to an OSF Work Group by individuals who are not WG Members and which is proposed for inclusion in an OSF

Deliverable. All such Feedback must be made under the terms of the Feedback License (Appendix A).

- 2.11. **Final Maintenance Deliverable** - any OSF Standards Final Deliverable that results entirely from Maintenance Activity.
- 2.12. **License Grant** - the license grant required of all Obligated Parties for their Essential Claims as described in Section 9.
- 2.13. **Licensed Products** - include only those specific portions of a Licensee's products (hardware, software or combinations thereof) that (a) implement and are compliant with all Normative Portions of an OSF Standards Final Deliverable that must be implemented to comply with such deliverable, and (b) to the extent that the Licensee's products implement one or more optional portions of such deliverable, those portions of Licensee's products that implement and are compliant with all Normative Portions that must be implemented to comply with such optional portions of the deliverable.
- 2.14. **Licensee** - any organization, including its Affiliates as defined in this Policy, or individual that licenses Essential Claims from Obligated Parties for a particular OSF Standards Final Deliverable. Licensees need not be OSF members.
- 2.15. **Maintenance Activity** - any drafting or development work to modify an OSF Standards Final Deliverable that (a) constitutes only error corrections, bug fixes or editorial formatting changes to the OSF Standards Final Deliverable; and (b) does not add any feature; and (c) is within the scope of the WG that approved the OSF Standards Final Deliverable (whether or not the work is conducted by the same WG).
- 2.16. **Normative Portion** - a portion of an OSF Standards Final Deliverable that must be implemented to comply with such deliverable. If such deliverable defines optional parts, Normative Portions include those portions of the optional part that must be implemented if the implementation is to comply with such optional part. Examples and/or reference implementations and other specifications or standards that were developed outside the WG and which are referenced in the body of a particular OSF Standards Final Deliverable that may be included in such deliverable are not Normative Portions.
- 2.17. **OSF Deliverable** - a work product developed by a Work Group within the scope of its charter which is enumerated in and developed in accordance with the OSF Work Group Process, including but not limited to OSF Standards Draft Deliverables and OSF Standards Final Deliverables.
- 2.18. **OSF Standards Draft Deliverable** - an OSF Deliverable that has been designated and approved by a Work Group as an OSF Standards Draft Deliverable and which is enumerated in and developed in accordance with the OSF Work Group Process.
- 2.19. **OSF Standards Final Deliverable** - an OSF Deliverable that has been designated and approved by a Work Group as an OSF Standards Final Deliverable and which is enumerated in and developed in accordance with the OSF Work Group Process.

- 2.20. **OSF Formal Specification** - an OSF Standards Final Deliverable that has been published.
- 2.21. **OSF Member** - an entity that has executed an OSF Membership Agreement that remains in force.
- 2.22. **OSF Party** - an OSF Member and its Affiliates.
- 2.23. **OSF WG Administrator** - the person(s) appointed to represent OSF in administrative matters relating to WGs as provided by the OSF Work Group Process.
- 2.24. **OSF Work Group (WG)** - a group of Eligible Persons formed, and whose actions are conducted, according to the provisions of the OSF Work Group Process.
- 2.25. **OSF Work Group Process** - the "OSF OPEN WORK GROUP PROCESS", as from time to time amended, which describes the operation of Work Groups at OSF.
- 2.26. **Obligated Party** - a WG Party that incurs a License Grant obligation for its Essential Claims by either a Contribution Obligation or a Participation Obligation.
- 2.27. **Participation Obligation** - a License Grant requirement, as described in Section 9, that arises from membership in an OSF Work Group, as described in Section 8.2.
- 2.28. **WG Member** - an Eligible Person who has completed the requirements to join a WG during the period in which s/he maintains his or her membership as described by the OSF Work Group Process. A WG Member may represent the interests of a WG Party in the WG.
- 2.29. **WG Party** - an OSF Party that is, or is represented by, a WG Member in the relevant Work Group.

### 3. **CONFIDENTIALITY**

Neither Contributions nor Feedback that are subject to any requirement of confidentiality may be considered in any part of the OSF Work Group Process. All Contributions and Feedback will therefore be deemed to have been submitted on a non-confidential basis, notwithstanding any markings or representations to the contrary, and OSF shall have no obligation to treat any such material as confidential.

### 4. **CONTRIBUTIONS**

#### 4.1. **General**

At the time of submission of a Contribution for consideration by an OSF Work Group, each named co-Contributor (and its respective Affiliates) is deemed to agree to the following terms and conditions and to make the following representations (based on the actual knowledge of the WG Member(s) making the Contribution, with respect to items 3 - 5 below, inclusive):

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

## **4.2 Copyright Licenses**

To the extent that a Contributor holds a copyright interest in its Contribution, such Contributor grants to OSF a perpetual, irrevocable, non-exclusive, royalty-free, worldwide copyright license, with the right to directly and indirectly sublicense, to copy, publish, and distribute the Contribution in any way, and to prepare derivative works that are based on or incorporate all or part of the Contribution solely for the purpose of developing and promoting the OSF Deliverable and enabling (subject to the rights of the owners of any Essential Claims) the implementation of the same by Licensees.

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

## **4.3 Trademarks**

Trademarks or service marks that are not owned by OSF shall not be used by OSF, except as approved by the OSF Board of Directors, to refer to work conducted at OSF, including the use in the name of an OSF WG, an OSF Deliverable, or incorporated into such work.

No OSF Party may use an OSF trademark or service mark in connection with an OSF Deliverable or otherwise, except in compliance with such license and usage guidelines as OSF may from time to time require.

## **5. LIMITED PATENT COVENANT FOR DELIVERABLE DEVELOPMENT**

To permit WG Members and their WG Parties to develop implementations of OSF Standards Draft Deliverables being developed by a WG, each WG Party represented by a WG Member in a WG, at such time that the WG Member joins the WG, grants to each other WG Party in that WG automatically and without further action on its part, and on an ongoing basis, a limited covenant not to assert any Essential Claims required to implement such OSF Standards Draft Deliverable and covering making or using (but not selling or otherwise distributing) an implementation of such OSF Standards Draft Deliverable, solely for the purpose of testing and developing such deliverable and only until either the OSF Standards

Draft Deliverable is approved as an OSF Standards Final Deliverable or the Work Group is closed.

## 6. **FEEDBACK**

- 6.1. OSF encourages Feedback to OSF Deliverables from both OSF Parties who are not WG Parties and the public at large. Feedback will be accepted only under the "Feedback License" (Appendix A).
- 6.2. OSF will require that submitters of Feedback agree to the terms of the Feedback License before transmitting submitted Feedback to the Work Group.

## 7. **DISCLOSURE**

- 7.1. **Disclosure Obligations** - Each WG Party shall disclose to OSF in writing the existence of all patents and/or patent applications owned or claimed by such WG Party that are actually known to the WG Member directly participating in the WG, and which such WG Member believes may contain any Essential Claims or claims that might become Essential Claims upon approval of an OSF Standards Final Deliverable as such document then exists (collectively, "Disclosed Claims").
- 7.2. **Disclosure of Third Party Patent Claims** - Each WG Party whose WG Members become aware of patents or patent applications owned or claimed by a third party that contain claims that might become Essential Claims upon approval of an OSF Standards Final Deliverable should disclose them, provided that such disclosure is not prohibited by any confidentiality obligation binding upon them. It is understood that any WG Party that discloses third party patent claims to OSF does not take a position on the essentiality or relevance of the third party claims to the OSF Standards Final Deliverable in its then-current form.
- 7.3. In both cases (Sections 7.1 and 7.2), it is understood and agreed that such WG Party(s)' WG Member(s) do not represent that they know of all potentially pertinent claims of patents and patent applications owned or claimed by the WG Party or any third parties. For the avoidance of doubt, while the disclosure obligation under Sections 7.1 and 7.2 applies directly to all WG Parties, this obligation is triggered based on the actual knowledge of the WG Party's WG Members regarding the WG Party's patents or patent applications that may contain Essential Claims.
- 7.4. **Disclosure Requests** - Disclosure requests will be included as described in Section 13.1 with all public review copies of OSF Standards Final Deliverables. All OSF Parties are encouraged to review such OSF Standards Final Deliverables and make appropriate disclosures.
- 7.5. **Limitations** - A disclosure request and the obligation to disclose set forth above do not imply any obligations on the recipients of disclosure requests (collectively or individually) or on any OSF Party to perform or conduct patent searches. Nothing in

this Policy nor the act of receiving a disclosure request for an OSF Standards Final Deliverable, regardless of whether it is responded to, shall be construed or otherwise interpreted as any kind of express or implied representation with respect to the existence or non-existence of patents or patent applications which contain Essential Claims, other than that such WG Party has acted in good faith with respect to its disclosure obligations.

**7.6. Information** - Any disclosure of Disclosed Claims shall include (a) in the case of issued patents and published patent applications, the patent or patent application publication number, the associated country and, as reasonably practicable, the relevant portions of the applicable OSF Standards Final Deliverable; and (b) in the case of unpublished patent applications, the existence of the unpublished application and, as reasonably practicable, the relevant portions of the applicable OSF Standards Final Deliverable.

## **8. TYPES OF OBLIGATIONS**

### **8.1. Contribution Obligation**

A WG Party has a Contribution Obligation, which arises at the time the Contribution is submitted to a WG, to license as described in Section 9, any claims under its patents or patent applications that become Essential Claims when such Contribution is incorporated (either in whole or in part) into (a) the OSF Standards Final Deliverable produced by the WG that received the Contribution, or (b) any Final Maintenance Deliverable with respect to that OSF Standards Final Deliverable.

### **8.2. Participation Obligation**

A WG Party has a Participation Obligation to provide a License Grant, as described in Section 9, to any claims under its patents or patent applications that would be Essential Claims in the then current OSF Standards Draft Deliverable, if that draft subsequently becomes an OSF Standards Final Deliverable, even if the WG Party is not a Contributor, when all of the following conditions are met:

- An OSF Standards Final Deliverable is finally approved that incorporates such OSF Standards Draft Deliverable, either in whole or in part;
- The WG Party has been on, or has been represented by WG Member(s) on such WG for a total of at least thirty (30) calendar days, which need not be continuous;
- The WG Party is on, or is represented by WG Member(s) on such WG after a period of seven (7) calendar days after the ballot to approve such OSF Standards Draft Deliverable has elapsed.

Once the foregoing conditions are met, that WG Party's Participation Obligation to provide a License Grant continues with respect to that OSF Standards Final Deliverable, and any Final

Maintenance Deliverable subsequently approved with respect to that OSF Standards Final Deliverable.

For organizational WG Parties, the membership threshold is met by one or more employees or organizational designees of such Parties having been a WG Member on any thirty (30) calendar days, although any given calendar day is only one day of membership, regardless of the number of participants on that day.

Each time a new OSF Standards Draft Deliverable is approved by the WG, the Participation Obligation adjusts to encompass the material in the latest OSF Standards Draft Deliverable seven (7) calendar days after such draft has been approved for publication as an OSF.

## **9. LICENSING REQUIREMENTS**

- 9.1. Each Obligated Party in a WG hereby makes the following world-wide OSF License Grant and agrees to provide this License Grant subject to this Section 9 and subject to the terms contained in Appendix C “Use License”.
- 9.2. Each Obligated Party in a WG hereby grants, subject to Section 10 of this Policy, a nonexclusive, worldwide, nonsublicensable, royalty-free, irrevocable (except as provided in Section 9.4 below), paid up right and patent license to all of its Essential Claims covered by its Contribution Obligations or Participation Obligations to any OSF Party or third party for making, having made, using, marketing, importing, offering to sell, selling, and otherwise distributing Covered Products that implement an OSF Standards Final Deliverable developed by that WG and Covered Products that implement any Final Maintenance Deliverable with respect to that OSF Standards Final Deliverable.
- 9.3. In addition, if requested any party, the Obligated Party in a WG agrees to enter into a written agreement with such party pursuant to which the Obligated Party will grant to such party a nonexclusive, worldwide, nonsublicensable, royalty-free, paid up right and patent license to its Essential Claims, to make, have made, use, market, import, offer to sell, and sell, and to otherwise directly or indirectly distribute Covered Products that implement an OSF Standards Final Deliverable developed by that WG and Covered Products that implement any Final Maintenance Deliverable with respect to that OSF Standards Final Deliverable.. Obligated Parties may not impose any further conditions or restrictions beyond those specifically mentioned in Appendix C, “Use License”, on the use of any technology or intellectual property rights, or other restrictions on behavior of the Licensee, but may include reasonable, customary terms relating to operation or maintenance of the license relationship, including but not limited to the following: choice of law, dispute resolution, and the termination right provided in Section 9.4.
- 9.4. The License Grant described in Section 9.2 may be suspended or revoked by the Obligated Party with respect to any OSF Party or third party if that OSF Party or third party asserts an Essential Claim in a suit first brought against, or attempts in writing to assert an Essential Claim against a Licensee with respect to a Covered Product that



implements the same OSF Standards Final Deliverable or any such Final Maintenance Deliverable.

- 9.5. In addition to the other grants in this Policy, to the extent any Contributions include software code, the Contributor shall license such code to OSF and each OSF Member and any third party under the Apache License, Version 2.0.

## **10. WITHDRAWAL AND TERMINATION**

A WG Party may withdraw from a WG at any time by notifying the OSF WG Administrator in writing of such decision to withdraw. Withdrawal shall be deemed effective when such written notice is sent.

### **10.1 Withdrawal from a Work Group**

A WG Party that withdraws from an OSF Work Group shall have a Continuing License Grant Obligation based on its Contribution Obligations and Participation Obligations as follows:

A WG Party that has incurred neither a Contribution Obligation nor a Participation Obligation prior to withdrawal has no License Grant obligations for OSF Standards Final Deliverable(s) originating from that OSF WG.

A WG Party that has incurred a Contribution Obligation prior to withdrawal continues to be subject to its Contribution Obligation.

A WG Party that has incurred a Participation Obligation prior to withdrawal continues to be subject to its Participation Obligation but only with respect to OSF Standards Draft Deliverable(s) approved more than seven (7) calendar days prior to its withdrawal.

### **10.2 Termination of an OSF Membership**

An OSF Party that terminates its OSF membership (voluntarily or involuntarily) is deemed to withdraw from all WGs in which that OSF Party has WG Member(s) representing it, and such OSF Party remains subject to a Continuing License Grant Obligation for each such WG based on its Obligated Party status in that WG on the date that its membership termination becomes effective.

## **11 LIMITATIONS OF LIABILITY**

All OSF Deliverables are provided "as is", without warranty of any kind, express or implied, and OSF, as well as all OSF Parties and WG Members, expressly disclaim any warranty of merchantability, fitness for a particular or intended purpose, accuracy, completeness, non-infringement of third party rights, or any other warranty.

In no event shall OSF or any of its constituent parts (including, but not limited to, the OSF Board of Directors), be liable to any other person or entity for any loss of profits, loss of use, direct, indirect, incidental, consequential, punitive, or special damages, whether under contract, tort, warranty, or otherwise, arising in any way out of this Policy, whether or not such party had advance notice of the possibility of such damages.

In addition, except for grossly negligent or intentionally fraudulent acts, OSF Parties and WG Members (or their representatives), shall not be liable to any other person or entity for any loss of profits, loss of use, direct, indirect, incidental, consequential, punitive, or special damages, whether under contract, tort, warranty, or otherwise, arising in any way out of this Policy, whether or not such party had advance notice of the possibility of such damages.

OSF assumes no responsibility to compile, confirm, update or make public any assertions of Essential Claims or other intellectual property rights that might be infringed by an implementation of an OSF Deliverable.

If OSF at any time refers to any such assertions by any owner of such claims, OSF takes no position as to the validity or invalidity of such assertions, or that all such assertions that have or may be made have been referred to.

## **12 GENERAL**

12.1 By ratifying this document, OSF warrants that it will not inhibit the traditional open and free access to OSF documents for which license and right have been assigned or obtained according to the procedures set forth in this IPR Policy. This warranty is perpetual and will not be revoked by OSF or its successors or assigns as to any already adopted OSF Standards Final Deliverable; provided, however, that neither OSF nor its assigns shall be obligated to:

12.1.1 Perpetually maintain its existence; nor

12.1.2 Provide for the perpetual existence of a website or other public means of accessing OSF Standards Final Deliverables; nor

12.1.3 Maintain the public availability of any given OSF Standards Final Deliverable that has been retired or superseded, or which is no longer being actively utilized in the marketplace.

12.2 Where any copyrights, trademarks, patents, patent applications, or other proprietary rights are known, or claimed, with respect to any OSF Deliverable and are formally brought to the attention of the OSF WG Administrator, OSF shall consider appropriate action, which may include disclosure of the existence of such rights, or claimed rights. The OSF Work Group Process shall prescribe the method for providing this information.

12.2.1 OSF disclaims any responsibility for identifying the existence of or for evaluating the applicability of any claimed copyrights, trademarks, patents, patent applications, or other rights, and will make no assurances on the validity or scope of any such rights.

- 12.2.2 Where the OSF WG Administrator is formally notified of rights, or claimed rights under Section 12.2 with respect to entities other than Obligated Parties, the OSF President shall attempt to obtain from the claimant of such rights a written assurance that any Licensee will be able to obtain the right to utilize, use, and distribute the technology or works when implementing, using, or distributing technology based upon the specific OSF Standards Final Deliverable (or, in the case of an OSF Standards Draft Deliverable, that any Licensee will then be able to obtain such a right) under terms that are consistent with this Policy. All such information will be made available to the WG that produced such deliverable, but the failure to obtain such written assurance shall not prevent votes from being conducted, except that the OSF WG Administrator may defer approval for a reasonable period of time where a delay may facilitate the obtaining of such assurances. The results will, however, be recorded by the OSF WG Administrator, and made available to the public. The OSF Board of Directors may also direct that a summary of the results be included in any published OSF Standards Final Deliverable.
- 12.2.3 Except for the rights expressly provided herein, neither OSF nor any OSF Party grants or receives, by implication, estoppel, or otherwise, any rights under any patents or other intellectual property rights of the OSF Party, OSF, any other OSF Party, or any third party.

## 13 NOTICES

### 13.1 Documents

Any document produced by an OSF Work Group shall include the following notices replacing [copyright year] with the year or range of years of publication (bracketed language, other than the date, need only appear in OSF Standards Final Deliverable documents):

*Copyright © OSF [copyright year]. All Rights Reserved.*

*All capitalized terms in the following text have the meanings assigned to them in the OSF Intellectual Property Rights Policy (the "OSF IPR Policy"). The full OSF IPR Policy may be found at the OSF website.*

*This document and translations of it may be copied and furnished to others, and derivative works that comment on or otherwise explain it or assist in its implementation may be prepared, copied, published, and distributed, in whole or in part, without restriction of any kind, provided that the above copyright notice and this section are included on all such copies and derivative works. However, this document itself may not be modified in any way, including by removing the copyright notice or references to OSF, except as needed for the purpose of developing any document or deliverable produced by an OSF Work Group (in which case the rules applicable to copyrights, as set forth in the OSF IPR Policy, must be followed) or as required to translate it into languages other than English.*

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

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

*[OSF requests that any OSF Party or any other party that believes it has patent claims that would necessarily be infringed by implementations of this OSF Standards Final Deliverable, to notify OSF WG Administrator and provide an indication of its willingness to grant patent licenses to such patent claims as provided in the OSF IPR Policy.]*

*[OSF invites any party to contact the OSF WG Administrator if it is aware of a claim of ownership of any patent claims that would necessarily be infringed by implementations of this OSF Standards Final Deliverable by a patent holder that is not willing to provide a license to such patent claims as provided in the OSF IPR Policy. OSF may include such claims on its website, but disclaims any obligation to do so.]*

*[OSF takes no position regarding the validity or scope of any intellectual property or other rights that might be claimed to pertain to the implementation or use of the technology described in this OSF Standards Final Deliverable or the extent to which any license under such rights might or might not be available; neither does it represent that it has made any effort to identify any such rights. Information on OSF's procedures with respect to rights in any document or deliverable produced by an OSF Work Group can be found on the OSF website. Copies of claims of rights made available for publication and any assurances of licenses to be made available, or the result of an attempt made to obtain a general license or permission for the use of such proprietary rights by implementers or users of this OSF Standards Final Deliverable, can be obtained from the OSF WG Administrator. OSF makes no representation that any information or list of intellectual property rights will at any time be complete, or that any claims in such list are, in fact, Essential Claims.]*

### **13.2 Other Deliverables**

Other OSF Deliverables (that is, OSF Deliverables that are not documents) may include just the copyright notice as follows replacing [copyright year] with the year or year range of publication:

*Copyright © OSF [copyright year]. All Rights Reserved.*

### **13.3 Final Deliverables**

Implementers of the OSF Final Deliverables are subject to the terms and conditions contained in Appendix C which will be attached to all OSF Standards Final Deliverables created after the adoption date of this Policy.

## 13.4 Additional Copyright Notices

Additional copyright notices identifying Contributors may also be included with the OSF copyright notice.

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### Appendix A. Feedback License

The "OSF \_\_\_\_\_ Work Group" is developing an OSF Deliverable concerning \_\_\_\_\_ as defined by its charter and welcomes input, suggestions and other feedback ("Feedback") on this proposed OSF Deliverable. By the act of submitting, you (on behalf of yourself if you are an individual, and your organization and its Affiliates if you are providing Feedback on behalf of that organization) agree to the following terms (all capitalized terms are defined in the OSF Intellectual Property Rights ("IPR") Policy, see [LINK](#) [1]):

1. Copyright - You (and your represented organization and its Affiliates) grant to OSF a perpetual, irrevocable, non-exclusive, royalty-free, worldwide copyright license, with the right to directly and indirectly sublicense, to copy, publish, and distribute the Feedback in any way, and to prepare derivative works that are based on or incorporate all or part of the Feedback, solely for the purpose of developing and promoting this proposed OSF Deliverable and enabling the implementation of the same by Licensees.
2. Essential Claims License - You covenant to offer an OSF License Grant as appropriate under any patent claims that you (or your represented organization or its Affiliates) own or control that become Essential Claims because of the incorporation of such Feedback into the OSF Standards Final Deliverable, and any Final Maintenance Deliverable with respect to that OSF Standards Final Deliverable, that result from the work of this Work Group, on terms consistent with Section 9 of the OSF IPR Policy.
3. Right to Provide - You warrant to the best of your knowledge that you have rights to provide this Feedback, and if you are providing Feedback on behalf of an organization, you warrant that you have the rights to provide Feedback on behalf of your organization and to bind your organization and its Affiliates to the license obligations provided above.
4. Confidentiality - You further warrant that no information in this Feedback is confidential, and that OSF may freely disclose any information in the Feedback.
5. No requirement to Use - You also acknowledge that OSF is not required to incorporate your Feedback into any version of this OSF Deliverable.

Assent of Feedback Provider:

By: \_\_\_\_\_ (Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Organization: \_\_\_\_\_

Email: \_\_\_\_\_

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## Appendix B. Copyright License Grant

The undersigned, on its own behalf and on behalf of its represented organization and its Affiliates, if any, with respect to their collective copyright ownership rights in the Contribution "\_\_\_\_\_", grants to OSF a perpetual, irrevocable, non-exclusive, royalty-free, world-wide copyright license, with the right to directly and indirectly sublicense, to copy, publish, and distribute the Contribution in any way, and to prepare derivative works that are based on or incorporate all or part of the Contribution solely for the purpose of developing and promoting the OSF Deliverable and enabling the implementation of the same by Licensees or Beneficiaries (all above capitalized terms are defined in the OSF Intellectual Property Rights ("IPR") Policy, see LINK [1]).

Assent of the Undersigned:

By: \_\_\_\_\_ (Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Organization: \_\_\_\_\_

Date: \_\_\_\_\_ Email: \_\_\_\_\_

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## Appendix C. Use License

For inclusion in all OSF Formal Specifications created under this Policy

### LICENSE OBLIGATION FOR IMPLEMENTERS OF OSF FORMAL SPECIFICATIONS

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