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C2PA Non-Member Agreement

The **C2PA** (the “Project”) would like to receive input, contributions, suggestions and other feedback (“Contributions”) from You (“Non-Member”) on the specifications, documents, source code, data, and other artifacts being developed within its working groups (the “Materials”).

Except as modified below, Non-Member grants the Project under all applicable intellectual property rights owned or controlled by Non-Member a non-exclusive, non-transferable, worldwide, perpetual, irrevocable, royalty-free license to use, disclose, copy, publish, license, modify, sublicense or otherwise distribute and exploit Contributions which Non-Member provides to the C2PA in connection with any product that implements and/or complies with the Materials. Non-Member warrants to the best of its knowledge that it has rights to provide these Contributions. Non-Member further warrants that its representatives at the C2PA have the rights to provide any Contributions made on behalf of Non-Member.

Non-Member also acknowledges that the Project is not required to incorporate any of its Contributions into any version of the Materials.

Non-Member further agrees that neither it or its agents will disclose or distribute the Project Materials to third parties. For the purpose of this C2PA Non-Member Agreement (this “Agreement”), the “Project Material(s)” means the Project’s Materials (including the drafts) that are disclosed to Non-Member through the above working groups and expressly identified as “Project Material(s)” by the Project at the time of disclosure. Unless the parties agree otherwise or the Project Materials are made publicly available by the Project, this obligation of non-disclosure will expire three (3) years from the date the Project Material was disclosed to Non-Member; provided that such obligation of non-disclosure shall not apply to any portion of the Project Materials which (i) are or become accessible to the public through no fault of Non-Member or (ii) are obtained by Non-Member from a third party lawfully in possession thereof without restriction on disclosure or use. Notwithstanding the obligation of non-disclosure, Non-Member may disclose the Project Materials to third parties if requested by government authorities or required by law, ordinance, rule, regulation or court order applicable to Non-Member.

Patents

1. **Licensing Commitment.** With respect to any Contribution Non-Member makes to the C2PA, Non-Member agrees to make available any Essential Claims necessary to exploit those Contributions, as defined in the W3C Patent Policy (available at <http://www.w3.org/Consortium/Patent-Policy-20040205>), under the **W3C RF licensing requirements** Section 5 (<http://www.w3.org/Consortium/Patent-Policy-20040205>), in Approved Deliverables adopted by a Working Group as if that Approved Deliverable was a W3C Recommendation.
2. **For Exclusion.** Prior to the adoption of a Draft Deliverable as an Approved Deliverable, Non-Member may exclude Essential Claims from its licensing commitments under this agreement by providing written notice of that intent to the Working Group chair (“Exclusion Notice”) which received that Contribution from Non-Member. The Exclusion Notice for issued patents and published applications must include the patent number(s) or title and application number(s), as the case may be, for each of the issued patent(s) or pending patent application(s) that Non-Member wishes to exclude from the licensing commitment set forth in Section 1 of this Agreement. If an issued patent or pending patent application that may contain Essential Claims is not set forth in the Exclusion Notice, those Essential Claims shall continue to be subject to the licensing commitments under this agreement. The Exclusion Notice for unpublished patent applications must provide either: (i) the text of the filed application; or (ii) identification of the specific part(s) of the Draft Deliverable whose implementation makes the excluded claim an Essential Claim. If (ii) is chosen, the effect of the exclusion will be limited to the identified part(s) of the Draft Deliverable. The Working Group Chair will publish Exclusion Notices.

Source Code

Any source code Non-Member provides to the Project is subject to the Developer Certificate of Origin version 1.1, available at <http://developercertificate.org/> and the license indicated in the Project’s source repository for the Materials.

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Dataset

Any data Non-Member provides to the Project is subject to the license agreement indicated in the Project's source repository for the Materials.

Definitions

"Approved Deliverable" means the final version and contents of any Draft Deliverable approved as an Approved Deliverable as set forth in the applicable Working Group charter

"Draft Deliverable" means all versions of the material (except an Approved Deliverable) developed by a Working Group for the purpose of creating, commenting on, revising, updating, modifying, or adding to any document that is to be considered for inclusion in the Approved Deliverable.

"Working Group" means a working group established under this Project via a Working Group charter to develop materials within the scope. Each Working Group must have a scope.

"Working Group Chair" means the individual or entity designated by that Working Group to have the role and responsibilities set forth in governance documents for that Working Group.