

## Oracle Contributor Agreement (OCA) FAQ

### OCA Administration

#### **I want to contribute. Do I need to sign anything to get started?**

Yes. Oracle requires that contributors to all of its Free and open-source projects sign the Oracle Contributor Agreement (OCA) and mail or fax back the completed agreement. A copy of the current version of the OCA can be found at <http://oss.oracle.com/oqa.pdf>.

#### **When do I need to fill out an OCA?**

Before you first contribute source code or any other materials like documentation, design specs, bug fixes, or graphics any contribution to any Oracle-sponsored open-source project such as the OpenJDK Project, Project GlassFish, OpenSolaris, or others, you must first execute an OCA. This is true no matter how large or small your contribution might be.

#### **How do I file my completed OCA? Can I do it by email?**

You may send your signed and completed OCA to Oracle by regular postal mail, by fax, or by scanning your completed form and emailing the image. The requirement for a signed document is an unfortunate consequence of copyright law in some jurisdictions.

You should check with the project you intend to contribute where your OCA should be sent.

#### **Do I need to fill out a separate OCA for every Oracle-sponsored project to which I want to contribute? For each contribution?**

No. Once you execute an OCA, it is valid for all Oracle-sponsored projects. One OCA covers all of your contributions to all of these projects.

### **What if I'm contributing on behalf of my company?**

In that case, an officer of your company (usually a VP or higher title) must sign the OCA on behalf of the company, indicating his or her title. The company can choose to list the specific individuals authorized to make contributions on the "Full Name" line, or may cover all employees with a blanket OCA by not limiting contributors to an authorized list. If necessary, the company may provide a list of authorized contributors in an attachment. The executive signing the OCA must be the first name on such an attached list, and this executive must sign the attachment as well. It may well be the case that your company already has signed a company-wide OCA with Oracle you should check first.

### **I've previously assigned copyright in my prospective contribution to the Free Software Foundation or some other organization under their contribution policy. So I no longer have the ability to assign a joint copyright to Oracle. How can I contribute?**

The Free Software Foundation will probably have granted you back an unlimited, sublicensable copyright license to your contribution, and other accepting organizations may also grant back such a license. This kind of grant-back copyright license may allow you in turn to grant to Oracle all the rights needed under the OCA. Please be sure that you have such a grant-back copyright license if you have previously assigned copyright, and wish to contribute the same code or material to a Oracle-sponsored project.

### **I am a U.S. Government employee and need to sign an OCA for my contribution. What should I do?**

Because of legal requirements relating to the U.S. Government, Oracle has worked with U.S. Government agencies to create a specific OCA which you can [download here](#). The remainder of the OCA process remains the same. If you have any questions regarding the OCA, please contact the ombudsman at [sun.com](mailto:sun.com).

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### How do I terminate my OCA?

You can stop your participation in a project at any time, but you cannot rescind your assignments or grants with respect to prior contributions. This protects the whole community, allowing Oracle and downstream users of the code base to rely on it. Oracle cannot terminate its responsibilities under the OCA either.

### Benefits of a Contributor Agreement

#### Why do you have a Contributor Agreement?

The OCA protects the integrity of a base of code, and in turn it protects the community around that code base: Oracle, everyone else in a project's developer community and the project's users.

For Oracle-sponsored projects (i.e. projects that require an OCA), Oracle acts on the community's behalf as a steward of the code in the event of any legal challenge. This is in keeping with how other code stewards, such as the FSF defend projects. In order to represent a code base against legal challenges, Oracle must have copyright ownership of all the code in that project.

Consolidated copyright of code also allows for the possibility of relicensing the whole code base should that become desirable. When starting an open source project, the choice of license is intended to be permanent, but the experience of the past few years is that the ability to relicense a project is a useful tool in meeting challenges to free and open source software (and especially challenges from the proprietary software market), and not having that flexibility may be a drawback. Without aggregated copyright, every single contributor must be contacted and unanimity reached in order to relicense a code base, or parts of the code must be reimplemented. This is true for all but the most permissively-licensed open source projects.

The joint copyright assignment also allows Oracle to act as a bridge between different communities using the same code under different licenses. This allows the sharing of code

between open source projects which might otherwise not be possible and it allows Oracle to license source code to parties who are not yet prepared to work with an open source license.

Most importantly from Oracle's perspective, it allows the original donor of the code base (Oracle, for Oracle-sponsored projects), the ability to offer commercial, binary distributions of the project. Without this ability, it would not be possible for Oracle to open its technologies, nor feasible to continue to invest in them as a business.

#### What does the OCA do?

By executing an OCA, you

- share your copyrights with Oracle
- license any patents bearing on your contributions to Oracle
- assert that your contributions are original works
- assert that you are legally entitled to grant Oracle these rights
- assert that your contributions do not violate anyone else's rights

By accepting an OCA, Oracle

- Leading 13pt, space before 0.07pt, in black
- promises that your contributions will remain Free and open-source software (i.e. will be published and will remain available by Oracle under a Free or open-source software license).

The OCA has been drafted in such a way as to be legally enforceable in multiple jurisdictions.

#### Are Contributor Agreements such as this one common?

Yes, many other open-source communities and projects have Contributor Agreements.

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### How does the Contributor Agreement help me?

It allows Oracle to sponsor the projects to which you want to contribute, while retaining the ability to offer commercial licenses. Without this ability, Oracle could not responsibly open source code bases such as OpenJDK or OpenSolaris that represent hundreds of millions of dollars of shareholder investment. Moreover, the OCA lets Oracle protect community members (both developers and users) from hostile intellectual property litigation should the need arise. The community can have greater confidence that there are no hidden encumbrances with the OCA's assertions, reducing this risk, but not eliminating it.

The contributor agreement also includes an "open source covenant", or a promise that a contribution will remain available from Oracle as free and open-source software.

Oracle has tried to make the agreement as clear as possible. The latest revision of the OCA has no substantive changes but was written to include plain English terms. If you are in doubt about the OCA, you should seek professional legal advice.

### The Contributor Agreement and Your Rights

#### Do I lose any rights to my contribution under the OCA?

No, the OCA only asks you to share your rights. Unlike some contribution agreements that require you to transfer copyrights to another organization, the OCA does not take away your rights to your contributed intellectual property. When you agree to the OCA, you grant Oracle joint ownership in copyright, and a patent license for your contributions. You retain all rights, title, and interest in your contributions and may use them for any purpose you wish. Other than revoking the rights granted to Oracle, you still have the freedom to do whatever you want with your code.

### What can Oracle do with my contribution?

Oracle may exercise all rights that a copyright holder has, as well as the rights you grant in the OCA to use any patents you have in your contributions. As the OCA provides for joint copyright ownership, you may exercise the same rights as Oracle in your contributions.

#### **The OCA requires that I agree not to assert my "moral rights." What are moral rights?**

Moral rights are additional rights of the creators of copyrighted works recognized in some jurisdictions, and intended to protect the relationship between an artist and his or her work. These rights remain in place even after ownership of the work is shared or transferred. Moral rights typically only apply to visual or artistic works, and not to utilitarian works such as software. They may prohibit the alteration or mutilation of a work, may protect the author's right of attribution or anonymous publication, and in general govern the artistic integrity of a creative work. It would be unusual for moral rights to apply to an open-source contribution, but in the event they do and you live in a jurisdiction that recognizes moral rights, when you sign the OCA you agree not to assert them with respect to your contributions.

#### **Oracle gains the benefits of the aggregated code base of an entire project. I only retain the benefit of my own contribution. Isn't that unfair?**

The rights you have in the aggregated code base are not determined by the OCA. Rather, they're a function of the project's license. Open-source licenses confer a lot of rights to users and developers of software. The benefits you seek are very likely available to you in the licenses of the projects themselves.

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**What if Oracle is acquired, or the rights to a particular code base are transferred? Do I have assurances that the party receiving these rights will continue to honor the OCA?**

The OCA does not include any relicensing terms or obligations in the event of transfer of rights. But because contributors retain all their rights, there is no danger that contributions can be made exclusively proprietary. Contributors retain the ability to make sure their contributed material is always freely available.

**I'm hesitant to give Oracle unlimited ability to initiate enforcement against infringers. As joint copyright holder, do I have a say whether Oracle enforces the assigned copyright?**

It depends on the circumstances. In order to protect the whole community, when you agree to the OCA, Oracle gains the right to enforce its copyrights in your contributions. However, copyright ownership is shared, and not transferred: the contributor retains the freedom to make additional arrangements for their contributions as they see fit.

**I'd like Oracle to give me credit for my contributions. Can I expect this?**

Oracle would like to consider itself generous with crediting contributors, and is certainly very grateful for the participation and enthusiasm of community members. However, the OCA does not obligate Oracle to offer any particular form of credit or recognition for contributions; such policies are determined by individual projects. You should consult a specific project's governance and license documentation for more information.

**Do I have a say in the relicensing of my contribution and use of my granted patent rights? How can I be certain that my contributions will make their way into the "real" products and distributions that Oracle actively markets, or that they will be used only for the advancement of free software?**

The OCA does not give you these assurances. But through the governance processes for each project and community, participants usually have a strong voice in how the code base as a whole evolves. Please consult the governance policies of the projects to which you contribute for specific details on how to participate.

**I don't want my contribution to end up only in a proprietary product. Does Oracle promise to publish my contribution under an open-source license?**

Yes, Oracle will make certain that any contributions that are published under any license, are available under an FSF or OSI approved license as well.

**Can I be certain that if I contribute to a Oracle-sponsored project, I'll retain the right to contribute to other, non-Oracle projects under any license?**

There is nothing in the OCA that prohibits you from contributing the same works to other projects remember, you are only asked to share rights, not relinquish them. Contribution policies of other projects to which you might want to contribute may restrict your ability to contribute works you've contributed to a Oracle project, or to participate in some roles if you have participated in a Oracle project. Please consult their policies for more information.

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### Discussing the OCA

**I or my company would like to negotiate some changes to the OCA. How do I do this?**

Oracle has a policy prohibiting the negotiation of alternative OCAs or amendments. This protects everyone equally, with the goal that no contributor gets special treatment to the detriment of other participants. If the terms of the OCA are not acceptable to you or your company, we can discuss an alternative commercial arrangement.

**How can I comment to Oracle about the OCA?**

We welcome community comments and feedback. Please send your thoughts and feedback through [email](#) to us.

**The OCA has been revised. Can I see previous versions?**

Oracle no longer accepts previous versions of the OCA - please use [version 1.5](#), but in the interests of transparency, we are making the previous versions available for review: [1.3](#), [1.4](#). If you have concerns about previous versions, please contact the [Oracle open source ombudsman](#).

**I see there is a Creative Commons license on the document. Why is that?**

Many community members have asked us if it's OK to use Oracle's Contributor Agreement as the basis for their own. We believe we've created a best-practice document here and we are delighted for others to use it for their own open source projects. We have thus made that clear by applying a [Creative Commons attribution-share alike license](#) to the copyright of the Oracle Contributor Agreement. We would be very interested to hear from you about your views and experiences using the document and would welcome a note to say you are using it.



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