Draft form in development (not for use)

D R A F T OASIS NONMEMBER INTEROP PARTICIPANT CONSENT & LICENSE

OASIS administers its interoperability activities according to its policies and procedures published at: http://www.oasis-open.org/policies-guidelines   Among other things:

- Public OASIS interoperability demo events are conducted under the Interop Demo Policy published at http://www.oasis-open.org/policies-guidelines/interop, which provides for certain eligibility rules, participation and administration methods, the role of OASIS Technical Committees in giving guidance to the event, and promotional and information distribution arrangements among other things.
- The OASIS Intellectual Property Rights policy published at http://www.oasis-open.org/policies-guidelines/ipr govern certain matters regarding the disclosure of patent, copyright and trademark claims, and the license availability, terms and grants that apply to OASIS standards, specifications and technical drafts.
- The OASIS TC Process published at http://www.oasis-open.org/policies-guidelines/tc-process governs the decision-making process of OASIS technical committees, and the advancement of technical specifications & related artifacts.
- The OASIS Media Relations Policy published at http://www.oasis-open.org/policies-guidelines/media-relations governs statements made on behalf of OASIS or its technical groups.

All OASIS members agree to comply with the foregoing rules and policies as part of their membership agreement. The undersigned entity, which is not an OASIS member, has requested that OASIS grant permission to participate in an OASIS interoperability event. In return for that permission, **the participant:**

1. **Consents** to the application of OASIS policies, procedures and administration, including the foregoing rules, to the event named below.

2. **Agrees** to comply with the portions of the foregoing policies that apply to interop participants, for all purposes related to the event.

3. **Agrees** to pay the event participant fees advised in writing by OASIS, which may be different for nonmember versus member participants, as a condition of its participation.

4. **Agrees** that all test materials, testbed artifacts, test payload, test results and similar information associated with the event are and will remain the property of OASIS.

5. **Licenses and warrants** all material that it or its representatives post or provide for use in connection with the event, or circulation among the event participants, **under the terms of** the OASIS Feedback License published at http://www.oasis-open.org/policies-guidelines/ipr#appendixa, which generally provides that OASIS has broad rights to reuse, distribute and derive from the material, *except* that (a) OASIS shall limit distribution of any test results information, to the degree specified in the OASIS Interop Demo Policy, and (b) OASIS shall make no claim on executable code, devices or user interfaces unique to the participant that are employed in the event.

6. **Agrees** that this instrument shall be construed under and governed by the laws of the Commonwealth of Massachusetts, USA, without reference to conflict-of-laws principles. This Agreement sets forth the entire understanding of the participant and supersedes all prior agreements and understandings relating hereto. No modifications or additions to or deletions from this instrument shall be binding unless accepted in writing by authorized representatives of OASIS and the participant; the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.

If the participant is not a natural person, the individual signing this instrument for the participant **represents and warrants** that he or she has the authority to enter into this instrument on behalf of the participant.

NAME OF PARTICIPANT: _____

DRAFT

By: **x**_____ (Signature)
Print Name: _____
Title: _____
Email: _____
Signature Date: _____ Event: _____