

Open Project Rules

Proposed "Scope" amendments approved by Governance Committee as of 2021 0615, marked to show changes from current version approved by Board as of 20210223)

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1. Purpose of Open Projects

An OASIS *Open Project* [1] (or *Project*) is a program hosted by OASIS for the development of code, specifications and other artifacts under open source licenses, under one or more of the Applicable Licenses listed in Section 15, and selected by the Project as specified below. OASIS Open Projects are conducted according to the provisions of these Rules. The *OASIS Committee Operations Process* [2] provides general provisions concerning the operation of all committees that may apply to the work of a Project Governing Board (PGB). Certain defined terms used in this document have the meaning provided in the *OASIS Defined Terms* [3].

Any person or entity, whether or not an *OASIS member* [4], may participate in or contribute to a Project, as provided by these rules. Contributions, and the acceptance or merger of contributions into the Project's work, are managed primarily through one or more open source Project Repositories (as defined in Section 8).

Projects operate under the administrative and process rules described in this document, and are administered by the *OASIS Open Project Administrator* [5] designated by OASIS.

2. Project Formation

2.1 OASIS Open Projects are initiated by one or more organizations committed to being *Project Sponsors* [6] and (optionally) persons who intend to make technical contributions to the Project. Any group of at least one or more Project Sponsors whose aggregate project sponsorship dues equal or exceed the minimum threshold established by a resolution of the OASIS Board of Directors, plus one or more named Contributors, may initiate a Project by submitting to the *Open Project Administrator* [5] a *Charter* [7] prepared using the Open Project Charter Template maintained and made available by the Open Project Administrator. Additional membership requirements apply to some approval activities as noted below. The Charter shall be written in English and provided to OASIS in electronic form as plain text. The name proposed for the Project shall be subject to approval by the Open Project Administrator for purposes of confirming infringement and appropriate use issues. If the proposed name includes a reference to an *OASIS Technical Committee* [8] (TC) or specification title, or the name

36 of another Open Project, then the approval of any open OASIS TC or Open Project who uses
37 that name or has authored that specification is required in advance. No information other than
38 that requested in the template may be included in the proposal. Any documents referenced in
39 the proposal shall be publicly available.

40 The Charter must include a brief statement of purpose and a scope of work for the Project. The
41 scope of work serves as a limit on the approval of Project Standards Track Work Products [8a].
42 The ~~However, the Project's~~ statement of purpose is only informative, not normative~~does not~~
43 ~~serve as a binding scope or boundary for work created in the Project.~~ The Charter also must
44 state the number of ~~initial~~ Project Repositories initially requested ~~to be opened to~~ support the
45 Project, and the Applicable License to be applied to each requested repository.

46 2.2 The Open Project Administrator shall reply in writing with its approval or other disposition of
47 the proposal described above. OASIS shall post a public notice of each approved Project to its
48 announced public mailing list.

49 2.3 After formation, the Charter of an Open Project may be amended only as provided in Section 5.6.

50 **3. Roles of Parties in the Project**

51 The work of a Project and its administration are conducted by parties who voluntarily contribute in
52 one or more of the following defined roles: Contributor, Maintainer, Project Governing Board (PGB),
53 Technical Steering Committee (TSC), and Chair. A detailed and definitive description of those roles
54 follows in *Sections 4, 5, 6, and 7* below. A table summarizing those roles can be found in the *OASIS*
55 *Committee Operations Process [9]*.

56 **4. Contributors**

57 **4.1** Any person (whether or not an *OASIS member [4]*) may participate in a Project as a *Contributor*
58 by providing comments or bug reports to a Project Repository, subject to the licensing rules in
59 *Sections 14, 15 and 16* below.

60 **4.2** Any person (whether or not an OASIS member) may agree to a Contributor License Agreement
61 (CLA), as provided in the licensing rules below, as a prerequisite for acceptance of their pull
62 requests or other substantive contributions. If a person who signs and submits an individual
63 CLA indicates that they represent an entity, then that individual CLA will only be deemed
64 effective if that entity has signed and submitted an entity CLA. The Project Governing Board
65 and Maintainers shall only act on pull requests or other substantive contributions made by
66 project Contributors who are listed in the OASIS system as having agreed to the relevant CLA.
67 The Project shall maintain a record of all Contributors who have made contributions to a
68 Project.

70 **5. Project Governing Board and Project Sponsors**

71 **5.1** Overall guidance for the Project is provided by its *Project Governing Board [10]* (or PGB).
72 The PGB is composed of one voting member from each Project Sponsor who elects to
73 appoint a PGB member, and at least one voting at-large expert representative from the
74 community of contributors, elected or appointed by the Technical Steering Committee (TSC).
75 The PGB may create additional PGB member seats for expert representatives to be elected
76 by the TSC or appointed by the PGB.

77 A list of PGB members shall be maintained and posted at the general information web
78 page designated by OASIS for the Project. Certain actions taken by the PGB require
79 affirmative action by Project Approval Minimum Membership, as defined below.

80 **5.2** PGB members must:

- 81 (a) have signed and submitted an individual CLA, and if appointed by an entity, that entity must
- 82 have signed and submitted an entity CLA naming that project; and
- 83 (b) either
 - 84 (i) represent an organization that has paid the appropriate Backer dues for that Open Project
 - 85 or
 - 86 (ii) has been appointed or elected as an expert representative as provided above.

87 **5.3** *Project Approval Minimum Membership [11]*, where it explicitly is required for the PGB's
88 approval of an action under these rules, means at least two Project Sponsors seated on the
89 PGB.

90 **5.4** The PGB shall:

- 91 (a) select one or two Chairs and may replace and remove *Chairs [12]* as provided in Section 7
 - 92 (b) ensure there are one or more Maintainers for any Project Repository
 - 93 (c) consult with the Maintainer(s) on technical decisions as described below
 - 94 (d) establish and consult with its Technical Steering Committees (TSC)
 - 95 (e) approve any Draft Project Specifications, *Project Specifications [13]*, *Candidate OASIS*
96 *Standards [14]* or external submissions from the Project, as provided in Sections 12 and 13
- 97 Decisions by the PGB shall be made in a manner consistent with the requirements of Section 10.

98 **5.5** Status as a PGB member who represents an organization accrues to the organizational Project
99 Sponsor, and is transferable by that Project Sponsor from person to person, as evidenced by a
100 notice in writing from its Primary Representative to the OASIS Open Project Administrator. A
101 Project Sponsor may resign from PGB membership at any time, by notifying the Open Project
102 Administrator and the PGB Chair(s) in writing.

103 **5.6** The PGB may amend the Charter after the Project's formation in the following manner:

104 (a) An amendment to the binding scope of work may only be made for the purpose of removing
105 ambiguity or for narrowing the scope of work, and requires a *Special Majority Vote [22]* of the
106 PGB. Such an amendment may also at the PGB's option also update the statement of
107 purpose, list of planned deliverables and/or list of repositories and licenses.

108 (b) Any amendment to other elements of the Charter may be made by a *Full Majority Vote [19]*
109 of the PGB, so long as and any additions to the list of deliverables are within the scope of
110 work.

111 (c) In any case, any amended Charter must comply with the requirements of Section 2.1, and
112 shall not take effect until approved by the PGB and announced by the *Open Project*
113 *Administrator [5]*.
114

115 6. Technical Steering Committees

116 The PGB shall form a ***Technical Steering Committee*** (or ***TSC***) by a resolution of the PGB. A Project's
117 TSC members shall be composed of the persons, selected in the manner, and chaired by such person
118 as is provided by that resolution. The PGB must create and publish process documentation,
119 outlining the requirements for joining and voting in the project's TSC. The TSC shall have the duties
120 to advise the PGB and such others as are specified by the PGB, so long as consistent with these Rules
121 and OASIS policies. The following activities may not be delegated by the PGB, although it may
122 consult with the TSC regarding them at the PGB's option: election or termination of PGB Chairs,
123 approval of any *Releases [15]*, *Group Releases [16]*, *Project Specification Drafts [17]*, *Project*
124 *Specifications [18]*, and approval of *Candidate OASIS Standards [14]* or external submissions.

125 TSC members must have signed and submitted an individual CLA, and if appointed by an entity, that
126 entity must have signed and submitted an entity CLA. A list of TSC members shall be maintained
127 and posted at the general information web page designated by OASIS for the Project. An individual
128 may resign from TSC membership at any time, by notifying the Open Project Administrator and the
129 Chair(s) in writing.

130 7. Project Chairs and Maintainers

131 **7.1** The PGB shall select one or two of its members as *Chairs [12]* by a *Full Majority Vote [19]*, to
132 coordinate and manage Project decision-making and logistics. The PGB may remove a Chair at
133 any time by a Full Majority Vote. The Chair(s) of the Project shall:

- 134 (a) be responsible for the coordination and polling of any decisions of the PGB
- 135 (b) convene and make arrangements for any desired virtual or physical face-to-face
136 meetings of the PGB and/or Contributors
- 137 (c) assist and support the Maintainer(s) as appropriate

- 138 (d) be responsible as the Project's principal point of contact with OASIS staff and resources as
139 needed
- 140 (e) manage or provide for the management of communications with Contributors, any
141 liaisons and the public as may be desirable in support of the Project's goals.

142 If a PGB does not have at least one Chair then all PGB activities, with the exception of the
143 selection of a new Chair, are suspended. If a PGB does not have a Chair for 180 days, the
144 *Open Project Administrator [5]* may declare the PGB closed. After closure of the PGB, the
145 Project may no longer take actions that require the approval of the PGB.

146 **7.2** The PGB shall ensure that there are one or more *Maintainers* to serve as the principal
147 editor(s) of the Project's technical work managed within its Project Repositories.
148 Maintainers shall exercise editorial responsibility over the contents of the Project's
149 repositories, including by:

- 150 (a) evaluating and responding to pull requests
- 151 (b) designating main or recommended branches of each repository
- 152 (c) designating deprecated branches or contributions.

153 Maintainers should act to carry out the technical consensus of the TSC, Contributors, and PGB,
154 and may be removed by the PGB at any time, after notice to the Maintainer and the TSC, for
155 failure to perform their functions as determined by the PGB. No contributed information or pull
156 requests may be deleted from any Project Repository, due to the open nature of the Applicable
157 Licenses and the Archival Permanence rules in Section 9.2. The appointment of a Maintainer
158 survives the closure of the PGB, and thereafter the remaining Maintainer(s) or the Open
159 Projects Administrator may appoint additional or replacement Maintainers.

160 **8. Repositories and Project Tools**

161 **8.1** OASIS will create and support official repositories for each Project (*Project Repositories*) using
162 tools, selected and configured by staff that are clearly marked as a distinct resource. OASIS will
163 initialize each Project Repository as a distinct open source project, including issue tracking,
164 comment facilities, and such other facilities as are normally available by default.

165 **8.2** The Project's official *Project Tools* include the Project's Repositories and these additional tools:
166 A principal web page for each Project, which may be the home resource page of the Project's
167 first Project Repository, and optionally, one or more mailing lists for administration of the
168 Project. Subscription to such lists, which shall be subject to the *OASIS Mailing List Guidelines*
169 *[20]*, shall be open to anyone.

170 **9. Visibility and Archival Permanence**

171 **9.1 Visibility.** Contributions, comments, decisions, records of decisions and all other resources of
172 the Project, including web pages, documents, mailing lists and any other records of discussions,
173 must be located only on the Project Tools designated or authorized by OASIS. Projects may not
174 conduct official business or technical discussions, store documents, or host web pages on
175 servers or systems not designated by OASIS. All Project Tools shall be publicly visible, and all
176 threaded and mail list discussions shall be publicly archived.

177 **9.2 Archival Permanence.** OASIS warrants that it will not inhibit open and free access to all of
178 the material contributed to each Project Repository, as open and freely available resources.
179 This warranty is perpetual and will not be revoked by OASIS or its successors or assigns;
180 however, neither OASIS nor its assigns shall be obligated to:

- 181 (a) perpetually maintain its own existence, nor
- 182 (b) provide for the perpetual existence of a website or other public means of accessing such
183 material, nor
- 184 (c) maintain any material which it is legally required to remove from publication.

185 Some contributed material may be treated as superseded or deprecated by Maintainers or by
186 version control methods, as provided in these rules, but neither Maintainers nor any other
187 party shall delete content. The original form of each contribution shall continue to be
188 available for review, and use according to its licensure, through appropriate version control
189 or document management methodologies.

190 **9.3 Repository Lifecycle.** Once a Project Repository has been created, it will remain open as a
191 resource for public use and reference, and continuing repository contributions or
192 comments, regardless of closure of the Project, under the Archival Permanence rule
193 above, with such remaining Maintainers as may have been appointed.

194 **9.4 Announcements.** The Open Project Administrator shall create a publicly archived, subscribable
195 list for announcements and public notices from OASIS regarding Open Projects. Every
196 important change in Project status shall be posted to that list, including Project formation;
197 opening of a new Project Repository; Releases; Group Releases; Draft Project Specifications;
198 Project Specifications; Candidate OASIS Standards; and proposed external submissions.

199 **10. Project Governance: Decisions and Meetings**

200 **10.1** Decisions by the *PGB [10]* regarding the matters allocated to them by these rules normally
201 should be made after reasonable notice to and consultation with the Project's Contributors,
202 and should be made by consensus except in cases where a specific majority vote is required by
203 these rules. The *Chair [12](s)* of the Project are responsible for conducting and administrating
204 the decision processes of the PGB and the Project, consistent with these rules.

205 **10.2** *Meetings [21]* of the PGB and any TSC must be properly called by the Chair(s) and scheduled
206 in advance using the OASIS collaborative communication Project Tools. Meetings may be
207 conducted face-to-face or via telephone conference or other electronic media that allow
208 participation of all PGB members. In order to enable the openness of proceedings, meetings
209 also should be scheduled and conducted to permit the presence of as many Contributors as
210 is logistically feasible. A note of each meeting's outcomes must be posted to a publicly
211 accessible location provided by OASIS. Meetings or decisions scheduled or conducted so as to
212 exclude the participation of any PGB member or Contributor are subject to appeal to the
213 *Open Project Administrator [5]*.

214 **10.3** Electronic ballots of the PGB, when required by these rules, must be conducted on facilities
215 provided or approved by OASIS, and must remain open for a minimum period for seven
216 days. The Chair(s) may specify a longer voting period for a particular electronic ballot.
217 Eligible voters may change their vote up until the end of the voting period.

218 **11. Progression of Project Work**

219 **11.1** In addition to making available the contributions provided by Contributors, via their Project
220 Repositories, Projects may designate specific portions of their output as official *Releases [15]*,
221 Group Releases, Project Specification Drafts or *Project Specifications [13]*, and nominate them
222 for further advancement, on the terms set forth in Sections 11, 12, 13 and 14.

223 **11.2** Where the PGB or a consensus among the Contributors indicates that a specific set of
224 contributions should be formally considered as a Release, Group Release, Draft Project
225 Specification or Project Specification, then in preparation for that consideration, the
226 Maintainers shall arrange the relevant material in the relevant Project Repository or
227 repositories so that the set can be accessed and referenced as a distinct branch (a Designated
228 Branch).

229 **12. Releases and Group Releases**

230 **12.1** *Releases*. The PGB may act to approve a Designated Branch as an official *Release [15]* of
231 the Project, after giving notice to all Contributors via the Project Tools at least fourteen
232 days prior to initiating a PGB vote or consensus call. Such approval decisions are subject to
233 the process, notice and transparency provisions of these rules. Any product of the Project
234 that is composed from contributions to the Project Repositories, of any nature, is eligible
235 for approval as a Release of the Project.

236 **12.2** *Group Releases*. When desirable to aggregate outputs, the PGB may act to approve any set of
237 the Project's Releases or subsets of Releases as an official *Group Release* of the Project, after
238 giving notice to all Contributors via the Project Tools at least fourteen days prior to initiating a

239 PGB vote or consensus call. Such approval decisions are subject to the process, notice and
240 transparency provisions of these rules. Group Releases may include multiple Releases that
241 bear different Applicable Licenses. Aggregate contributions by Maintainers or others which
242 are prepared as potential Project Specifications should instead be approved as Project
243 Specification Drafts, as provided below.

244 **12.3** *Licensing.* Releases and Group Releases bear only the license rights and covenants provided
245 for each of the contributions included there, as evidenced by the relevant repositories'
246 Applicable License(s) and the CLAs.

247 **13. Project Specifications**

248 **13.1** In order to progress a Release or Group Release by the Project as a *Project Specification Draft*
249 (or *PSD*) or a *Project Specification* [13] (or *PS*), the PGB and the contents of the release(s) must
250 satisfy the additional criteria of this Section.

251 **13.2** In order to be advanced through the approval process, a proposed Project Specification must
252 conform to the Project Specification template provided by the *Open Project Administrator* [5],
253 which includes methods for indicating the relevant Designated Branches and Applicable
254 Licenses. Proposed Project Specification Drafts also should conform to that template, to the
255 extent possible.

256 **13.3** *Project Specification Drafts.* A PGB having at least Project Approval Minimum Membership
257 may act to approve any set of contributions to the Project, including from its Releases or
258 Group Releases, as an official Project Specification Draft, after giving notice to all Contributors
259 via the Project Tools at least fourteen days prior to initiating a PGB vote or consensus call.
260 Such approval decisions are subject to the process, notice and transparency provisions of
261 these rules.

262 **13.4** *Project Specifications.* A PGB having at least Project Approval Minimum Membership may act
263 to approve any Project Specification Draft as a Project Specification, by satisfying each of the
264 following requirements:

- 265 (a) Written notice of that nomination must be given by the PGB to all those involved with
266 the Project and the Open Project Administrator at least fourteen days prior to initiating a
267 ballot. The ballot must be conducted by a *Special Majority Vote* [22] of the PGB. The
268 approval decision is subject to the process, notice and transparency rules set forth in
269 these rules and the content requirements noted below.
- 270 (b) Any machine-executable instructions in a specific computer language (code) that are
271 included in the Project Specification must be composed only of one or more Releases
272 or Group Releases bearing Implementer-Class Licenses.

273 (c) Any guidance, descriptions, processes, models for the behavior of a system or service,
274 or other content that is not machine-executable, and is included in the Project
275 Specification, must be composed only of contributions (which may include Releases or
276 Group Releases) previously made to a Project Repository.

277 (d) The proposed Project Specification will be subject to review and confirmation of
278 conformance by the Open Project Administrator before the approval ballot is opened.

279 **13.5** Upon successful conclusion of the Special Majority Vote, the Open Project Administrator must
280 give public written notice thereof, which constitutes approval, and thereafter will publish the
281 Project Specification to the OASIS Library.

282 **13.6** *Licensing.* Project Specifications bear the license rights and covenants provided for each
283 contribution included there, as evidenced by the relevant repositories' Applicable License(s)
284 and the CLAs, as well as the Specification NonAssertion Covenant. Project Specifications may
285 bear more than one Applicable License, when composed from Releases or Group Releases
286 from multiple Project Repositories that have different Applicable Licenses.

287 **13.7** Implementations of all kinds are welcome (partial or complete; prototype, proof-of-
288 concept, example, model, or reference implementations), provided that PGBs may not
289 designate any single implementation of a Project Specification as exclusive or privileged.

290 **14. OASIS Standard Approval and External Submissions**

291 Project Specifications [13] are eligible for and may be submitted for approval as *OASIS Standards*
292 [23], under the following conditions:

293 (a) After three *Statements of Use* [24] referencing the PS have been presented to the PGB [10], a
294 PGB having at least Project Approval Minimum Membership may approve the PS as a
295 *Candidate OASIS Standard* [14] in the same manner, and subject to the same requirements, as
296 apply to *Committee Specifications* [25] as provided in *Section 3.8 (Approval of an OASIS*
297 *Standard)* [26] of the *OASIS TC Process* [27]. Procedural requirements applicable to *TCs* [8] in
298 that rule apply to the PGB for this purpose, including the *Special Majority Vote* [22] required to
299 nominate a Project Specification for OASIS Standard. However, a Candidate OASIS Standard
300 submitted by an Open Project shall be subject to the distinct licensing terms in these rules, and
301 not the licensing terms in the *OASIS IPR Policy* [28] for TCs.

302 (b) Upon a successful conclusion of that PGB vote and all other requirements, the *OASIS TC*
303 *Administrator* [29] shall proceed with public review and a call for consent as provided in *Sections*
304 *3.8.2* [30] and *3.8.3* [31] of the *OASIS TC Process*. An OASIS Standard submitted by an Open
305 Project and approved as provided above is eligible for further external submissions as provided in
306 and subject to the requirements in the *OASIS Liaison Policy* [32]. The PGB must have at least

307 Project Approval Minimum Membership at the time of any such action or approval; the other
308 procedural requirements applicable to TCs in that policy apply to the PGB for this purpose.

309 **15. Repository and Specification Licenses**

310 **15.1** *Applicable Licenses; Copyright Implementation Licenses.* Each Project Repository will be
311 subject to a declared *Applicable License*, selected from the list of licenses in this section. Each
312 Contributor agrees in the CLA to grant the Applicable License designated for a repository to all
313 contributions donated to that repository by posting it or requesting its inclusion in that
314 repository, and to all Releases issued from that repository.

315 Anyone may offer comments to any Project Repository, on the terms of the foregoing
316 licenses, as evidenced in the manner noted below. Anyone will be entitled to make use of the
317 contents of a Project Repository, according to the terms of its Applicable License.

318 **15.2** When requesting the creation of a Project Repository, the PGB must select that
319 repository's Applicable License from among the following list:

320 (a) Implementer-Class Licenses: Apache License v2.0 [33]; Eclipse Public License v1.0 [34];
321 Eclipse Public License 2.0 [35]; BSD-3-Clause License [36]; CC-BY 2.0 [37]; CC-BY 4.0 [38];
322 MIT License [39].

323 (b) Other available licenses: CC-0. [39a]

324 Other widely-used free and open source licenses may be added to this list after
325 review and acceptance by OASIS and amendment of these rules.

326 | **15.3** *Special Covenants for Project Specifications.* In addition to the Applicable License for each
327 Project Repository, each Contributor also agrees in the CLA to provide the additional
328 covenants in this Section 15.3, as non-assertion covenants in favor of certain Project
329 Specifications (collectively the *Specification NonAssertion Covenant*):

330 **15.3.1 Contributor Covenant for Specifications.** As a Contributor, you
331 irrevocably covenant that you will not assert any patent claims licensable by you
332 that are necessarily infringed by an implementation of your contribution to the
333 extent that contribution is included in a Project Specification approved by the
334 Open Project to which you made the contribution, against OASIS or any other
335 parties who the Applicable License benefits, for making, having made, using,
336 marketing, importing, offering to sell, selling, and otherwise distributing works
337 that Implement or Derive From your contribution.

338 **15.3.2. PGB Covenant for Specifications.** For any Project Repository whose
339 Applicable License is an Implementer-Class License, if you (or your representative)
340 are a member of that Open Project's Governing Board, you irrevocably covenant
341 that you and your Affiliates will not assert any patent claims licensable by you or
342 your Affiliates that are necessarily infringed by an implementation of a Project
343 Specification approved by that Open Project within the scope of work of its
344 Charter in effect at the time such deliverable was approved, and any Maintenance
345 Deliverable approved for it, against OASIS or any other parties who the Applicable
346 License benefits, for making, having made, using, marketing, importing, offering
347 to sell, selling, and otherwise distributing works that Implement or Derive From
348 that Project Specification and are compliant with all normative portions thereof.
349 If you withdraw from the PGB, then this obligation continues to apply, but only
350 with respect to those Project Specification Drafts approved more than 7 calendar
351 days prior to your withdrawal, and to any Maintenance Deliverables approved for
352 those specifications thereafter.

353 **15.3.3. Scope of Implementations Benefited.** As used in this covenant, works
354 that "Implement or Derive From" a contribution or specification include:

- 355 (a) specifications to the extent derived from code
356 (b) independent code implementations of a specification
357 (c) independent code implementations of a specification to the extent the
358 specification is derived from code.

359 For purposes of this definition, "specifications" include documentation, data
360 flows, data formats, application programming interfaces and process
361 descriptions.

362 **15.3.4. Withdrawal from Covenant.** Your Specification NonAssertion
363 Covenant may be suspended or revoked by you with respect to any person
364 who alleges in writing or files a suit asserting that your contribution, or the
365 work to which you have contributed, constitutes direct or contributory patent
366 infringement.

367

368 **16. Trademarks**

369 In order to incorporate a trademark or service mark into a Project, including its use in the name
370 of an OASIS Open Project or any Release, or its inclusion in the body of such work, that mark
371 must be:

372 (a) owned by OASIS; or

373 (b) ~~licensed by the owner of the mark to OASIS (i) under a perpetual, irrevocable, non-~~
374 ~~exclusive, royalty free, worldwide license, with the rights to directly and indirectly~~
375 ~~sublicense, to copy, publish, distribute and incorporate the mark, and to prepare derivative~~
376 ~~works that use or incorporate the mark, all for the purposes of publishing, developing,~~
377 ~~maintaining and promoting any of the Project's Contributions, Releases, Group Releases,~~
378 ~~Project Specifications or OASIS Standards, and enabling the use, re-use and~~
379 ~~implementation of any of the foregoing by coders, implementers, and end users as~~
380 ~~sublicensees or beneficiaries; (ii) on published written license terms satisfactory to the~~
381 ~~Open Project Administrator, and (iii) on license terms that the Open Project Administration~~
382 ~~is satisfied are consistent with the Applicable License designated for the repositories in or~~
383 ~~with which such marks are used; or~~

384 ~~(c)~~ otherwise as approved by the OASIS Board of Directors.

385 No person may use an OASIS trademark or service mark in connection with an Open Project, a Release
386 or otherwise, except in compliance with the Applicable License for a Release or otherwise according
387 to such license and usage guidelines as OASIS may from time to time require.

388 **17. CLAs and License Notices**

389 **17.1** A *Contributor License Agreement* (or CLA) shall bind each donor of a repository contribution,
390 issue or comment of any kind to the repository's Applicable License. All Contributions to
391 Project Repositories shall be subject to an Individual CLA, in the form of Appendix A-1 to

393 these rules, by which all persons making those Contributions are bound. Where
394 Contributions are made by or on behalf of an organization, the responsible individual will
395 designate that organization in their Individual CLA, and that organization will be asked to
396 provide an Entity CLA, in the form of Appendix A-2 to these rules. If that Entity CLA is not
397 obtained, OASIS and the Project must decline contributions from that individual.

398 Project Sponsors who appoint a member to the PGB must provide an Entity CLA, and the
399 persons appointed by them as PGB members must provide an Individual CLA in order to
400 serve.

401 Members of OASIS who provide an Entity CLA must provide the signature (or assent) of their
402 OASIS *Primary Representative* [40]. Individuals who represent an organization also are
403 required by the Individual CLA to obtain an Entity CLA for that organization.

404 **17.2** While some nominal write-access privileges (such as adding issues and comments) may be
405 granted automatically to the public by the Project Tools, only persons who have signed
406 the CLA will be permitted to submit content other than comments or suggestions for *Non-*
407 *Material Changes* [41].

408 17.3. Each person making a Project Repository contribution must be bound to the terms of the
409 Individual CLA, by obtaining their signature (which may be an equivalent electronic assent)
410 in a manner appropriate to the tools employed to implement that repository; and those
411 signatures shall be recorded and maintained in an auditable manner. Organizational Entity
412 CLA signatures must also be obtained, recorded and maintained in a similar manner.

413 17.4. Notices of the Applicable License applicable to each Project Repository shall be
414 conspicuously visible both from each repository's contribution channels (for potential
415 submitters of material) and its home resource pages (for potential readers and users).

416 17.5. Each Repository and its contribution facility shall be conspicuously marked with the
417 following *Call for Patent Disclosure*:

418 [OASIS requests that any party contact the OASIS Open Project Administrator if it is
419 aware of a claim of ownership of any patent claims that would necessarily be
420 infringed by implementations of an OASIS Project Specification; and that any such
421 claimant provide an indication of its willingness to grant a Specification Non-
422 Assertion Covenant with respect to such patent claims, or otherwise to negotiate
423 patent licenses free of charge with other parties on a non-discriminatory basis on
424 reasonable terms and conditions.]

425 [OASIS may include such claims on its website, but disclaims any obligation to do
426 so. OASIS takes no position regarding the validity or scope of any intellectual
427 property or other rights that might be claimed to pertain to the implementation

428 or use of the technology described in an OASIS Project Specification, or the extent
429 to which any license under such rights might or might not be available; neither
430 does it represent that it has made any effort to identify any such rights.]

431 **18. Appeals and Application of Rules**

432 The appeals process provided in *Section 4.2 [42]* of the OASIS TC Process also shall apply to the actions
433 of the *OASIS Open Project Administrator [5]*, which may be appealed as provided therein.

434
435 Changes to these rules shall apply to previously-established Open Projects upon their
436 adoption. However, OASIS may not change the terms of any signed CLA once it has been
437 delivered to OASIS; if a change is required a new CLA must be executed.

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Appendix A-1
OASIS Open Projects:
Individual Contributor License Agreement (CLA)

[omitted here]
[No changes to Appendix A-1 in these amendments.]

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Appendix A-2: Entity CLA
OASIS Open Projects:
Entity Contributor License Agreement (CLA)

[omitted here]
[No changes to Appendix A-2 in these amendments.]

455

Links for the above hyperlinks: *[subject to correction by TC Admin]*

456

- 457 [1] <https://www.oasis-open.org/policies-guidelines/oasis-defined-terms-2018-05-22#dOpenPrj>
- 458 [2] <https://www.oasis-open.org/policies-guidelines/oasis-committee-operations-process-2018-05-22>
- 459 [3] <https://www.oasis-open.org/policies-guidelines/oasis-defined-terms-2018-05-22>
- 460 [4] <https://www.oasis-open.org/policies-guidelines/oasis-defined-terms-2018-05-22#dOASISmember>
- 461 [5] <https://www.oasis-open.org/policies-guidelines/oasis-defined-terms-2018-05-22#dOP-admin>
- 462 [6] <https://www.oasis-open.org/policies-guidelines/oasis-defined-terms-2018-05-22#dProj-sponsor>
- 463 [7] <https://www.oasis-open.org/policies-guidelines/oasis-defined-terms-2018-05-22#dCharter>
- 464 [8] <https://www.oasis-open.org/policies-guidelines/oasis-defined-terms-2018-05-22#dTechnicalCommittee>
- 465 [8a] <https://www.oasis-open.org/policies-guidelines/oasis-defined-terms-2018-05-22/#dProj-stnds-trk-wp>
- 466 [9] <https://www.oasis-open.org/policies-guidelines/oasis-committee-operations-process-2018-05-22#OpMembership>
- 467
- 468 [9a] <https://www.oasis-open.org/policies-guidelines/ipr/#appendixb>
- 469 [10] <https://www.oasis-open.org/policies-guidelines/oasis-defined-terms-2018-05-22#dPGB>
- 470 [11] <https://www.oasis-open.org/policies-guidelines/oasis-defined-terms-2018-05-22#dMinProjApproval>
- 471 [12] <https://www.oasis-open.org/policies-guidelines/oasis-defined-terms-2018-05-22#dChair>
- 472 [13] <https://www.oasis-open.org/policies-guidelines/oasis-defined-terms-2018-05-22#dProj-spec>
- 473 [14] <https://www.oasis-open.org/policies-guidelines/oasis-defined-terms-2018-05-22#dCOS>
- 474 [15] <https://www.oasis-open.org/policies-guidelines/oasis-defined-terms-2018-05-22#dRelease>
- 475 [16] <https://www.oasis-open.org/policies-guidelines/open-projects-process-2018-05-22#releases-and-group-releases-applicable-licenses>
- 476
- 477 [17] <https://www.oasis-open.org/policies-guidelines/open-projects-process-2018-05-22#project-specifications-drafts>
- 478 [18] <https://www.oasis-open.org/policies-guidelines/open-projects-process-2018-05-22#project-specifications-approval-criteria>
- 479
- 480 [19] <https://www.oasis-open.org/policies-guidelines/oasis-defined-terms-2018-05-22#dFullMajority>
- 481 [20] <https://www.oasis-open.org/policies-guidelines/mailling-lists>
- 482 [21] <https://www.oasis-open.org/policies-guidelines/oasis-committee-operations-process-2018-05-22#meetings>
- 483 [22] <https://www.oasis-open.org/policies-guidelines/oasis-defined-terms-2018-05-22#dSpecialMajority>
- 484 [23] <https://www.oasis-open.org/policies-guidelines/oasis-defined-terms-2018-05-22#dOASISstandard>
- 485 [24] <https://www.oasis-open.org/policies-guidelines/oasis-defined-terms-2018-05-22#dStatementUse>
- 486 [25] <https://www.oasis-open.org/policies-guidelines/oasis-defined-terms-2018-05-22#dCommitteeSpec>
- 487 [26] <https://www.oasis-open.org/policies-guidelines/tc-process-2017-05-26#OASISstandard>
- 488 [27] <https://www.oasis-open.org/policies-guidelines/tc-process>
- 489 [28] https://www.oasis-open.org/policies-guidelines/ipr#licensing_req
- 490 [29] <https://www.oasis-open.org/policies-guidelines/oasis-defined-terms-2018-05-22#dTCAdmin>
- 491 [30] <https://www.oasis-open.org/policies-guidelines/tc-process-2017-05-26#OSpublicRev>
- 492 [31] <https://www.oasis-open.org/policies-guidelines/tc-process-2017-05-26#OScallForConsent>
- 493 [32] <https://www.oasis-open.org/policies-guidelines/liaison>
- 494 [33] <https://www.apache.org/licenses/LICENSE-2.0>
- 495 [34] <https://www.eclipse.org/legal/epl-v10.html>
- 496 [35] <https://www.eclipse.org/legal/epl-2.0/>
- 497 [36] <https://opensource.org/licenses/BSD-3-Clause>
- 498 [37] <https://creativecommons.org/licenses/by/2.0/legalcode>
- 499 [38] <https://creativecommons.org/licenses/by/4.0/legalcode>
- 500 [39] <https://opensource.org/licenses/MIT>
- 501 [39a] <https://creativecommons.org/publicdomain/zero/1.0/legalcode>
- 502 [39b] <https://www.oasis-open.org/policies-guidelines/ipr/#s2.1>
- 503 [40] <https://www.oasis-open.org/policies-guidelines/oasis-defined-terms-2018-05-22#dPrimaryRep>

- 504 [41] <https://www.oasis-open.org/policies-guidelines/oasis-defined-terms-2018-05-22#dNonmaterialChange>
- 505 [42] <https://www.oasis-open.org/policies-guidelines/tc-process-2017-05-26#appeals>
- 506 [43] <http://oasis-open-projects.org/>
- 507 [44] <https://www.oasis-open.org/policies-guidelines/open-projects-process-2018-05-22>
- 508 [45] <mailto:open-projects-cla@oasis-open.org>
- 509 [46] <mailto:open-projects-admin@oasis-open.org>