

Open Project Rules

*as approved by Board 20210629
(with 20211203 proposed edits about OP repo licenses)*

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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 of another Open Project, then the approval of any open OASIS TC or Open Project who uses

36 that name or has authored that specification is required in advance. No information other than
37 that requested in the template may be included in the proposal. Any documents referenced in
38 the proposal shall be publicly available.

39 The Charter must include a brief statement of purpose and a scope of work for the Project. The
40 scope of work serves as a limit on the approval of *Project Standards Track Work Products [8a]*.
41 The statement of purpose is only informative, not normative. The Charter also must state the
42 number of Project Repositories initially requested support the Project, and the Applicable
43 License to be applied to each requested repository.

44 **2.2** The Open Project Administrator shall reply in writing with its approval or other disposition of
45 the proposal described above. OASIS shall post a public notice of each approved Project to its
46 announced public mailing list.

47 **2.3** After formation, the Charter of an Open Project may be amended only as provided in Section 5.6.

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

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

54 **4. Contributors**

55 **4.1** Any person (whether or not an *OASIS member [4]*) may participate in a Project as a *Contributor*
56 by providing comments or bug reports to a Project Repository, subject to the licensing rules in
57 *Sections 14, 15 and 16* below.

58 **4.2** Any person (whether or not an OASIS member) may agree to a Contributor License Agreement
59 (CLA), as provided in the licensing rules below, as a prerequisite for acceptance of their pull
60 requests or other substantive contributions. If a person who signs and submits an individual
61 CLA indicates that they represent an entity, then that individual CLA will only be deemed
62 effective if that entity has signed and submitted an entity CLA. The Project Governing Board
63 and Maintainers shall only act on pull requests or other substantive contributions made by
64 project Contributors who are listed in the OASIS system as having agreed to the relevant CLA.
65 The Project shall maintain a record of all Contributors who have made contributions to a
66 Project.

67 **4.3** Contributors who include the work of their employers, Affiliates or unrelated third parties in
68 their contributions have other obligations under these Rules. The patent nonassertion
69 promises in the *Specification NonAssertion Covenant* in *Section 5.3* below apply to *Affiliates*

(see Section 15.3.5) of contributors, as well as the contributors themselves. In each CLA, the contributor warrants that they have obtained all necessary rights and permissions to make their contributions and grant the necessary rights and, if required, they have obtained a CLA from their employer. Contributors whose contributions include the work of others are encouraged to seek a separate OASIS CLA directly from that party, or a separate signed license grant generally in the form of *Appendix B* of the *OASIS IPR Policy [9a]* from each such owner.

5. Project Governing Board and Project Sponsors

5.1 Overall guidance for the Project is provided by its *Project Governing Board [10]* (or PGB).

The PGB is composed of one voting member from each Project Sponsor who elects to appoint a PGB member, and at least one voting at-large expert representative from the community of contributors, elected or appointed by the Technical Steering Committee (TSC). The PGB may create additional PGB member seats for expert representatives to be elected by the TSC or appointed by the PGB.

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

5.2 PGB members must:

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

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

5.4 The PGB shall:

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

- 104 **5.5** Status as a PGB member who represents an organization accrues to the organizational Project
105 Sponsor, and is transferable by that Project Sponsor from person to person, as evidenced by a
106 notice in writing from its Primary Representative to the OASIS Open Project Administrator. A
107 Project Sponsor may resign from PGB membership at any time, by notifying the Open Project
108 Administrator and the PGB Chair(s) in writing.
- 109 **5.6** The PGB may amend the Charter after the Project's formation in the following manner:
- 110 (a) An amendment to the binding scope of work may only be made for the purpose of removing
111 ambiguity or for narrowing the scope of work, and requires a *Special Majority Vote [22]* of the
112 PGB. Such an amendment may also at the PGB's option also update the statement of
113 purpose, list of planned deliverables and/or list of repositories and licenses.
 - 114 (b) Any amendment to other elements of the Charter may be made by a *Full Majority Vote [19]*
115 of the PGB, so long as any additions to the list of deliverables are within the scope of work.
 - 116 (c) In any case, any amended Charter must comply with the requirements of Section 2.1, and
117 shall not take effect until approved by the PGB and announced by the *Open Project*
118 *Administrator [5]*.
- 119

120 **6. Technical Steering Committees**

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

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

135 **7. Project Chairs and Maintainers**

136 **7.1** The PGB shall select one or two of its members as *Chairs [12]* by a *Full Majority Vote [19]*, to
137 coordinate and manage Project decision-making and logistics. The PGB may remove a Chair at
138 any time by a Full Majority Vote. The Chair(s) of the Project shall:

- 139 (a) be responsible for the coordination and polling of any decisions of the PGB
- 140 (b) convene and make arrangements for any desired virtual or physical face-to-face
- 141 meetings of the PGB and/or Contributors
- 142 (c) assist and support the Maintainer(s) as appropriate
- 143 (d) be responsible as the Project's principal point of contact with OASIS staff and resources as
- 144 needed
- 145 (e) manage or provide for the management of communications with Contributors, any
- 146 liaisons and the public as may be desirable in support of the Project's goals.

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

151 **7.2** The PGB shall ensure that there are one or more *Maintainers* to serve as the principal
152 editor(s) of the Project's technical work managed within its Project Repositories.
153 Maintainers shall exercise editorial responsibility over the contents of the Project's
154 repositories, including by:

- 155 (a) evaluating and responding to pull requests
- 156 (b) designating main or recommended branches of each repository
- 157 (c) designating deprecated branches or contributions.

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

165 **8. Repositories and Project Tools**

166 **8.1** OASIS will ~~create and~~ support official repositories for each Project (*Project Repositories*) using
167 tools, selected ~~and configured~~ by staff that are clearly marked as a distinct resource. The
168 repositories listed in the Project's Charter will be opened by OASIS staff in connection with the
169 Project's launch. Subject to the requirements of this Section 8, subsequent Project
170 Repositories may be opened by (a) a decision of the PGB, or (b) if the PGB elects to adopt a
171 Standing Rule [link] that permits it, then a TSC or a designated maintainer may also do so.
172 However, adding new Applicable Licenses requires PGB approval: any Project Repository that

173 | applies an Applicable License (as provided in Section 15.1) that is already not in use in other
174 | Repositories of that Project must first be approved by a Special Majority Vote of the PGB.

175 | **8.2** ~~Each OASIS will initialize each~~ Project Repository will serve as a distinct open source project,
176 | including issue tracking, comment facilities, and such other facilities as are normally available
177 | by default.

178 | **8.3** The Project's official *Project Tools* include the Project's Repositories and these additional tools:
179 | A principal web page for each Project, which may be the home resource page of the Project's
180 | first Project Repository, and optionally, one or more mailing lists for administration of the
181 | Project. Subscription to such lists, which shall be subject to the *OASIS Mailing List Guidelines*
182 | [20], shall be open to anyone.

183 | **9. Visibility and Archival Permanence**

184 | **9.1** *Visibility*. Contributions, comments, decisions, records of decisions and all other resources of
185 | the Project, including web pages, documents, mailing lists and any other records of discussions,
186 | must be located only on the Project Tools designated or authorized by OASIS. Projects may not
187 | conduct official business or technical discussions, store documents, or host web pages on
188 | servers or systems not designated by OASIS. All Project Tools shall be publicly visible, and all
189 | threaded and mail list discussions shall be publicly archived.

190 | **9.2** *Archival Permanence*. OASIS warrants that it will not inhibit open and free access to all of
191 | the material contributed to each Project Repository, as open and freely available resources.
192 | This warranty is perpetual and will not be revoked by OASIS or its successors or assigns;
193 | however, neither OASIS nor its assigns shall be obligated to:

194 | (a) perpetually maintain its own existence, nor

195 | (b) provide for the perpetual existence of a website or other public means of accessing such
196 | material, nor

197 | (c) maintain any material which it is legally required to remove from publication.

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

203 | **9.3** *Repository Lifecycle*. Once a Project Repository has been created, it will remain open as a
204 | resource for public use and reference, and continuing repository contributions or
205 | comments, regardless of closure of the Project, under the Archival Permanence rule
206 | above, with such remaining Maintainers as may have been appointed.

207 **9.4** *Announcements*. The Open Project Administrator shall create a publicly archived, subscribable
208 list for announcements and public notices from OASIS regarding Open Projects. Every
209 important change in Project status shall be posted to that list, including Project formation;
210 opening of a new Project Repository; Releases; Group Releases; Draft Project Specifications;
211 Project Specifications; Candidate OASIS Standards; and proposed external submissions.

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

213 **10.1** Decisions by the *PGB [10]* regarding the matters allocated to them by these rules normally
214 should be made after reasonable notice to and consultation with the Project's Contributors,
215 and should be made by consensus except in cases where a specific majority vote is required by
216 these rules. The *Chair [12](s)* of the Project are responsible for conducting and administrating
217 the decision processes of the PGB and the Project, consistent with these rules.

218 **10.2** *Meetings [21]* of the PGB and any TSC must be properly called by the Chair(s) and scheduled
219 in advance using the OASIS collaborative communication Project Tools. Meetings may be
220 conducted face-to-face or via telephone conference or other electronic media that allow
221 participation of all PGB members. In order to enable the openness of proceedings, meetings
222 also should be scheduled and conducted to permit the presence of as many Contributors as
223 is logistically feasible. A note of each meeting's outcomes must be posted to a publicly
224 accessible location provided by OASIS. Meetings or decisions scheduled or conducted so as to
225 exclude the participation of any PGB member or Contributor are subject to appeal to the
226 *Open Project Administrator [5]*.

227 **10.3** Electronic ballots of the PGB, when required by these rules, must be conducted on facilities
228 provided or approved by OASIS, and must remain open for a minimum period for seven
229 days. The Chair(s) may specify a longer voting period for a particular electronic ballot.
230 Eligible voters may change their vote up until the end of the voting period.

231 **11. Progression of Project Work**

232 **11.1** In addition to making available the contributions provided by Contributors, via their Project
233 Repositories, Projects may designate specific portions of their output as official *Releases [15]*,
234 Group Releases, Project Specification Drafts or *Project Specifications [13]*, and nominate them
235 for further advancement, on the terms set forth in Sections 11, 12, 13 and 14.

236 **11.2** Where the PGB or a consensus among the Contributors indicates that a specific set of
237 contributions should be formally considered as a Release, Group Release, Draft Project
238 Specification or Project Specification, then in preparation for that consideration, the
239 Maintainers shall arrange the relevant material in the relevant Project Repository or
240 repositories so that the set can be accessed and referenced as a distinct branch (a Designated
241 Branch).

242 **12. Releases and Group Releases**

243 **12.1** *Releases*. The PGB may act to approve a Designated Branch as an official *Release [15]* of
244 the Project, after giving notice to all Contributors via the Project Tools at least fourteen
245 days prior to initiating a PGB vote or consensus call. Such approval decisions are subject to
246 the process, notice and transparency provisions of these rules. Any product of the Project
247 that is composed from contributions to the Project Repositories, of any nature, is eligible
248 for approval as a Release of the Project.

249 **12.2** *Group Releases*. When desirable to aggregate outputs, the PGB may act to approve any set of
250 the Project's Releases or subsets of Releases as an official *Group Release* of the Project, after
251 giving notice to all Contributors via the Project Tools at least fourteen days prior to initiating a
252 PGB vote or consensus call. Such approval decisions are subject to the process, notice and
253 transparency provisions of these rules. Group Releases may include multiple Releases that
254 bear different Applicable Licenses. Aggregate contributions by Maintainers or others which
255 are prepared as potential Project Specifications should instead be approved as Project
256 Specification Drafts, as provided below.

257 **12.3** *Licensing*. Releases and Group Releases bear only the license rights and covenants provided
258 for each of the contributions included there, as evidenced by the relevant repositories'
259 Applicable License(s) and the CLAs.

260 **13. Project Specifications**

261 **13.1** In order to progress a Release or Group Release by the Project as a *Project Specification Draft*
262 (or *PSD*) or a *Project Specification [13]* (or *PS*), the PGB and the contents of the release(s) must
263 satisfy the additional criteria of this Section.

264 **13.2** In order to be advanced through the approval process, a proposed Project Specification must
265 conform to the Project Specification template provided by the *Open Project Administrator [5]*,
266 which includes methods for indicating the relevant Designated Branches and Applicable
267 Licenses. Proposed Project Specification Drafts also should conform to that template, to the
268 extent possible.

269 **13.3** *Project Specification Drafts*. A PGB having at least Project Approval Minimum Membership
270 may act to approve any set of contributions to the Project, including from its Releases or
271 Group Releases, as an official Project Specification Draft, after giving notice to all Contributors
272 via the Project Tools at least fourteen days prior to initiating a PGB vote or consensus call.
273 Such approval decisions are subject to the process, notice and transparency provisions of
274 these rules.

275 **13.4** *Project Specifications*. A PGB having at least Project Approval Minimum Membership may act
276 to approve any Project Specification Draft as a Project Specification, by satisfying each of the
277 following requirements:

278 (a) Written notice of that nomination must be given by the PGB to all those involved with
279 the Project and the Open Project Administrator at least fourteen days prior to initiating a
280 ballot. The ballot must be conducted by a *Special Majority Vote [22]* of the PGB. The
281 approval decision is subject to the process, notice and transparency rules set forth in
282 these rules and the content requirements noted below.

283 (b) Any machine-executable instructions in a specific computer language (code) that are
284 included in the Project Specification must be composed only of one or more Releases or
285 Group Releases bearing Implementer-Class Licenses.

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

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

292 **13.5** Upon successful conclusion of the Special Majority Vote, the Open Project Administrator must
293 give public written notice thereof, which constitutes approval, and thereafter will publish the
294 Project Specification to the OASIS Library.

295 **13.6** *Licensing*. Project Specifications bear the license rights and covenants provided for each
296 contribution included there, as evidenced by the relevant repositories' Applicable License(s)
297 and the CLAs, as well as the Specification NonAssertion Covenant. Project Specifications may
298 bear more than one Applicable License, when composed from Releases or Group Releases
299 from multiple Project Repositories that have different Applicable Licenses.

300 **13.7** Implementations of all kinds are welcome (partial or complete; prototype, proof-of-
301 concept, example, model, or reference implementations), provided that PGBs may not
302 designate any single implementation of a Project Specification as exclusive or privileged.

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

304 Project Specifications [13] are eligible for and may be submitted for approval as *OASIS Standards*
305 [23], under the following conditions:

306 (a) After three *Statements of Use [24]* referencing the PS have been presented to the PGB [10], a
307 PGB having at least Project Approval Minimum Membership may approve the PS as a
308 *Candidate OASIS Standard [14]* in the same manner, and subject to the same requirements, as

309 apply to *Committee Specifications [25]* as provided in *Section 3.8 (Approval of an OASIS*
310 *Standard) [26]* of the *OASIS TC Process [27]*. Procedural requirements applicable to *TCs [8]* in
311 that rule apply to the PGB for this purpose, including the *Special Majority Vote [22]* required to
312 nominate a Project Specification for OASIS Standard. However, a Candidate OASIS Standard
313 submitted by an Open Project shall be subject to the distinct licensing terms in these rules, and
314 not the licensing terms in the *OASIS IPR Policy [28]* for TCs.

315 (b) Upon a successful conclusion of that PGB vote and all other requirements, the *OASIS TC*
316 *Administrator [29]* shall proceed with public review and a call for consent as provided in *Sections*
317 *3.8.2 [30]* and *3.8.3 [31]* of the *OASIS TC Process*. An OASIS Standard submitted by an Open
318 Project and approved as provided above is eligible for further external submissions as provided in
319 and subject to the requirements in the *OASIS Liaison Policy [32]*. The PGB must have at least
320 Project Approval Minimum Membership at the time of any such action or approval; the other
321 procedural requirements applicable to TCs in that policy apply to the PGB for this purpose.

322 **15. Repository and Specification Licenses**

323 **15.1** *Applicable Licenses; Copyright Implementation Licenses*. Each Project Repository will be
324 subject to a declared *Applicable License*, selected from the list of licenses in this section. Each
325 Contributor agrees in the CLA to grant the Applicable License designated for a repository to all
326 contributions donated to that repository by posting it or requesting its inclusion in that
327 repository, and to all Releases issued from that repository.

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

331 **15.2** When requesting the creation of a Project Repository, the PGB must select that
332 repository's Applicable License from among the following list:

333 (a) Implementer-Class Licenses: Apache License v2.0 [33]; Eclipse Public License v1.0 [34];
334 Eclipse Public License 2.0 [35]; BSD-3-Clause License [36]; [CC-0 \[39a\]](#), CC-BY 2.0 [37]; CC-
335 BY 4.0 [38]; MIT License [39].

336 (b) Other available licenses: [CC-0-\[39a\]Community Data License Agreement v2 \[link\]](#)

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

339 **15.3** *Special Covenants for Project Specifications*. In addition to the Applicable License for each
340 Project Repository, each Contributor also agrees in the CLA to provide the additional
341 covenants in this Section 15.3, as non-assertion covenants in favor of certain Project
342 Specifications (collectively the *Specification NonAssertion Covenant*):

343 **15.3.1 Contributor Covenant for Specifications.** As a Contributor, you
344 irrevocably covenant that you and your Affiliates will not assert any patent claims
345 licensable by you or your Affiliates that are necessarily infringed by an
346 implementation of your contribution to the extent that contribution is included in
347 a Project Specification approved by the Open Project to which you made the
348 contribution, against OASIS or any other parties who the Applicable License
349 benefits, for making, having made, using, marketing, importing, offering to sell,
350 selling, and otherwise distributing works that Implement or Derive From your
351 contribution.

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

367 **15.3.3. Scope of Implementations Benefited.** As used in this covenant,
368 works that "Implement or Derive From" a contribution or specification
369 include:

- 370 (a) specifications to the extent derived from code
- 371 (b) independent code implementations of a specification
- 372 (c) independent code implementations of a specification to the extent the
373 specification is derived from code.

374 For purposes of this definition, "specifications" include documentation, data
375 flows, data formats, application programming interfaces and process
376 descriptions.

377 **15.3.4. Withdrawal from Covenant.** Your Specification NonAssertion
378 Covenant may be suspended or revoked by you with respect to any person

379 who alleges in writing or files a suit asserting that your contribution, or the
380 work to which you have contributed, constitutes direct or contributory patent
381 infringement.

382 15.3.5. **Affiliates.** The word “Affiliate” as used herein shall have the meaning defined for
383 that term in, and confer licensing obligations in the same manner as in, the *OASIS IPR*
384 *Policy [39b]*.

385 **16. Trademarks**

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

- 389 (a) owned by OASIS; or
- 390 (b) otherwise as approved by the OASIS Board of Directors.

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

394 **17. CLAs and License Notices**

395 **17.1** A *Contributor License Agreement* (or CLA) shall bind each donor of a repository contribution,
396 issue or comment of any kind to the repository's Applicable License. All Contributions to
397 Project Repositories shall be subject to an Individual CLA, in the form of Appendix A-1 to
398 these rules, by which all persons making those Contributions are bound. Where
399 Contributions are made by or on behalf of an organization, the responsible individual will
400 designate that organization in their Individual CLA, and that organization will be asked to
401 provide an Entity CLA, in the form of Appendix A-2 to these rules. If that Entity CLA is not
402 obtained, OASIS and the Project must decline contributions from that individual.

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

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

409 **17.2** While some nominal write-access privileges (such as adding issues and comments) may be
410 granted automatically to the public by the Project Tools, only persons who have signed
411 the CLA will be permitted to submit content other than comments or suggestions for *Non-*
412 *Material Changes [41]*.

413 17.3. Each person making a Project Repository contribution must be bound to the terms of the
414 Individual CLA, by obtaining their signature (which may be an equivalent electronic assent)
415 in a manner appropriate to the tools employed to implement that repository; and those
416 signatures shall be recorded and maintained in an auditable manner. Organizational Entity
417 CLA signatures must also be obtained, recorded and maintained in a similar manner.

418 17.4. Notices of the Applicable License applicable to each Project Repository shall be
419 conspicuously visible both from each repository's contribution channels (for potential
420 submitters of material) and its home resource pages (for potential readers and users).

421 17.5. Each Repository and its contribution facility shall be conspicuously marked with the
422 following *Call for Patent Disclosure*:

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

430 [OASIS may include such claims on its website, but disclaims any obligation to do
431 so. OASIS takes no position regarding the validity or scope of any intellectual
432 property or other rights that might be claimed to pertain to the implementation
433 or use of the technology described in an OASIS Project Specification, or the extent
434 to which any license under such rights might or might not be available; neither
435 does it represent that it has made any effort to identify any such rights.]

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

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

439
440 Changes to these rules shall apply to previously-established Open Projects upon their
441 adoption. However, OASIS may not change the terms of any signed CLA once it has been
442 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.]

460

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

461

- 462 [1] <https://www.oasis-open.org/policies-guidelines/oasis-defined-terms-2018-05-22#dOpenPrj>
- 463 [2] <https://www.oasis-open.org/policies-guidelines/oasis-committee-operations-process-2018-05-22>
- 464 [3] <https://www.oasis-open.org/policies-guidelines/oasis-defined-terms-2018-05-22>
- 465 [4] <https://www.oasis-open.org/policies-guidelines/oasis-defined-terms-2018-05-22#dOASISmember>
- 466 [5] <https://www.oasis-open.org/policies-guidelines/oasis-defined-terms-2018-05-22#dOP-admin>
- 467 [6] <https://www.oasis-open.org/policies-guidelines/oasis-defined-terms-2018-05-22#dProj-sponsor>
- 468 [7] <https://www.oasis-open.org/policies-guidelines/oasis-defined-terms-2018-05-22#dCharter>
- 469 [8] <https://www.oasis-open.org/policies-guidelines/oasis-defined-terms-2018-05-22#dTechnicalCommittee>
- 470 [8a] <https://www.oasis-open.org/policies-guidelines/oasis-defined-terms-2018-05-22/#dProj-stnds-trk-wp>
- 471 [9] <https://www.oasis-open.org/policies-guidelines/oasis-committee-operations-process-2018-05-22#OpMembership>
- 472
- 473 [9a] <https://www.oasis-open.org/policies-guidelines/ipr/#appendixb>
- 474 [10] <https://www.oasis-open.org/policies-guidelines/oasis-defined-terms-2018-05-22#dPGB>
- 475 [11] <https://www.oasis-open.org/policies-guidelines/oasis-defined-terms-2018-05-22#dMinProjApproval>
- 476 [12] <https://www.oasis-open.org/policies-guidelines/oasis-defined-terms-2018-05-22#dChair>
- 477 [13] <https://www.oasis-open.org/policies-guidelines/oasis-defined-terms-2018-05-22#dProj-spec>
- 478 [14] <https://www.oasis-open.org/policies-guidelines/oasis-defined-terms-2018-05-22#dCOS>
- 479 [15] <https://www.oasis-open.org/policies-guidelines/oasis-defined-terms-2018-05-22#dRelease>
- 480 [16] <https://www.oasis-open.org/policies-guidelines/open-projects-process-2018-05-22#releases-and-group-releases-applicable-licenses>
- 481
- 482 [17] <https://www.oasis-open.org/policies-guidelines/open-projects-process-2018-05-22#project-specifications-drafts>
- 483 [18] <https://www.oasis-open.org/policies-guidelines/open-projects-process-2018-05-22#project-specifications-approval-criteria>
- 484
- 485 [19] <https://www.oasis-open.org/policies-guidelines/oasis-defined-terms-2018-05-22#dFullMajority>
- 486 [20] <https://www.oasis-open.org/policies-guidelines/mailling-lists>
- 487 [21] <https://www.oasis-open.org/policies-guidelines/oasis-committee-operations-process-2018-05-22#meetings>
- 488 [22] <https://www.oasis-open.org/policies-guidelines/oasis-defined-terms-2018-05-22#dSpecialMajority>
- 489 [23] <https://www.oasis-open.org/policies-guidelines/oasis-defined-terms-2018-05-22#dOASISstandard>
- 490 [24] <https://www.oasis-open.org/policies-guidelines/oasis-defined-terms-2018-05-22#dStatementUse>
- 491 [25] <https://www.oasis-open.org/policies-guidelines/oasis-defined-terms-2018-05-22#dCommitteeSpec>
- 492 [26] <https://www.oasis-open.org/policies-guidelines/tc-process-2017-05-26#OASISstandard>
- 493 [27] <https://www.oasis-open.org/policies-guidelines/tc-process>
- 494 [28] https://www.oasis-open.org/policies-guidelines/ipr#licensing_req
- 495 [29] <https://www.oasis-open.org/policies-guidelines/oasis-defined-terms-2018-05-22#dTCAdmin>
- 496 [30] <https://www.oasis-open.org/policies-guidelines/tc-process-2017-05-26#OSpublicRev>
- 497 [31] <https://www.oasis-open.org/policies-guidelines/tc-process-2017-05-26#OScallForConsent>
- 498 [32] <https://www.oasis-open.org/policies-guidelines/liaison>
- 499 [33] <https://www.apache.org/licenses/LICENSE-2.0>
- 500 [34] <https://www.eclipse.org/legal/epl-v10.html>
- 501 [35] <https://www.eclipse.org/legal/epl-2.0/>
- 502 [36] <https://opensource.org/licenses/BSD-3-Clause>
- 503 [37] <https://creativecommons.org/licenses/by/2.0/legalcode>
- 504 [38] <https://creativecommons.org/licenses/by/4.0/legalcode>
- 505 [39] <https://opensource.org/licenses/MIT>
- 506 [39a] <https://creativecommons.org/publicdomain/zero/1.0/legalcode>
- 507 [39b] <https://www.oasis-open.org/policies-guidelines/ipr/#s2.1>
- 508 [40] <https://www.oasis-open.org/policies-guidelines/oasis-defined-terms-2018-05-22#dPrimaryRep>

- 509 [41] <https://www.oasis-open.org/policies-guidelines/oasis-defined-terms-2018-05-22#dNonmaterialChange>
- 510 [42] <https://www.oasis-open.org/policies-guidelines/tc-process-2017-05-26#appeals>
- 511 [43] <http://oasis-open-projects.org/>
- 512 [44] <https://www.oasis-open.org/policies-guidelines/open-projects-process-2018-05-22>
- 513 [45] <mailto:open-projects-cla@oasis-open.org>
- 514 [46] <mailto:open-projects-admin@oasis-open.org>