SUMMARY OF SUGGESTED CHANGES TO RULES

*We believe these recommended changes will address common reactions we have heard from leading open source industry veterans. These thought leaders tell us that os project leads feel a deep sense of owning their projects and that it is most often they who decide where to take a project. So we want to do all that we can to make OASIS an attractive home for their work.*

**POLICY CHANGES:**

1. **Allow orgs to retain project trademarks provided they agree to our unrestricted use**. Mature projects will not transition to OASIS if they are forced to give up their trademarks. However, they will understand the need for assurances that let others use their work with confidence. Rather than requiring trademarks be turned over, we should codify what rights owners must grant OASIS and its assigns for their use.

1. **Enable Project Governing Board seats to be held by invited technical experts** (e.g. TSC members, Maintainers, or other people who make major technical contributions to the project but who may not be employed by funding orgs).

1. **Change the Technical Steering Committee from an option to a requirement.** This enables us to more clearly define the roles/responsibilities of the PGB (where project governance decisions are made) versus the roles/responsibilities of the TSC (where technical decisions are made). We can preserve the intended flexibility of our current Rules and accommodate smaller projects by giving the PGB the option to also assume the role of the TSC.

**TERMINOLOGY CHANGES**

1. **Discontinue “Participant” label and use “Contributor” to refer to everyone who makes technical contributions.** Using two labels to classify contributors is not a common practice in open source communities and confused people. Note: This does **not** change the CLA requirement or the substance of our Rules. A “Contributor” who wants to issue pull request, etc. still must sign a CLA, a “Contributor” who reports a bug does not.

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*This draft of the OP Rules was prepared on 02/08/2019 following review by the Process and IPR committees and approval to submit to the OASIS Board.*

*The published version of the OASIS Open Project (OP) Rules was approved by the OASIS Board of Directors on 22 May 2018 and became effective 22 May 2018.*

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## [1. Purpose of Open Projects](#4f1mdlm)

An OASIS ***Open Project*** (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 14](#4k668n3), 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* 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*.

Any person or entity, whether or not an *OASIS member*, 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 7](#37m2jsg)).

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

## [2. Project Formation](#2u6wntf)

**[2.1](#3cqmetx)**   OASIS Open Projects are initiated by one or more organizations committed to being ***Project Sponsors*** 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* a ***Charter*** 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* (TC) or specification title, or the name of another Open Project, then the approval of any open OASIS TC or Open Project who uses that name or has authored that specification is required in advance. No information other than that requested in the template may be included in the proposal. Any documents referenced in the proposal shall be publicly available.

The Charter must include a brief statement of purpose for the Project. However, the Project's statement of purpose does not serve as a binding scope or boundary for work created in the Project. The Charter also must state the number of initial Project Repositories requested to be opened to support the Project, and the Applicable License to be applied to each requested repository.

**[2.2](#1rvwp1q)** The Open Project Administrator shall reply in writing with its approval or other disposition of the proposal described above. OASIS shall post a public notice of each approved Project to its announced public mailing list.

## [3. Roles of Parties in the Project](#19c6y18)

The work of a Project and its administration are conducted by parties who voluntarily contribute in one or more of the following defined roles: [Contributor](#2r0uhxc), [Maintainer](#nmf14n), Project Governing Board ([PGB](#1664s55)), Technical Steering Committee ([TSC](#nmf14n)), and [Chair](#nmf14n). A detailed and definitive description of those roles follows in [*Sections 4*](#3tbugp1), [*5*](#28h4qwu) and [*6*](#nmf14n) below. A table summarizing those roles can be found in the [*OASIS Committee Operations Process*](https://www.oasis-open.org/policies-guidelines/oasis-committee-operations-process-2018-05-22#OpMembership).

## [4. Contributors](#3tbugp1)

**[4.1](#4bvk7pj)** Any person (whether or not an *OASIS member*) may participate in a Project as a **Contributor** by providing comments or bug reports to a Project Repository, subject to the licensing rules in [*Sections 13*](#206ipza), [*14*](#4k668n3) and [*15*](#2zbgiuw) below.

**[4.2](#2r0uhxc)** Any person (whether or not an OASIS member) may agree to a Contributor License Agreement (CLA), as provided in the licensing rules below, as a prerequisite for acceptance of their pull requests or other substantive contributions. The Project Governing Board and Maintainers shall only act on pull requests or other substantive contributions made by project Contributors who are listed in the OASIS system as having agreed to the CLA. The Project shall maintain a record of all Contributors who have made contributions to a Project.

## 5. Project Governing Board and Project Sponsors

**[5.1](#1664s55)** Overall guidance for the Project is provided by its ***Project Governing Board*** (or ***PGB***). The PGB is composed of one voting member from each Project Sponsor and at least one one voting at-large expert representatives 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](#3q5sasy)** PGB members must: :

* (a) have signed and submitted an entity CLA [as an entity](#sqyw64) or, in the case of an unaffiliated individual, an individual CLA; 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](#25b2l0r)** ***Project Approval Minimum Membership***, where it explicitly is required for the PGB's approval of an action under these rules, means at least two Project Sponsors.

**[5.4](#kgcv8k)** The PGB shall:

* (a) select one or two Chairs and may replace and remove *Chairs* as provided in [Section 6](#nmf14n)
* (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)](#nmf14n)
* (e) approve any Draft Project Specifications, *Project Specifications*, *Candidate OASIS Standards* or external submissions from the Project, as provided in [Sections 11](#111kx3o) and [12](#3l18frh)

Decisions by the PGB shall be made in a manner consistent with the requirements of [Section 9](#46r0co2).

**[5.5](#34g0dwd)** Status as a PGB member who represents an organization accrues to the organizational Project Sponsor, and is transferable by that Project Sponsor from person to person, as evidenced by a notice in writing from its Primary Representative to the OASIS Open Project Administrator. A Project Sponsor may resign from PGB membership at any time by notifying the Open Project Administrator and the PGB Chair(s) in writing.

## Technical Steering Committees

The PGB shall form a ***Technical Steering Committee***(or ***TSC***) by a resolution of the PGB. A Project's TSC members shall be composed of the persons, selected in the manner, and chaired by such person as is provided by that resolution. The PGB must create and publish process documentation, outlining the requirements for joining and voting in the project's TSC. The TSC shall have the duties to advise the PGB and such others as are specified by the PGB, so long as consistent with these Rules and OASIS policies. The following activities may not be delegated by the PGB, although it may consult with the TSC regarding them at the PGB's option: election or termination of PGB Chairs, approval of any *[Releases](https://www.oasis-open.org/policies-guidelines/oasis-defined-terms-2018-05-22%22%20%5Cl%20%22dRelease)*, *[Group Releases](https://www.oasis-open.org/policies-guidelines/open-projects-process-2018-05-22%22%20%5Cl%20%22releases-and-group-releases-applicable-licenses)*, *[Project Specification Drafts](https://www.oasis-open.org/policies-guidelines/open-projects-process-2018-05-22%22%20%5Cl%20%22project-specifications-drafts)*, *[Project Specifications](https://www.oasis-open.org/policies-guidelines/open-projects-process-2018-05-22%22%20%5Cl%20%22project-specifications-approval-criteria)*, and approval of *[Candidate OASIS Standards](https://www.oasis-open.org/policies-guidelines/oasis-defined-terms-2018-05-22%22%20%5Cl%20%22dCOS)* or external submissions. TSC members must have agreed to the Contributor License Agreement (CLA) as recorded by OASIS . A list of TSC members shall be maintained and posted at the general information web page designated by OASIS for the Project. An individual may resign from TSC membership at any time, by notifying the Open Project Administrator and the Chair(s) in writing.

## [Project Chairs and Maintainers](#nmf14n)

**[7.1](#nmf14n)** The PGB shall select one or two of its members as ***Chairs*** by a ***Full Majority Vote***, to coordinate and manage Project decision-making and logistics. The PGB may remove a Chair at any time by a Full Majority Vote. The Chair(s) of the Project shall:

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

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

**[7.2](#nmf14n)** The PGB shall ensure that there are one or more ***Maintainers*** to serve as the principal editor(s) of the Project's technical work managed within its Project Repositories. Maintainers shall exercise editorial responsibility over the contents of the Project's repositories, including by:

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

Maintainers should act to carry out the technical consensus of the TSC, Contributors, and PGB, and may be removed by the PGB at any time, after notice to the Maintainer and the TSC, for failure to perform their functions as determined by the PGB. No contributed information or pull requests may be deleted from any Project Repository, due to the open nature of the Applicable Licenses and the Archival Permanence rules in [Section 8.2](#44sinio). The appointment of a Maintainer survives the closure of the PGB, and thereafter the remaining Maintainer(s) or the Open Projects Administrator may appoint additional or replacement Maintainers.

## [Repositories and Project Tools](#37m2jsg)

**[8.1](#1jlao46)** OASIS will create and support official repositories for each Project (***Project Repositories***) using tools, selected and configured by staff that are clearly marked as a distinct resource. OASIS will initialize each Project Repository as a distinct open source project, including issue tracking, comment facilities, and such other facilities as are normally available by default.

**[8.2](#43ky6rz)** The Project's official ***Project Tools*** include the Project's Repositories and these additional tools: A principal web page for each Project, which may be the home resource page of the Project's first Project Repository, and optionally, one or more mailing lists for administration of the Project. Subscription to such lists, which shall be subject to the [*OASIS Mailing List Guidelines*](https://www.oasis-open.org/policies-guidelines/mailing-lists), shall be open to anyone.

## [9. Visibility and Archival Permanence](#1mrcu09)

**[9.1](#2iq8gzs)** *Visibility*. Contributions, comments, decisions, records of decisions and all other resources of the Project, including web pages, documents, mailing lists and any other records of discussions, must be located only on the Project Tools designated or authorized by OASIS. Projects may not conduct official business or technical discussions, store documents, or host web pages on servers or systems not designated by OASIS. All Project Tools shall be publicly visible, and all threaded and mail list discussions shall be publicly archived.

**[9.2](#xvir7l)** *Archival Permanence*. OASIS warrants that it will not inhibit open and free access to all of the material contributed to each Project Repository, as open and freely available resources. This warranty is perpetual and will not be revoked by OASIS or its successors or assigns; however, neither OASIS nor its assigns shall be obligated to:

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

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

**[9.3](#3hv69ve)** *Repository Lifecycle*. Once a Project Repository has been created, it will remain open as a resource for public use and reference, and continuing repository contributions or comments, regardless of closure of the Project, under the Archival Permanence rule above, with such remaining Maintainers as may have been appointed.

**[9.4](#1x0gk37)** *Announcements*. The Open Project Administrator shall create a publicly archived, subscribable list for announcements and public notices from OASIS regarding Open Projects. Every important change in Project status shall be posted to that list, including Project formation; opening of a new Project Repository; Releases; Group Releases; Draft Project Specifications; Project Specifications; Candidate OASIS Standards; and proposed external submissions.

## [10. Project Governance: Decisions and Meetings](#46r0co2)

**[10.1](#4h042r0)**   Decisions by the *PGB* regarding the matters allocated to them by these rules normally should be made after reasonable notice to and consultation with the Project's Contributors, and should be made by consensus except in cases where a specific majority vote is required by these rules. The *Chair*(s) of the Project are responsible for conducting and administrating the decision processes of the PGB and the Project, consistent with these rules.

**[10.2](#2w5ecyt)**   ***Meetings*** of the PGB and TSC must be properly called by the Chair(s) and scheduled in advance using the OASIS collaborative communication Project Tools. Meetings may be conducted face-to-face or via telephone conference or other electronic media that allow participation of all PGB members. In order to enable the openness of proceedings, meetings also should be scheduled and conducted to permit the presence of as many Contributors as is logistically feasible. A note of each meeting's outcomes must be posted to a publicly accessible location provided by OASIS. Meetings or decisions scheduled or conducted so as to exclude the participation of any PGB member or Contributor are subject to appeal to the *Open Project Administrator*.

**[10.3](#1baon6m)**   Electronic ballots of the PGB, when required by these rules, must be conducted on facilities provided or approved by OASIS, and must remain open for a minimum period for seven days. The Chair(s) may specify a longer voting period for a particular electronic ballot. Eligible voters may change their vote up until the end of the voting period.

## [11. Progression of Project Work](#2lwamvv)

**[11.1](#3vac5uf)** In addition to making available the contributions provided by Contributors, via their Project Repositories, Projects may designate specific portions of their output as official *Releases*, Group Releases, Project Specification Drafts or *Project Specifications*, and nominate them for further advancement, on the terms set forth in [Sections 10](#2lwamvv), [11](#111kx3o), [12](#3l18frh) and [13](#206ipza).

**[11.2](#3vac5uf)** Where the PGB or a consensus among the Contributors indicates that a specific set of contributions should be formally considered as a Release, Group Release, Draft Project Specification or Project Specification, then in preparation for that consideration, the Maintainers shall arrange the relevant material in the relevant Project Repository or repositories so that the set can be accessed and referenced as a distinct branch (a Designated Branch).

## [12. Releases and Group Releases](#111kx3o)

**[12.1](#2afmg28)** *Releases*. The PGB may act to approve a Designated Branch as an official ***Release*** of the Project, after giving written notice to all Contributorsvia the Project Tools at least fourteen days prior to taking that action (by initiating a PGB vote or consensus call). Such approval decisions are subject to the process, notice and transparency provisions of these rules. Any product of the Project that is composed from contributions to the Project Repositories, of any nature, is eligible for approval as a Release of the Project.

**[12.2](#pkwqa1)** *Group Releases*. When desirable to aggregate outputs, the PGB may act to approve any set of the Project's Releases or subsets of Releases as an official ***Group Release*** of the Project, after giving written notice to all Contributorsvia the Project Tools at least fourteen days prior to taking that action (by initiating a PGB vote or consensus call). Such approval decisions are subject to the process, notice and transparency provisions of these rules. Group Releases may include multiple Releases that bear different Applicable Licenses. Aggregate contributions by Maintainers or others which are prepared as potential Project Specifications should instead be approved as Project Specification Drafts, as provided below.

**[12.3](#39kk8xu)** *Licensing*. Releases and Group Releases bear only the license rights and covenants provided for each of the contributions included there, as evidenced by the relevant repositories' Applicable License(s) and the CLAs.

## [13. Project Specifications](#3l18frh)

**[13.1](#1opuj5n)** In order to progress a Release or Group Release by the Project as a ***Project Specification Draft*** (or ***PSD***) or a ***Project Specification*** (or ***PS***), the PGB and the contents of the release(s) must satisfy the additional criteria of [this Section](#3l18frh).

**[13.2](#48pi1tg)** In order to be advanced through the approval process, a proposed Project Specification must conform to the Project Specification template provided by the *Open Project Administrator*, which includes methods for indicating the relevant Designated Branches and Applicable Licenses. Proposed Project Specification Drafts also should conform to that template, to the extent possible.

**[13.3](#2nusc19)** *Project Specification Drafts*. A PGB having at least Project Approval Minimum Membership may act to approve any set of contributions to the Project, including from its Releases or Group Releases, as an official Project Specification Draft, after giving written notice to all Contributorsvia the Project Tools at least fourteen days prior to taking that action (by initiating a PGB vote or consensus call). Such approval decisions are subject to the process, notice and transparency provisions of these rules.

**[13.4](#1302m92)** *Project Specifications*. A PGB having at least Project Approval Minimum Membership may act to approve any Project Specification Draft as a Project Specification, by satisfying each of the following requirements:

* (a) Written notice of that nomination must be given by the PGB to all those involved with the Project and the Open Project Administrator at least fourteen days prior to initiating a ballot. The ballot must be conducted by a [***Special Majority Vote***](https://www.oasis-open.org/policies-guidelines/oasis-defined-terms-2018-05-22#dSpecialMajority) of the PGB. The approval decision is subject to the process, notice and transparency rules set forth in these rules and the content requirements noted below.
* (b) Any machine-executable instructions in a specific computer language (code) that are included in the Project Specification must be composed only of one or more Releases or Group Releases bearing Implementer-Class Licenses.
* (c) Any guidance, descriptions, processes, models for the behavior of a system or service, or other content that is not machine-executable, and is included in the Project Specification, must be composed only of contributions (which may include Releases or Group Releases) previously made to a Project Repository.
* (d) The proposed Project Specification will be subject to review and confirmation of conformance by the Open Project Administrator before the approval ballot is opened.

**[13.5](#147n2zr)** Upon successful conclusion of the Special Majority Vote, the Open Project Administrator must give public written notice thereof, which constitutes approval, and thereafter will publish the Project Specification to the OASIS Library.

**[13.6](#3mzq4wv)** *Licensing*. Project Specifications bear the license rights and covenants provided for each contribution included there, as evidenced by the relevant repositories' Applicable License(s) and the CLAs, as well as the Specification Non-Assertion Covenant. Project Specifications may bear more than one Applicable License, when composed from Releases or Group Releases from multiple Project Repositories that have different Applicable Licenses.

**[13.7](#2250f4o)** Implementations of all kinds are welcome (partial or complete; prototype, proof-of-concept, example, model, or reference implementations), provided that PGBs may not designate any single implementation of a Project Specification as exclusive or privileged.

## [14. OASIS Standard Approval and External Submissions](#206ipza)

Project Specifications are eligible for and may be submitted for approval as *OASIS Standards*, under the following conditions:

* (a) After three *Statements of Use* referencing the PS have been presented to the *PGB*, a PGB having at least Project Approval Minimum Membership may approve the PS as a *Candidate OASIS Standard* in the same manner, and subject to the same requirements, as apply to *Committee Specifications* as provided in *Section 2.8 Approval of an OASIS Standard* of the *OASIS TC Process*. Procedural requirements applicable to *TCs* in that rule apply to the PGB for this purpose, including the *Special Majority Vote* required to nominate a Project Specification for OASIS Standard. However, a Candidate OASIS Standard submitted by an Open Project shall be subject to the distinct licensing terms in these rules, and not the licensing terms in the [*OASIS IPR Policy*](https://www.oasis-open.org/policies-guidelines/ipr#licensing_req) for TCs.
* (b) Upon a successful conclusion of that PGB vote and all other requirements, the *OASIS TC Administrator* shall proceed with public review and a call for consent as provided in *Sections 2.8.2* and *2.8.3* of the OASIS TC Process. An OASIS Standard submitted by an Open Project and approved as provided above is eligible for further external submissions as provided in and subject to the requirements in the [*OASIS Liaison Policy*](https://www.oasis-open.org/policies-guidelines/liaison). The PGB must have at least Project Approval Minimum Membership at the time of any such action or approval; the other procedural requirements applicable to TCs in that policy apply to the PGB for this purpose.

## [15. Repository and Specification Licenses](#4k668n3)

**[15.1](#haapch)** *Applicable Licenses*. Each Project Repository will be subject to a declared ***Applicable License***, selected from the list of licenses in this section. The Applicable License for a repository will apply to all contributions donated to the repository by posting it or requesting its inclusion in that repository, and to all Releases issued from that repository. Project Contributors may contribute to a Project Repository on the terms of the Applicable License for that repository. Anyone may offer comments to any Project Repository, on the terms of the Applicable License, as evidenced in the manner noted below. Anyone will be entitled to make use of the contents of a Project Repository, according to the terms of its Applicable License.

**[15.2](#319y80a)** When requesting the creation of a Project Repository, the PGB must select that repository's Applicable License from among the following list:

* (a) Implementer-Class Licenses: [Apache License v2.0](https://www.apache.org/licenses/LICENSE-2.0); [Eclipse Public License v1.0](https://www.eclipse.org/legal/epl-v10.html); [Eclipse Public License 2.0](https://www.eclipse.org/legal/epl-2.0/); [BSD-3-Clause License](https://opensource.org/licenses/BSD-3-Clause); [CC-BY 2.0](https://creativecommons.org/licenses/by/2.0/legalcode); [CC-BY 4.0](https://creativecommons.org/licenses/by/4.0/legalcode); [MIT License](https://opensource.org/licenses/MIT).
* (b) Other available licenses: None.

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

**[15.3](#1gf8i83)** *Special Covenant for Project Specifications*. In addition to the Applicable License for each Project Repository, each Contributor also agrees in the CLA to provide the additional covenants in this [Section 15.3](#1hmsyys), as non-assertion covenants in favor of certain Project Specifications (collectively the ***Specification NonAssertion Covenant***):

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

**PGB Covenant for Specifications.** For any Project Repository whose Applicable License is an Implementer-Class License, if you (or your representative) are a member of that Open Project's Governing Board, you irrevocably covenant that you will not assert any patent claims licensable by you that are necessarily infringed by an implementation of a Project Specification approved by that Open Project, and any Maintenance Deliverable approved for it, against OASIS or any other parties who the Applicable License benefits, for making, having made, using, marketing, importing, offering to sell, selling, and otherwise distributing works that Implement or Derive From that Project Specification and are compliant with all normative portions thereof. If you withdraw from the PGB, then this obligation continues to apply, but only with respect to those Project Specification Drafts approved more than 7 calendar days prior to your withdrawal, and to any Maintenance Deliverables approved for those specifications thereafter.

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

* (a) specifications to the extent derived from code
* (b) independent code implementations of a specification
* (c) independent code implementations of a specification to the extent the specification is derived from code.

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

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

## [16. Trademarks](#2zbgiuw)

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

1. owned by OASIS; or
2. licensed by the owner of the mark to OASIS (i) under a perpetual, irrevocable, non-exclusive, royalty-free, worldwide license, with the rights to directly and indirectly sublicense, to copy, publish, distribute and incorporate the mark, and to prepare derivative works that use or incorporate the mark, all for the purposes of publishing, developing, maintaining and promoting any of the Project’s Contributions, Releases, Group Releases, Project Specifications or OASIS Standards, and enabling the use, re-use and implementation of any of the foregoing by coders, implementers, and end-users as sublicensees or beneficiaries; (ii) on published written license terms satisfactory to the Open Project Administrator, and (iii) on license terms that the Open Project Administration is satisfied are consistent with the Applicable License designated for the repositories in or with which such marks are used; or
3. otherwise as approved by the OASIS Board of Directors.

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

## [17. CLAs and License Notices](#1egqt2p)

**[17.1](#40ew0vw)** A ***Contributor License Agreement*** (or **CLA**) shall bind each donor of a repository contribution, issue or comment of any kind to the repository's Applicable License. All Contributions to Project Repositories shall be subject to an Individual CLA, in the form of [Appendix A-1](#2dlolyb) to these rules, by which all persons making those Contributions are bound. Where Contributions are made by or on behalf of an organization, that organization may provide an Entity CLA, in the form of [Appendix A-2](#sqyw64) to these rules. Project Sponsors must provide an Entity CLA, and the persons appointed by them as PGB members must provide an Individual CLA in order to serve. Members of OASIS who provide an Entity CLA must provide the signature (or assent) of their OASIS *Primary Representative*. Individuals may also be required by the Individual CLA to obtain an Entity CLA for the organization they represent.

**[17.2](#2fk6b3p)** While some nominal write-access privileges (such as adding issues and comments) may be granted automatically to the public by the Project Tools, only persons who have signed the CLA will be permitted to submit content other than comments or suggestions for [***Non-Material Changes***](https://www.oasis-open.org/policies-guidelines/oasis-defined-terms-2018-05-22#dNonmaterialChange).

**[17.3](#upglbi)**. Each person making a Project Repository contribution must be bound to the terms of the CLA, by obtaining their signature (which may be an equivalent electronic assent) in a manner appropriate to the tools employed to implement that repository; and those signatures shall be recorded and maintained in an auditable manner.

**[17.4](#3ep43zb)**. Notices of the Applicable License applicable to each Project Repository shall be conspicuously visible both from each repository's contribution channels (for potential submitters of material) and its home resource pages (for potential readers and users).

**[17.5](#1tuee74)** Each Repository and its contribution facility shall be conspicuously marked with the following ***Call for Patent Disclosure***:

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

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

## [18. Appeals and Application of Rules](#3ygebqi)

The appeals process provided in *Section 3.2* of the OASIS TC Process also shall apply to the actions of the *OASIS Open Project Administrator*, which may be appealed as provided therein.

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

## [Appendix A-1: Individual CLA](#2dlolyb)

## OASIS Open Projects: Individual Contributor License Agreement (CLA)

[This is a verbatim display exhibit of the Web form, supplemented by several hyperlinks]

In order to contribute intellectual property into an [OASIS Open Project](https://www.oasis-open.org/resources/projects/), you must agree to be bound by the terms of this Agreement [("CLA")](#1egqt2p), so that it is clear what terms apply to your intellectual property contributions. This is a license by you as an individual, for your protection as a contributor as well as for the protection of OASIS Open and all who use the donated material. You are required to agree to this CLA before you contribute to any repository maintained by an OASIS Open Project. You can do so by completing the online form below.

**Contributor information**

Your personal name: \*
Your email address: \*
Your GitHub Username: \*
Your physical mailing address, including country: \*

**Employer or affiliation information, if relevant**

For a corporation, organization or other entity that has assigned employees or contractors to contribute to an OASIS Open Project, an [Entity CLA](#sqyw64) also should be used for contributing any intellectual property owned by that entity. Signing of an Entity CLA does not remove the need for every developer or contributor to sign their own CLA as an individual, to cover any contributions not owned by the entity signing the Entity CLA.

Please provide your employer's or organization's name, if you are contributing material as part of your employment or engagement with them:

Employer or organization's primary representative email address:

**Agreement to License**

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You additionally agree to the terms of the [**Specification Non**](#1gf8i83)**[-](#1gf8i83)**[**Assertion Covenant**](#1gf8i83) set forth in the Open Project Rules, with respect to any claims licensable by you that are described in that covenant, on the terms and conditions set forth there, which apply in some cases to all contributors and in other cases only to Project Governing Board members. That covenant may be withdrawn or terminated by you as provided by those terms.

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OASIS also calls your attention to the requests in the [Call for Patent Disclosure](#1tuee74) contained in the Open Project Rules.

You agree to promptly notify OASIS by email to open-projects-cla@oasis-open.org if you become aware of any facts, changes or circumstances that would make your commitments and statements in this Entity CLA inaccurate in any way, or if you wish to withdraw from this CLA.

**Processing this CLA**

You may submit this CLA request by clicking the "Accept" button below. You should then receive an email message from open-projects-cla@oasis-open.org with the subject line "OASIS Open Projects: CLA Confirmation". Please reply to that email message to confirm that the information submitted in the CLA form is correct and that you submitted the request. Approval of the CLA requires that you reply to the email message from open-projects-cla@oasis-open.org. Questions may also be submitted directly to OASIS Open Project Administration Staff at any time: send general questions to open-projects-admin@oasis-open.org and CLA-related questions to open-projects-cla@oasis-open.org.

## [Appendix A-2: Entity CLA](#sqyw64)

## OASIS Open Projects: Entity Contributor License Agreement (CLA)

[This is a verbatim display exhibit of the Web form, supplemented by several hyperlinks]

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**Entity information**

Organization's full legal name: \*
Name of organization's primary representative (person to be used for communications between OASIS and the organization regarding this Entity CLA): \*
Representative's email address: \*
Representative's physical mailing address, including country: \*

**Contributor information**

Initial list of name, email, and GitHub Username of the designated employees or representatives whose contributions are subject to this Entity CLA:

CONTRIBUTORS
Name: \*
Email: \*
GitHub Username: \*
[ ] Delete
[ ] Add another contributor

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You additionally agree to the terms of the [**Specification Non**](#1gf8i83)**[-](#1gf8i83)**[**Assertion Covenant**](#1gf8i83) set forth in the Open Project Rules, with respect to any claims licensable by you that are described in that covenant, on the terms set forth there, which apply in some cases to all contributors and in other cases only if your employee or other representative is a member of the Project Governing Board. That covenant may be withdrawn or terminated by you as provided by those terms.

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You represent that you have the all of the legal rights necessary to license each of your Contributions under the terms of the Applicable License and this Entity CLA. If any part of your Contribution incorporates the original work of another party, you also represent that you have received all necessary rights and permissions from them to make the Contribution under the terms of the Applicable License.

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**Processing this CLA**

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