

OASIS Policy on Intellectual Property Rights (OPI)

A non-lawyerly, non-binding interpretation by the IPR Sub-Committee of the UBL Group

GOALS OF THE OPI:

The most fundamental goal of the OPI is to enable OASIS to make good standards that are freely available to the public.

Some aspects of the policy govern inputs to the process, while other aspects of the policy govern its outputs.

These policies cover all phases of the OASIS standards process, beginning with the initial formation of a Technical Committee (TC) and including all contributions to such a committee and all work products produced by such a committee, without regard to whether the committee's work eventually leads to the production of an OASIS Standard.

NB: Joint Committees are governed by the same rules as TCs; therefore anything said about TCs covers also JCs.

DEFINITIONS:

Input:

Contributions include verbal, written, and electronic communications made prior to the formation of a TC, during any portion of an OASIS TC meeting or as part of any preliminaries concerning such a meeting, and any of the TC-related mailing lists and archives (whether electronic or paper-based).

Output:

This includes any and all work products produced by a TC or any of its subcommittees.

CONFIDENTIALITY:

Nothing relating to TCs, be it their input or their output, is confidential, nor can it be so.

This is especially relevant to contributions: contributions cannot be made under cloak of confidentiality, in the expectation that if the contribution is not accepted no one will be the wiser. A contribution made under a requirement of confidentiality cannot even be considered at any time during the OASIS process.

INPUT:

Submission of a contribution implicitly accepts the following terms on behalf of the submitter, co-submitter(s), their organization(s), and of the owners of any proprietary rights in the submission (in other words, if you're contributing something you'd better do due diligence and make sure you're covered in all these areas):

Copyright:

To the extent that a contribution is covered by a copyright, the submitter grants to OASIS (either explicitly or implicitly) an unlimited perpetual, non-exclusive, royalty-free, world-wide right and license under any copyrights in the contribution to do with that contribution whatever OASIS wishes (copy, distribute, publish, incorporate, etc.)

Rights:

- OASIS has the right not to do anything with it.
- Contributions cannot be made anonymously. All major contributors must be acknowledged, and OASIS has the right to reference or publicize their names and affiliations.
- The submitter states that, as far as it knows, it has the right to do the submission, with all that this implies.

Confidentiality:

The submitter agrees that there is nothing confidential in the submission and that OASIS can disclose anything relating to it at will.

By ratifying the submission, OASIS promises to allow open and free access to it, forever, no matter who the OASIS successors may be.

Patents:

The submitter states that he has disclosed any patents or IPR in the contributions as far as he knows or can know, although there may be some he is not aware of.

OUTPUT:

Copyright:

The copyright of all OASIS specifications will include:

- a notice whereby OASIS washes its hands regarding the validity of any patents claimed to apply to the specification, denies having made any effort to identify such, and asserts that copies of claims made, or licenses granted or the results thereof, can be obtained from the OASIS Executive Director.
- a copyright declaration that grants copy, dissemination, and derivation rights (as long as the same copyright is included) in perpetuity.
- an invitation to all to bring to its attention any copyright, patent or patent applications, or any other proprietary right that may cover the specification.
- a notification, if appropriate, of the existence of IPR regarding the specification, if any.

Patents:

If the OASIS Board of Directors is made aware of any patent, or patent application, or proprietary rights with respect to a TC draft, it will not advance the draft without adding a note regarding those rights.

If advancement of a TC draft requires implementations (Note: all TC drafts now require such), only implementations that state that they have taken appropriate steps to comply with the above rights will be taken into account.

(Note: The above two paragraphs in effect preclude advancement of specifications that depend on non-licensable patents.)

The OASIS Board of Directors does not have to identify any claims, nor does it have to take a position regarding their validity.

If the OASIS Board of Directors is formally notified of such rights, it will try to obtain written assurance of RAND terms from the claimants, hopefully with the help of the TC impacted by this, and will maintain an online list of such claimed rights.

(Note: RAND means reasonable and non-discriminatory terms; Royalty Free licenses are both reasonable and non-discriminatory, so they are also covered.)

