

Background and Membership Agreement Package Instructions

Background

Joint Development Foundation Projects, LLC (“JDF”) is dedicated to helping standards, specification, source code, and related projects start quickly and operate efficiently. JDF supports long term standards, specification source code projects, data projects, or enable incubation projects before taking those projects to other standards development organizations. JDF helps groups establish projects quickly and with minimal legal expense by leveraging our existing legal agreements, choice of intellectual property policies, non-profit status, and corporate structure. If your project is a good fit, JDF Projects will set up a series for your Project, which will have its own independent governance, identity, membership, and scope of work.

More information about starting a project with the JDF and applicable policies can be found on our website at <https://jointdevelopment.org>.

Membership Agreement Package Instructions

The Membership Agreement Package includes the following documents:

- 1. Membership Agreement**
The Membership Agreement is the document that is executed by Members to join that Project.
- 2. Project Charter**
The Project Charter establishes the Project and includes the governance and legal terms for the Project and its Steering Committee.
- 3. Working Group Charters**
Each Project may complete one or more Working Group Charters, which establishes the governance, scope and intellectual property terms for each Working Group under the Project.
- 4. Project Sponsorship Agreement (if applicable)**
If the Project is establishing a fund to support its work, the Project Sponsorship Agreement establishes the fee schedule and other terms for participation in the Project Fund.

Instructions for Creating New Projects

Stakeholders who are coming together to form a new Project will collaborate with prospective initial members and the JDF project formation team (admin@jointdevelopment.org) to complete the necessary information and selections in the Membership Agreement, Working Group Charter(s) and Project Sponsorship Agreement to start a new series. The input areas are denoted in brackets, e.g. [Insert] or [Select]. Selection boxes that have not been selected (X) are not applicable to the Project Series. Once these documents are finalized, your Project is ready to onboard Members and get to work!

Instructions for Joining Established Projects

Review the complete Membership Agreement Package with your organizational stakeholders and identify the authorized signatory and other key contacts who will represent the organization's participation in the Project. Once ready, follow the instructions on the Project's website to execute the agreements. Each Project Member will execute the same Agreements; as such, redlines are not accepted on these documents. Questions can be directed to the formation team, the Project Chairperson, or the Project's membership operations team.

Membership Agreement

This “Membership Agreement” establishes your membership with the Project identified below. This Project operates as a series of Joint Development Foundation Projects, LLC. Capitalized terms used but not defined herein have the meanings given to them in the Project Charter.

1. **Project Name:** [Insert Project name]
2. **Agreement Term:** This Membership Agreement shall become effective when this Membership Agreement is countersigned by the Project, and shall continue until a Member’s withdrawal or termination as provided in the Project Charter.
3. **Order of Precedence:** In the event of a conflict or inconsistency, the documents shall control in the following order of precedence (from highest to lowest): this Membership Agreement, the Project Charter, the Working Group Charter, and any policies or procedures adopted by the Steering Committee in accordance with Section 4.7 of the Project Charter.

By executing this Membership Agreement, the undersigned Member agrees to be bound by this Membership Agreement, the Project Charter, the terms of the Working Group Charter(s) for any Working Group(s) it Joins, and any other applicable policies and procedures adopted and/or amended by the Steering Committee from time to time in accordance with Section 6.7 of the Project Charter.

Membership Level: _____
[Steering Member, General Member, Contributor Member]

By the Project

Signature:	
Print Name:	
Title:	<i>Chairperson of Steering Committee</i>
Company Name:	<i>[Insert Project Name]</i>
Email:	
Address:	<i>[Insert default LF address]</i>
Date:	

By the Member

Signature:	
Print Name:	
Title:	
Company Name:	
Email:	
Address:	
Date:	

Project Charter

This “Project Charter” establishes the terms under which this Project, which is established by and subject to the Series Agreement, will operate as a subsidiary/series of Joint Development Foundation Projects, LLC. JDF’s role in the Project is, unless otherwise requested by the Project and agreed to by JDF, limited to confirming that Projects conduct their activities in accordance with JDF’s corporate purpose and policies, such as its non-profit status and regulatory guidelines. Projects are otherwise independent. JDF may help provide the Project with fee-based support programs at the election of the Steering Committee.

1. Project Name:

- 1.1. **Project Name:** [Insert name the Project will use publicly].
- 1.2. **Formal Name:** Joint Development Foundation Projects, LLC, **[Insert Name]** Series.

2. Project Description: [Insert Project Description].

3. Project Initiation: Once established, the Project will become effective upon execution of a Membership Agreement for this Project by 2 Steering Committee members. New parties may join the Project upon Approval of the Steering Committee.

4. Project Sponsorship: [Check one box]

- No Sponsorship Fees.**
There are no sponsorship fees associated with the Project, subject to change during subsequent terms upon at least 90 days’ notice prior to expiration of the then current term.
- Financial Support of the Project.**
Project sponsorship at the Steering Member and General Member levels requires 1) a separate Linux Foundation membership, and 2) execution and compliance with the Project Sponsorship Agreement between the Member and The Linux Foundation attached hereto. Sponsorship fees are subject to change during subsequent terms upon at least 90 days’ notice prior to expiration of the then current term.
- Alternative or Additional Funding.**
[Insert alternative or additional funding method].

5. Membership Levels.

- 5.1. **Steering Member.**
Steering Members may participate in each Working Group and, unless waived per the Membership Agreement, the Steering Committee.
- 5.2. **General Member.**
General Members may participate in each Working Group, but do not participate on the Steering Committee.
- 5.3. **Contributor Member.**
Contributor Members may participate in Working Group(s) designated by the Steering Committee, but do not participate on the Steering Committee and are not eligible to participate in decisions that require a Supermajority Vote.

6. Organization.

6.1. Steering Committee.

The Steering Committee is the body that is responsible for governing the Project, including approving Final Deliverables.

6.2. Chairperson.

The Project will have a Chairperson whose responsibilities include (a) acting as the Series Manager as set forth in the Series Agreement and, (b) leading the Steering Committee, organizing meetings, organizing voting, identifying new Working Groups, managing finance, tracking Working Group progress, ensuring Working Group meet their goals, and any other activities Approved by the Steering Committee. The Chairperson may delegate responsibilities to another party. The Steering Committee may Approve a new Chairperson.

6.3. Steering Committee Composition. [Check one box]

Designated by Steering Member.

Each Steering Member will designate a Steering Committee participant.

Designated by Steering Committee Consensus.

Steering Members waive their option to designate a Steering Committee participant. The Steering Committee will nominate, accept, and remove Steering Committee participants from the following membership classes, subject to each participant's agreement to serve on the Steering Committee: **[Check all that apply]**

Steering Member

General Member

Contributor Member

6.4. Consensus/Voting/Approval.

The Steering Committee will endeavor to make all decisions by Consensus. Where the Steering Committee cannot reach Consensus with respect to a particular decision, the Steering Committee will make that decision by a Supermajority Vote.

6.5. Appeals.

Steering Members may appeal procedural errors only, including lack of due process. The appeal must be submitted in writing to the Chairperson not more than 30 days after the alleged procedural error. The Chairperson shall resolve the appeal in an impartial manner. The appeal should be resolved within 90 days after it is raised, unless the Chairperson determines that additional time is needed.

6.6. Notifications and Electronic Voting.

The Chairperson is responsible for issuing all notifications of meetings and votes of the Steering Committee subject to the following minimum criteria: (i) in-person meetings require at least 30 days prior written notice; (ii) teleconference meetings require at least 7 days prior written notice (this requirement only applies to the notification of the first meeting of automatically recurring teleconference meetings), (iii) electronic votes require no advance notice but must be made pursuant to a clear and unambiguous ballot with only "yes" and "no"

options, and the voting must remain open for no less than 7 days. These notification requirements with respect to the Steering Committee may be overridden upon unanimous consent of the Active Voting Members.

6.7. Policies and Procedures.

The Steering Committee may Approve policies and procedures that will bind all members, subject to the terms of the Membership Agreement, this Project Charter, and the Working Group Charter.

7. Openness

Any party with a direct and material interest may participate in the Project, subject to executing the relevant documents.

8. Due Process

The Project adheres to consensus-based due process, including openness, balance, adequate notice and review periods, and fair and impartial consideration of views and objections.

9. Working Groups.

The Project may have multiple Working Groups, and each Working Group will operate as set forth in its Working Group Charter. Changes to a Working Group Charter must be approved by the Steering Committee.

10. Conditions for Contributions.

A Steering Member, General Member, or Contributor Member may not make any Contribution unless that Member is the exclusive copyright owner of the Contribution or has sufficient copyright rights from the copyright owners to make the Contribution under the terms of this Project Charter and applicable Working Group Charter. The Member must disclose the identities of all known copyright owners in the Contribution.

11. Withdrawal and Termination.

11.1. Change in Membership Level.

Upon a Supermajority Vote of the Steering Committee (calculated without the vote of the party in question), a party's Steering Member membership may be changed to a General Member effective upon the expiration of that party's then-current term.

11.2. Member Withdrawal or Member Termination.

A Member may withdraw from a Working Group or the Project at any time by notifying the Chairperson in writing, and that withdrawal is effective upon receipt of the notice. Upon a Supermajority Vote of the Steering Committee (calculated without the vote of the party in question), a Member may be terminated from the Project or withdrawn from a Working Group.

11.3. Project Termination.

Upon a Supermajority Vote of the Steering Committee, the Project will cease and terminate as of the effective date designated in that vote. The Chairperson will coordinate with JDF to facilitate that termination, including termination of the related series.

11.4. Effect of Withdrawal or Termination.

Upon a Member's written withdrawal from a Working Group or upon the termination of its Project membership, all existing commitments and obligations with respect to the Project or

Working Group, as the case may be, up to the effective date of withdrawal or termination will remain in effect, but no new obligations will be incurred. Notwithstanding the foregoing, except for patent claims that are excluded in accordance with the Working Group Charter, the patent licensing commitments the Member committed to through its participation in any Working Group(s) shall continue to apply to any patent claims that would be subject to a patent licensing commitment for any portions of a Final Deliverable that were included in a Draft Deliverable prior to the effective date of withdrawal or termination,

11.5. Good Standing Requirement.

Members that have separately agreed to support the Project through the execution of a sponsorship agreement agree to abide by the Good Standing Policy (available at <https://jointdevelopment.org/policies/good-standing-policy>). JDF may suspend any Member that is not in good standing. A Member's obligations and commitments related to intellectual property rights and licensing shall continue in full force and effect during any period of suspension.

12. Representations, Warranties and Disclaimers.

Each Member represents and warrants that they are legally entitled to grant the rights and promises set forth in this agreement. IN ALL OTHER RESPECTS THE CONTRIBUTIONS ARE PROVIDED "AS IS." The entire risk as to implementing or otherwise using a Draft Deliverable or Final Deliverable is assumed by the implementer and user. Except as stated herein, each Member expressly disclaims any warranties (express, implied, or otherwise), including implied warranties of merchantability, non-infringement, fitness for a particular purpose, or title, related to the material. IN NO EVENT WILL ANY MEMBER BE LIABLE TO ANY OTHER PARTY FOR LOST PROFITS OR ANY FORM OF INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER FROM ANY CAUSES OF ACTION OF ANY KIND WITH RESPECT TO THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THE MEMBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

13. Use of Name or Marks.

13.1. Participant Name or Marks.

The Project may use any Member's name, logo, trademark or service mark to identify the party as a Project member, subject to any branding guidelines provided by the Member. All other uses are subject to that Member's express prior written authorization.

13.2. Project Identification.

JDF projects may identify themselves as a JDF Project. The Project must use its formal Project series name in all legal transactions.

13.3. Final Deliverable Identification.

Any Working Group use of a Project trademark, including for Final Deliverables, must be Approved by the Steering Committee.

13.4. Joint Development Foundation Listing.

JDF may publicly identify the Project, including its member list, as a JDF Project, unless the Chairperson otherwise notifies the JDF in writing.

13.5. Project Trademarks and License.

JDF will own all Project Trademarks as a condition to the project being hosted by JDF. The Project is licensed to use the Project Trademarks pursuant to the terms of the trademark license agreement executed by JDF and the Project.

14. Non-Confidential, Restricted Disclosure.

Information disclosed by a Member or Non-Member in connection with the Project and any Working Group activity, including but not limited to meetings, Contributions, and submissions, is not confidential, regardless of any markings or statements to the contrary. Notwithstanding the foregoing, for information that has not been made publicly available by the Project, Members may not make any public disclosures of that information without the Approval of the Steering Committee or Working Group, as applicable, authorizing that disclosure. The Steering Committee may Approve exceptions or additional confidentiality rules for specific materials.

15. Disclaimers for Distributions.

Any distributions of technical information to third parties must include a notice materially similar to the following: "THESE MATERIALS ARE PROVIDED "AS IS." The parties expressly disclaim any warranties (express, implied, or otherwise), including implied warranties of merchantability, non-infringement, fitness for a particular purpose, or title, related to the materials. The entire risk as to implementing or otherwise using the materials is assumed by the implementer and user. IN NO EVENT WILL THE PARTIES BE LIABLE TO ANY OTHER PARTY FOR LOST PROFITS OR ANY FORM OF INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER FROM ANY CAUSES OF ACTION OF ANY KIND WITH RESPECT TO THIS DELIVERABLE OR ITS GOVERNING AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE."

16. Antitrust.

The Project will operate according to the then-current JDF Antitrust Policy, available at <https://jointdevelopment.org/policies/antitrust-policy/>.

17. Export Regulations.

The Members acknowledge that export and/or re-export of technical data, computer software, prototypes, technology, software and other materials may be subject to export control laws and regulation. No party will directly or indirectly export across any national boundary, or communicate or transfer to any third party, any such items without first obtaining any and all licenses that may be required from the relevant government agency.

18. Code of Conduct.

The JDF Code of Conduct (available at <https://jointdevelopmentfoundation.org/policies/code-of-conduct>) shall apply. Exceptions may be approved in limited circumstances by the JDF Manager. To report an issue or concern under this Code of Conduct, unless the Project's policies and procedures provide different reporting procedures, contact the Project Chairperson or the JDF Manager.

19. New Versions of Agreement.

JDF may develop new versions of the Project Charter and Working Group Charter, which the Steering Committee may adopt to supersede the current Project Charter and Working Group Charter. The new documents will become effective 30 days from the date of Steering Committee Approval.

20. Order of Precedence.

In the event of a conflict or inconsistency, the documents shall control in the following order of precedence (from highest to lowest): this Membership Agreement, the Project Charter, the Working Group Charter, and any policies or procedures adopted by the Steering Committee in accordance with Section 4.7 of this Project Charter.

21. Choice of Law/Venue.

This Project Charter, and the rights of JDF, the series associated with the Project, and the Members, shall be construed pursuant to the laws of the State of Delaware (without regard to conflict of laws principles). The state and federal courts of Delaware, U.S.A. shall have jurisdiction and the parties waive any other jurisdiction.

22. Definitions.

Definitions are set forth below. Terms not defined in the Project Charter will have the definitions set forth in the applicable Working Group Charter.

- 22.1. **“Active Voting Member”** of the Steering Committee or Working Group, as the case may be, means Steering Members and General Members of such voting body that have attended/participated in at least 1 meeting, 1 electronic vote, or 1 Consensus-based decision making process or proposed a Contribution within the last 3 months, where each such Member (together with and including its Affiliates) will receive only 1 membership-based vote regardless of how many individuals from that Member participate in such voting body. To ensure the voting body is capable of making decisions, all Steering Members and General Members in such voting body shall be deemed Active Voting Members if there have been no meetings, no votes, and no Consensus-based decisions in the prior six months, or if the voting body is less than six months old.
- 22.2. **“Affiliate”** of a Member means an entity that directly or indirectly Controls, is Controlled by, or is under common Control of that Member.
- 22.3. **“Approval,” “Approve,” “Approved” or “Approving”** means, with respect to the Steering Committee, a decision made by the Steering Committee in accordance with Section 6.4 of this Project Charter.
- 22.4. **“Contributor Member”** means a party, and that party's Affiliates, that has executed this Project Charter at the Contributor Member level, unless that Contributor Member has withdrawn or been terminated from the Project, or has changed membership level.
- 22.5. **“Consensus”** means general agreement and the absence of sustained opposition, as determined by the Chairperson of the relevant decision-making body, and does not necessarily require unanimity.
- 22.6. **“Control” or “Controlled”** means direct or indirect control of more than 50% of the voting stock or decision-making authority.
- 22.7. **“JDF”** means Joint Development Foundation Projects, LLC.
- 22.8. **“General Member”** means a Member participating in the Project at the General Member level.
- 22.9. **“Join” or “Joined”** means that a party has entered into a Membership Agreement for this Project and that has agreed to be bound by the terms of a Working Group Charter by making a Contribution to the Working Group or adding its name to the Working Group's member list.
- 22.10. **“Member”** means a party that has executed the Membership Agreement for this Project, and that party's Affiliates; unless that Member has withdrawn or been terminated from the Project. **“Members”** include Steering Members, General Members, and Contributor Members.

- 22.11. **"Project"** means the name of the Project set forth in Section 1 that is established under this Project Charter as a JDF series.
- 22.12. **"Project Trademarks"** means the logo marks, word marks and other trademarks used by or relied upon by a Project.
- 22.13. **"Series Agreement"** means the agreement that establishes the Series under JDF that this Project operates under.
- 22.14. **"Steering Member"** means a Member participating in the Project either (a) at the Steering Member level or (b) who has a representative participating in the Steering Committee.
- 22.15. **"Supermajority Vote"** of the Steering Committee or Working Group, as the case may be, means an affirmative vote of no less than 75% of all Active Voting Members of such voting body.
- 22.16. **"Working Group"** means a working group established under this Project via a Working Group Charter to develop materials within the Scope. Each Working Group must have a Scope.
- 22.17. **"Working Group Participant"** means a Member who has joined a Working Group.

Working Group Charter

This Working Group Charter establishes the Scope and intellectual property terms used to develop the materials identified in this Working Group Charter for the Project. Only Members that have Joined the Working Group will be bound by the terms of this Charter and be permitted to participate in this Working Group. Capitalized terms used but not defined herein shall have the meanings given to them in the Project Charter.

1. **Working Group Name:** [Insert Working Group Name]

2. **Working Group Deliverables.** This Working Group will create:
[Check Specification, Source Code, and/or Dataset]

Specifications. There are two options for specification development.

- The “Community Specification” mode is designed specifically for a repository-based governance workflow that is familiar to open source developers while incorporating specification development due process and best practices.
- The “Traditional” mode uses a governance model that is based on approaches commonly used for standards and specification development. The Traditional mode includes a choice of copyright and patent licensing options the Project selects to meet its goals.

[For Specifications, check Community Specification Mode or Traditional Mode]

Community Specification Mode.

1. **Governance.**
The Working Group will operate in accordance with terms and policies of the Community Specification materials set forth at https://github.com/CommunitySpecification/Community_Specification/.
2. **Working Group Scope.**
As set forth in the Working Group repository’s Scope.md file.

Traditional Mode.

1. **Governance.**
Traditional Mode uses the governance rules as set forth in Appendix A.
2. **Working Group Scope.**
[Insert Working Group Scope, referring to the definition of Scope in Appendix A and describing the objectives for the Working Group’s Deliverables]

3. Copyright Licensing.

Each Working Group must specify the copyright mode under which it will operate prior to initiating any work on any Draft Deliverable or Final Deliverable other than source code or datasets. The copyright mode for this Working Group is: *[Check one box]*

- Copyright Grant to Project**, as set forth in Appendix B, Inbound Copyright Policy Option 1.
- Creative Commons Attribution 4.0**, as set forth in Appendix B, Inbound Copyright Policy Option 2.
- Open Web Foundation**. (Only for those Working Groups selecting the Open Web Foundation mode for patent licensing).

4. Patent Licensing.

Each Working Group must specify the patent mode under which it will operate prior to initiating any work on any Draft Deliverable or Final Deliverable other than source code or datasets. The patent mode for this Working Group is: *[Check one box]*

- RAND Royalty-Free Mode**, as set forth in Appendix B, Patent Policy Option 1.
- International Mode**, as set forth in Appendix B, Patent Policy Option 2.
- Open Web Foundation Agreement Mode**, as set forth in Appendix B, Patent Policy Option 3.
- Royalty-Free with W3C Licensing Requirement Mode**, as set forth in Appendix B, Patent Policy Option 4.
- No Patent License**. No patent licenses are granted for the Draft Deliverables or Final Deliverables developed by this Working Group.

5. Additional Restrictions on Which Patent Claims Are Eligible for Exclusion.

Only if RAND Royalty-Free Mode, Open Web Foundation Agreement Mode, or Royalty-Free with W3C Licensing Requirement Mode is selected for Patent Licensing in Section 6 above, please select one option from the below: *[Check one box]*

- No additional restrictions**, as described in Appendix B, Section B.3.2, paragraph (a).
- Right to Exclude Limited by Final Deliverables Approved Prior to Joining the Working Group**, as described in Appendix B, Section B.3.2, paragraph (b).
- Right to Exclude Limited by Exclusion Periods Prior to Joining the Working Group**, as described in Appendix B, Section B.3.2, paragraph (c).

Source Code. *[Check this box if the Working Group will deliver Source Code]*

Working Group Participants contributing source code to this Working Group agree that those source code contributions are subject to the Developer Certificate of Origin version 1.1, available at <http://developercertificate.org/>, the license indicated below, and any policies and governance rules included in the source code's repository. Source code may not be a required element of a Final Deliverable specification. *[Check one box]*

- Apache-2.0**, available at <http://www.apache.org/licenses/LICENSE-2.0.html>.
- MIT**, available at <https://opensource.org/license/MIT>.
- MPL-2.0**, available at <https://www.mozilla.org/en-US/MPL/2.0/>.
- Other**, _____.

Datasets. *[Check this box if the Working Group will deliver Datasets]*

Datasets are developed under the governance rules as set forth in Appendix A. Working Group Participants contributing data to a dataset to this Working Group agree that those data contributions are subject to the license indicated below. The dataset may not be a required element of a Final Deliverable specification. *[Check one box]*

- CDLA-Permissive-2.0**, available at <https://cdla.dev/permissive-2-0/>.
- CC0-1.0**, available at <https://creativecommons.org/publicdomain/zero/1.0/legalcode>.
- O-UDA-1.0**, available at <https://cdla.dev/open-use-of-data-agreement-v1-0/>.
- CDLA-Sharing-1.0**, available at <https://cdla.dev/sharing-1-0/>.
- C-UDA-1.0**, available at <https://cdla.dev/computational-use-of-data-agreement-v1-0/>.
- Other** _____.

3. Non-Member Feedback and Participation.

Upon the Approval of the Working Group Participants, the Working Group can allow feedback from and/or participation in the Working Group by parties who are not Members, subject to each such party executing the Non-Member Agreement set forth in [Appendix C](#).

By making a Contribution to this Working Group or adding its name to this Working Group's member list, the member agrees to the terms of this Working Group Charter.

Appendix A

Traditional Mode Governance

1. **Working Group Chairperson.**

Each Working Group will designate a Chairperson for that Working Group. A Working Group may select a new Chairperson upon Approval of the Working Group Participants.

2. **Working Group Requirements.**

Each Working Group must be comprised of at least 2 Working Group Participants. No Working Group Participant will be permitted to participate in a Working Group without first Joining the Working Group.

3. **Working Group Decision Making.**

3.1. **Consensus/Voting/Approval.**

The Working Group will endeavor to make all decisions by Consensus [unless otherwise specified in the Appendix A. Where the Working Group cannot reach Consensus with respect to a particular decision, the Working Group will make that decision by a Supermajority Vote of the Steering Members and General Members in the Working Group.

3.2. **Appeals.**

Working Group Participants may appeal procedural errors only, including lack of due process. The appeal must be submitted in writing to the Steering Committee not more than 30 days after the alleged procedural error. The Steering Committee shall resolve the appeal in an impartial manner. The appeal should be resolved within 90 days after it is raised, unless the Steering Committee determines that additional time is needed.

3.3. **Notifications and Electronic Voting.**

The Working Group Chairperson is responsible for issuing all notifications of meetings and votes of the Working Group subject to the following minimum criteria: (i) in-person meetings require at least 30 days prior written notice, (ii) teleconference meetings require at least 7 days prior written notice (this requirement only applies to the notification of the first meeting of automatically recurring teleconference meetings), (iii) electronic votes require no advance notice but must be made pursuant to a clear and unambiguous ballot with only “yes” and “no” options, and the voting must remain open for no less than 7 days. These notification requirements with respect to the Project may be overridden upon unanimous consent of all Steering Members and General Members that have attended and participated in at least 50% of the last 4 meetings of the Working Group.

4. **Deliverable Development Process.**

4.1. **Draft Deliverable.**

Upon the Working Group Approving a document as a Draft Deliverable, the Draft Deliverable becomes the basis for all going forward work on that deliverable.

4.2. **Working Group Approval.**

Once a Working Group believes it has achieved the objectives for a Draft Deliverable as described in the Scope, the Working Group Chairperson or their designee will present that Draft Deliverable to the

Working Group for Approval. Upon Approval by the Working Group, that Draft Deliverable will be designated a “Working Group Approved Deliverable” as of the date of such Approval.

4.3. **Final Approval.**

No sooner than 30 days after a Draft Deliverable has been designated as a Working Group Approved Deliverable, the Project Chairperson or their designee will present that Working Group Approved Draft Deliverable to the Steering Committee for Approval. Upon Approval by the Steering Committee, that Draft Deliverable will be designated a Final Deliverable as of the date of such Steering Committee Approval.

4.4. **Publication and Submission.**

Upon the designation of a Draft Deliverable as a Final Deliverable, the Project Chairperson will publish the Final Deliverable in a manner agreed upon by the Working Group Participants (*i.e.*, Project Participant-only location, publicly available location, Project maintained website, Project member website, etc.). The publication of a Final Deliverable in a publicly accessible manner must include the terms under which the Final Deliverable and/or source code is being made available under as set forth in the applicable Working Group Charter, including the disclaimers in Section 15 of the Project Charter.

4.5. **Submissions to Other Standards Bodies.**

No Draft Deliverable or Final Deliverable may be submitted to another organization outside of this Project, including another project hosted by JDF, without Approval by the Steering Committee. Upon Approval by the Steering Committee, the Project Chairperson will coordinate the submission of the applicable Draft Deliverable or Final Deliverable to another standards development organization with JDF. Working Group Participants that developed that Draft Deliverable or Final Deliverable agree to grant the copyright rights necessary to make those submissions.

4.6. **Non-Substantive Changes.**

Upon Working Group Approval of Non-Substantive Changes, the Steering Committee may immediately Approve those Non-Substantive Changes. Any additional or different requirements of Sections 4.1 to Section 4.3 above do not apply to Non-Substantive Changes.

5. **Upstream Source Code Contributions.**

If a contribution from the Project to an open source project requires a change in the code’s outbound license, the relevant Working Group must first obtain Steering Committee approval for that license change.

6. **Definitions.**

Definitions are set forth below. Terms not defined in this Working Group Charter will have the definitions set forth in the Project Charter.

6.1. **“Approval”, “Approve”, “Approved”, or “Approving”** means, with respect to a Working Group, approval in accordance with the decision-making procedures described in Section 3 of this Appendix A.

6.2. **“Call for Exclusion”** means initiation of an Exclusion Period in accordance with paragraph 2 of the Patent Exclusion Rules set forth in Section B.3.2 of [Appendix B](#).

6.3. **“Contribution”** means any material, including any modifications or additions to an existing work, that the Member submits for inclusion in the Draft Deliverable or Final Deliverable, which is included in the Draft Deliverable or Final Deliverable. For the purposes of this definition, “submit” means any form of electronic, oral, or written communication for the purpose of discussing and improving the Draft Deliverable or Final Deliverable, but excluding communication that the Member conspicuously designates in writing as “not a Contribution” or, if offered as a proposed starting point for development, “not a Contribution unless incorporated into a Draft Deliverable.”

- 6.4. **“Deliverable”** means a Draft Deliverable or Final Deliverable.
- 6.5. **“Draft Deliverable”** means all versions of the material (except a Final Deliverable) Approved by a Working Group as a “Draft Deliverable” in accordance of Section 4.1 of this Appendix A for the purpose of creating, commenting on, revising, updating, modifying, or adding to any document that is to be considered for inclusion in the Final Deliverable.
- 6.6. **“Exclusion Notice”** means a written notice provided by a Working Group Participant of its intent to exclude Required Claims from its licensing commitments under the Working Group’s patent policy submitted in accordance with the Patent Exclusion Rules set forth above in Section B.3.2 of this Appendix B.
- 6.7. **“Exclusion Period”** means the period during which a Working Group Participant can submit an Exclusion Notice in response to a Call for Exclusion under paragraph 1 of the Patent Exclusion Rules set forth in Section B.3.2 of Appendix B.
- 6.8. **“Final Deliverable”** means the final version and contents of any Draft Deliverable approved as a Final Deliverable as set forth in Section 4.3 of this Appendix A.
- 6.9. **“Non-Substantive Changes”** means either (a) corrections of grammatical, spelling, or other typographical errors or formatting changes or (b) explanatory text or examples, in either case that do not affect technical implementation of a Deliverable.
- 6.10. **“Required Claim”** means a Necessary Claim, Essential Claim, or Granted Claim, as the case may be, depending on which patent policy mode the Working Group is operating under.
- 6.11. **“OWFa” and “Open Web Foundation Agreement”** mean the Open Web Foundation Agreement 0.9¹, unless a different version of such agreement is selected by the Project and approved by the Series Manager, in which case “OWFa” and “Open Web Foundation Agreement” shall mean such other approved version.
- 6.12. **“OWF CLA” and “Open Web Foundation Contributor License Agreement”** mean the Open Web Foundation Contributor License Agreement 0.9², unless a different version of such agreement is selected by the Steering Committee, in which case “OWF CLA” and “Open Web Foundation Contributor License Agreement” shall mean such other approved version.
- 6.13. **“Patent Exclusion Rules”** means the Patent Exclusion Rules set forth in Section B.3.2 of Appendix B.
- 6.14. **“Patent Family”** means a set of patents, patent applications, and their foreign counterparts and equivalents, that share a common priority application, including any divisionals, continuations, continuations-in-part, reissues, reexaminations, extensions, foreign counterparts, and equivalents.
- 6.15. **“Scope”** means a description of the deliverables that a given Working Group will develop as established by the Working Group in accordance with that Working Group’s Charter.
- 6.16. **“Working Group Approved Deliverable”** means a Draft Deliverable that has been Approved by the Working Group in accordance with Section 4.2 of this Appendix A.

¹ Available at <https://www.openwebfoundation.org/the-agreements/the-owf-0-9-agreements-necessary-claims/open-web-foundation-agreement-0-9>.

² Available at <https://www.openwebfoundation.org/the-agreements/the-owf-0-9-agreements-necessary-claims/cla-copyright-grant-0-9>.

Appendix B

Traditional Mode Intellectual Property Policy Options

This document sets for the various options that a Working Group may select via its Working Group Charter for Working Groups operating under the Traditional mode. Working Group Participants are only subject to the options selected for that particular Working Group as designated in the Working Group Charter, and no other rights are granted.

B.1 Copyright Policy Options

Copyright Policy Option 1: Copyright Grant to Project.

1. **Inbound Copyright License.**

Except as otherwise designated in the Working Group Charter for source code or datasets, each Working Group Participant grants to the Project a perpetual, worldwide, non-exclusive, no-charge, royalty-free, copyright license, without any obligation for accounting, to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute any Contribution made by the Working Group Participant to the full extent of the Working Group Participant's copyright interest in the Contribution.

2. **Ownership of Collective Works.**

By participating in a Working Group, the Working Group Participant agrees that all copyright created in the collective work belongs to the Project.

3. **Outbound Copyright License.**

Unless another license is designated by the Steering Committee, all Draft Deliverables and Final Deliverables Approved for public release shall be distributed under the Creative Commons Attribution-NoDerivatives 4.0 International license - <https://creativecommons.org/licenses/by-nd/4.0/legalcode.en>.

Copyright Policy Option 2: Creative Commons Attribution 4.0.

Except as otherwise designated in the Working Group Charter for source code or datasets, each Working Group Participant agrees that its Contributions are licensed under the Creative Commons Attribution 4.0 International license - <http://creativecommons.org/licenses/by/4.0/legalcode>.

Copyright Policy Option 3: Open Web Foundation Mode

Except as otherwise designated in the Working Group Charter for source code or datasets, each Working Group Participant agrees to the copyright provisions contained in the Open Web Foundation Agreement and Open Web Foundation Contributor License Agreement, as applicable, with respect to such Working Group Participant's Contributions and any Final Deliverables.

B.2 Terms Applicable to All Patent Policy Options

For all patent policy modes, the assurances provided in the selected patent mode are binding on the Working Group Participant and on the Working Group Participant's successors-in-interest for the life of the patents subject to such assurances. In addition, each Working Group Participant will include in any documents transferring ownership of patents subject to the assurance provisions sufficient to ensure that the commitments in the assurance are binding on the transferee, and that the transferee will similarly include appropriate provisions in the event of future transfers with the goal of binding each successor-in-interest.

B.3 Terms Applicable to RAND-RF Mode, OWF Mode, and Royalty-Free with W3C Licensing Requirement Mode Patent Policies

The terms, process, and requirements of this Section B.3 apply to Working Groups operating under the RAND-RF (Royalty-Free) Mode patent policy, the Open Web Foundation Mode patent policy, or the Royalty-Free with W3C Licensing Requirement Mode patent policy.

B.3.1 Licensing Persistence

If a Participant is required to license a Required Claim under the Working Group's Patent Policy for a Deliverable, that licensing commitment carries forward to subsequent Final Deliverables of such Deliverable of the same Working Group, including after rechartering(s) of such Working Group if: (1) the subsequent Final Deliverable uses the Required Claim in a substantially similar manner and to a substantially similar extent with a substantially similar result as the Required Claim was used in the Deliverable(s) on which the Participant made the licensing commitment; and (2) the subsequent Final Deliverable is within, or only a minor expansion of, the Scope of the Working Group's charter as it existed at the time of the licensing commitment.

B.3.2 Patent Exclusion Rules

1. Call for Exclusion.

The Working Group Chairperson may initiate an Exclusion Period for any version of a Draft Deliverable by providing a written Call for Exclusion to Working Group Participants that clearly (a) identifies which Draft Deliverable(s) and specific version(s) thereof (identified by date or version number) the Exclusion Period applies to, (b) provides a link to specific version that the Exclusion Period applies to, and (c) states the deadline for submitting Exclusion Notices against such Draft Deliverable(s), which deadline shall be not less than 60 days after such notice is given. Subject to the requirements below, during such Exclusion Period, a Working Group Participant may exclude Required Claims from its licensing commitments under the Working Group's patent policy by providing an Exclusion Notice to the Working Group Chairperson. To the extent there is any dispute about the dates for exclusion, the dates indicated in the Call for Exclusion are controlling. Except for an Exclusion Period commencing automatically under Section 2 below, the Working Group Chairperson must wait at least 6 months after commencement of the most recent Exclusion Period for a Draft Deliverable before initiating a subsequent Exclusion Period for that deliverable.

2. Exclusion Period Upon Designation as Working Group Approved.

Upon Approval of a Draft Deliverable as "Working Group Approved", an Exclusion Period of 30 days shall automatically commence. Subject to Sections 3 through 7 below, any time prior to or during such Exclusion Period, a Working Group Participant may exclude Required Claims from its licensing commitments under the Working Group's patent policy by providing an Exclusion Notice to the Working Group Chairperson.

3. **No Exclusion on Contributions.**

A Working Group Participant may not exclude patent claims that become Required Claims as a result of a Working Group Participant's own Contribution that has not been withdrawn by that Working Group Participant within 30 days of submitting that Contribution by providing notice to the Working Group Chairperson.
4. **Right to Exclude Limited to First Exclusion Opportunity.**

A Member may not exclude patent claims against a Deliverable that become Required Claims as a result of subject matter that was present or apparent (a) during any earlier Exclusion Period for such Deliverable that occurred (in whole or in part) while such Member was a Working Group Participant; or (b) in any Deliverable of such Working Group previously Approved as "Working Group Approved" while such Member was a Working Group Participant.
5. **Additional Restrictions on Which Patent Claims Are Eligible for Exclusion.**

Depending on which option is selected by the Working Group, either subparagraph (a), (b), or (c) below will apply.

 - a. **No Additional Restrictions.**

If this option is selected by the Working Group, no additional restrictions on which patent claims can be excluded by a Working Group Participant shall apply.
 - b. **Right to Exclude Limited by Final Deliverables Approved Prior to Joining the Working Group.**

If this option is selected by the Working Group, in addition to the restrictions set forth in Sections 3 and 4 above, a Working Group Participant may not exclude patent claims against a Deliverable that become Required Claims as a result of subject matter that was present or apparent in any Deliverable of such Working Group previously Approved as a "Final Deliverable" prior to such Member Joining the Working Group.
 - c. **Right to Exclude Limited by Exclusion Periods Prior to Joining the Working Group.**

If this option is selected by the Working Group, in addition to the restrictions set forth in Sections 3 and 4 above, a Working Group Participant may not exclude patent claims against a Deliverable that become Required Claims as a result of subject matter that was present or apparent: (i) during an earlier Exclusion Period for such Deliverable occurring (in whole or in part) prior to such Member Joining the Working Group, or (ii) in any Deliverable of such Working Group previously Approved as a "Final Deliverable" prior to such Member Joining the Working Group.
6. **Form for Exclusion Notices.**

To be valid and effective, an Exclusion Notice must be submitted using the Patent Claim Exclusion Notice Form attached hereto as [Appendix D](#) and include all required information described in the form's instructions. Incomplete Exclusion Notices are invalid.
7. **Exclusion Must Be in Good Faith.**

Exclusion Notices must be submitted in good faith, which includes the Working Group Participant performing due diligence to form a reasonable and good faith belief that the patent claims described in its Exclusion Notices qualify as Required Claims.
8. **Publication of Exclusion Notices.**

Upon receipt of an Exclusion Notice, the Working Group Chairperson will promptly disclose the Exclusion Notice to the Working Group Participants and the Steering Committee. Additionally, upon publication of a Final Deliverable, the Project shall also publish all valid Exclusion Notices made against such Deliverable in a manner consistent with the availability of the Final Deliverable.

9. **The Project is not the arbiter of essentiality.**

The Project does not make binding determinations of essentiality of patents or patent claims identified in an Exclusion Form, and any action or inaction by the Project in response to an Exclusion Form shall not be interpreted as such.

B.4 Patent Policy Options.

Patent Policy Option 1: RAND-RF (Royalty-Free) Mode.

1. **Licensing Commitment.**

For materials other than source code or datasets developed by the Working Group, each Working Group Participant agrees that it will offer to all parties (whether Member or non-Member) a royalty-free, nonexclusive, worldwide, non-sub licensable, perpetual patent license to its Necessary Claims on fair, reasonable, and non-discriminatory terms to make, have made, use, import, offer to sell, sell, and distribute conformant implementations of any Final Deliverable within Scope that are Approved by that Working Group while such Member is a Working Group Participant only to the extent it implements the Final Deliverable and so long as all required portions of the Final Deliverable are implemented. Source code developed by the Working Group is subject to the license set forth in the Working Group charter. A Working Group Participant's licensing obligations as described in this paragraph 1 do not apply to any Final Deliverable that was Approved by that Working Group prior to that Member becoming a Working Group Participant.

2. **Exclusion from Licensing Commitments.**

A Working Group Participant may exclude certain Necessary Claims from its licensing commitments under this patent policy in accordance with the Patent Exclusion Rules set forth above in Section B.3.2 of this [Appendix B](#).

“Necessary Claims” means claims of a patent or patent application, other than design patents and design registrations, that are: (i) owned or Controlled by a Working Group Participant now or at any future time; and (ii) are infringed by implementation of the normative portions, including the normative elements of optional portions, of the applicable Final Deliverable that is within Scope, where that infringement cannot be avoided by another technically reasonable non-infringing alternative for implementing that Final Deliverable. Necessary Claims do not include any claims: (a) that read solely on an implementation example included in that Final Deliverable; (b) other than those claims set forth above, even if contained in the same patent as Necessary Claims; (c) that are infringed by any enabling technologies that may be necessary to make or use any product or portion thereof that complies with that Final Deliverable, but are not themselves expressly set forth in that Final Deliverable; (d) that are infringed by the implementation of other technologies developed elsewhere but referred to in the body of that Final Deliverable; (e) that are infringed by any portions of any product and any combinations thereof the purpose or function of which is not required for conformance with the applicable Final Deliverable; or (f) that are infringed by any software code set out in that Final Deliverable for purposes of illustration, sample implementation, or reference.

Patent Policy Option 2: International Mode.

For materials other than source code or datasets developed by the Working Group, the Final Deliverable is subject to then current terms of the Common Patent Policy for ITU-T/ITU-R/ISO/IEC, the Guidelines for Implementing the Common Patent Policy for ITU-T/ITU-R/ISO/IEC (including the Common Guidelines and Specific Provisions for ISO and IEC only), and Patent Statement and Licensing Declaration Form, which are available at <https://www.iso.org/iso-standards-and-patents.html>. References in these documents to ITU, ISO, and IEC are deemed replaced by references to the Project, references to Study Groups are deemed replaced by

Working Groups, references to Recommendations and/or Deliverables are deemed replaced by references to Final Deliverables, and all other ISO/IEC/ITU-T terms replaced with applicable Project terminology. Source code developed by the Working Group is subject to the license set forth in the Working Group charter.

In general, Working Groups prefer technologies with no known patent claims or technologies subject patent disclosures under Clause 1 (Free of Charge) of The Patent Statement and Licensing Declaration Form For ITU-T Or ITU-R Recommendation | ISO or IEC Deliverable.

Patent Policy Option 3: Open Web Foundation Mode.

1. Open Web Foundation Final Specification Agreement.

Upon the Working Group Participant's execution of the Working Group Charter, that Working Group Participant will be subject to the obligations set forth in the Open Web Foundation Agreement (OWFa), with respect to all Final Deliverables from that Working Group.

2. Open Web Foundation CLA ("OWF CLA").

Each Working Group Participant will be deemed to have executed the Open Web Foundation Contributor License Agreement (OWF CLA) for its Contributions (as defined in the OWF CLA) to the Working Group.

3. Exclusion from Licensing Commitments.

A Working Group Participant may exclude certain Necessary Claims from its licensing commitments under the OWFa in accordance with Patent Exclusion Rules set forth above in Section B.3.2 of this [Appendix B](#).

4. Final Deliverables.

Upon a Draft Deliverable being declared a Final Deliverable by the Steering Committee, then-current Working Group Participants will, without further action, be subject to the obligations set forth in the OWFa with respect to that Final Deliverable, except for any Claims set forth in an Exclusion Notice. A Working Group Participant's licensing obligations set forth in the OWFa do not apply to any Final Deliverable that was Approved by that Working Group prior to that Member becoming a Working Group Participant.

Patent Policy Option 4: Royalty-Free with W3C Licensing Requirement Mode.

1. Licensing Commitment.

For materials other than source code or datasets developed by the Working Group, each Working Group Participant agrees to make available any of its Essential Claims, as defined in the W3C Patent Policy (15 September 2020 version available at <https://www.w3.org/policies/patent-policy/20200915/>), under the W3C Royalty-Free (RF) licensing requirements set forth in Section 5 of the W3C Patent Policy, in Final Deliverables within Scope that are Approved by that Working Group as if that Final Deliverable was a W3C Recommendation. A Working Group Participant's licensing obligations set forth in the W3C Patent Policy do not apply to any Final Deliverable that was Approved by that Working Group prior to that Member becoming a Working Group Participant. Source code developed by the Working Group is subject to the license set forth in the Working Group charter.

2. Exclusion from Licensing Commitments.

A Working Group Participant may exclude certain Essential Claims from its licensing commitments under the W3C Patent Policy in accordance with Patent Exclusion Rules set forth above in Section B.3.2 of this [Appendix B](#).

Appendix C

Non-Member Agreement

The **[Project Name]** (the “Project”) would like to receive input, contributions, suggestions and other feedback (“Contributions”) on the specifications, documents, source code, data, and other artifacts being developed within its working groups (the “Materials”).

By signing below, you (on behalf of yourself if you are an individual and your company if you are providing Contributions on behalf of the company) grant the Project under all applicable intellectual property rights owned or Controlled by you or your company a non-exclusive, non-transferable, worldwide, perpetual, irrevocable, royalty-free license to use, disclose, copy, publish, license, modify, sublicense or otherwise distribute and exploit Contributions you provide for the purpose of developing and promoting the Materials and in connection with any product that implements and complies with the Materials. You warrant to the best of your knowledge that you have rights to provide these Contributions, and if you are providing Contributions on behalf of a company, you warrant that you have the rights to provide Contributions on behalf of your company. You also acknowledge that the Project is not required to incorporate your Contributions into any version of the Materials. Information disclosed by you to the Project is not confidential, regardless of any markings or statements to the contrary. You further agree that you and your company will not disclose or distribute drafts of the non-public Project Materials to third parties unless the Project consents in writing to such disclosure or the Project Materials are made publicly available by the Project.

Source Code

Any source code you provide to the Project is subject to the Developer Certificate of Origin version 1.1, available at <https://developercertificate.org/> and the license indicated in the Project’s source repository for the Materials.

Dataset

Any data you provide to the Project is subject to the license agreement indicated in the Project’s source repository for the Materials.

Signature	
Print Name:	
Title:	
Employer/Company Name:	
Email:	
Address:	
Date:	

Appendix D

Patent Claim Exclusion Notice Form for RAND-RF (Royalty-Free) Mode, Open Web Foundation Mode, and Royalty-Free with W3C Licensing Requirement Mode

General Instructions

This Patent Claim Exclusion Notice Form is to be used for those Working Groups operating under the RAND-RF (Royalty-Free) Mode patent policy, the Open Web Foundation Mode patent policy, or the Royalty-Free with W3C Licensing Requirement Mode patent policy. All relevant sections of this form required by the applicable Patent Policy Mode must be completed for each excluded patent claim to effectuate an exclusion under the applicable Patent Policy.

One Exclusion Form per Patent Family

Only 1 Patent Family (as defined in the Working Group Charter) may be included in a single Exclusion Notice Form. If a Working Group Participant or other Member seeks to exclude more than 1 Patent Family, it must submit a separate Exclusion Notice for each Patent Family for each exclusion to be valid. For clarity, all members of the same Patent Family, including foreign counterparts, should be disclosed together in a single form; please do not submit multiple Patent Claim Exclusion Notice Forms for members of a common Patent Family.

Defined Terms

Capitalized terms used but not defined in this form are defined in the applicable Working Group Charter and Project Charter.

Special Instructions for Unpublished Patent Applications

The Exclusion Notice for unpublished patent applications must provide both (i) a description of the technology covered by the application; and (ii) identification of the specific part(s) of the Draft Deliverable whose implementation makes the excluded claim a Necessary Claim, containing reasonably sufficient detail to enable the Working Group to either exclude the subject inventions from a Draft Deliverable or to develop a non-infringing implementation. The effect of the exclusion will be limited to the identified part(s) of the Draft Deliverable.

Instructions for Submitting this Form

Upon completing this Patent Claim Exclusion Notice form, return it by e-mail entitled "Attention: [NAME OF MEMBER COMPANY] Patent Exclusion Form for [Draft Deliverable Name]" to the Chairperson of the Working Group.

Name of Patent Holder:

Representative:

Contact Information:

Address:

Telephone:

E-mail:

Date:

1. **Draft Deliverable.**

Identify the Draft Deliverable this Exclusion Notice applies to:

- a. Name of Draft Deliverable:
- b. Date and version number (if applicable):
- c. Link to that Draft Deliverable (if available):

2. **Patent Identification.**

Please provide the information required in the Patent Claim Exclusion Table attached hereto as Exhibit A for all Required Claims that the patent holder wishes to exclude.

3. **Additional Information.**

At your option, please provide us with any additional technical information that could help the organization address this Patent Claim Exclusion:

By signing below, the Member represents that the information provided in this Patent Claim Exclusion Notice Form is accurate and complete and meets the requirements of Section B.3 of Appendix B to the Project Charter.

Name of Member organization

Signature of Authorized Representative

Print Name of Authorized Representative

Title of Authorized Representative

Date

Exhibit A PATENT CLAIM EXCLUSION TABLE

Complete the table below for all Required Claims that the patent holder wishes to exclude. List each excluded claim on a separate row of the table. Insert as many additional lines as are required.

Patent number (or publication number or application number for applications)	Title (in English)	Country	Status [granted/ pending]	Excluded claim (or description of technology for unpublished applications) ³	Section(s) or subsection(s) of Draft Deliverable ⁴

³ For granted patents and published applications, you must identify the excluded Required Claim by claim number. For unpublished applications, provide a description of the technology covered by the application containing reasonably sufficient detail to enable the Working Group to design around the identified technology in the Draft Deliverable or to develop a non-infringing implementation.

⁴ Refer to the most specific section(s) or subsection(s) available.

Project Sponsorship Agreement

Directed Fund Agreement between the Project Participants and The Linux Foundation

Funding for this Project is facilitated via a Linux Foundation Directed Fund, which is managed by The Linux Foundation on behalf of the Project and subject to the direction of the Project's Steering Committee. To facilitate this arrangement, each Steering Member and General Member sponsoring the Project (each a "Fund Participant") enters into this Directed Fund Participation Agreement directly with The Linux Foundation under the following terms:

1. **Membership.**

The sponsoring member ("Fund Participant") acknowledges that its financial support of the Project is as a member of The Linux Foundation. Linux Foundation membership is a prerequisite for participation in this Project Sponsorship Agreement.

2. **Sponsorship Terms.**

The Fund Participant agrees to pay an annual sponsorship amount ("Participation Fee") to the Linux Foundation Directed Fund per the chosen Sponsorship Level. The Participation Fee is due within 30 days of the execution date of this agreement, and within 30 days of each anniversary of that date under the then-current sponsorship amount. Agreements signed before the 15th of the month will be invoiced as if active on the first of the month of signature. Agreements signed on or after the 15th will be invoiced as if active on the 1st of the following month. All fee amounts are irrevocable and non-refundable commitments based in US Dollars. We reserve the right to refuse your Sponsorship Agreement if you have outstanding obligations to the LF or any other LF projects. In no event will fees be refunded, upon a Fund Participant's resignation or otherwise. At the first anniversary of membership, if this agreement is not canceled at least 30 days prior to the second anniversary of membership, a prorated amount of the applicable fees for the remainder of that calendar year (a "stub period") will be invoiced (and membership will proceed on a calendar-year based renewal cycle thereafter).

3. **Termination.**

This agreement will automatically terminate upon termination of your membership status in the Project. In addition, The Linux Foundation may terminate this Agreement upon notice to you in the event that (a) the Project discontinues operations or otherwise ceases to function, (b) you are in material breach of any of the charters or policies of the Project or policies of the Joint Development Foundation Project, LLC or The Linux Foundation (copies of which are maintained on the Linux Foundation web site), (c) the Steering Committee of the Project requests that we terminate this agreement, (d) you cease to be a member of the Project, (e) you cease to be a Member of The Linux Foundation, or (f) applicable law or regulation would prohibit our ability to continue to receive the Participation Fee. No refunds will be given on payments made under this agreement for any reason.

4. **Additional Terms.**

The Linux Foundation will apply the Participation Fee as directed by the Steering Committee of the Project as consistent with the tax-exempt status and mission of The Linux Foundation and the Project. The Linux Foundation will have custody of and final authority over the usage of the Participation Fee. A general and administrative fee ("G&A Fee") will be applied by The Linux Foundation to funds raised to cover finance, accounting, and operational support for the Project, and paid to The Linux Foundation from all such Project Participation Fees and other gross receipts received with respect to the Project. The annual G&A Fee will be 9% of the all gross receipts received to support the Project (whether through the collection of Project Participation Fees, event revenues or otherwise) with respect to the first \$1,000,000 of annual gross receipts and 6% of annual gross receipts above \$1,000,000.

Sponsorship Level	Participation Fee
Steering Member	\$50,000 US
General Member	\$25,000 US
Contributor Member	\$0

By signing below, you acknowledge and agree that, when signed and accepted by us, this Agreement represents a binding contract between the parties and commits you and us to these terms and obligations:

Fund Name: _____

Sponsorship Level: _____

FUND PARTICIPANT

THE LINUX FOUNDATION

Name of Sponsoring Organization

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Date

Signature

Name

Title

Date