Open Fabrics Alliance Intellectual Property Rights Policy

In keeping with the open nature of the OFA, our IPR policy is intended to promote open activities and licensing as much as possible. This IPR policy is structured to recognize three mutually exclusive and nonoverlapping areas:

* **Trademarks, Logos, and other registered branding items**
* **OFA Collaboration with the Open Source Community on Software Projects, including:**
	+ Projects maintained by third parties
	+ Projects maintained by OFA
* **OFA Authored or Created Work Products. Examples include:**
	+ Marketing materials such as blogs
	+ Recordings of OFA sponsored events
	+ Training materials
	+ Specifications

Consistent with the categorizations made above and in accordance with the Bylaws of OpenFabrics Inc., dba Open Fabrics Alliance (“OFA”), all members of OFA are subject to these terms.

1. **Trademarks and Logos**
	1. Members will grant the OFA permission to use the name and corporate logo (or similar mark) of member to communicate their membership in the OFA and in connection with communications about OFA activities in which the member is participating, subject to reasonable use limitations communicated by the member to OFA including pursuant to a separate agreement at member’s request.
	2. The OFA grants each member permission to use the OFA name and corporate logo solely to communicate its membership in OFA.
	3. The OFA name and trademarks may not be used to communicate compliance or conformance with any OFA specifications or other technology and may not otherwise be used in connection with any member product or service, unless permitted by an applicable OFA license agreement for the specific use of the OFA name and trademarks.
2. **OFA Collaboration with Open Source Software Projects**
	1. **Third-Party Open Source Software Projects:** The OFA does not intervene between any open source contributor, whether at an OFA event or not, and third-party project maintainers. Contributors are expected to submit software changes directly to the maintainer of the project consistent with the licensing terms defined by that project. Any OFA contributions to the third-party project will be submitted according to the license terms of the third-party project.
	2. **OFA Initiated/Maintained Software Projects:** The OFA may author or createupstream software projects. In general, OFA Working Groups that create software projects, and any related projects such as associated documentation projects, should do the following:
		1. For code repositories, select an appropriate OSI approved license (<https://opensource.org/licenses>)
			1. At the time of OFA Board approval of a Working Group to create a project, it should be noted if there are any requirements for the project to be dual licensed or licensed under any of the more permissible licenses (such as BSD) so that the software authored by the project can be included in other, proprietary software. If there are special licensing concerns, then the Working Group will be charged with taking them into account when creating repositories.
			2. In the absence of any special requirements, the Working Group is authorized to use any of the OSI approved licenses without prior approval from the Board.
		2. For related, non-code repositories (documentation, wikis, etc., excluding any materials covered under Section 3 of this document)
			1. At the time of OFA Board approval of a Working Group Charter to create a project, it should be noted if there are any special requirements for the licensing of related materials. For example, if it needs a No Derivatives license. If there are special licensing concerns, then the Working Group will be charged with taking them into account when creating repositories.
			2. In the absence of special requirements, the Working Group is authorized to use Creative Commons Attribution 4.0 International (CC-BY 4.0) or Creative Commons Attribution No Derivatives 4.0 International (CC BY-ND 4.0) without prior approval from the Board.
		3. Designate a method of copyright management (DCO, CLA, CA, etc.)
		4. Select an initial maintainer(s) for the project – The maintainer is responsible for ensuring that all contributions to the project meets the Copyright requirements and the Copyright Management requirements selected for the specific repository.
3. **OFA Authored or Created Work Products**

The OFA may create other work products such as marketing materials, specifications, training materials, or any other form of intellectual property other than code or the materials associated with the creation of code as described above in Section 2.

* 1. **Contributions.** Any communication intentionally provided for the purpose of advancing an OFA work product will be a “Contribution.” The entity (or individual, in a case where an individual is acting in an individual capacity) making the Contribution is the “Contributor.”
	2. **RESERVED**
	3. **Attribution; moral rights.** OFA will use reasonable efforts to abide by industry norms and to honor requests related to individual attribution. OFA reserves the right to attribute collaborative work to just “OpenFabrics Alliance,” however.
	4. **Necessary Claims patent license grant for specifications.** The Board can charter a working group to create technical specifications that define requirements necessary to facilitate interoperability between third party products or services, and the Board can formally approve the specifications for distribution (once approved, these are “Specifications”). The written charter for such a group may expressly define boundaries for technology areas that are included and excluded from the effort (i.e., that are in or out of “Scope”)..
	5. **No other licenses.** Except for the rights expressly provided in this IPR policy, no entity grants or receives, by implication, estoppel, or otherwise, any rights under any patents or other intellectual property rights.
	6. **Confidentiality.**
		1. **Confidentiality of Contributions.** Contributions (a) that are clearly marked “confidential” or with a similar legend, (b) that, if disclosed orally and later documented in writing which, are described as confidential at the time of disclosure, , will be deemed the “Confidential Information” of the Contributor. Recipient(s) of “Confidential Information” is(are) free to use information 1) already in its possession without obligation of confidentiality; 2) developed independently; 3) obtained from a source other than the Discloser without obligation of confidentiality; 4) publicly available when received, or subsequently becomes publicly available through no fault of the recipient; or 5) disclosed by the Discloser to another without obligation of confidentiality. Contributions are otherwise non-confidential. A party receiving Confidential Information will maintain the Confidential Information in confidence with the same degree of care that it uses to protect its own confidential information (and at least exercise a reasonable degree of care), for a period of three years from the date of disclosure of such Confidential Information. Confidential Contributions may be shared among parties that have agreed to these terms. In the case of UT-Battelle, UT-Battelle shall have the right to disclose the Confidential Information to DOE or the designee thereof, as required under the Prime Contract between UT-Battelle and DOE. Confidential Information shall be protected against further disclosure by DOE employees under 18 USC 1905.
		2. Each Member acknowledges that it is responsible for its own compliance with all U.S. export control laws and regulations. Each Member acknowledges that it is responsible for obtaining export license, if required, before giving any foreign person access to Confidential Information. Each Member acknowledges that it is responsible for all regulatory record-keeping requirements associated with the use of export control licenses and license exemptions and exceptions.
		3. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.
		4. **Confidentiality of draft and final deliverables.** OFA collaborative activities will generally produce particular deliverables, such as technical specifications, software code, written reports, engineering notes, reference designs, or similar material (the “Deliverables”). The Board may specify that particular draft and final Deliverables from other Contributors will be deemed the Confidential Information of OFA and be subject to the non-disclosure duty described above. The Board will then determine the timing and nature of any public release of the Deliverables. Deliverables released publicly are non-confidential.
		5. This Agreement and all Confidential Information received hereunder, if any, may be transferred to DOE or its designee upon termination of UT-Battelle’s Prime Contract with DOE.