

Internet2 Intellectual Property Framework

v.082705

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STATEMENT OF PRINCIPLES

Internet2 Activities (as defined below) may generate a variety of deliverables or work product such as, by way of example, software, data, databases, hardware, text documents and other works of authorship (electronically or otherwise created), architectures, innovations, processes, machines, manufactured items, and/or compositions of matter (“Deliverables”). It is the desire of Internet2 to allocate the intellectual property rights associated with these Deliverables in a manner that advances the Internet2 mission and encourages innovation and future participation in Internet2 Activities by both public and private-sector organizations. The purpose of this document is to clarify the principles under which Internet2 operates with regard to intellectual property created or developed during the course of an Internet2 Activity.

The Deliverables created or developed by participants in connection with Internet2 Activities should be subject to intellectual property treatment that:

- Maintains and contributes to the accessible, standards-based character of the Internet, and promotes appropriate, flexible, and easily administered open source arrangements.
- Encourages the broadest possible distribution of the technology.
- Encourages rapid deployment of the technology.
- Encourages participants to make intellectual property developed as part of an Internet2 Activity available to Internet2 and members of the Internet2 community.
- In connection with commercialization and development of intellectual property rights in Deliverables, promote further innovation and reflect the contributions of the community and its members in the creation or development of that intellectual property.

These principles apply to intellectual property rights in the Deliverables resulting from all Internet2-supported activities, projects, and initiatives, including but not limited to Internet2 Working Groups, Working Group Projects, and Internet2 Area Initiatives and Projects, as well as to any member activity using Internet2 personnel or information (“Internet2 Activities”). Additionally, they apply to activities, projects, and initiatives by and between Internet2 members in the community that are designated by such members as an “Internet2 Activity.” However, these principles do not apply where Internet2 members are merely making use of the Internet2 network and its associated communications resources (such as the Abilene network).

Internet2 disclaims all representations and warranties of any kind related to the use of any Deliverables and/or any intellectual property resulting from Internet2 Activities. All distributors of Deliverables from Internet2 Activities must affix to the Deliverable a standardized disclaimer to this effect disclaiming for Internet2 any liability related to the distribution and use of the Deliverable [see Example 3: Standard Disclaimer for Deliverables of Internet2 Activities].

STANDARD APPROACH

All intellectual property resulting from Internet2 Activities will be made available to Internet2 members under a standard Internet2 OS (open source) license in order to foster open use by all. The following intellectual property framework approach has been adopted for projects and initiatives that are designated as, or considered by the participants to be, Internet2 Activities:

- Unless a written non-disclosure, confidentiality or other intellectual property agreement is in effect with Internet2, each participant shall agree to assign any and all intellectual property rights in all Deliverables to the holder of the intellectual property rights for the Internet2 Activity [See Example 1: Standard Acknowledgement for Participants in Internet2 Activities], including, by way of example, all intellectual property rights in any conversations, correspondence, and/or all documents, electronic or otherwise created during the Internet2 Activity. The holder of the intellectual property must make all such assigned intellectual property rights freely available to the public under a under an open source license that is consistent with the Standard Internet2 OS license [See Example 4]. The holder of the intellectual property rights shall agree that it will: 1) not pursue any action for infringement of the intellectual property with respect to the contribution, or seek any payment or royalty of any kind, or 2) transfer any exclusionary intellectual property right with respect to that contribution to any third party. Each participant shall agree to execute any documents reasonably required for the holder to perfect rights in the intellectual property. Each participant shall also warrant that he or she is authorized by his or her organization to convey these rights.
- At the start of every project, participants will determine who will be the holder of any patents and/or copyrights that may arise in connection with the Internet2 Activity. Internet2 prefers not to own intellectual property and will acquire title to patents or copyrights associated with Internet2 Activities only where necessary to achieve the goals set forth in the Statement of Principles.
- Before beginning an Internet2 Activity, participants must disclose any knowledge of an intellectual property claim that may be infringed by the group's work. This obligation is ongoing, and disclosures should contain information about the claims whenever possible [see Example 1: Standard Acknowledgement for Participants in Internet2 Activities].
- At the start of every Internet2 Activity as part of the Standard Acknowledgement for Participants in Internet2 Activities, participants will indicate in writing; (1) whether or not they hold any pre-existing intellectual property rights that are likely to be used in the Internet2 Activity; and (2) the terms and conditions under which they will license any pre-existing intellectual property should there prove to be no reasonable non-infringing alternative. This disclosure obligation is based on the respondent's actual, personal knowledge, and does not require a respondent to conduct a search of his or her organization's intellectual property portfolio.
- Disclosures of pre-existing intellectual property rights made under the Standard Acknowledgement for Participants in Internet2 Activities shall be submitted to the designated holder of the intellectual property rights, who will then facilitate communication and publication of the disclosure, as appropriate.
- Deliverables from Internet2 Activities, or copies thereof, will be distributed to Internet2 members under a standard Internet2 OS license [see Example 4: Standard Open Source License]. Should the Internet2 Activity participants determine that they wish to include pre-existing intellectual property under terms that are not consistent with the standard Internet2 OS license, an alternative approach may be considered prior to its contribution to the Internet2 Activity.
- Internet2 Activity participants must agree to this intellectual property approach and execute the Standard Acknowledgement for Participants in Internet2 Activities in order to participate.

Background Intellectual Property Contributions

Internet2 members are committed to working together toward the development and deployment of advanced networking technologies and applications and may wish to identify their activities as Internet2 Activities. Internet2 members may engage in activities, projects, and initiatives that they designate as an Internet2 Activity, and they may contribute pre-existing intellectual property to the Internet2 Activity. Internet2 welcomes these contributions provided, however, that acceptance of such contributions is subject to Internet2's prior written approval.

A participant in an Internet2 Activity desiring to contribute software ("Contribution") to the Internet2 Activity under a license for use by Internet2 and others in accordance with principles consistent with Internet2's Intellectual Property Framework may do so by entering into a Contributor Software License Agreement [See Appendix C]. A participant in an Internet2 Activity desiring to contribute software that he or she owns as an individual may accomplish this by executing the Internet2 Individual Contributor Software License Agreement ([PDF](#)). Contributions owned by a corporation, company or other organization that is the employer, client or sponsor of the Internet2 participant, may be contributed to the Internet2 Activity using the Internet2 Company Contributor Software License Agreement ([PDF](#)).

Alternative Approaches

While Internet2 encourages the use of the approach in intellectual property embodied in this Internet2 Framework, Internet2 recognizes that flexibility may be needed with respect to particular Internet2 Activities, Deliverables, and Contributions. Alternative approaches, however, should be consistent with the principles embodied in this Intellectual Property Framework.

METHODS

This section provides examples of methods of handling intellectual property for Internet2 Activities. These examples are not intended to be an exhaustive listing. The methods described in this section are consistent with the Statement of Principles outlined above.

Open Source

The Deliverable is released under an open source license certified by the Open Source Initiative. This approach is most relevant to software, though an analogous approach could be taken in other cases. The intellectual property rights in the Deliverable remain the property of the designated holder of intellectual property rights for the Internet2 Activity or the author (in the case of pre-existing or background intellectual property contributions to an Internet2 Activity), but is licensed on a royalty-free basis to anyone who wants it. Access to the source code is included in the royalty-free license. To be OSI-certified, a license must meet a set of nine requirements, including permitting royalty-free redistribution and distribution of derivative works. The full requirements are available at <http://www.opensource.org/docs/definition.html>.

Internet2 has selected a standard Open Source license for software developed during Internet2 Activities - supported by Internet2 [see Example 3: Standard Open Source License]. Internet2 reminds users of any Deliverables released under Internet2's Standard Open Source License that users must comply with all applicable international and national laws that apply to the licensed technology, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments.

Freeware/Shareware

One or more of the participating organizations retains ownership of the intellectual property in pre-existing contributions or as the designated holder of the intellectual property rights in a Deliverable, and distributes copies of the pre-existing contribution or the Deliverable for free (freeware) or for a fee after use (shareware) to all, with or without the source code (if it is software). Users must agree to a license containing waivers of liability.

Discounted Commercial License

One or more of the participating organizations retains ownership of the intellectual property related to the Deliverable, but makes copies of the Deliverable available to Internet2 Regular Members under very favorable licensing terms, but without source code (if it is software) or the rights to modify it. Outside the Internet2 Regular Membership, the owner is free to market the Deliverable without restriction. One variant of this method would be to retain right to the Deliverable and market it commercially to the general public, but provide a license to use the Deliverable for free or at a discount to educational and non-profit organizations.

Public Domain

The creators of a software Deliverable renounce their copyright and patent rights related to the Deliverable by placing a notice on copies of the software stating that it is in the public domain, and the Standard Disclaimer for Deliverables of Internet2 Activities [see Example 2]. Once this is done, the creator has no control over who uses it or how it is used.

Donation to Internet2

The creators of the Deliverable donate or assign their intellectual property rights in the Deliverable to Internet2, which is then free to do with it as it sees fit. At that point the creators have no further control over the Deliverable and may be required to execute a license with Internet2 to use it. Although Internet2

prefers not to own the intellectual property rights in Deliverables, it recognizes that doing so may sometimes be the best option. A related option is for the creators to grant Internet2 a perpetual, irrevocable, royalty-free license with sub-license and distribution rights worldwide. This approach preserves the creators' rights to exploit the Deliverable.

RAND License

In exceptional circumstances, such as where the owner of essential pre-existing intellectual property is unwilling to contribute that intellectual property on an open source or royalty-free license basis, the participants may agree before the start of a project to modify this approach and commit to make the essential intellectual property available to Internet2 members on reasonable and nondiscriminatory terms [see Example 4: Terms and Conditions (RAND License) for Internet2 Projects and Initiatives].

EXAMPLES

This section includes examples of Internet2 Activities, and how they will be handled under the Intellectual Property Framework. The examples are loosely based on actual projects.

Project 1: Measurement Tool Project – An Internet2-Supported Project

Project 1 is a supported Internet2 measurement tool project, developed out of the End-to-End Performance Initiative. The project is coordinated, and is largely being undertaken, by staff from several Internet2 Regular Members (universities), but has support from a Corporate Member (both equipment donation and technical support) and a representative of the Corporate Member sits on the coordinating committee. The Corporate Member manufactures network hardware. Deliverables from the project are expected to include papers on network utilization, software measurement tools, as well as improvements to the Corporate Member's hardware that allow it to function more effectively (based on the results of the project) and to work with the measurement tools being developed.

The papers will be published in various academic journals and presented at conferences. These will be freely available to the public. The software will be released with the Internet2 Standard OS License. The Corporate Member plans to sell its improved hardware, but at a deep discount to Internet2 Regular Members. The Corporate Member understands that the open source software may be run on hardware other than its own.

Project 2: Interrealm Authorization Standards Development – An Internet2-Supported Project

Project 2 developed out of the Internet2 Middleware Initiative. Its purpose is to develop interrealm authentication standards. A supported Internet2 project, it involves Internet2 staff, a number of Internet2 Regular Members, and a Corporate Member. Deliverables from the project are expected to include a number of documents, as well as software including a variety of modules, components, and tools that can be integrated into other applications. The intention of the project is to make the methods and tools developed as widely accessible as possible, so the service is as broadly available as possible.

The various documents will be freely available to the public. The software will be released with the Internet2 Standard OS license.

Project 3: Bandwidth Utilization Project – A Member Project

Project 3 is an Internet2 project to find ways to utilize bandwidth more efficiently and to increase the quality of the transmission. The goal of the project is to provide better quality of service for international collaborations among the high-energy physics community. The design team is headed by a staff member of an Internet2 member university but has staff from a variety of Regular and Affiliate Members. Deliverables from the project have included software and a variety of documents and publications. It is the intention of the project participants to make the project deliverables widely available within the Internet2 community.

The participants selected an intellectual property approach that is consistent with the Intellectual Property Framework Principles. The various documents have all been publicly released and the software has been released with an open source license similar to Internet2's Standard Open Source License.

FREQUENTLY ASKED QUESTIONS

1. Why does the Internet2 community need an Intellectual Property Framework now?

Internet2 has received a number of questions about how intellectual property should be handled, and has decided after consultation with the membership that it would be valuable to lay out a framework. At this stage, a number of Deliverables are in production, and others are in progress.

2. What is the purpose of the Internet2 Intellectual Property Framework Document?

The Intellectual Property Framework is intended to help participants in Internet2 Activities handle intellectual property in ways that are consistent with Internet2's Principles. It also provides the standard implementation of the Intellectual Property Framework for Internet2 Activities supported by Internet2. Internet2 seeks to (a) maintain and contribute to the accessible, standards-based character of the Internet and promote appropriate, flexible, and easily administered open source arrangements, (b) encourage the broadest possible distribution of the technology, (c) encourage rapid deployment of the technology, (d) encourage those who develop intellectual property during the course of an Internet2 Activity to release it under terms and conditions that reflect the contributions of project participants specifically as well as of the Internet2 community generally, and (e) in connection with commercialization and development of intellectual property rights in Deliverables, promote further innovation and reflect the contributions of the community and its members to the development of that intellectual property.

Internet2 intends to handle intellectual property in a manner consistent with collegial organizations such as the Internet Engineering Task Force (IETF).

3. What types of intellectual property does the Intellectual Property Framework cover?

The Principles are intended to apply to any patents, copyrights trade secret and other intellectual property and proprietary rights in all Deliverables produced in the course of an Internet2 Supported Activity or initiative and other member projects designated by participants as an Internet2 Activity. The Methods and Examples are oriented toward copyrightable material and patents.

4. What is considered an Internet2 Supported Activity?

Typically, this designation refers to an Internet2 Activity that is centrally funded and/or coordinated by Internet2 such as working groups, projects, area initiatives, etc.

5. Why does the Internet2 Intellectual Property Framework provide different options?

Internet2 strongly prefers that all Internet2 Deliverables and associated intellectual property rights be made available to Internet2 and, in some circumstances, to the general public in a manner that is consistent with the Intellectual Property Framework Principles. However, we recognize that not all elements of the Internet2 Standard Approach will fit the diversity of projects and deliverables undertaken by participants as Internet2 Activities. Internet2's Standard Approach is but one implementation of the Internet2 Intellectual Property Framework.

6. Who is expected to abide by the Intellectual Property Framework?

All participants in an Internet2 Activities are expected to abide by the Framework.

7. How will Internet2 implement this Intellectual Property Framework?

The intent of Internet2 is to implement the Intellectual Property Framework in a straightforward manner that is easy to administer. The Chief Financial Officer has ongoing responsibility for the Intellectual Property Framework and the Standard Approach. The Internet2 web site contains information about the

Framework and its use. A number of new processes and support structures are in place to facilitate implementation of the Standard Approach for Internet2 Activities supported by Internet2. Notices regarding the open nature of our working group activities will be posted during Member Meetings and will be communicated to working group participants and the general membership. All existing working groups, projects, and initiatives will be reviewed to determine if any action with regard to intellectual property is required. Documentation of intellectual property considerations has been incorporated into the Working Group Chair Survival Manual. When new working groups are formed, the requirements for handling intellectual property will be determined. Training and support will be provided and Area Directors will provide first line support.

8. What will Internet2 gain from Intellectual Property Framework?

Internet2's goal is to maximize the no- or low-cost availability of Deliverables to the Internet2 membership. The Intellectual Property Framework is intended to help participants in Internet2 projects handle intellectual property in ways that are consistent with Internet2's Principles. The Intellectual Property Framework also provides the standard implementation of the Intellectual Property Framework for Internet2 Activities supported by Internet2.

9. Will Internet2 dictate a specific method of handling intellectual property that all participants must abide by?

The Standard Approach and Standard Open Source License for Internet2 Activities are intended for Internet2 Activities sponsored by Internet2. Participants in projects designated or identified by the participants as an Internet2 Activities but not receiving any support from Internet2 must determine how to handle intellectual property in a manner consistent with the Internet2 Intellectual Property Framework Principles. The Methods and Examples section of this document provides several scenarios for participants that are consistent with the Statement of Principles.

10. Our organization has a preferred method of handling intellectual property that does not appear in the Methods and Examples. Is it possible to use our method under the Intellectual Property Framework?

The Methods and Examples are not an exhaustive list. In other words, if a method complies with the Principles, it should be acceptable under the Intellectual Property Framework.

Questions regarding whether a specific method complies should be directed to the Chief Financial Officer at Internet2.

11. What types of activities does the Intellectual Property Framework cover? What are some examples of activities that would be covered by the Intellectual Property Framework?

Internet2 wishes to foster and facilitate the research collaborations of its member universities. The Intellectual Property Framework covers projects and initiatives that are designated as Internet2 Activities and receive support of one kind or another from Internet2. Examples include software developed as a part of the Middleware Initiative, the End-To-End Performance Initiative, or as a part of a member-based quality of service project as detailed in the Methods and Examples section.

12. What types of activities are not covered? What are some examples of activities that would not be covered by the Intellectual Property Framework?

The Internet 2 Intellectual Property Framework does not apply to collaborations between members that have not been identified by project participants as Internet2 Activities even if they make use of Abilene or other Internet2 non-staff resources. It may be the case that the collaboration is of relevance to Internet2, but it is not the desire of the participants to identify the project as an Internet2 Activity. It may be the case that the collaboration is not relevant to Internet2 but makes use of Abilene or other non-staff resources. Examples of projects not covered by this Framework might include:

- Drug development and drug trials based on collaboration between member university researchers and pharmaceutical manufacturers;
- Computer Science research on routing technologies funded by an Internet2 Corporate Member;
- Genomic research activities;
- Product testing and evaluation carried out by a member university through a cooperative agreement with a company.

13. Who will have access to Deliverables generated by an Internet2 Activities?

While the goal of Internet2 is to facilitate the broadest possible distribution of Deliverables developed as part of an Internet2 Activity, it is especially important for such Deliverables to be readily available to Internet2 Regular Members under terms and conditions that reflect the contributions made by Internet2 and its members.

14. Who gets to decide how intellectual property rights in a Deliverable will be handled?

The participants in a project or initiative should agree at the beginning of any project as to how to structure the intellectual property rights in the individual Deliverables to be generated during the Internet2 Activity to conform to the Internet2 Intellectual Property Framework. These decisions should occur prior to commencing any work.

15. Who will own intellectual property in Deliverables generated as part of an Internet2 Activity?

The participants in the Internet2 Activity should determine who will hold or own the intellectual property in the Deliverables they generate. Internet2 is willing to be the holder or owner of the intellectual property rights when it is most beneficial to the whole community.

16. Can the participants in an Internet2 Activity donate or contribute pre-existing or background technology in which they own intellectual property rights to Internet2?

Participants may contribute pre-existing or background technology in which they own intellectual property rights to support a working group project or initiative that is an Internet2 Activity. The recommended methods for accepting contributions are through the use of the Standard Acknowledgement for Participants in Internet2 [See Example 1] and, if it is software, one of the Internet2 Contributor Software License Agreements [See Example 2]. Any questions concerning contributions should be directed to Internet2 staff.

17. When will Internet2 own intellectual property?

Internet2's objective is to have intellectual property handled in a manner consistent with the Principles. Internet2 may decide to own and manage intellectual property on behalf of its members if project participants recommend this approach. Internet2 Regular Members as well as corporate participants have well-developed, in-house intellectual property and legal experts and may be in a better position to own and manage intellectual property. Internet2 members have pre-existing technology transfer and distribution channels, as well as the research capability most likely to create further works based on Internet2-developed technology. Based on these considerations, Internet2 believes that intellectual property will be managed more efficiently and in a manner that best promotes project goals by our members directly. Internet2 will own and manage the intellectual property on behalf of the membership as appropriate.

APPENDICES

Appendix A: Process Documents for Standard Approach

Example 1: Standard Acknowledgement for Participants in Internet2 Activities

I, _____, an individual residing at _____, acknowledge that I am participating in the Internet2 Activity designed as _____ (“Internet2 Activity”) as of this ___ day of _____, 20___. I acknowledge that I have read the Internet2 Intellectual Property Framework and agree to be bound by its terms. In addition, except to the extent prohibited by an effective written non-disclosure, confidentiality or other intellectual property agreement covering the Internet2 Activity, I agree to assign, and do hereby assign, any and all intellectual property rights in all Deliverables created or developed, in whole or in part, by me to the holder of the intellectual property rights for the Internet2 Activity (“Holder”), including, by way of example, all intellectual property rights in any conversations, correspondence, and/or all documents, electronic or otherwise created during the Internet2 Activity. I agree to execute any documents reasonably required for the Holder to perfect these rights. “Deliverables” means all work product, such as, by way of example, software, data, databases, hardware, text documents and other works of authorship (electronically or otherwise created), architectures, innovations, processes, machines, manufactured items, and/ or compositions of matter created or developed by or for the Internet2 Activity. To the best of my personal knowledge, there are no intellectual property rights held or controlled by myself or my organization that may be essential to or infringed by the Internet2 Activity and/or any Deliverable to be developed during such Internet2 Activity, except to the extent disclosed below.

I represent and warrant that I am authorized by my organization to convey to the Holder the rights granted under this Standard Acknowledgement, and that I will not disclose any confidential, proprietary or trade secret information to Internet2 or participants during the course of the Internet2 Activity unless and until I am authorized to do so under the terms and condition of this Acknowledgement by the owner of such rights.

_____ [Initial here if designated as Holder, as defined above] – I have been designated by the participants in the Internet2 Activity to be the Holder. As the Holder, I agree to make all of the intellectual property rights assigned to me in connection with the Internet2 Activity (the “Assigned Rights”) freely available to the public under a under an open source license that is consistent with the Standard Internet2 OS license set forth in Example 4 of the Internet2 Intellectual Property Framework. I also agree that in connection with any of the Assigned Rights, I will not: 1) pursue any action for infringement of the intellectual property, 2) seek any payment or royalty of any kind, or 3) transfer any exclusionary intellectual property right to any third party.

By: _____

Printed Name

Organization and Title

Date

APPENDIX A

Please provide all relevant details about any intellectual property rights that may be essential to or infringed by the Internet2 Activity and/or any Deliverable to be developed during such Internet2 Activity. Cite

specific patent numbers that may be essential to or infringed by a named technology. (The foregoing information will be made publicly available.)

Also attach the terms and conditions under which the right to use any technology protected by essential intellectual property rights will be made available to other project participants and to Internet2 members [e.g., open source (identify license type) or RAND].

TRADEMARKS

<u>Name</u>	<u>Status</u>	<u>Descriptions</u>	<u>Serial/Reg. #</u>	<u>Filing/Reg. Date</u>
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COPYRIGHTS

<u>Name</u>	<u>Status</u>	<u>Descriptions</u>
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PATENTS

<u>Name</u>	<u>Status</u>	<u>Descriptions</u>	<u>Serial/Reg. #</u>	<u>Filing/Reg. Date</u>
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URLS/DOMAIN NAMES

<u>Name</u>	<u>Status</u>	<u>Descriptions</u>
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CONTRACTS

<u>Name</u>	<u>Status</u>	<u>Descriptions</u>
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OTHER ITEMS

<u>Name</u>	<u>Status</u>	<u>Descriptions</u>
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Example 2: Standard Disclaimer for Deliverables of Internet2 Activities

THIS [SOFTWARE/SPECIFIED DELIVERABLE] IS PROVIDED BY THE [COPYRIGHT/PATENT/IP] HOLDERS AND CONTRIBUTORS “**AS IS**” AND WITH ALL FAULTS. THE [COPYRIGHT/PATENT/IP] HOLDERS DO NOT IN ANY WAY WARRANT, GUARANTEE, OR ASSUME ANY RESPONSIBILITY, LIABILITY OR OTHER UNDERTAKING WITH RESPECT TO THE [SOFTWARE/SPECIFIED DELIVERABLE]. ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE HEREBY DISCLAIMED AND THE ENTIRE RISK OF SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH THE USER THEREOF. IN NO EVENT SHALL THE [COPYRIGHT/PATENT/IP] OWNER, CONTRIBUTORS, INTERNET2, OR THE UNIVERSITY CORPORATION FOR ADVANCED INTERNET DEVELOPMENT, INC. BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; REMOVAL OR REINSTALLATION, LOSS OF USE, DATA, SAVINGS OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OR DISTRIBUTION OF THIS [SOFTWARE/SPECIFIED DELIVERABLE], EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Example 3: **Standard Open Source License for Internet2 Activities**

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

- Redistributions of source code must retain the following copyright notice, this list of conditions and the disclaimer below.

Copyright (c) <YEAR>, <OWNER>
All rights reserved.

- Redistribution in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- Neither the name of the <ORGANIZATION> nor the names of its contributors nor Internet2 may be used to endorse or promote products derived from this software without explicit prior written permission.

You are under no obligation whatsoever to provide any enhancements to <ORGANIZATION>, its contributors, or Internet2. If you choose to provide your enhancements, or if you choose to otherwise publish or distribute your enhancement, in source code form without contemporaneously requiring end users to enter into a separate written license agreement for such enhancements, then you thereby grant <ORGANIZATION>, its contributors, and Internet2 and its members a non-exclusive, royalty-free, perpetual license to copy, display, install, use, modify, prepare derivative works, incorporate into the software or other computer software, distribute, and sublicense your enhancements or derivative works thereof, in binary and source code form.

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TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY
OUT OF THE USE OR DISTRIBUTION OF THIS SOFTWARE, EVEN IF ADVISED
OF THE POSSIBILITY OF SUCH DAMAGE.

Example 4: Terms and Conditions (RAND License) for Internet2 Activities

A RAND License:

- Must be available to all implementers worldwide.
- Must extend to all Essential Claims.
- May be limited to implementations of the deliverable, and to what is required by the deliverable.
- May be conditioned on a grant of a reciprocal license on RAND terms to all Essential Claims owned or controlled by the licensee and its affiliates.
- May be conditioned on payment of reasonable, non-discriminatory royalties or fees; and,
- May not impose any further conditions or restrictions on the use of any technology, intellectual property rights, or other restrictions on behavior of the licensee; but,

May include reasonable, customary terms relating to operation or maintenance of the license relationship such as the following: audit (when relevant to fees), choice of law, and dispute resolution.

Appendix C: Internet2 Contributor Software License Agreements

1. Internet2 Individual Contributor Software License Agreement ([PDF](#))

To clarify the intellectual property license granted with contributions of software from any person or entity (the "Contributor"), Internet2 would like to have an Internet2 Contributor License Agreement (this "Agreement") on file that has been signed by the Contributor, indicating agreement to the license terms below.

Please complete this Agreement and send it by facsimile to Internet2 at +1-734-913-4255, followed by regular mail to: Internet2, 1000 Oakbrook Drive, Suite 300, Ann Arbor, MI 48104 U.S.A, Attn: Chief Financial Officer.

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2. You hereby grant to Internet2 and to the recipients to whom Internet2 distributes the Contribution(s), a perpetual, world-wide, irrevocable, non-exclusive, no-charge, royalty-free, fully transferable copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute the Contribution(s) and such derivative works. Except for the rights granted in this paragraph, you reserve all right, title and interest in and to your Contribution(s). You also agree not to assert any intellectual property right against Internet2 or any of its members or any recipient of the Contribution in connection with their use of the Contribution. Nothing in this Agreement is to be construed as granting to either you or Internet2, or any third party, any right in the trademarks or trade names of any party.
3. You represent and warrant that you are legally entitled to and have all necessary power and authority to grant the above license. If your employer(s) have rights to intellectual property that you create, you represent and warrant that you have received permission to make the Contributions on behalf of that employer, or that your employer has waived its rights to your Contributions, at least to the extent required for you to grant the above license.
4. You represent and warrant that, except as otherwise disclosed in your Contribution submission(s), each of your Contributions is your original creation. You represent and warrant that your Contribution submission(s) includes complete details, to the best of your knowledge on the date that you submit the Contribution, of any license or other restriction (including, but not limited to, related patents, trademarks and trade secrets) associated with any part of your Contribution(s) (including a copy of any applicable license agreement). You agree to notify Internet2 of any facts or circumstances of which you become aware that would make your representations and warranties in this Agreement inaccurate in any respect.
5. You are not expected to provide support for your Contributions, except to the extent you desire to provide support. Your Contributions are provided "AS-IS", with all faults, defects, and errors, and, except as otherwise provided herein, without warranty of any kind, (either express or implied) including, without limitation, any implied warranty of merchantability and fitness for a particular purpose and any warranty of non-infringement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the latter date set forth below.

Contributor

UCAID/Internet2

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Contributor Contact Information:

Email: _____

Telephone: _____

Mailing Address: _____

_____ Country: _____

Internet2 Project: _____

2. Internet2 Company Contributor Software License Agreement ([PDF](#))

This agreement (“Agreement”) is made and entered into, effective _____, 20__, (“Effective Date”) by and between UCAID/Internet2, a not-for-profit corporation organized under the laws of the State of Delaware having an office at 1000 Oakbrook Drive, Suite 300, Ann Arbor, Michigan 48104 (“Internet2”) and _____, a [corporation/limited liability company/partnership] organized under the laws of the State of _____ having an office at _____ (“Company”) (Company and Internet2 each individually a “Party” and collectively the “Parties”). Internet2 is engaged in the business of organizing projects and activities for the purpose of facilitating the development of advanced internet applications and networking capabilities. Company is engaged in the business of _____. As a participant in the _____ project (“Internet2 Activity”), Company desires to contribute software or other intellectual property to such Internet2 Activity for use by Internet2 and others in accordance with the terms and conditions set forth in this Agreement.

In recognition of the promises contained herein and certain other consideration, the receipt and sufficiency of which the Parties hereby acknowledge, Company and Internet2 agree as follows:

1. The term “Contribution(s)” means Company’s contribution(s) of any kind, including without limitation object code, source code and documentation, to the Internet2 Activity submitted before or after the Effective Date, excluding any submission that is specifically designated in writing by Company at the time of its initial submission as “Not a Contribution.”
2. Company hereby grants to Internet2 and to the recipients to whom Internet2 distributes the Contribution(s), a perpetual, world-wide, irrevocable, non-exclusive, no-charge, royalty-free, fully transferable copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute Company’s Contribution(s) and such derivative works. Except for the rights granted in this paragraph, Company reserves all right, title and interest in and to its Contribution(s). Company also agrees not to assert any intellectual property right against Internet2 or any of its members or any recipient of the Contribution in connection with their use of the Contribution. Nothing in this Agreement is to be construed as granting either Party, or any third party, any right in the trademarks or trade names of either Party.
3. Company represents and warrants that it is legally entitled to and has all necessary power and authority to grant the above license, and that it has executed with its employees, agents and any third party who made or created the Contribution, including but not limited to the authors listed on Attachment A to this Agreement, the agreements necessary to enable Company to convey the rights granted under paragraph 2 above.
4. Company represents and warrants that to the best of its knowledge, except as otherwise disclosed in its Contribution submission(s), each of its Contributions is the original creation of its employees or agents. Company represents and warrants that its Contribution submission(s) includes complete details, to the best of its knowledge on the date that it submits the Contribution, of any license or other restriction (including, but not limited to, related patents, trademarks and trade secrets) associated with any part of its Contribution(s) (including a copy of any applicable license agreement). Company agrees to notify Internet2 of any facts or circumstances of which it becomes aware that would make its representations and warranties in this Agreement inaccurate in any respect.
5. Company is not expected to provide support for its Contributions, except to the extent that Company desires to provide support. Company’s Contributions are provided “AS-IS”, with all faults, defects and errors, and, except as otherwise provided herein, without warranty of any kind, (either express or implied) including, without limitation, any implied warranties of merchantability and fitness for a particular purpose and any warranty of non-infringement.

Each of the Parties has caused this Agreement to be executed by its duly authorized representative.

COMPANY

UCAID/Internet2

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A – Authors of Contribution(s)

Author A

Author B

Name: _____

Name: _____

Address: _____

Address: _____

City: _____

City: _____

State: _____ Zip: _____

State: _____ Zip: _____

Work Phone: _____

Work Phone: _____

Home Phone: _____

Home Phone: _____

Author C

Author D

Name: _____

Name: _____

Address: _____

Address: _____

City: _____

City: _____

State: _____ Zip: _____

State: _____ Zip: _____

Work Phone: _____

Work Phone: _____

Home Phone: _____

Home Phone: _____