**Open Compute Project Foundation Intellectual Property Rights Management Policy**

**July 23, 2015**

The Open Compute Project Foundation ("OCP") has adopted this Intellectual Property Rights Management Policy pursuant to the Bylaws of OCP ("Bylaws").

**1.      Definitions**

**1.1**      "**Contributor**" means an OCP member who submits one or more Contributions.

**1.2**      "**Specification Contribution**" means a Proposed Specification or portion thereof that is submitted by an OCP member.

**1.3**      "**Software Contribution**" means any software, programs, scripts, and the like that are contributed by any Contributor for use with a Proposed Specification.

**1.4**      "**Other Contribution**" means any data or copyrightable materials that is not a Proposed Specification or Software, such as configuration data, documentation text, or images.

**1.5**      "**Contribution**" means any Specification Contribution, Software Contribution, or Other Contribution.

**1.6**      "**Final Specification**" means a Proposed Specification that has been approved by the Incubation Committee as described herein.

**1.7**      "**Proposed Specification**" means specification that has been submitted by a Contributor for approval by OCP.

**1.8**      "**Incubation Committee**" is the committee of that name appointed by OCP to review and approve Proposed Specifications.

**1.9**      "**Open Compute CLA**" means the Open Compute contribution license agreement adopted by OCP.

**1.10**      "**Specification License**" means the Open Compute Project Hardware License, either the permissive or reciprocal version, or the Open Web Foundation Agreement (OWFa), as applicable.

**1.11**      "**Project Lead**" means an individual designated as described in the Bylaws to lead technical matters for OCP pertaining to a particular technology area.

**2.      Contributions**

**2.1      General.**  Only OCP members may submit Proposed Specifications or other Contributions.

**2.2    CLA.**  All Specification Contributions must be covered by the Open Compute CLA or another form of contribution license approved in advance in writing by OCP.  All Software Contributions must be designated as associated with a Proposed Specification, made available under an Open Source Initiative approved license, or another form of contribution license approved in advance in writing by OCP.  Other Contributions must be released to the public domain, or made available under a Creative Commons license, or another form of contribution license approved in advance in writing by OCP.  Upon OCP's prior written approval, Contributions may be designated as confidential.  Such confidentiality terms will be in writing, and may restrict disclosure of the Contributions to third parties prior to release of a Final Specification, but will not in any event include obligations of OCP to refrain from using information embodied in such Contributions.  Upon release of a Final Specification, all Contributions related to that specification will be non-confidential and will not be subject to confidentiality agreements or non-disclosure terms.

**2.3    Diligence**.  Although Contributions are provided as-is with no warranties, the Incubation Committee will encourage Contributors to exercise reasonable care to ensure that they have all the necessary rights to the intellectual property incorporated in their Contributions.

**2.4    Clarifications.**  A Contributor may elect to provide clarifying information distinguishing the technologies that are licensed by the Contributor from technologies merely referenced in a Proposed Specification.  The Incubation Committee will not be obligated to accept any such clarification in the Final Specification.  If the Incubation Committee rejects any such clarification, the Contributor may withdraw the applicable Contribution,

**3.    Specification Approval Process**

**3.1    Initiating Specification Approval**.  A Contributor will work with the appropriate Project Lead to initiate the approval process for each Proposed Specification.  If two or more Contributors wish to collaborate on a Proposed Specification, one single Contributor must take responsibility for communicating with the Project Lead to streamline the approval process.

**3.2    Incubation Committee Approval**.  The Project Lead will have the authority to determine if and when a Proposed Specification will be presented to the Incubation Committee for approval.  The Project Lead may ask the Contributor to adjust or improve the Proposed Specification prior to presentation of the Proposed Specification to the Incubation Committee for approval.  The Contributor will assist the Project Lead in presenting the Proposed Specification to the Incubation Committee.

**3.3    Outbound License and CLAs**.  As a condition for presentation to and approval by the Incubation Committee of a Proposed Specification, all Contributors must have agreed on the same Specification License and all Contributors must have executed contribution licenses covering their Contributions as required in this Policy.  Once the Proposed Specification has been approved by the Incubation Committee as a Final Specification, and prior to the release thereof as a Final Specification, all Contributors must confirm in

writing that they agree to be bound by the Specification License (as well as any applicable licenses for Software Contributions or Other Contributions) upon release of the Final Specification.

3.4 **Specification Release**. The Final Specification will be released bearing the appropriate notice of the Specification License and listing the names of Contributors. If a contributor has elected to provide clarifying information under Section 2.4, and if such information is included in the Final Specification, such information will be appended to the notice of the Specification License in the released Final Specification. The Final Specification will become subject to the Specification License upon release only.

3.5 **Withdrawal.** A Contributor can withdraw its Proposed Specification from the specification approval process at any time prior to approval thereof by the Incubation Committee. Any such withdrawal must be in writing. Upon such withdrawal, the Proposed Specification will no longer be deemed a Proposed Specification hereunder and all Contributions associated only with that Proposed Specification will be deemed withdrawn.

4. **Trademarks, Certification Marks and Logos**

4.1 **Adoption of Marks**. In the event OCP proposes to adopt any name, logo, trademark, certification mark or trade name (collectively, "Marks") (other than the OCP name and logo), for use with any Final Specification or products, processes or services that implement and conform to the requirements of the Final Specification, OCP will provide notice to its members at least 45 days in advance. OCP will take such steps as the board of directors deems necessary and proper to protect its rights under such Marks adopted for use by the OCP. In furtherance thereof, the board of directors will establish and disseminate reasonable conditions and procedures for the licensing and use of such Marks, demonstrably free of any unfair discrimination among the members or others.

4.2 **Member's Adoption and Use.** Each member agrees not to use or adopt any mark for any product, service, or published material that is likely to cause confusion as determined under applicable trademark laws with any of the Marks.

5. **Limitation on the Scope of Disclosed Information.**

Member will endeavor not to disclose or exchange information as part of OCP's activities among or with other members unless such disclosure is necessary in order to achieve the lawful purposes of the OCP as set forth in its Bylaws.