## ASSOCIATE MEMBERSHIP AGREEMENT

This Associate Membership Agreement ("Agreement") is entered into by and between _____ ("You") and Oracle America, Inc. ("Oracle") as of the date of last signature below ("Effective Date").  These terms apply to your Contribution(s) of materials to a Java Specification Request ("JSR") under the Java Community Process ("JCP"), and set out the intellectual property rights in such Contribution(s) that you grant to the Spec Lead and Expert Group of such JSR.  Upon signature by both parties, Oracle will deem you to be an Associate Member of the JCP.

## 1. Definitions

1.1 *Contribution*: any comments, specifications, code or other materials, or ideas made or disclosed to an Expert Group concerning the subject matter of the JSR.

1.2 *Expert Group*: the group of Experts who develop or make significant revisions to a Specification.

1.3 *Reference Implementation* (*RI*): the prototype or "proof of concept" implementation of a Specification.

1.4 *Spec Lead*: the Expert responsible for leading the effort to develop or make significant revisions to a Specification and for completing the associated Reference Implementation and Technology Compatibility Kit. A Spec Lead (or their host company or organization) must be a Java Community Process Member.

1.5 *Specification*:  a written specification for some aspect of a JSR.

1.6 *Technology Compatibility Kit* (*TCK*): the suite of tests, tools, and documentation that allows an implementor of a Specification to determine if their implementation is compliant with that Specification.

## 2. Your Contributions

You hereby grant to the Spec Lead and Expert Group of the JSR to which you are making your Contribution(s), a perpetual, non-exclusive, worldwide, royalty-free, fully paid-up, irrevocable, license, with the right to sublicense:

> I. Copyrights and Trade Secrets.  Under your applicable copyrights and trade secret rights which you currently have or may acquire in the future to:
>
> (a) incorporate any and all Contribution(s) provided by you hereunder into current and future versions of the JSR Specification, RI and TCK, which may include incorporation into additional JSRs and successors in accordance with the rules governing the JCP; and
> (b) copy, modify, develop (including the right to authorize others to implement your Contribution(s) when such Contribution(s) are incorporated into a Specification), disclose and distribute such Contribution(s) provided by you as part of a JSR Specification, RI and TCK in accordance with the rules governing the JCP.
>
> II. Patents.
>
> Under any applicable patent claims which you now have or acquire in the future with respect to Contribution(s) which are made by you, make, have made, use, offer to sell, sell, or import your Contribution(s) as part of a JSR Specification, RI and TCK in accordance with the rules governing the JCP. If your Contribution(s) is included in a Specification, then the above license to use such Contribution(s) as part of a JSR Specification, RI and TCK includes the right to implement such Contribution(s) as part of a compatible implementation of a JSR Specification under all your patent claims whose infringement cannot be avoided in a technically feasible manner when implementing a Specification.

You hereby grant to Spec Lead and the Expert Group of the JSR to which you are making your Contribution(s) under your applicable patents, copyrights and trade secret rights which you currently have or may acquire in the future a perpetual, non-exclusive, worldwide, royalty-free, fully paid-up, irrevocable license to use your Contributions for research and development purposes related to the activities of such Expert Group.

The rights that you grant to the Spec Lead and Expert Group under these terms are effective on the date you first submitted a Contribution to the applicable Spec Lead or Expert Group, even if your submission took place before the date you sign these terms.

With respect to your Contribution(s), you represent that:

> (i) it is an original work by you and that you can legally grant the rights set out in these terms;
> (ii) neither your employer, if any, nor any other party owns any intellectual property rights in your Contributions; and
> (iii) it does not to the best of your knowledge violate any third party's copyrights, trademarks, patents, or other intellectual property rights.

**3.  Contributor Reference.**  You hereby allow the Spec Lead and Expert Group of a JSR to which you have provided your Contributions to include your name as a "Contributor" on the applicable JSR page at jcp.com.

**4. No Obligations.** Except as expressly set forth herein, neither this Agreement, nor any disclosure of information hereunder, in any way: (i) limits you or Oracle from developing, manufacturing or marketing products or services which may be competitive with those of the other party; (ii) creates any joint relationship or authorizes you to act or speak on behalf of Oracle; or (iii) limits you or Oracle from entering into any business relationship with other parties.

**5. Term and Termination.** This Agreement shall commence on the Effective Date and, unless terminated earlier by you in your discretion (upon providing Oracle with written notice), continue for a period of one (1) year, and shall automatically renew each anniversary date thereafter until either party provides notice to the other of its intent to terminate the Agreement at least sixty (60) days prior to the next anniversary date.  In such event, the Agreement shall terminate on such anniversary date. Notwithstanding any termination or expiration of this Agreement, however, your surviving obligations shall continue to apply with respect to JSRs commenced during the term of this Agreement.

**6. Publicity.** No public announcements regarding the development of any Spec may be made by you without the concurrence of the Expert Group for such Spec, until the Spec has been released for public review.

**7. Disclaimer of Warranties and Special Damages.** INFORMATION AND ANY CONTRIBUTIONS ARE DELIVERED "AS IS", AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NON-INFRINGEMENT ARE HEREBY DISCLAIMED. NO PARTY SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES BY REASON OF ANY ALLEGED BREACH OF THIS AGREEMENT BASED ON ANY THEORY OF LIABILITY.

**8. Survival.** The parties' obligations under Sections 2, and 4 through 10 shall survive any termination of this Agreement.

**9. Government Employees.** Notwithstanding any provision to the contrary in the Agreement, use and license rights to the United States Government's interest in any applicable patent rights developed in whole or part by its employees are subject to and governed by Federal law and regulation. Terms of this Agreement are applicable to Federal employees or agencies to the extent that they do not conflict with Federal law or regulation, and if you are a Federal agency you agree to exercise whatever discretion granted to you by federal law and regulation to make such patent rights available on terms consistent with the principles of this Agreement.

**10. Miscellaneous.** This Agreement, including Exhibit A, constitutes the entire agreement between the parties concerning its subject matter, except for any license agreement between you and Oracle concerning its Java technology, which shall take precedence to the extent of any conflict between its intellectual property terms and those of this Agreement. All additions or modifications to this Agreement must be made in writing and must be signed by each party. The parties agree to comply strictly with all applicable export control laws and regulations. Any action related to this Agreement will be governed by California law, excluding choice of law rules, and instituted in a state or federal court in San Francisco or Santa Clara County, California. This Agreement may be signed in one or more counterparts.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

_____:          ORACLE AMERICA, INC:

Signature: _____ Signature:_____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

THIS AGREEMENT IS SUBJECT TO CHANGE AND FINAL APPROVAL.  FOR PRELIMINARY REVIEW PURPOSES ONLY.

**Exhibit A**
**Contact Information**
This Agreement must be executed by you and returned by email, mail or facsimile to the following:

Oracle contact for execution by Oracle:
Program Management Office
Java Community Process
Oracle America, Inc.,
4220 Network Circle, MS SCA22-330
Santa Clara, CA 95054
Phone: +1 408 404 6893
Facsimile: +1 408 521 2016

Scanned copies should be sent to pmo@jcp.org.

Please identify your contact information:


Name: _____

Email Address:_____

Telephone Number:_____

Fax Number:_____