

Oracle Contributor Agreement: Overview and Frequently Asked Questions

Overview

The Oracle Contributor Agreement (OCA) must be signed by any person or entity that wishes to contribute code or other materials to an open source project that is administered by Oracle. The overview page for the OCA can be found at: <http://www.oracle.com/technetwork/goto/oca>

OCA Administration

I want to contribute. Do I need to sign anything to get started?

Yes. Oracle requires that contributors to all of its free and open-source projects sign the Oracle Contributor Agreement (OCA) and [e-mail](#) or fax back the completed agreement. A copy of the current version of the OCA can be found at <http://www.oracle.com/technetwork/oca-405177.pdf>.

When do I need to fill out an OCA?

Before you first contribute code or any other materials like documentation, design specs, bug fixes, or graphics any contribution to any Oracle-sponsored open-source project such as the OpenJDK, GlassFish, MySQL, or others, you must first execute an OCA. This is true no matter how large or small your contribution might be. Please allow some time for the community manager to review and acknowledge your OCA.

How do I file my completed OCA? Can I do it by email?

You may send your signed and completed OCA to Oracle by by fax (number available by request), or by scanning your completed form and emailing the image to oracle-ca_us@oracle.com. Please specify the project you wish to contribute to in the subject of the e-mail.

Do I need to fill out a separate OCA for every Oracle-sponsored project to which I want to contribute? For each contribution?

No. Once you execute an OCA, it is valid for all Oracle-sponsored projects. One OCA covers all of your contributions to all of these projects. However, before you contribute to any Oracle-sponsored project you should contact the Oracle lead for that project. And remember, not all contributions will be used or incorporated into the code for the project.

What if I'm contributing on behalf of my company?

In that case, a person authorized to sign document on behalf of your company (usually a VP or higher) must sign the OCA, indicating his or her title. Please contact the Oracle project lead before submitting a company-wide OCA. Among other things, we want to understand who from your company will be authorized to make contributions.

I've previously assigned copyright in my prospective contribution to the Free Software Foundation or some other organization under their contribution policy. So I no longer have the ability to assign a joint copyright to Oracle. How can I contribute?

If you have previously assigned your copyright, you may still be able to contribute. Please contact the project lead for additional details before you contribute the same code or material to an Oracle-sponsored project.

How do I terminate my OCA?

You can stop your participation in a project at any time, but you cannot rescind your assignments or grants with respect to prior contributions. This protects the whole community, allowing Oracle and downstream users of the code base to rely on it. Oracle cannot terminate its responsibilities under the OCA either.

Benefits of a Contributor Agreement

Why does Oracle have a Contributor Agreement?

The OCA protects the integrity of the code base, which in turn protects the development community and the project's users.

For Oracle-sponsored projects (*i.e.* projects that require an OCA), Oracle acts on the community's behalf in the event of any legal challenge. This is in keeping with how other code stewards, including the Free Software Foundation, the Apache Software Foundation and the Eclipse Foundation operate. In order to represent a code base against legal challenges, Oracle needs to have copyright ownership of all the code in that project.

Consolidating ownership of the code also allows for the possibility of relicensing the whole code base should that become desirable. Having the ability to license code under a different license can be a useful tool, and not having that flexibility may be a drawback. Without aggregated copyright, Oracle would have to contact and obtain permission from every single contributor in order to license the code under a different license. Consolidating ownership in this way is a common practice in various open source communities.

The joint copyright assignment also allows Oracle to act as a bridge between different communities using the same code under different licenses. This allows the sharing of code between open source projects which might otherwise not be possible and it allows Oracle to license source code to parties who are not yet prepared to work with an open source license.

Most importantly, having joint ownership of copyright allows Oracle to offer commercial, binary distributions of the project. Without this ability, it would not be possible for Oracle to open its technologies, nor feasible to continue to invest in them as a business and employ developers working on the code.

What does the OCA do?

By executing an OCA, you

- share your copyrights with Oracle
- license any patents bearing on your contributions to Oracle
- assert that your contributions are original works
- assert that you are legally entitled to grant Oracle these rights
- assert that your contributions do not violate anyone else's rights

By accepting an OCA, Oracle

- promises that it will make your contributions available under a free or open-source software license for as long as Oracle continues to distribute them.

The OCA has been drafted in such a way as to be legally enforceable in multiple jurisdictions.

Are Contributor Agreements such as this one common?

Yes, many other open-source communities and projects have Contributor Agreements.

How does the Contributor Agreement help me?

It allows Oracle to sponsor the projects to which you want to contribute, while retaining the ability to offer commercial licenses. Without this ability, Oracle could not responsibly open source code bases such as OpenJDK or MySQL that represent hundreds of millions of dollars of investment in infrastructure, development, and governance. Moreover, the OCA lets Oracle protect community members (both developers and users) from hostile intellectual property litigation should the need arise. The community can have greater confidence that there are no hidden encumbrances with the OCA's assertions, reducing this risk, but not eliminating it.

The contributor agreement also includes an "open source covenant", or a promise that a contribution will remain available from Oracle as free and open-source software for as long as Oracle continues to distribute the contribution.

Oracle has tried to make the agreement as clear as possible. The latest revision of the OCA has no substantive changes but was written to include plain English terms. If you are in doubt about the OCA, you should seek professional legal advice.

The Contributor Agreement and Your Rights

Do I lose any rights to my contribution under the OCA?

No, the OCA only asks you to share your rights. Unlike some contribution agreements that require you to transfer copyrights to another organization, the OCA does not take away your rights to your contributed intellectual property. When you agree to the OCA, you grant Oracle joint ownership in copyright, and a patent license for your contributions. You retain all rights, title, and interest in your contributions and may use them for any purpose you

wish. Other than revoking the rights granted to Oracle, you still have the freedom to do whatever you want with your code.

Please be aware of the fact that most employment agreements require you to obtain permission to donate code, even if you have written the code after hours, and did so using your own equipment. Please check with your employer to ensure that you can assign copyright of the code as an individual, while permanently employed in a similar capacity.

What can Oracle do with my contribution?

Oracle may exercise all rights that a copyright holder has, as well as the rights you grant in the OCA to use any patents you have in your contributions. As the OCA provides for joint copyright ownership, you may exercise the same rights as Oracle in your contributions.

The OCA requires that I agree not to assert my "moral rights" What are moral rights?

Moral rights are additional rights of the creators of copyrighted works recognized in some jurisdictions, and intended to protect the relationship between an artist and his or her work. These rights remain in place even after ownership of the work is shared or transferred. Moral rights typically only apply to visual or artistic works, and not to utilitarian works such as software. They may prohibit the alteration or mutilation of a work, may protect the author's right of attribution or anonymous publication, and in general govern the artistic integrity of a creative work. It would be unusual for moral rights to apply to an open-source contribution, but in the event they do and you live in a jurisdiction that recognizes moral rights, when you sign the OCA you agree not to assert them with respect to your contributions.

Oracle gains the benefits of the aggregated code base of an entire project. I only retain the benefit of my own contribution. Isn't that unfair?

The rights you have in the aggregated code base are not determined by the OCA. Rather, they're a function of the project's license. Open-source licenses confer a lot of rights to users and developers of software. The benefits you seek are very likely available to you in the licenses of the projects themselves.

What if Oracle is acquired, or the rights to a particular code base are transferred? Do I have assurances that the party receiving these rights will continue to honor the OCA?

The OCA does not include any relicensing terms or obligations in the event of transfer of rights. But because contributors retain all their rights, there is no danger that contributions can be made exclusively proprietary. Contributors retain the ability to make sure their contributed material is always freely available.

I'm hesitant to give Oracle unlimited ability to initiate enforcement against infringers. As joint copyright holder, do I have a say whether Oracle enforces the assigned copyright?

It depends on the circumstances. In order to protect the whole community, when you agree to the OCA, Oracle gains the right to enforce its copyrights in your contributions. However, copyright ownership is shared, and not transferred: the contributor retains the freedom to make additional arrangements for their contributions as they see fit.

I'd like Oracle to give me credit for my contributions. Can I expect this?

Oracle is very grateful for the participation and enthusiasm of community members. The community lead will frequently acknowledge significant contributions using social media and conferences. However, the OCA does not obligate Oracle to offer any particular form of credit or recognition for contributions; such policies are determined by individual projects. You should consult a specific project's governance and license documentation for more information.

Do I have a say in the relicensing of my contribution and use of my granted patent rights? How can I be certain that my contributions will make their way into the "real" products and distributions that Oracle actively markets, or that they will be used only for the advancement of free software?

The OCA does not give you these assurances. But through the governance processes for each project and community, participants usually have a strong voice in how the code base as a whole evolves. Please consult the governance policies of the projects to which you contribute for specific details on how to participate.

I don't want my contribution to end up only in a proprietary product. Does Oracle promise to publish my contribution under an open-source license?

Yes, Oracle will make certain that any contributions that are published under any license, are available under an FSF or OSI approved license as well.

Can I be certain that if I contribute to a Oracle-sponsored project, I'll retain the right to contribute to other, non-Oracle projects under any license?

There is nothing in the OCA that prohibits you from contributing the same works to other projects. Remember, you are only asked to share rights, not relinquish them. Contribution policies of other projects to which you might want to contribute may restrict your ability to contribute works you've contributed to an Oracle project, or to participate in some roles if you have participated in an Oracle project. Please consult their policies for more information.

Discussing the OCA

I or my company would like to negotiate some changes to the OCA. How do I do this?

Oracle has a policy of not altering OCAs or amendments. This protects everyone equally, with the goal that no contributor gets special treatment to the detriment of other participants. If the terms of the OCA are not acceptable to you

or your company, we can discuss an alternative commercial arrangement.

How can I comment to Oracle about the OCA?

We welcome community comments and feedback. Please send your thoughts and feedback to us by email at the following email address: oracle-ca_us@oracle.com.

I see there is a Creative Commons license on the document. Why is that?

Many community members have asked us if it's OK to use Oracle's Contributor Agreement as the basis for their own. We believe we've created a best-practice document here and we are delighted for others to use it for their own open source projects. We have thus made that clear by applying a [Creative Commons attribution-share alike license](#) to the copyright of the Oracle Contributor Agreement. We would be very interested to hear from you about your views and experiences using the document and would welcome a note to say you are using it.

Does Oracle publish the names of project contributors?

Yes, Oracle reserves the right to publish a list of open source project contributors. We will not publish email address, titles, or any other private data. The list contains name, project affiliation, and sometimes a respective community username. This list is linked from our main OCA page: <http://www.oracle.com/technetwork/goto/oca>



Oracle Corporation
Worldwide Headquarters
500 Oracle Parkway
Redwood Shores, CA 94065
U.S.A.
Worldwide Inquiries
Phone: +1.650.506.7000
+1.800.ORACLE1
Fax: +1.650.506.7200
oracle.com



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