



FSTC Project Participation Terms and Conditions

By participating in the FSTC Records Management Phase 1 Project, you agree to a few simple terms and conditions of participation. These are as follows:

Management of Project

- The Project will be managed by FSTC and subject to the FSTC By-Laws.
- Each participant agrees to make the financial, in-kind or other contribution required by the attached Project Description.
- Participation in the Project will not be used for any anticompetitive purpose.
- All Project meetings will follow agendas established by FSTC.
- No cost or pricing information will be exchanged during the course of the Project.
- All public statements regarding the Project shall be approved in advance by FSTC.

Project Deliverables

- FSTC will own all rights in all materials produced during the course of the Project (“Deliverables”).
- Participants retain the right to copy and distribute original material they contribute to the Project, but FSTC has the right to distribute such materials as part of the Deliverables.
- Each participant may reproduce and distribute copies of the Deliverables and of works derived from the Deliverables within its organization.
- No member will attempt to patent any invention conceived, discussed, disclosed or referenced during the course of this project by the FSTC or project participants.
- FSTC has the right to distribute all Deliverables under “open source” standards or to dedicate them to the public domain, at FSTC’s discretion.

Participant’s Patents and Confidential Information

- Participants retain ownership of all patents developed outside of the Project.
- Participants will advise FSTC and the other participants if they believe that a license will be required under their patents to implement the Project Deliverables.
- Participants agree to license their patents now owned or later acquired on reasonable and non-discriminatory terms consistent with the ANSI Patent Policy to the extent that a license is required to implement the Project Deliverables. Participants will require anyone to whom they transfer rights in their patents to agree to grant such licenses.
- All information disclosed during the course of the Project will be deemed non-confidential unless otherwise agreed in writing by FSTC and the other Project participants receiving the information.

These terms and conditions may be modified only by written agreement with FSTC.