

# INTELLECTUAL PROPERTY RELEASE

This Intellectual Property Release Agreement ("Agreement") is made by and between \_\_\_\_\_ ("Releasor") and The Open Applications Group, Inc. (OAGi), a non-profit corporation organized and existing under the laws of the Delaware, with its principal place of business located at 400 Piazza Way, Wake Forest, NC 27587 ("Releasee") effective as of the date set forth below.

## DEFINITIONS

1. IOF Artifact
  1. Ontology-related artifact contributed or produced in support of Industrial Ontologies Foundry (IOF) (e.g., suite of reference ontologies for the industrial domain).
  2. IOF operations-related artifact (e.g., policies and procedures, best practices for ontology development).
2. IOF Artifact Contributor – any party, whether an individual or corporate entity through its employee(s), who contributed to the creation of IOF Artifacts which may give rise to intellectual property rights, whether industrial property rights (i.e., trademarks, patents, designations of origin, industrial designs and models) or copyright.

## RECITALS

WHEREAS, Releasee is a non-profit organization with the mission to reduce the cost of integration by developing inter-operable, cross-functional, cross-industry, data-model-driven, and extensible standards to meet the challenge of a rapidly-changing global digital economy;

WHEREAS, Releasor is an IOF Artifact Contributor;

WHEREAS, Releasee desires to offer IOF Artifacts, in whole or in part, free of charge to any party under MIT-style and CC BY 4.0 (or similar) licenses.

WHEREAS, to that end, Releasee desires to acquire such right, title and interest in and to IOF Artifacts as Releasor has and Releasor is willing to relinquish his absolute right, title and interest in IOF Artifacts;

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), Releasor and Releasee do hereby agree as follows:

**I. RELEASE.** Releasor hereby releases, and Releasee does accept, the absolute and unconditional right to offer IOF Artifacts, in whole or in part, free of charge to any party under MIT-style or CC BY 4.0 (or similar) licenses, and to use, employ, reproduce, distribute, and/or display IOF Artifacts. In addition, Releasee shall release Releasor from any and all liability arising out of the IOF Artifacts and waive any claims Releasee may have against Releasor with respect to the IOF Artifacts.

**II. REPRESENTATIONS.** Releasor hereby represents and warrants that he has all necessary rights required to grant Releasee unconditional and unlimited use of his contribution to IOF Artifacts.

**III. ASSIGNMENT.** The rights and obligations under this Agreement will inure to the benefit and be binding upon any of Releasor’s successors and assignees, as well as any of Releasee’s successors and assignees.

**IV. JURISDICTION AND GOVERNING LAW.** This Agreement shall be governed in all respects by the laws of the state of Delaware and any applicable federal laws. Both parties consent to jurisdiction under the state and federal courts within the state of Delaware.

**V. COUNTERPARTS.** This Agreement may be executed in counterparts, all of which shall constitute a single agreement between the parties. If the dates set forth at the end of this Agreement are different, this Agreement is to be considered effective as of the later date.

**VI. ADVICE OF COUNSEL.** Releasor acknowledges that he had reasonable and sufficient opportunity to obtain independent legal advice regarding this Agreement. Releasor covenants that he has either received such independent legal advice prior to executing this Agreement or that he has independently and willingly chosen not to obtain legal advice and is executing this Agreement without doing so.

**VII. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous understandings, whether written or oral.

IN WITNESS WHEREOF, the parties execute this Agreement as follows:

IOF Artifact Contributor  
Printed Name

By: James A. Wilson  
OAGi President & CEO

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Instructions

Print, sign, and scan this document. Attach the document to the [IP Release Form](#).