



Web Platform Documentation Site Stewardship Agreement

This Participation Agreement (“Agreement”) is entered into by and among _____ (“Steward”) and the Massachusetts Institute of Technology, having an office at 77 Massachusetts Avenue, Room E19-750, Cambridge, Massachusetts 02139-4307, USA (“MIT”); the European Research Consortium for Informatics and Mathematics, having an office at 2004, Route des Lucioles, Sophia Antipolis, F-06410 Biot, France (“ERCIM”); and Keio University, having an office at 5322 Endo, Fujisawa, Kanagawa 252-0882, Japan (“KEIO”) (collectively, “W3C Hosts”), on behalf of the World Wide Web Consortium (“W3C”), having its headquarters office at the MIT Computer Science and Artificial Intelligence Laboratory (“CSAIL”), 32 Vassar St, Room 32-G514, Cambridge, Massachusetts 02139, USA. Each of the parties to this agreement listed above shall be henceforth referred to singly as a “Party” and collectively as the “Parties.” This Agreement is binding upon all W3C Hosts upon execution by any one W3C Host, and is effective upon the latter date of signature by Steward and the W3C Host (“Effective Date”).

Recitals

W3C and Stewards, together with interested organizations and individuals in the general public (collectively with the Stewards, the “**Community**”), wish to create and maintain a high-quality, vendor-neutral Web technology center (“**Site**”) to empower the Community and Web developers and designers to learn and share information on Web development. W3C will serve as Convener and Administrator for the Site.

The Site is to be founded on three principles (“**Pillars**”) described at <http://webplatform.org/docs/WPD:Pillars>, as amended from time to time by the Community. The Community shall set the editorial direction of the Site.

Each of the Parties will contribute funding or other resources and content for the Site, as further detailed below. Stewards shall provide leadership by advising W3C on Site oversight and Community guidance. The broad influence of the Stewards, and the authoritative nature of the content they may contribute, makes this a unique opportunity to provide lasting benefit to the Community. The Site will be hosted, operated, and administered by W3C in its role as Convener.

The Parties agree as follows:

1. Purpose of Web Platform Documentation Site.

The purpose of the Web Platform Documentation Site is to serve as a high-quality, vendor-neutral Web technology center to empower the Community and Web developers and designers to learn and share information on Web development, including by hosting under an open license reference material, documentation, software tools, and discussion forums for Web developers and designers.

2. Rights and Obligations of W3C.

a. W3C shall serve as the Site’s Convener and as one of the Stewards.

b. W3C shall use reasonable efforts to provide vendor-neutral architectural and administrative leadership, and reliable hosting and maintenance for the Site.

c. W3C shall convene a Stewardship Committee from among the Stewards, as described below in Paragraph 3a, and shall be guided by consensus decisions of that body in matters of Site policy. W3C shall reasonably consider the advice of the Stewardship Committee, however overall direction shall be the responsibility of W3C. W3C shall be responsible for creating and administering the Site in compliance with the Pillars and Stewardship Committee Charter located at http://webplatform.org/docs/WPD:Stewardship_Committee_Charter (the "**Stewardship Charter**"), under transparent procedures that ensure Site decisions will be documented for review by the Stewards and the Community.

d. Within the constraints of accuracy and available resources and consistent with the Pillars, W3C shall use reasonable efforts to implement the expectations of the Community on editorial and information architecture matters.

e. W3C shall use the Stewardship Fees to further the purpose of the Site (as described in Section 1) and shall report on such expenditures to the Stewardship Committee.

f. W3C shall collect materials to be made available under a public license, such as the BSD or Creative Commons Attribution 3.0 Unported license, that permits royalty-free use. W3C shall be entitled to rely on the rights commitments of Contributors, and shall not be responsible for clearing rights.

3. Rights and Obligations of Stewards

a. Steward shall appoint one participant to the Stewardship Committee. Stewards shall abide by the Stewardship Charter. The Stewardship Committee shall provide advisory guidance to the Community and W3C on matters of Site policy. The Stewardship Committee shall make major decisions only by consensus among the Stewards, as set forth in the Charter.

b. Steward shall pay an annual fee of _____ ("Stewardship Fee"). At the sole option of W3C, Steward may substitute for some or all of the Stewardship Fee material support, such as hardware or the efforts of its employees, as determined by W3C to be substantially equivalent in value.

c. The Stewardship Committee may meet (remotely or face-to-face) from time to time to address questions within the scope of the Charter.

d. Steward in good standing may elect in writing to have its logo displayed in the appropriate areas of the Site determined by the design (including an organizational profile page) with a link to the website of that Steward's choosing.

4. Use of Names and Logos

a. No Party shall use the name of any of the other Parties (the "Owning Party"), or any variation, adaptation, or abbreviation thereof, or the name of any of the Owning Party's board members, trustees, officers, faculty members, students, employees, or agents, or any trademark owned by the Owning Party, in any promotional material or publicity related to the Site without the prior written consent of the Owning Party, which consent the Owning Party may withhold in its sole discretion. For MIT, such permission must be obtained from MIT's Technology Licensing Office. For W3C, such permission must be obtained from the W3C headquarters office at MIT/CSAIL.

b. Trademark. If a Steward elects to have its name, trademark, or logo included on the Site under Section 3d, that Steward hereby grants, on a non-exclusive and revocable basis, all rights necessary in such logo (and any other of such Steward's related trademarks) for the inclusion of such name, trademark, or logo on the Site. All goodwill, rights, and benefits in a Steward's name, logo and related trademarks arising from their use under this Agreement will inure to that Steward.

5. Copyright

a. Contributors shall license material to W3C for the Site under an unrestricted, non-exclusive, perpetual, irrevocable, world-wide, royalty-free, sublicensable, transferrable license authorizing all uses, including reproduction, distribution, creation of derivative works, public display, public performance, and public digital performance of sound recordings.

b. At the option of W3C and the Stewardship Committee, the Site may also accept materials under compatible public licenses, such as those meeting the Open Source Initiative's Open Source Definition (<http://opensource.org/docs/osd>) or Creative Commons (<http://creativecommons.org/licenses/>) terms.

6. Patent

No patent licensing obligations are incurred or arise under this Agreement.

7. Notices

All notices or other communications to or upon either Party shall be in writing and are deemed given upon delivery to the addresses of the Parties as shown below (or to such other address as the recipient has designated by written notice to the other Party). Communications in the ordinary course of business, however, which do not include notices related to this Agreement, may be sent by email and need not be copied.

8. Relationship of Parties.

The relationship of the Parties under this Agreement shall be that of a voluntary association. The Site is not a separate legal entity, and this Agreement does not create a partnership or joint venture. Neither W3C nor the Steward can bind the other or create any relationship of principal or agent.

9. Term and Termination

a. Initial Term. The initial term of this Agreement ("Initial Term") commences on the Effective Date and continues for three (3) years unless earlier terminated by consent of both Parties or as set forth in Section 9b or Section 9c below.

b. Renewal Term, Termination for Convenience. At the expiration of the Initial Term, this Agreement will automatically renew for a one-year term ("Renewal Term") upon each successive anniversary of the Effective Date. Either Party may terminate the Agreement for convenience at any time by providing at least 90 days' advance written notice to the other Party of intent to terminate this Agreement. For all Renewal Terms, the Steward agrees to pay a Stewardship Fee equal to the then-current Stewardship Fee. Upon termination for convenience by either Party, all commitments of the Parties under this Agreement will terminate, except those identified in Section 9d below.

c. Termination for Insolvency or Breach. "Insolvent" means that: (a) a receiver is appointed for a party or its property; (b) a party makes an assignment for the benefit of its creditors; (c) proceedings are commenced by or for a party under any bankruptcy, insolvency, or debtor's relief law; or (d) a party liquidates or dissolves or attempts to do so. Either Party may terminate this Agreement at any time, if the other Party becomes insolvent or materially breaches this Agreement and fails to cure within 30 days after receipt of written notice.

d. Survival. Sections 5 and 10-18 of this Agreement will survive termination, including all payment obligations that accrued during the Term. No Stewardship Fees or in-kind support provided by Steward to W3C prior to termination may be withdrawn, refunded, or returned.

After termination, a former Steward may continue to access, use, and help develop and direct the Site as a member of the Community at large (but will no longer have the rights or obligations of a Steward).

10. Representations and warranties

a. General. Each Party represents and warrants to the other that it has the power and authority to enter into and perform all duties under this Agreement.

b. Use of Trademark and Logo. Each Party represents and warrants to the other Parties that it has the power and authority to grant the rights and permissions for use of its trademark and logo as stated in Article 4.

c. Disclaimer of other warranties. Except as expressly stated above, the Parties disclaim all warranties (express, implied, statutory, or otherwise), including any warranties or conditions of product liability, fitness for a particular purpose, non-infringement, merchantability, and workmanlike effort (all of which are expressly excluded).

PARTIES MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SOFTWARE, DOCUMENTATION, OR SITE ACCESS AND CONTENT PROVIDED OR MADE AVAILABLE TO OTHER PARTIES OR THE PUBLIC, OR WITH RESPECT TO ANY STANDARD ENDORSED BY W3C OR THE SITE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT SOFTWARE AND DOCUMENTATION DOES NOT INFRINGE THE PROPRIETARY RIGHTS OF THIRD PARTIES, INCLUDING PATENTS, COPYRIGHTS AND TRADE SECRETS. THE STEWARD AGREES THAT ALL SOFTWARE AND DOCUMENTATION SHALL BE ACCEPTED BY STEWARD "AS IS."

d. Exclusion of non-direct damages. No Party will be liable to any other Party or to any third party for exemplary, incidental, indirect, special, punitive, or consequential damages of any kind arising out of or related to this Agreement, including for loss of profit, savings, or revenue, or the claims of third Parties, whether or not advised of the possibility of such loss, however caused and on any theory of liability.

e. Limited liability. The maximum, aggregate liability of any Party and its affiliates to all other Parties and to any third parties for all claims related to this Agreement is limited to direct damages incurred in reasonable reliance, in an amount not exceeding \$100.

11. Assignment.

Neither this Agreement nor any rights hereunder, in whole or in part, are assignable by the Steward without the prior written consent of the W3C. Any attempt to assign the rights, duties or

obligations under this Agreement by the Steward without such consent shall be a breach of this Agreement and shall be null and void.

12. Entire Agreement.

This Agreement embodies the entire understanding of the Parties with respect to participation in the Site, and cancels and supersedes any other agreements, oral or written, entered into by the Parties hereto as to its subject matter. In case of conflict between this Agreement and the Stewardship Charter, the language of this Agreement governs.

13. No Modifications.

This Agreement may be amended only by a writing signed by W3C and the Steward.

14. Severability, Waiver.

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect. The Parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and commercial effect of the provision held to be invalid. The waiver by a Party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

15. Governing Law.

This Agreement shall be deemed to have been entered into and shall be interpreted and governed in all respects by the laws of The Commonwealth of Massachusetts and the United States of America.

16. Translations.

In the event that any translation of this Agreement is executed by the Parties, the English language version shall be the official version and shall govern if there is conflict between the two.

17. Dispute Resolution.

All disputes between or among the Parties arising out of, or relating to, this Agreement, or the breach, termination or invalidity hereof, whether before or after termination hereof, shall be resolved in accordance with this Section.

A. **MEDIATION.** If a dispute arises between or among the Parties, any Party may notify the other of its desire to mediate the dispute. The mediation shall be conducted by a single mediator in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Model Law on International Conciliation and shall be non-binding. The Parties shall mutually agree upon a location for the mediation. If they cannot agree upon a location, the mediation shall be conducted by telephone or video-conference. The expenses of the mediation shall be borne equally by the Parties, but each Party shall be responsible for its own counsel fees and expenses.

B. FAILED MEDIATION. If the dispute is not resolved by mediation within forty-five (45) days after commencement of mediation, each Party shall be entitled to pursue any right or other legal remedy the Party may otherwise have.

18. Force Majeure.

No Party shall be liable to any other party for failure to perform any of its respective obligations imposed by this Agreement provided such failure shall be occasioned by fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, governmental interference, civil commotion, riot, war, terrorism, strikes, labor disturbance, or any other cause beyond its reasonable control.

Agreed and accepted:

W3C Host, on behalf of the World Wide Web Consortium (W3C) _____	Steward (input entity's complete corporate name) _____
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
Address:	Address:
Copy To: World Wide Web Consortium MIT Computer Science & Artificial Intelligence Laboratory 32 Vassar St Room 32-G514, Cambridge, MA 02139-4307 USA Attention: Susan Westhaver Phone: + 1-617- 253-7970 Fax: + 1-617- 258-5999 Email: susan@w3c.org	Copy To: