

Memorandum of Understanding between NAME and OASIS Open

In order to provide the _____ industry with a single, trusted place for advancing _____-related open standards and open source development projects, the NAME (XYZ), a nonprofit _____ organized under the laws of _____, and OASIS Open (OASIS), a nonprofit corporation organized under the laws of the State of Pennsylvania, USA, will collaborate to [launch and promote the proposed _____ OASIS Open Project (Proposed Project) as a [newly] joint project described as a Managed Open Project (the MOP).

To that end, XYZ and OASIS intend to proceed as follows:

1. Scope. During the Term of this MoU, XYZ and OASIS will promote the work of the Joint Project as an OASIS Managed Open Project, which will operate and administer its program under the OASIS Open Project Rules (the Rules).

2. Term. This MoU shall remain in force for ____ years (the Term) starting from the effective date set forth below, or, if later, the date on which a copy of Exhibit A has been signed and delivered by both parties to the other. This MoU may be renewed for an extended defined Term if both parties agree in writing to an extension. The parties will meet to confer on the status of the matters described in this MoU approximately 6 months before each scheduled expiration of the Term or extended Term.

The parties acknowledge that, after the end of the Term, all contributions made to the MOP and all Published Outputs during the Term, will be perpetually available under their designated open source licensing, as provided in the Rules; and additional rights to use, publish or derive from those works shall be as provided in Section 8 of this MoU.

3. Naming and branding. The name of the MOP will be:

XYZ-OASIS [Project Name]

The MOP will be listed in the roster of OASIS Managed Open Projects and its long-form references will be described as:

XYZ-OASIS [Project Name]: An OASIS Managed Open Project

Deliverables of the MOP will conform to the templating requirements for OASIS Managed Open Projects. OASIS will consult with XYZ on the template(s), which:

- shall be consistent with the terms of this MoU;
- shall be finalized prior to the launch of the first MOP publication;
- shall include required style, logos, source information and required notices,

- once finalized, may only be changed for this program by agreement between OASIS and XYZ (and in consultation with the PGB); and
- will be primarily utilized by the Open Project editors and maintainers and administered by the OASIS Project Administrator, all as provided in the Rules.

At the end of the Term, if it occurs, the name of the MOP will revert to _____, unless otherwise agreed in advance by both parties as well as the PGB.

4. XYZ's role. XYZ will [participate] in the MOP as a _____. XYZ also will [*** describe intended marketing and economic relationship ***] for the MOP in cooperation with the PGB and OASIS.

5. OASIS' role. OASIS will continue to fulfill its conventional roles as legal and technical host, administrator, and publisher of all Open Projects, including the MOP and its tools, licenses, outputs, and funds, all as provided by the Rules and OASIS administrative practices. OASIS also will provide event management services to the MOP in cooperation with the PGB and XYZ. Additionally, OASIS and XYZ will cooperate in encouraging suitable new proposed open community projects related to _____ to leverage the existence and opportunity for work within the MOP. OASIS will endeavor to support XYZ, through any branding and messaging done by OASIS, in the message that although they are the managers of the process, this work is part of XYZ's program of work and can be separately displayed as such.

6. PGB's role; Development priorities. The parties acknowledge that, under the Rules, primary decision-making power for the MOP will continue to reside in the PGB. The parties intend and request that:

- [the MOP maintain its primary focus on _____-related [open standards/code/whatever] development,] as governed by its PGB; and
- [The PGB deliver quarterly written reports summarizing the MOP's activities, suitable for sharing with the board of directors of both XYZ and OASIS, and (except for any portions designated as confidential) broadly with the membership of both parties.]

7. Distinct entities and retained separate rights. The relationship between XYZ and OASIS is that of independent entities. Nothing in this MoU or the activities conducted hereunder shall be construed to constitute either party as an agent, employee or partner of the other party. Neither party shall have authority to act for or to bind the other party in any way, to make representations or warranties or to execute agreements on behalf of the other party, or to represent that it is in any way responsible for the acts or omissions of the other party.

XYZ and OASIS each retain the full right to conduct such other operations, projects and other activities of any type as they may elect, so long as the explicit agreed terms of this MoU are not breached. Neither party is obligated to require other of its programs, members, contributors or other stakeholders to participate in the MOP. No other rights, obligations, licenses, transfers or other agreements exist between the parties other than as explicitly provided in this MoU, except as it may be explicitly amended in writing signed by both parties.

8. Intellectual Property. In accordance with the Rules and their licensing practices, all contributions (as described in the Rules) of materials or work into the MOP shall be licensed under a specified open source license, and thus freely available under those terms for other uses and derivations by each other and any party as provided by those licenses. However, the logos and marks of either or both organizations may only be applied to outputs and works of the MOP as published according to the provisions provided herein (Published Outputs), and during the Term, as it may be extended. Neither party may apply the other's logo or a claim of the other's endorsement to any derivative, fork or implementation of the MOP's Published Outputs without the express written permission of the other party. Subject to the foregoing:

1. OASIS agrees to the co-publication or later publication by XYZ, at its option, of complete, accurate and unforked versions of any of the MOP's Published Outputs, conforming to the templates provided herein;
2. XYZ agrees to the use of its designated logo and name in the MOP's Published Outputs as provided in the templates agreed under this MoU; and
3. License agreements necessary for the foregoing are documented, mutually signed, and delivered by XYZ and OASIS in the form of Exhibit A, as a condition to the commencement of the Term.

The provisions of this Section 8 shall survive the expiry or termination of this MoU.

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9. This MoU and Further Agreements. This Memorandum of Understanding is a nonbinding statement of intent regarding the programs and actions described above, negotiated and intended between the parties to confirm to each other their mutual plans. Any changes to this MoU or any binding legal agreements shall only be effective if made in writing and signed by both parties.

Date of this MoU: _____, 2021

NAME

By _____
Its [officer]

OASIS OPEN

By _____
Its Executive Director

EXHIBIT A

[JOINT TRADEMARK USE LICENSE AND CONSTRAINTS]