

The Open Group Invited Guest/Invited Expert Non-Disclosure and Intellectual Property Agreement

The completed and signed declaration may be sent to the attention of The Open Group Legal Unit by email to legal@opengroup.org.

The purpose of this agreement is to set out the terms on which Invited Guests or Invited Experts¹ are permitted to attend an Open Group meeting, receive related information ("The Open Group information"), and make Contributions where applicable.

You are attending as an: **Invited Expert** [] **Invited Guest** [] (tick one box)

Forum / Work Group Name: _____

If attending as an Invited Guest, you are only permitted to attend a single meeting.

Enter the date of the meeting: _____

If attending as an Invited Expert, please fill in the following:

Specific Activity: _____

Duration: Start Date _____ End date _____

You shall keep confidential all The Open Group information and all matters discussed during the meeting(s). You shall not disclose any of the same to any third party, nor reproduce or transmit or store in any retrieval system any of The Open Group information in any form or by any means whatsoever.

Exceptions to the above include:

- Disclosure to individuals in your organization, who agree to be bound by this non-disclosure, is permitted for purposes of evaluating membership benefits.
- Information that was in the public domain at the time of the disclosure
- Information which, though originally Open Group information, becomes part of the public knowledge through no fault of the receiving party.

Where copyright is not acknowledged, all materials must be treated as Copyright © The Open Group. In the event you wish to provide The Open Group with oral or written suggestions or comments ("Contribution") to be used in its deliverables ("Deliverables"), you grant The Open Group who shall be the sole owner of the Deliverables, a non-exclusive, irrevocable, worldwide, royalty-free license, under your copyright rights to display, perform, copy, distribute and create derivative works of Contributions included in the draft or final form of the Deliverables in any manner and via any media, without reference to the source. In addition, you also grant to The Open Group the right to sublicense to third parties the rights to copy and distribute Contributions when incorporated in the publicly available Deliverables. You acknowledge that The Open Group is under no obligation to use Contributions in any version of the Deliverables. The Open Group shall give authorship credit to you for your contribution to the Deliverables.

This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to the conflicts of laws provisions therein.

Your signature signifies acceptance of terms and conditions of this agreement.

I hereby acknowledge and accept the above:

Representative of: _____

Signature: _____ **Date:** _____

Name: _____ **Title:** _____ **Email:** _____

¹ The criteria for Invited Guests and Invited Experts, the designation thereof and the permitted participation is defined in section 9 of The Open Group Standards Process <http://www.opengroup.org/standardsprocess>