

Overview of the OPCF Multi-Organization Cooperation Agreement (MOCA) | v1.01

Collaboration between two or more membership-based organizations raises key questions about *governance*, *intellectual property* and *risk allocation*. The MOCA attempts to address these potentially complicated questions in a straightforward way.

Governance. The collaborating parties are required to develop a Charter, based on a well-established template, that creates a work plan and decision-making framework for the collaborative work. All participants must follow Working Group Guidelines and a Code of Conduct that embody widely-accepted principles of appropriate behavior in international standards setting environments. The MOCA also clarifies a couple of key business points, leaving compliance testing out of scope and requiring parties to get permission to use the name of another party in public messaging.

Intellectual property. Intellectual property rights-related issues, tricky even when only one organization is involved, become more complex when different IPR policies are in play. Some key points:

- Every organization gets a broad copyright license to the collaboration deliverables. This means that each org can take the deliverables, adopt them as their own, and independently create derivative works of them in the future.
- As one step to address patent licensing issues, the OPCF IPR Policy is intended to apply to the collaborative activity and its deliverables. Under this policy, participants agree to license to *all* implementers those essential claims that read on implementations of a final specification on royalty free and otherwise reasonable and non-discriminatory (“RAND-Zero”) terms. Recognizing that organizations usually can’t commit to license terms on behalf of their members, the MOCA asks that orgs simply inform their members of this intent, and OPCF will separately ask each participating entity to acknowledge application of the OPCF IPR policy.
- To address the risk that a key patent owner is not at the table and thus committed to the RAND-Zero terms, participating organizations are asked to notify the other participating orgs of specifically known patent licensing gaps (if any), which will then be addressed on an ad hoc basis by counsel.
- Participating organizations are free to adopt deliverables as their own specifications, also bringing those deliverables under the purview of the org IPR terms for that org’s members. If an org makes changes to a spec, its own IPR terms apply of course, but the IPR license commitments that attach to the deliverables under the OPCF IPR terms do not apply to changes made independently by an organization.
- Each party’s name and logo will be used in connection with release of the original deliverables, but other uses of a party’s marks must be approved by that party.

Risk allocation. The MOCA is intended to be low risk for participating organizations. Participants provide materials “as is” – i.e., with no warranty. No money damages are available, so any disputes would be about changing behavior, not monetary liability. If not resolved amicably, disputes would be arbitrated by the International Chamber of Commerce, Paris.

Questions about the Multi-Organization Cooperation Agreement can be directed to
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