

## Memorandum of Understanding (MoU) for ClearlyDefined Collaboration

The parties:

**Open Source Initiative**, domiciled at 8605 Santa Monica Blvd, PMB 63639, West Hollywood, CA 90069-4109, United States, referred to as "**OSI**" in this document, represented by **Deb Bryant**,

and

**AboutCode Foundation**, domiciled at Rue des Pères Blancs 4, 1040 Bruxelles, Belgium, referred to as "**AboutCode**" in this document, represented by **Philippe Ombredanne**,

given that:

- **OSI** is a well-reputed, global scope non-profit organization with a mission to educate and advocate for the benefits of Open Source and to build bridges among different constituencies in the Open Source community.
- **Open Source licensing** of software packages is complex and lacks clarity. A modern application typically embeds thousands of software packages with hundreds of different licensing terms that may all require review. The lack of clarity impedes adoption of Open Source software.
- **OSI** retains ownership of the **ClearlyDefined** project<sup>1</sup> as an incubator project.
- **ClearlyDefined**'s mission is to create a global and open database of licensing and other metadata for Open Source software components to bring clarity to Open Source software package licensing, origin, and other metadata.
- **ClearlyDefined** database is large and complex, and its supporting software systems require extensive resources for maintenance and operations.
- **ClearlyDefined** relies extensively on the ScanCode tool by **AboutCode** to scan Open Source software for origin and license information.
- **AboutCode** is the original creator and maintainer of the ScanCode tool used by **ClearlyDefined**. **AboutCode** is a well-reputed open source community, incorporated as non-profit, public benefit organisation with ample experience designing and architecting Open Source tools for analysing and organising software and the webs of components each software package depends on, providing significant advancement for software supply chain and license compliance across the software ecosystems.
- **AboutCode** co-founders **Philippe Ombredanne** and **Thomas Steenbergen** are two of the original co-founders of the ClearlyDefined project at **OSI**.
- **AboutCode** has devised a **ClearlyDefined Collaboration** plan to support, maintain and operate the **OSI's ClearlyDefined** project and wishes to work on this project in the public interest, furthering the open data and open source software goals of **OSI** and **ClearlyDefined**, working in collaboration with the **ClearlyDefined** community of adopters and contributors, and in accordance with **ClearlyDefined** project's charter.<sup>2</sup>
- **OSI** believes that this **ClearlyDefined Collaboration** proposal falls within its mission, and wants to facilitate such a contribution and operation of the ClearlyDefined project and delegate ClearlyDefined operations to **AboutCode**.

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<sup>1</sup> <https://opensource.org/programs/clearlydefined>

<sup>2</sup> <https://docs.clearlydefined.io/docs/community/charter>

agree to the following:

1. **AboutCode** is voluntarily undertaking the **ClearlyDefined Collaboration**, and is solely responsible for all aspects of the **ClearlyDefined Collaboration** including planning, coordination, and execution involving users, adopters, contributors, and partners.
2. The name, logo, and marks of the **ClearlyDefined** project constitute important valuable assets of **OSI**. **OSI** is willing to authorize the use and development of these assets by **AboutCode** as needed to operate **ClearlyDefined** under this MoU.
3. All **AboutCode** enhancements and additions to **ClearlyDefined** code are to be made openly available to the general public under the project's current MIT License.
4. All **AboutCode** enhancements and additions to **ClearlyDefined** data are to be made openly available to the general public under the project's current CC0-1.0 License.
5. **OSI** and **AboutCode** agree that no consideration or money is exchanged under this MoU and that neither **OSI** nor **AboutCode** have any obligation to pay or receive money as part of this MoU.
6. As the signatory of this MoU, **Philippe Ombredanne** shall act as official point of contact in the context of this **ClearlyDefined Collaboration**; it is the responsibility of **Philippe Ombredanne** to notify **OSI** in case of any changes or issues.
7. **AboutCode** commits to keep **OSI**, the **ClearlyDefined** project, and its community up to date with progress made within the **ClearlyDefined** project at least every three months and will maintain public status pages for the **ClearlyDefined** project to keep the wider internet community informed. **AboutCode** may send non-public updates about the status of the **ClearlyDefined** project to **OSI**, where its only interest is the public benefit that is the result of the **ClearlyDefined** project succeeding in reaching its goals. **AboutCode** further commits to operate the **ClearlyDefined** project according to and in respect of its official and published governance charter.
8. The validity of the Memorandum of Understanding is two calendar years (twenty four months) from the date of signing, and will be tacitly renewed indefinitely.
9. This MoU can be terminated for any reason by either **OSI** or **AboutCode** with a six months' advanced notice to the other party.
10. Any amendment to the MoU only changes the validity period if it explicitly establishes a new time frame, otherwise the original validity period stays intact.
11. **OSI** and **AboutCode** may issue one or more individual or joint public statements announcing the **ClearlyDefined Collaboration**. **AboutCode** is also encouraged to visibly and vocally acknowledge this MoU where possible - e.g. the public Web, promotional materials, presentations, conferences, the credits section of software, and in source code.
12. This Memorandum of Understanding shall not be construed as any kind of employment agreement or business contract. Neither **OSI**, nor **AboutCode**, nor any of the organisations involved with **ClearlyDefined** projects receive any goods or services as a result of this MoU. There is no exchange of consideration.

Date:

On behalf of **Open Source Initiative**

On behalf of **AboutCode Foundation**

**Deb Bryant**

**Philippe Ombredanne**