Brand Program Documentation

Interoperability Program

The Open Group

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Brand Program Documentation

Interoperability Program

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Preface

This document defines the Interoperability Program offered by The Open Group as part of the Open Brand program.

This document does not provide a detailed description of the Open Brand program (available in the *Practical Guide to the Open Brand*[1]), nor does it cover the interoperability aspects of Product Standards; these are described in general in each relevant Product Standard and in the specific details of the Conformance Statement that is provided for each Registered Product.

Nothing in this Interoperability Program in any way reduces or affects the obligations or rights imposed by the Trademark License Agreement (TMLA)[2] on a vendor of a Registered Product to ensure that said Registered Product conforms to the applicable Standards of Quality required by the TMLA and that it will continue to do so for as long as it remains a Registered Product.

It should be noted that it is entirely possible that during the Conciliation or Mediation processes of this Program a non-compliance in a Registered Product may be discovered. The resolution of such non-compliance will continue to be handled within the scope of the TMLA. TMLA Sub-clauses 4.10 and 4.11 deal, among other matters, with the obligations of Licensees to ensure adherence to the Standards of Quality and the procedures required for the resolution of any non-compliance, however discovered.

The Interoperability Program is non-exclusive of other avenues which the parties (customers and vendors) may have to resolve their interoperability and conformance disputes. Nothing in the Interoperability Program alters any contractual obligation between or among the parties.

For more information, see The Open Group web site at *http://www.opengroup.org*.

1. Open Group Brand Program Documentation, January 1998, Practical Guide to the Open Brand (ISBN: 1-85912-265-5, X981).
2. Open Group Brand Program Documentation, January 1998, The Open Brand Trademark License Agreement, (ISBN: 1-85912-275-2, X982).

Chapter 1

Introduction

In the day-to-day business of support, vendors may experience product defects reported by a customer. Support personnel are skilled and experienced at resolving customer support issues as long as only their own products are involved.

However, when multiple products from different vendors are required to interoperate, the scale and complexity of identifying the cause of any issue that may occur and resolving it become significantly greater. In addition, issues tend to surface when the products are about to enter production use, which puts much more time pressure on those attempting to resolve the issues.

For example, a situation may occur where a technology has not been sufficiently specified and two (or more) vendors have interpreted an ambiguous area differently, with the result that their products do not interoperate, causing an issue for the customer's application. Neither vendor is wrong, but the customer has a set of products that do not interoperate.

Technical difficulties may lead to operational difficulties, such as getting all relevant parties to participate in the resolution. One of the solutions (besides a strict single-vendor procurement policy) is to employ a general contractor for operation of the multi-vendor installation. While inducing additional cost, this only pushes the resolution to another owner. The general contractor still faces the same problem as the customer in trying to resolve the interoperability issue. The strategy does not address the basic problem of how to properly involve all other parties in the resolution efforts.

Issues may surface not only on the buy-side, but vendors may experience incompatibilities before customers detect them. Vendors also need to work with other parties to resolve interoperability issues in a fair and consistent way, preferably for all locations worldwide. In such circumstances the vendor may desire an independent forum to reach closure on the ambiguity or contention between multiple products.

The Open Group expects that the vast majority of multi-party issues will be resolved in the context of vendor support of the customer. However, in circumstances where this is unsuccessful, the independent forum provided by the Interoperability Program may be desired or required.

The goal of the Interoperability Program is to assist customers and vendors in reaching consensus decisions in these circumstances. If the participants in the Interoperability Program fail to reach a consensus and all criteria have been satisfied to reach a conclusion, The Open Group will use reasonable efforts to render a decision to resolve the particular issue for the particular circumstances, publishing an Interoperability Recommendation through The Open Group's normal processes and communicating the Interoperability Recommendation to the appropriate standards revision processes.

1.1 Program Objectives

The objectives of the Interoperability Program are to extend the Open Brand program by providing:

- Interoperability between multiple Registered Products
- An independent forum for vendors who are attempting to resolve certain interoperability issues
- Mediation when consensus cannot be reached on resolving an interoperability issue
- A rapid and deterministic process to resolve interoperability issues involving Registered Products
- An Interoperability Recommendation published on a global scale, thus helping to reduce divergence and duplication of effort

The Interoperability Program is not intended for:

- Resolution of individual customer-vendor support issues in isolation
- Resolution of interoperability issues or other problems relating to functionality that is beyond the scope of conformance as defined by the applicable Product Standards

1.2 Benefits of the Program

Through the Interoperability Program, both customers and vendors can benefit as follows:

- Customers may save time and money by pre-agreed cooperation of vendors on issue resolution, backed by a legal framework, both for internal and for inter-company interoperability issues.
- Vendors can rely on the participation of other vendors of Registered Products in an efficient, consistent, and fair resolution of interoperability issues.
- Vendors can gain increased added-value for their products by registering them to a Product Standard that includes this Interoperability Program.
- Customers can benefit by simply referring to the Interoperability Program in their procurement terms and conditions.

1.3 Conciliation

Conciliation consists of a third party (in this case The Open Group) gathering information with two (or more) parties in resolving a dispute, disagreement, or issue between them. The parties include product vendors, customers purchasing those products, and related third-party product and/or service vendors. The third party's role is to facilitate an honest and open discussion that will result in balanced and informed decisions.

Those who are aware of the issue—customer or vendor—should endeavor to involve all of the relevant vendors who have Registered Products. It would be inappropriate, for example, where there are Registered Products from four vendors involved with the specific issue for only two to participate in the issue assessment and Conciliation. All four must be involved in the process.

The goal of the Conciliation process is to reach an understanding of the issue and to achieve a consensus solution to it. If the parties fail to reach consensus, Mediation is a means to a resolution with the decision process being managed by an independent party.

1.4 Mediation

In the event of the parties failing to reach agreement in the Conciliation process, the avenue of last resort for resolution is for The Open Group to render a recommended solution using any and all reasonable means at its disposal. The Mediation process does not require the active participation of the customer or vendor(s), but is conducted via internal processes. However, during this process the representative of The Open Group may require further input from the participants.

Chapter 2

Operation of the Program

Before invoking the Interoperability Program, steps need to be taken to address issues using existing support mechanisms.

The Open Group does not seek to provide specific guidance or place requirements on how customers and vendors conduct their business prior to reaching the point of requesting the assistance of The Open Group, as the process and level of support varies from company to company and location to location. Nonetheless, both customers and vendors are required to attempt to address the issue by using their existing mechanisms.

The service offered by the Interoperability Program is the exception process, to be invoked when support processes fail to produce a resolution. Therefore, the Conciliation and Mediation processes are a means of last resort, and should be requested only when all other avenues of resolution, short of litigation or other legal processes, have been explored and exhausted.

If a vendor of a Registered Product is required to participate in the Interoperability Program but fails to comply with the obligations set forth in this document, the vendor will be considered to have failed to meet the conformance requirements for that Registered Product and the relevant provisions of the TMLA will apply as normal.

2.1 Scope

The scope of interoperability is defined by the particular Product Standards for which participation in the Interoperability Program is a conformance requirement for a Registered Product.

Each Product Standard that mandates participation in the Interoperability Program will do so by specific reference.

2.2 Sequence of Steps

The Interoperability Program consists of the following sequence of steps:

- Attempted resolution of the issue by normal support procedures
- Invocation of the process by a Requester
- Decision by The Open Group to start the process
- Conciliation facilitated by The Open Group
- If necessary, Mediation by The Open Group
- Interoperability Recommendation made publicly available by The Open Group with identifying information removed
- Vendor's intended handling of the issue and the Interoperability Recommendation made available to the Requester and The Open Group

- Fix, where appropriate, delivered to the Requester for the specific issue

2.3 Responsibilities of Parties

2.3.1 The Open Group

The Open Group is a third party in the Conciliation and Mediation processes. The processes provide the framework to assist the vendor in providing conformance and interoperability, and The Open Group operates the process to conduct Conciliation and, if necessary, Mediation of issues. An appointed representative of The Open Group provides facilitation of the Conciliation and Mediation processes and manages the involvement of any required technical experts to achieve a decision via Mediation.

All efforts are ultimately directed at remedying the customer's issue. However, despite the fact that the customer may instigate Conciliation, the vendors participating need to be able to freely argue their case without the potential fallout from the customer's perception of their argument. Therefore, unless the customer is a vendor, the customer is not a direct participant in the Conciliation and/or the Mediation processes. The vendor(s) do not participate in the Mediation process. The Open Group's representative will represent the customer and will endeavor to keep the customer informed as to progress and timeframes.

2.3.2 The Requester

Customers and vendors with Registered Products in the Interoperability Program are able to invoke the process (the Requester).

The obligation placed upon the Requester is to use the process appropriately—the process is not designed to remedy single customer-vendor conflicts or general support problems.

Vendors can invoke the process if there is evidence of an interoperability issue affecting Registered Products.

Before invoking the Conciliation process, the Requester is required:

- When the Requester is a customer, to have in place some form of support arrangements (such as maintenance contracts) with the vendor(s) involved; without invoking the available support covering the specific product(s), Requesters will not meet the entry criteria of the Interoperability Program
- To supply evidence that all normal avenues of recourse with involved support organizations have been exhausted (short of litigation or other legal processes)
- To provide to The Open Group, if required, access to the affected systems, or to alternate systems that clearly demonstrate the interoperability issue

2.3.3 The Vendor

Upon application to register a product to a Product Standard that requires the Interoperability Program, a vendor must confirm its acceptance of the procedures of the Interoperability Program. The completion of registration binds the vendor to participate in all aspects of the Interoperability Program for as long as the vendor's product remains a Registered Product.

The vendor is required:

- To participate in the Conciliation process and cooperate with The Open Group in Mediation when the Requester has identified one or more interoperability issues with the vendor's

Registered Products

- To provide to the Requester and The Open Group, within 30 days of the publication of the Interoperability Recommendation by The Open Group, its intended handling of the issue and the Interoperability Recommendation

2.4 Third Parties

When a third-party product is believed to be materially affecting the interoperability issue, The Open Group will determine whether the specific issue is appropriate for Conciliation and whether the third party should be brought into the process. If contact can be made (that is, an appropriate representative for the product is located), The Open Group will issue an invitation to the third party to participate and will supply a standard non-disclosure agreement for execution by the third party (see Appendix B).

If the representative of the third-party vendor executes the non-disclosure agreement with The Open Group and thereby agrees to take part in the Conciliation and/or Mediation process, the third-party vendor becomes part of the specific issue resolution process, and is included in the definition of vendors used herein.

2.5 Stepping Through the Process

This section details the process in a time-ordered sequence. The times given in this section are the objectives of The Open Group in facilitating an invocation of the process. The times may be modified by The Open Group after consultation with the parties involved.

2.5.1 Prior to Invocation

All parties are expected to have completed the actions deriving from their responsibilities as defined in the previous sections.

2.5.2 Request for Conciliation

After all normal avenues for issue resolution have been explored, a Requester who is experiencing an interoperability issue between Registered Products may submit a Request for Conciliation to The Open Group.

2.5.3 Determination of Request for Conciliation

Upon formal notification of a Request for Conciliation via email, facsimile, or courier, The Open Group will determine whether the Interoperability Program is appropriate, and will check that the Entry Criteria (see Section 2.6.1 on page 10) have been satisfied. For this purpose, The Open Group will assign a representative who will determine acceptance of the request within three business days.

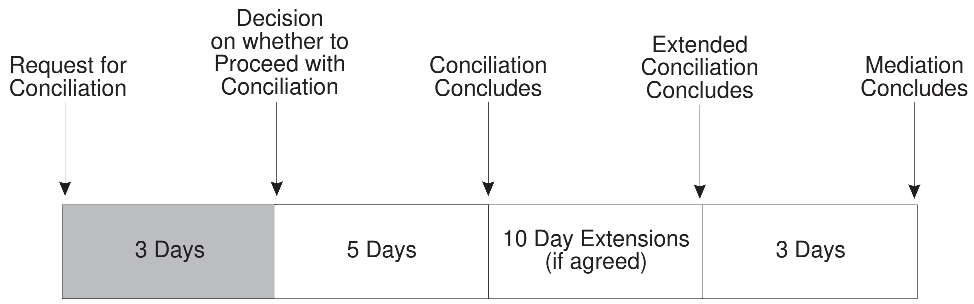

Figure 2-1 Time to Start the Interoperability Program

If it is decided to refuse Conciliation, The Open Group representative will deliver a report to all parties involved stating the rationale. Further, a summary of the issue and rationale will be published (with identifying information removed) on The Open Group web site at *http://www.opengroup.org*.

2.5.4 Conciliation

After taking the decision to enter Conciliation, a team of representatives and experts from the relevant vendors will be formed under the guidance of the representative of The Open Group. For this, the representative of The Open Group will involve the person(s) identified for Conciliation with respect to the Registered Product(s), or their named substitute, from each of the respective vendors.

If The Open Group requires further input to this process (for example, by submission of source code or supporting documentation), the relevant vendors will respond to reasonable requests for further information, provided that they have the right to supply it, at the vendor's own expense, using email, facsimile, or courier. All materials will be held in confidence and The Open Group will not disclose confidential material without written approval from the provider of the relevant materials.

At the request and expense of any vendor involved in the invocation of the process, all confidential material they provide to The Open Group will be returned at the conclusion of Conciliation or Mediation.

The Open Group will provide all relevant, non-confidential information that it has available on this Conciliation request to the representatives of the participating companies, before the start of the Conciliation discussions. The information will include the application to invoke the Program as filled in by the Requester (see Appendix A).

Telephone conferences and email, facsimile, or courier communication will be used in preference to actual meetings.

If The Open Group representative needs to travel to any party's site to gather information, he or she will do so on the basis of all reasonable travel costs being refunded to The Open Group with the costs shared equally by the participants, or as otherwise unanimously agreed by all participants, in the Conciliation process.

2.5.5 End of Conciliation

When unanimous agreement of the participants to a recommended resolution for the issue has been achieved, the Conciliation process terminates. The Open Group representative will publish the determined solution, as an Interoperability Recommendation, to the parties involved and (with identifying information removed) on The Open Group web site at *http://www.opengroup.org*.

Where no agreement has been reached, Conciliation may be extended for one or more ten-day periods if all parties, including the Requester, unanimously agree to it. At the end of any ten-day extension, all parties, including the Requester, must agree again for any further extension to be approved.

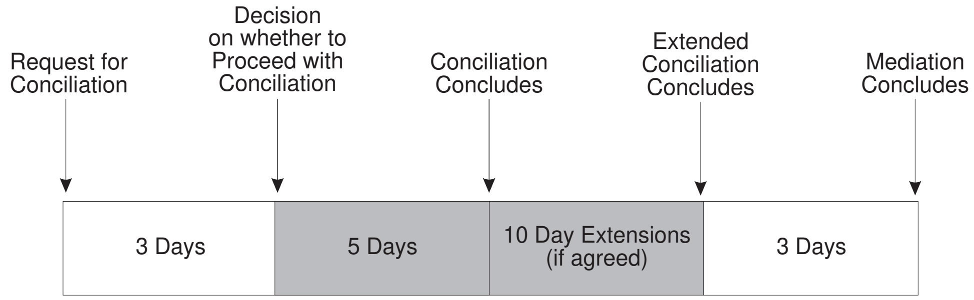

Figure 2-2 Time to End of Conciliation

2.5.6 Mediation

If Conciliation has concluded and a solution has not been found, The Open Group will conduct the Mediation process in good faith to achieve an appropriate solution, unless the Requester explicitly directs The Open Group not to proceed with the Mediation process. The Open Group will render a technical decision within the prescribed period of time using technical experts of its own choosing.

The result of Mediation is an Interoperability Recommendation which will be delivered to the relevant parties via email, facsimile, or courier, with a request for confirmation of receipt, and the result will be published (with identifying information removed) on The Open Group web site at *http://www.opengroup.org*.

The Interoperability Recommendation published as a result of the Mediation process may contain an Interpretation of a standard (see the *Trademark License Agreement (TMLA)*, Schedule 4, Paragraph 7). Interpretations may be appealed using the process detailed in the *Trademark License Agreement (TMLA)*, Sub-clauses 4.13 and 4.14. The Open Group may further develop recommendations and clarifications to the underlying technical standards for consideration by the standards revision process.

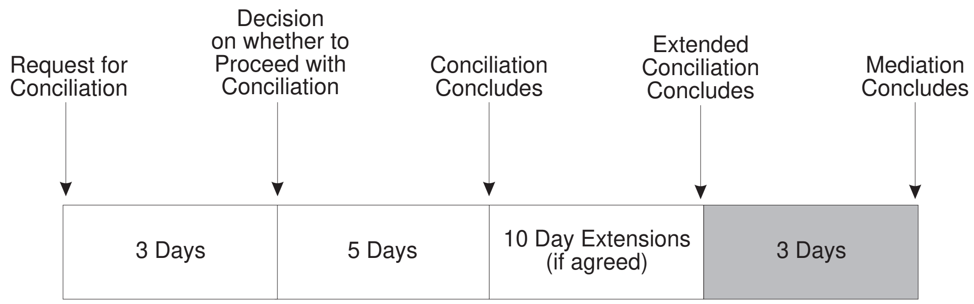

Figure 2-3 Time to End of Mediation

2.5.7 Post-Resolution

After Conciliation or Mediation is concluded, the affected vendor(s) must provide to the Requester and The Open Group, within 30 days of the publication of the Interoperability Recommendation by The Open Group, their intended handling of the issue and the Interoperability Recommendation.

The Open Group will forward the Interoperability Recommendation to the appropriate specification owner (maintainer) for consideration in formal ratification processes, and to the Requester. The Open Group will also maintain a public database of Interoperability Recommendations (with identifying information removed) containing the relevant information.

Since a decision taken in Conciliation or Mediation potentially has an impact on all products registered to the applicable Product Standard, a bulletin will be published to all vendors who have products registered to that Product Standard notifying them of the issue and including the Interoperability Recommendation published by The Open Group detailing its resolution.

Notwithstanding the foregoing, both customers and vendors, despite participating in Conciliation or Mediation, can still invoke any and all legal remedies, processes, and rights which they may have. Implementation of the Interoperability Recommendation resulting from Conciliation and/or Mediation is not binding on the parties. The Interoperability Program is non-exclusive of other avenues which the parties may have to resolve their interoperability and conformance disputes. Nothing in the Interoperability Program alters any contractual obligation between or among the Requester, Vendor(s), or The Open Group.

2.6 Entry and Exit Criteria

2.6.1 Entry Criteria

Before Conciliation or Mediation can be started, the following criteria must be met:

- Either a customer or a vendor (the Requester) must invoke the process.
- The Requester must provide evidence of having invoked the available support covering the specific product(s) and of having contacted the relevant vendor's support personnel exhausting every avenue of recourse with the vendor (short of litigation or other legal processes).
- The Requester must provide a description of the interoperability issue and evidence of a repeatable instantiation of it.

- The Requester must supply a completed application for invocation of the process (see Appendix A).
- The Open Group and any necessary personnel must be granted the right of access to the system or systems that are exhibiting the issue.
- The interoperability issue must relate to Registered Product(s) and the issue must be within the scope of the Conformance Requirements of the Product Standard against which the products are registered.
- A purchase order for the filing fee must be supplied by the Requester.

2.6.2 Exit Criteria

The process will terminate if any of the following conditions arise:

- The Conciliation or Mediation process results in the publication of an Interoperability Recommendation and the vendor provides a response to this Interoperability Recommendation to the Requester and The Open Group within 30 days of its publication.
- Discovery during the Conciliation process that the entry criteria have not been met.
- The Requester denies access to the affected system or systems or has failed to supply a purchase order for the filing fee.
- The Requester explicitly directs The Open Group not to proceed with the Mediation process, after the conclusion of an unsuccessful Conciliation process.
- The product(s) in question is(are) not Registered Products, but is(are) believed to be materially involved in the interoperability issue, and the representative of the supplying company has not supplied a non-disclosure agreement with The Open Group or refuses to take part in the Interoperability Program.

2.7 Location of Services and Language Requirement

The personnel for Conciliation and Mediation supplied by The Open Group are based at the Reading, England facility and all times and deliberations are relative to that location. The Open Group requires all communication to be in the English language.

Appendix A

Program Application Form

This form contains a series of questions that need to be answered to apply to invoke the Conciliation process of the Interoperability Program.

Each question must be answered before the form is submitted to The Open Group for consideration.

The form should be accompanied by a purchase order for the appropriate filing fee before submission to The Open group. Please refer to *http://www.opengroup.org/interoperability.htm* for a description of the Interoperability Program, and to *http://www.opengroup.org/brand/brandfees.htm* for the current filing fee schedule and contact information.

If you have any questions or concerns, you can send mail to the Interoperability Manager at The Open Group (email *interoperability@opengroup.org*).

Product Information

Enter the following information for each product involved in the interoperability issue:

Product Identification	
Version/Release No.	
Product Standard	
Product Supplier	
Supplier Support Contact	
Product Identification	
Version/Release No.	
Product Standard	
Product Supplier	
Supplier Support Contact	
Product Identification	
Version/Release No.	
Product Standard	
Product Supplier	
Supplier Support Contact	
Product Identification	
Version/Release No.	
Product Standard	
Product Supplier	
Supplier Support Contact	

Environment Specification

Detail any specific issues with your environment that may be contributing to the interoperability issue:

Interoperability Issue Description

Detail the specific interoperability issue that you are requesting be addressed by the Interoperability Program:

Details of Effort to Address the Issue

Detail specific actions taken and the response(s) of the relevant vendors in attempting to correct the issue:

Requester Contact Information

Name	
Company	
Address	
Address	
Email	
Telephone	
Facsimile	
Purchase Order No.	

Appendix B

Third-Party Participation and Non-Disclosure Agreement

THIS AGREEMENT BETWEEN:

(1) X/OPEN COMPANY LIMITED (trading as The Open Group) a company incorporated in England whose Registered Office is at Apex Plaza, Forbury Road, Reading RG1 1AX, Berkshire, England (''X/Open Company''), any Affiliated Company, and

(2) .... a company incorporated in .... of .... and any Affiliated Company (''Interested Party'').

IS MADE EFFECTIVE FROM: ....

WHEREAS:

(A) X/Open Company operates a Program (the Interoperability Program[1]) to resolve issues concerning the interoperability of Registered Products.

(B) The Interested Party has products that may impact or be impacted by decisions taken relevant to Registered Products and their interoperability.

(C) The parties wish to cooperatively work to resolve interoperability issues.

THE PARTIES THEREFORE AGREE as follows:

1. Definitions

In this Agreement the following words shall have the following meaning unless the context otherwise requires:

Affiliated Company

In relation to any company referred to in this Agreement, Affiliated Company shall mean:

a. Its holding company, and

b. Any of its subsidiaries, and

c. Any subsidiary of its holding company.

1. Open Group Brand Program Documentation, September 1998, Interoperability Program (ISBN: 1-85912-285-X, X983).

Conciliation

The process by which an impartial third party makes an independent investigation and suggests a solution to a dispute.

Interoperability Recommendation

The recommended resolution to an interoperability issue, published by X/Open Company, that results from the Conciliation or Mediation process of the Interoperability Program.

Mediation

Bringing about a peaceful settlement or compromise between parties to a dispute through the benevolent intervention of an impartial third party.

Requester

The company requesting invocation of the Interoperability Program to resolve an interoperability issue.

Registered Product

Each product which has been notified to X/Open Company using a product registration form, that is currently entered in the Register, which meets the Standards of Quality, and is specified alongside the name of the Licensee in the Register from time to time.

Specification

The document(s) that detail the application programming interfaces, protocols, services, and so on, that must be adhered to by a Registered Product.

Vendor

A TMLA[2] Licensee which has registered a particular Registered Product, and the Product Standard for such Registered Product requires participation in the Interoperability Program.

2. Participation in the Interoperability Program

2.1 The Interoperability Program applies to Vendors with Registered Products. Where a product owned or licensed by the Interested Party is determined to be materially affecting, or is affected by, the interoperability of Registered Products and the specific issue is appropriate for Conciliation in the Interoperability Program, the Interested Party agrees to participate in the Interoperability Program by signature of this Agreement.

2.2 The Interested Party agrees to take part in the Conciliation and Mediation processes, to become part of the specific issue resolution process as specified in the Interoperability Program.

2.3 The Interested Party agrees to provide information reasonably required to investigate the interoperability issue.

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2. Open Group Brand Program Documentation, January 1998, The Open Brand Trademark License Agreement, (ISBN: 1-85912-275-2, X982).

2.4 When Conciliation or Mediation on a recommended resolution for the interoperability issue has been achieved, X/Open Company will publish the determined solution, as an Interoperability Recommendation, to the parties involved and (with identifying information removed) on the X/Open Company web site.

2.5 If requested to do so, the Vendor or Interested Party shall propose to the Requester and X/Open Company, within 30 days of the publication of the Interoperability Recommendation, their intended resolution.

2.6 X/Open Company will forward the Interoperability Recommendation to the appropriate specification owner or maintainer for consideration in formal ratification processes. X/Open Company will also maintain a public database of Interoperability Recommendations (with identifying information removed) containing the relevant information.

2.7 Since an Interoperability Recommendation potentially has an impact on all products registered to the applicable Product Standard, a bulletin will be published to all Vendors and the Interested Party who have products registered to that Product Standard notifying them of the issue and the Interoperability Recommendation.

3. Confidentiality

3.1 Both parties shall, except where a provision of this Agreement provides otherwise, maintain in confidence all information disclosed to the other party under or in relation to this Agreement by the other party, which is in writing marked "confidential" or if oral or visual is identified as confidential at the time of disclosure and reduced to writing marked "confidential" and sent to X/Open Company within 30 days thereafter, and shall not use any such information except for the purposes of this Agreement. The obligations of either party under this sub-clause shall be limited to taking such steps as it ordinarily takes to preserve as confidential its own confidential information of a like kind and nature provided that the standard of care is at least reasonable care.

3.2 The obligations of non-disclosure and non-use set out in Sub-clause 3.1 above shall not apply to any item of information which:

a. Is in the public domain at any time (but without prejudice to any party's rights of action against another party who wrongfully causes or permits such information to be in the public domain), or

b. Was rightfully in a party's possession without obligation of confidence prior to its disclosure pursuant to this Agreement, or is subsequently independently developed by that party by employees having no access to the information disclosed hereunder, or

c. Is subsequently rightfully obtained without obligation of confidence by a party from a source other than the other party as evidenced by written records, or

d. Is required to be disclosed by order of any court of competent jurisdiction

PROVIDED that no right or interest under any license, patent, copyright, trademark, or otherwise shall be acquired by the recipient of any information by virtue of the application of this sub-clause.

3.3 The obligations of non-disclosure and non-use set out in Sub-clause 3.1 above shall not apply to Residual Information, where Residual Information shall mean that Confidential Information in non-tangible form, including ideas, concepts, techniques, and know-how contained therein, which may be retained in the minds of those employees who have had rightful access to the Confidential Information.

3.4 X/Open Company may disclose the Interested Party's confidential information to those of its employees and/or contractors who reasonably require to have access to such information. However, X/Open Company may not disclose the Interested Party's confidential information to any employee of a member company in X/Open Company, unless another exception to the obligations under this sub-clause applies. For the avoidance of doubt, X/Open Company may disclose the Interested Party's confidential information to employees of the Interested Party.

3.5 X/Open Company may disclose confidential information, to the extent necessary to operate the Interoperability Program, to other Vendors involved in that instance of the process who are bound by an obligation of confidentiality in substantially the same form as this one.

3.6 For the avoidance of doubt, email and facsimiles related to the interoperability issue are agreed to be treated as any other writing under this Agreement.

4. Return and Destruction of Confidential Information

4.1 Except as necessary to carry out the purposes of this Agreement, neither party shall make additional copies of the confidential information without the express written consent of the other party. The Interested Party agrees that it will return or destroy all documents and tangible media in its possession which contain any part of the confidential information disclosed to the Interested Party by X/Open Company under this Agreement within ten (10) days after written request at any time by X/Open Company. X/Open Company agrees, that after the conclusion of any request for Conciliation or Mediation, to return or destroy all of the Interested Party's confidential information relating to the request that is in its possession, within ten (10) days of written request by the Interested Party and at the Interested Party's expense.

5. Limitation of Use

5.1 Both parties agree to use such confidential information only in connection with the furtherance of the resolution of the interoperability issue, and neither party shall make further use, in whole or in part, of any such confidential information.

6. Disclaimer

6.1 No rights or obligations other than those expressly recited herein are implied by this Agreement. In particular, no license is hereby granted directly or indirectly to either party under any patent, copyright, trade secret, or any other intellectual property right now held by, or which may be obtained by, or which is or may be licensable by either party. Further, with respect to any information regarding plans for future offerings, or any other plans of either party pursuant to this Agreement, both parties understand and agree that such plans are subject to change without notice at any time and that neither party shall have any obligation to execute such plans and should have no liability as a result of any change to such plans.

6.2 X/Open Company will provide the Interested Party with all reasonable information related to the unauthorized disclosure of confidential information and will, at the Interested Party's request and expense, assist the Interested Party in any action, claim, or proceedings brought or threatened in respect of such disclosure.

7. Miscellaneous

7.1 The obligations of non-disclosure, and the limitations on use, set out in Sub-clauses 3.1 and 5.1 above, for X/Open Company, its employees and/or contractors, the Interested Party and its employees and/or contractors under this Agreement shall expire five (5) years from the date the last item of confidential information is divulged to the other party, unless subject to Sub-clause 3.2 above or terminated earlier by prior written agreement of the parties.

7.2 This Agreement may not be modified, changed, or discharged, in whole or in part, except by prior written agreement of the parties.

7.3 This Agreement shall constitute the entire agreement and understanding of the parties relating to the subject matter of this Agreement and supersede all prior oral or written agreements, understandings, or arrangements between them relating to such subject matter.

7.4 Neither party shall be entitled to rely on any agreement, understanding, arrangement, or representation relating to the subject matter of this Agreement which is not expressly contained in this Agreement.

7.5 The invalidity or unenforceability of any provision of this Agreement shall not effect the validity or enforceability of the remaining provisions of the Agreement.

7.6 No delay or omission by either party in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

7.7 This Agreement is governed by and will be construed under and in accordance with the substantive laws of England and Wales.

7.8 Nothing in this Agreement affects the application of any other agreement between the Parties.

IN WITNESS WHEREOF, each of the parties to this Agreement has caused this Agreement to be signed in its name and on its behalf by its duly authorized representative.

X/OPEN COMPANY LIMITED		**INTERESTED PARTY**	
By:	....	By:	....
Name:	....	Name:	....
Title:	....	Title:	....