

Joint Development Foundation Projects, LLC

Background

The Joint Development Foundation and its subsidiaries are dedicated to helping standards, specification, source code, and related projects start quickly and operate efficiently. Joint Development Foundation Projects are ideal for long term standards, specification source code projects, data projects, or as a place to do incubation projects before taking those projects to larger organizations.

By using established Joint Development Foundation legal agreements, groups can establish projects quickly and with minimal legal expense. By operating under the Joint Development Foundation's legal umbrella, Projects can enjoy the benefits of Joint Development Foundation's existing legal agreements, choice of intellectual property policies, non-profit status, and corporate structure. This enables Projects to more easily establish themselves, collect funds, issue press releases in the Project's name, develop liaison relationships, and hold copyrights, all without negotiating custom agreements and new corporate organizations.

The Joint Development Foundation operates under a freemium-type model, where projects can be established and operated without paying anything. Projects can provide their own infrastructure (websites, email reflectors, conference organization, etc.), or can work with Joint Development Foundation approved vendors to provide these types of services if they wish.

Getting Started

1. Contact Us. Contact Joint Development Foundation Projects, LLC at admin@JDFProjects.org to discuss your Project.
2. Create the Project. If it's a good fit, Joint Development Foundation Projects, LLC will create the legal entity for your Project. Technically, it will be series under Joint Development Foundation Projects, LLC. Your Project will have its own independent governance, identity, membership, and scope of work.
3. Sign the Membership Agreement. Joint Development Foundation Projects, LLC will then provide you with a Membership Agreement, Project Charter and Working Group Charter(s) for your Project to complete.
 - Membership Agreement. The Membership Agreement establishes the options selected by the Project, and is the document that is executed to join that Project.
 - Project Charter. The Project Charter establishes the Project and includes the governance and legal terms for the Project and its Steering Committee.
 - Working Group Charters. Each Project may then complete one or more Working Group Charters, which establishes the governance, scope and intellectual property terms for each Working Group under the Project.
4. Get to Work. Once those documents are established, your Project is up and running.

Joint Development Foundation Projects, LLC

Membership Agreement

This "Membership Agreement" establishes your membership with the Project identified below. This Project operates as a subsidiary/series of Joint Development Foundation Projects, LLC.

1. Project Name.

- Project Name. **Alliance for OpenUSD.**
- Formal Name. Joint Development Foundation Projects, LLC, **Alliance for OpenUSD Series.**

2. Project Description. **The purpose of the Project is to standardize, develop and evolve Universal Scene Description (USD) in an open forum to promote interoperability of 3D content to empower creators and consumers worldwide.**

3. Steering Committee Composition.

X Designated by Steering Member. Each Steering Member will designate a Steering Committee participant. **Steering Committee will comprise of Steering Members plus at least two rotating General Members. See Section 2 of the Addendum to Project Charter for details.**

Designated by Steering Committee Consensus. The Steering Committee will nominate, accept, and remove Steering Committee participants from the following membership classes **Steering Member**, **General Member**, **Contributor** subject to that participant's agreement to serve on the Steering Committee. Steering Members waive their option to designate a Steering Committee participant.

4. Initial Project Leadership.

- Initial Chairperson. **Steve May (Disney/Pixar).**
- Initial Steering Committee members. **Disney/Pixar, Adobe, Apple, Autodesk, NVIDIA**

5. Project Sponsorship.

- No Sponsorship Fees. There are no sponsorship fees associated with the Project, subject to change during subsequent terms upon at least 90 days' notice prior to expiration of the then current term.
- X Financial Support of the Project. **Project sponsorship at the Steering Member and General Member levels requires 1) a separate Linux Foundation membership, and 2) execution and compliance with the Project Sponsorship Agreement between the Member and the Linux Foundation attached hereto.** Sponsorship fees are subject to change during subsequent terms upon at least 90 days' notice prior to expiration of the then current term.
- Alternative or Additional Funding. **N/A.**

By executing this Membership Agreement, the undersigned parties agrees to be bound by this Membership Agreement, the Project Charter, the Addendum to Project Charter, and the terms of the Working Group Charter(s) it has Joined.

Membership Level: _____

[Steering Member, General Member, Contributor]

By the Project

Signature:	
Print Name:	Steve May
Title:	Chairperson
Company Name:	Joint Development Foundation Projects, LLC, Alliance for OpenUSD Series
Email:	
Address:	AOUSD, 2810 N Churh St PMB 57274 Wilmington, Delaware 19802-4447 US

By the Member

Signature	
Print Name:	
Title:	
Company Name:	
Email:	
Address:	

Date:	
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Date:	
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Joint Development Foundation Projects, LLC

Project Charter

This “Project Charter” establishes the terms under which this Project will operate as a subsidiary/series of Joint Development Foundation Projects, LLC. The Joint Development Foundation’s role in the Project is, unless otherwise requested by the Project, limited to confirming that Projects conduct their activities in accordance with the Joint Development Foundation’s corporate purpose and policies, such as its non-profit status and regulatory guidelines. Projects are otherwise independent. The Joint Development Foundation may help provide the Project with value-added and fee-based services at the election of the Project.

1. Project Initiation. The Project will become effective upon execution of a Membership Agreement for this Project by 2 Steering Committee members. New parties may join the Project upon Approval of the Steering Committee.
2. Membership Levels.
 - 2.1. Steering Member. Steering Members may participate in each Working Group and, unless waived per the Membership Agreement, the Steering Committee.
 - 2.2. General. General Members may participate in each Working Group, but do not participate on the Steering Committee.
 - 2.3. Contributor. Contributors may participate in Working Group(s) designated by the Steering Committee, but do not participate on the Steering Committee and are not eligible to participate in decisions that require a Supermajority Vote.
3. Organization.
 - 3.1. Steering Committee. The Steering Committee is the body that is responsible for governing the Project, coordinating Working Groups, and managing assets.
 - 3.2. Chairperson. The Project will have a Chairperson whose responsibilities are set forth in the Series Agreement and will include leading the Steering Committee, organizing meetings, organizing voting, identifying new Working Groups, managing finance, tracking Working Group progress, ensuring Working Group meet their goals, and any other activities Approved by the Steering Committee. The Chairperson may delegate responsibilities to another party. The Steering Committee may Approve a new Chairperson.
4. Decision Making.
 - 4.1. Consensus/Voting/Approval. The Steering Committee will endeavor to make all decisions by consensus. Where the Steering Committee cannot reach consensus with respect to a particular decision, the Steering Committee will make that decision by a Supermajority Vote.
 - 4.2. Appeals. Steering Committee decisions may be appealed by issuing a written appeal to the Chairperson, and that appeal will be considered by the Chairperson and the Steering Committee in good faith. The Chairperson will respond in writing within a reasonable time.
 - 4.3. Notifications and Electronic Voting. The Chairperson is responsible for issuing all notifications of meetings and votes of the Steering Committee subject to the following minimum criteria: (i) in-person meetings require at least 30 days prior written notice, (ii) teleconference meetings require at least 7 days prior written notice (this requirement only applies to the notification of the first meeting of automatically recurring teleconference meetings), (iii) electronic votes require no advance notice but must be made pursuant to a clear and unambiguous ballot with only “yes” and “no” options, and the voting must remain open for no less than 7 days. These notification requirements with respect to the Steering Committee may be overridden upon unanimous consent of the Steering Committee members that have attended and participated in at least 50% of the last 4 meetings of the Steering Committee.
5. Due Process. The Project adheres to consensus-based due process, including openness, balance, adequate notice and review periods, and fair and impartial consideration of views and objections.
6. Working Groups. The Project may have multiple Working Groups, and each Working Group will operate as set forth in its Working Group Charter.

7. Conditions for Contributions. A Steering Member, General Member, or Contributor may not make any Contribution unless that Steering Member, General Member or Contributor is the exclusive copyright owner of the Contribution or has sufficient copyright rights from the copyright owners to make the Contribution under the terms of this Project Charter and applicable Working Group Charter. The Steering Member, General Member, or Contributor must disclose the identities of all known copyright owners in the Contribution.
8. Withdrawal and Termination.
 - 8.1. Term. The term of this agreement is 1 year from the date this agreement is countersigned by the Project. Upon the expiration of any term, this Project Charter will automatically renew for successive 1 year periods unless a party provides the other party with notice of its intent not to renew this Project Charter at least 30 days prior to the expiration of the then current term.
 - 8.2. Change in Membership Level. Upon a Supermajority Vote of the Steering Committee (calculated without the vote of the party in question), a party's Steering Member membership may be changed to a General Member effective upon the expiration of that party's then current term.
 - 8.3. Withdrawal or Termination. A Steering Member, General Member, or Contributor may withdraw from a Working Group or the Project at any time by notifying the Chairperson in writing, and that withdrawal is effective upon receipt of the notice. Upon a Supermajority Vote of the Steering Committee (calculated without the vote of the party in question), a Steering Member, General Member, or Contributor may be terminated from the Project or withdrawn from a Working Group.
 - 8.4. Project Termination. Upon a Supermajority Vote of the Steering Committee, the Project will cease and terminate as of the effective date designated in that vote. The Chairperson will coordinate with Joint Development Foundation Projects, LLC to facilitate that termination.
 - 8.5. Effect of Withdrawal or Termination. Upon a Steering Member's, General Member's, or Contributor's written withdrawal from a Working Group or upon the termination of its Project membership, all existing commitments and obligations with respect to the Project or Working Group, as the case may be, up to the effective date of withdrawal or termination will remain in effect, but no new obligations will be incurred. Notwithstanding the foregoing, the patent licensing commitments shall continue to apply to any patent claims that would be subject to a patent licensing commitment for a Final Specification that are included in a Draft Deliverable 45 days prior to the effective date of withdrawal or termination, unless otherwise excluded in accordance with the Working Group intellectual property licensing mode.
 - 8.6. Good Standing Requirement. Steering Members, General Members, and Contributors that have separately agreed to support the Project through execution of a Project Sponsorship Agreement with the Linux Foundation agree that they will remain current in payment of amounts owed under such participation agreement and that the Steering Committee may suspend any party that is not current in payments owed under such a Project Sponsorship Agreement.
9. Representations, Warranties and Disclaimers. Steering Members, General Members, and Contributors represent and warrant that they are legally entitled to grant the rights and promises set forth in this agreement. IN ALL OTHER RESPECTS THE CONTRIBUTIONS ARE PROVIDED "AS IS." The entire risk as to implementing or otherwise using a Draft Deliverable or Approved Deliverable is assumed by the implementer and user. Except as stated herein, Steering Members, General Members, and Contributors expressly disclaims any warranties (express, implied, or otherwise), including implied warranties of merchantability, non-infringement, fitness for a particular purpose, or title, related to the material. IN NO EVENT WILL ANY STEERING MEMBER, GENERAL MEMBER, OR CONTRIBUTOR BE LIABLE TO ANY OTHER PARTY FOR LOST PROFITS OR ANY FORM OF INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER FROM ANY CAUSES OF ACTION OF ANY KIND WITH RESPECT TO THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THE OTHER MEMBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
10. Use of Name or Marks.
 - 10.1. Participant Name or Marks. The Project may use any Steering Member's, General Member's, and Contributor's logo, trademark or service mark to identify the party as a Project member. All other uses are subject to that party's express prior written authorization.
 - 10.2. Project Identification. Projects may identify themselves as a Joint Development Foundation Project. The Project must use the formal Project name in all legal transactions.
 - 10.3. Approved Deliverable Identification. Any Working Group use of a Project trademark, including for Approved Deliverables, must be Approved by the Steering Committee.

- 10.4. Joint Development Foundation Listing. The Joint Development Foundation may publicly identify the Project, including its member list, as a Joint Development Foundation Project, unless the Chairperson otherwise notifies the Joint Development Foundation Chairperson in writing.
11. Non-Confidential, Restricted Disclosure. Information disclosed in connection with the Project and any Working Group activity, including but not limited to meetings, Contributions, and submissions, is not confidential, regardless of any markings or statements to the contrary. Notwithstanding the foregoing, Steering Members, General Members, and Contributors may not make any public disclosures of that information without the Approval of the Steering Committee or Working Group, as applicable, authorizing that disclosure.
12. Disclaimers for Distributions. Any distributions of technical information to third parties must include a notice materially similar to the following: "THESE MATERIALS ARE PROVIDED "AS IS." The parties expressly disclaim any warranties (express, implied, or otherwise), including implied warranties of merchantability, non-infringement, fitness for a particular purpose, or title, related to the materials. The entire risk as to implementing or otherwise using the materials is assumed by the implementer and user. IN NO EVENT WILL THE PARTIES BE LIABLE TO ANY OTHER PARTY FOR LOST PROFITS OR ANY FORM OF INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER FROM ANY CAUSES OF ACTION OF ANY KIND WITH RESPECT TO THIS DELIVERABLE OR ITS GOVERNING AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THE OTHER MEMBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE."
13. Antitrust. The Steering Members, General Members, and Contributors acknowledge that they may compete with one another in various lines of business and that it is therefore imperative that they and their respective representatives act in a manner that does not violate any applicable antitrust laws and regulations. Each Steering Member, General Member, and Contributor may have similar agreements with others. Each Steering Member, General Member, and Contributor may design, develop, manufacture, acquire or market competitive deliverables, products and services, and conduct its business, in whatever way it chooses. No Steering Member, General Member, or Contributor is obligated to announce or market any products or services associated with or based on the Project. Without limiting the generality of the foregoing, the Steering Members, General Members, and Contributors agree not to have any discussion relating to any product pricing, methods or channels of product distribution, division of markets, allocation of customers or any other topic that should not be discussed among competitors.
14. Export Regulations. The Steering Members, General Members, and Contributors acknowledge that export and/or re-export of technical data, computer software, prototypes, technology, software and other materials may be subject to export control laws and regulation. No party will directly or indirectly export across any national boundary, or communicate or transfer to any third party, any such items without first obtaining any and all licenses that may be required from relevant government agency.
15. Code of Conduct. The Project has adopted the terms of the Contributor Covenant 1.0, available at <https://www.contributor-covenant.org/version/1/0/0/code-of-conduct/>. To report an issue or concern under this Code of Conduct, contact the Project Chairperson or the Joint Development Foundation General Manager.
16. New Versions of Agreement. Joint Development Foundation Projects, LLC. may develop new versions of the Project Charter and Working Group Charter, which the Steering Committee may adopt to supersede the current Project Charter and Working Group Charter. The new documents will become effective 30 days from the date of Steering Committee Approval.
17. Choice of Law/Venue. This agreement, and the rights of the parties hereunder, shall be construed pursuant to the laws of the State of Delaware (without regard to conflict of laws principles). The state and federal courts of Delaware, U.S.A. shall have jurisdiction and the parties waive any other jurisdiction.
18. Definitions. Definitions are set forth below. Terms not defined in the Project Charter will have the definitions set forth in the applicable Working Group Charter.
- 18.1. "Affiliate" means an entity that directly or indirectly Controls, is Controlled by, or is under common Control of that Steering Member, General Member, or Contributor.
- 18.2. "Approval," "Approve," or "Approved" means a decision made pursuant to Section 4.1.
- 18.3. "Contributor" means a party, and that party's Affiliates that has executed this Project Charter at the Contributor level, unless that Contributor has withdrawn or been terminated from the Project, or has changed membership level.
- 18.4. "Control" means direct or indirect control of more than 50% of the voting stock or decision-making authority.
- 18.5. "General Member" means a party, and that party's Affiliates, that has executed this Project Charter at the General Member level, unless that General Member has withdrawn or been terminated from the Project, or has changed membership level.

- 18.6. "Join or Joined" means that a party has entered into a Membership Agreement for this Project and that has agreed to be bound by the terms of a Working Group Charter by making a Contribution to the Working Group or adding its name to the Working Group's member list.
- 18.7. "Project" means the name of the Project set forth in Section 1 that is established under this Project Charter as a Joint Development Foundation Projects, LLC series.
- 18.8. "Series Agreement" means the agreement that establishes the Series under Joint Development Foundation Projects, LLC that this Project operates under.
- 18.9. "Steering Member" means a party, and that party's Affiliates, that has executed the Membership Agreement for this Project either 1) as a Steering Member, or 2) who has joined the Steering Committee in response to the Steering Committee's nomination, as applicable per the Steering Committee composition election in the Membership Agreement, unless that Steering Member has withdrawn or been terminated from the Project, or has changed membership level.
- 18.10. "Supermajority Vote" means an affirmative vote of no less than 3/4 of Steering Members or Working Group Participants, as applicable, that have attended/participated in at least 50% of the last 4 meetings of the group conducting the vote, where each Steering Member or Working Group Participant will receive only 1 vote regardless of how many individuals from that party participate. To ensure the group is capable of making decisions, the voting requirement for attendance/participation of at least 50% of the last 4 meetings shall be waived if there have not yet been 4 meetings.
- 18.11. "Working Group" means a working group established under this Project via a Working Group Charter to develop materials within the Scope. Each Working Group must have a Scope.
- 18.12. "Working Group Participant" means a Steering Member, General Member, or Contributor who has Joined a Working Group.

Alliance for OpenUSD Addendum to Project Charter

This Addendum (“Addendum”) is incorporated into, and effective as of the date of, the Alliance for OpenUSD (AOUSD) Project Charter. Capitalized terms used but not defined in this Addendum have the meanings assigned in the Project Charter.

1. **Purpose.** The purpose of the Project is to standardize, develop and evolve Universal Scene Description (USD) in an open forum to promote interoperability of 3D content to empower creators and consumers worldwide. Membership and Working Group participation is open to any party, and AOUSD encourages everyone who is interested to join. The Project is committed to bringing together a diverse and inclusive community of participants. Accordingly, the Steering Members, General Members, and Contributors (together, the “Participants,” and each, a “Participant”) acknowledge their rights and obligations under Section 13 (Antitrust) of the USD Project Charter to ensure compliance with applicable antitrust and competition laws.
2. **Steering Committee.**
 - 2.1. **Composition.** The Steering Committee for the Project will consist of Founding Members and Rotating Members (together, the “Steering Members”). The Founding Members include the companies that founded the Project through their upfront commitment of resources and intellectual property. The Rotating Members are additional companies elected to the Steering Committee after contributing to the Project.
 - 2.2. **Size.** Until the initial Rotating Members are elected, the Steering Committee will consist of the five (5) Founding Members. Once the initial Rotating Members are elected as set forth below, the Steering Committee would expand to seven (7) Steering Members. The Steering Committee may be expanded by a Supermajority Vote of the Founding Members to nine (9) Steering Members (the “Cap”), but not larger, or conversely, reduced by a Supermajority Vote of the Founding Members. For clarity, neither the Steering Committee nor any other governing body shall have the authority to increase the number of Steering Members above the Cap.
 - 2.3. **Representatives.** Each Steering Member may designate a primary and alternate representative to the Steering Committee, provided that: for clarity, each Steering Member shall have only one vote on matters before the Steering Committee; and, unless otherwise approved by the Steering Committee with respect to a particular discussion, only one representative of each Steering Member may participate in meetings.
3. **Founding Members.**
 - 3.1. **Initial Founding Members.** The Founding Members of the Steering Committee are Pixar/Disney Apple, NVIDIA, Adobe and Autodesk.
 - 3.2. **Term.** Each Founding Member will remain on the Steering Committee while the Project is ongoing until the earlier of its resignation or removal.
 - 3.3. **Replacement.** Upon the resignation or removal of a Founding Member for any reason, the remaining Founding Members may elect a replacement from the General Members (including any Rotating Members). If at least three (3) non-departing Founding Members remain, additional Founding Member(s) will be elected by a majority vote of the total remaining Founding Members (e.g., 2 of 3, or 3 of 4 Founding Members). If two or fewer Founding Members remain, the full Steering Committee will replace the departed Founding Members by a Supermajority Vote (e.g., 5 of 6 Steering Members).
4. **Chairperson.**
 - 4.1. **Initial Chairperson.** The Founding Members hereby select Steve May or such other designee of Pixar/Disney to serve an initial 3-year term as Chairperson.
 - 4.2. **Election of Chairperson.** Following the term of the initial Chairperson (or their resignation or removal), the Steering Committee shall hold elections every two (2) years for the position of Chairperson. Each Founding Member may nominate

up to one candidate for the role. The Chairperson shall be selected by a majority vote of the Founding Members at the time of the vote. If no candidate receives a majority vote, the Founding Members will vote to narrow the field to two (2) candidates, at which point the Chairperson will be elected through a runoff.

4.3. Removal of Chairperson or Other Representatives. For the avoidance of doubt, the Chairperson and any other representative or appointee of a Steering Member, General Member or Working Group shall be automatically removed from all positions in the Project if they cease to be employed by the company they represent or that appointed them, in which case such company may designate a replacement.

5. Rotating Members.

5.1. Initial Rotating Members. Initially, two (2) Rotating Members will be nominated and elected as set forth in this Section within twelve (12) months after the Project is open to General Members; provided that the initial Rotating Members need only have been General Members in good standing (defined below) for six (6) months, and the second of the initial Rotating Members elected will serve a two (2) year term (vs. the standard of three (3), see below) to stagger the initial Rotating Members' terms.

5.2. Election of Rotating Members. Upon the expiration of the term of a Rotating Member (or their earlier resignation or removal), the Steering Committee shall hold an election to replace such Rotating Member within ninety (90) days. The Founding Members will elect the Rotating Member by majority vote. If no applicant receives a majority vote, the Founding Members will vote to narrow the field to two (2) applicants, at which point the Rotating Member will be elected through a runoff.

5.3. Term. To encourage leadership participation and diversity, each Rotating Member will serve a single three (3) year term, subject to this Section and Section 5.2 above, or earlier resignation or removal. If any Rotating Member is appointed within one year of another Rotating Member, the term of its appointment will be reduced to between two (2) and three (3) years so that it expires one year after the term of the previously appointed Rotating Member.

5.4. Application Process. Upon (or in the case of an expiring term, at least 60 days before) the vacancy of a Rotating Member position, any General Member in good standing with the Project for at least twelve (12) months prior may apply to fill the Rotating Member position by completing a candidate questionnaire. Prior to a Rotating Member election, General Members may provide comments to all Steering Members and General Members on the nominees. "Good standing" means the applicant has timely paid all dues, is not in breach of the Project Charter, and has not engaged in conduct that undermines or could have a non-trivial adverse effect on the Project. The questionnaire and public comment will assess objective criteria consistent with standards-setting best practices, including: (a) ensuring the applicant's interests are aligned with USD Project mission, (b) the willingness and ability of the applicant to commit financial and technical resources, (c) the applicant's commitment for a full term as Rotating Member; and (d) promoting diversity of views and balance of representation on the Steering Committee. Following is a non-exclusive, non-exhaustive list of potential questions and considerations for applicants: (i) the applicant's proven track record and/or ability to further USD's mission and values, as stated in the Project Charter; (ii) the geography of the applicant as well as the geographic composition of the Steering Committee at the time of application to promote diversity of views; (iii) what portion of the industry is represented by the applicant, portions of the industry currently represented on the Steering Committee, and whether the Project mission will be furthered by adding or increasing representation of that portion of industry; (iv) what contributions an applicant could bring to the Steering Committee, including consideration of contributions to the Working Groups to date, and experience/expertise of its candidate Steering Committee representative; and (v) the reputation of an applicant in the industry and value of association of that applicant as a Steering Member.

6. Removal of Steering Member for Cause.

6.1. Removal Process. Any Steering Member may file a complaint and supporting documentation (together, the "Complaint") with the Chairperson to remove a Steering Member from the Project for Cause.

6.2. Cause. "Cause" is defined as a failure to pay dues, a material breach of the Project Charter, or conduct that undermines or could have a material adverse effect on the Project.

- 6.3. Investigation; Conflicts. The Chairperson shall consider the Complaint in good faith and will respond in writing within a reasonable time not to exceed 60 days in recommending whether the proposed Steering Member's removal should be put to a Supermajority Vote. If the Complaint is against the Chairperson's company or the Chairperson otherwise has a material conflict of interest, the Complaint will be submitted to the vice-chair, or if none exists, to the secretary of the Steering Committee.
- 6.4. Removal. Following the delivery of written notice and 30-day cure period, a Steering Member may be removed from the Project for Cause upon a Supermajority Vote of the other Steering Members. For clarity and notwithstanding Section 8.2 of the Project Charter, a Founding Member's status may only be involuntarily revoked in accordance with this Section 6 of the Addendum.
7. Term. Notwithstanding Section 8.1 of the Project Charter, the Project Charter will automatically renew for successive 1-year periods until the Steering Committee votes to terminate the Project by a Supermajority Vote or no Steering Members remain.
8. Participant Name or Marks. Notwithstanding Section 10 of the Project Charter, the Project may not use the name, logo, trademark or service mark of any Participant without that Participant's express prior written authorization given separately from the Project Charter.
9. Process and Policy Updates. In addition to the processes outlined in the Membership Agreement, Project Charter, and Working Group Charter(s), all Participants agree to follow AOUSD working group processes and procedures and other Project-related policies (e.g., trademark, etc.), in each case to the extent approved by the Steering Committee and published on the AOUSD website (collectively, the "Processes"). The Project will endeavor to notify Participants of any updates to the Processes, which will be effective 30 days after publication on the AOUSD website.
10. Changes to Voting Thresholds. Any voting thresholds may be changed only by a unanimous vote of the Steering Committee (e.g., a proposal to change the Supermajority voting threshold under Section 4.1 of the Project Charter to a unanimous or majority voting threshold).

USD Core Specification Working Group Charter

This Working Group Charter establishes the Scope and intellectual property terms used to develop the materials identified in this Working Group Charter for the Project. Only Project Steering Members, General Members, and Contributors, as applicable, that Joined the Working Group Charter will be bound by its terms and be permitted to participate in this Working Group.

1. Working Group Name. USD Core Specification
2. Working Group Deliverables. This Working Group will create: **[Check Specification, Source Code, and/or Dataset]**
 - X Specifications. There are two options for specification development. The “Community Specification” mode is designed specifically for a repository-based workflow that is familiar to developers while incorporating specification development due process and best practices. The “Traditional mode uses a governance model that is based on traditional approaches to standards and specification development. The Traditional mode includes a choice of copyright and patent licensing options so you may select the options best suited to your goals.

[Check Community Specification Mode or Traditional Mode]

Community Specification Mode.

1. Governance. The Working Group will operate in accordance with terms and policies of the Community Specification materials set forth at <https://github.com/CommunitySpecification/1.0>.
2. Working Group Scope. As set forth in the Working Group repository’s Scope.md file.

X Traditional Mode.

1. Governance. Traditional Mode uses the governance rules as set forth in Appendix A.
2. Working Group Scope. Universal Scene Description (USD) is an established open source technology that forms a foundation for 3D content authoring, interchange and transmission, thereby empowering a broad range of creative efforts and end-user experiences. In order to further broaden adoption and enable inclusion by other standards, the Core Specification Working Group will develop, maintain and evolve a specification detailing the key, stable features of the Open Universal Scene Description Project (OpenUSD Project) that are necessary to promote and enable interoperability and access for all creators and users of USD.

Scope: The Core USD Specification to be delivered by this Working Group will be focused on essential features (i.e., technical details or requirements on composition model, file format, data model, and schemas) that are stable, understood, implementable, and important for interoperability of 3D authoring and transmission and that are (i) included in or derived from the OpenUSD Project open source repository (OpenUSD Repository) or (ii) developed in the Core Specification Working Group. The Core Specification Working Group can choose to incorporate deliverables specified by other AOUSD Working Groups into the Core USD Specification after they have sufficiently matured and been implemented.

Approved Deliverables: The Working Group’s first Approved Deliverable will be Version 1.0 of the Core USD Specification, which seeks to specify a “core” of behavior and functionality necessary for interoperable 3D authoring and transmission. It will be derived from a subset of the OpenUSD Repository as it exists at the launch of the Working Group, including all or a subset of composition, file format, and data model. Schemas present in the OpenUSD Repository determined to be fundamental to the technology may also be included. Future Approved Deliverables will build on the Version 1.0 of the Core USD Specification by adding additional or updated features from the then-current OpenUSD Repository and/or new “core” features developed within the Core Specification Working Group that extend the composition, file format or data model. Future Working Group deliverables may also incorporate (or refer) to the work of other AOUSD Working Groups when necessary for the evolution of “core” USD functionality. Work Plan Proposals for future versions will be subject to approvals described in the AOUSD Process & Procedures. New features will be evaluated to ensure that they are stable, understood and

implementable before being incorporated into an Approved Deliverable. The Working Group will ensure, to the extent reasonably practicable, that there is backward and forward interoperability between versions of the Core USD Specification.

Other documentation: In addition to the Approved Deliverables described above, the Core Specification Working Group may also develop non-normative educational, marketing, and informational materials, as well as white papers, to accompany any Approved Deliverables and to facilitate understanding and adoption of the Approved Deliverables. These documents will not undergo the Approved Deliverable process. All marketing materials should be developed in collaboration with, and approved by, the Marketing Working Group and Legal committee. The Working Group may also develop reference source code implementations of new features that have been formally approved for inclusion in the Core USD Specification and contribute those to the OpenUSD Repository, subject in each case to approval by the OpenUSD Project.

Out of Scope: Areas not identified as within scope are out of scope. This includes, but is not limited to the following:

Rendering. The working group's Approved Deliverables may specify up to the rendering interface, but rendering engines and technology are outside the scope of this Working Group.

Application Design. With the exception of UI-oriented metadata and schemas that provide application-agnostic hints about how to display/interact with particular USD data, specifying details on application design and editing user interactions is out of scope.

Software Architecture. As one of the key goals of the Core USD Specification is to support broad interoperability and allow for multiple implementations, it is out of scope of the Core USD Specification to specify details that dictate software architecture or design patterns such as programming language and modularity.

Hardware Architecture. Hardware features, except for documenting optional platform acceleration opportunities, is out of scope.

Other file formats. Outside of changes to USD's own files formats, the Working Group will not specify the other file formats that USD can read (e.g., Draco), but such file format specifications may be normatively referenced.

Encode/decode. Any development related to audio, video, and multimedia codecs is outside the scope of this Working Group. The expectation is that the Working Group will refer to established technology in this space.

New Schemas. Schemas outside of those expressed in the OpenUSD Repository or not developed by other AOUSD Working Groups are out of scope of the Core Specification Working Group.

Materials. Work on interoperable materials may be conducted in separate AOUSD working group(s) or, if developed outside of AOUSD, be normatively referred to by the Core Specification Working Group.

OpenSubdiv. The OpenSubdiv open source project-an essential component of OpenUSD- will be specified by a separate AOUSD working group. The deliverable of that Working Group may be normatively referenced by the Core Specification Working Group.

Asset structure. Policies for use and best practices of USD in production pipelines are out of scope for the Core Specification Working Group.

Linear media distribution. The Working Group will not specify technology relating to traditional linear media broadcast.

OTT Video Streaming. New technology developments specifically related to commercial-scale (aka over-the-top) video streaming and delivery are out of scope. If needed, the Working Group may make normative references to existing standards-based media streaming technologies such as HTTP Live Streaming (HLS) and MPEG-DASH. The Working Group will avoid standardizing in the Core USD Specification(s) efforts conducted in other Alliance for OpenUSD working groups, absent revision of the Charter's scope.

Additional Working Group Provisions: The Working Group may form subgroups within it, as permitted by AOUSD's Process (available on AOUSD's website), to develop certain features, deliverables, or materials. The Working Group may also work with other organizations that have liaison relationships with the AOUSD. As indicated below, the Working Group will operate under (1) the Traditional Mode Governance, as supplemented by the Alliance for OpenUSD Process & Procedures, available on the Alliance's website; (2) the W3C Mode, as supplemented by the Alliance's Process & Procedures; and (3) Apache 2.0 for any source code contributions to the Working Group.

3. Copyright Licensing. Each Working Group must specify the copyright mode under which it will operate prior to initiating any work on any Draft Deliverable or Approved Deliverable other than source code or datasets. The copyright mode for this Working Group is: **[Check one box]**

- X Copyright Grant to Project, as set forth in Appendix B, Copyright Policy Option 1.
 - Creative Commons Attribution 4.0, as set forth in Appendix B, Copyright Policy Option 2.
 - Open Web Foundation 1.0. (Only for those Working Groups selecting the Open Web Foundation mode for patent licensing).
4. Patent Licensing. Each Working Group must specify the patent mode under which it will operate prior to initiating any work on any Draft Deliverable or Approved Deliverable other than source code or datasets. The patent mode for this Working Group is: **[Check one box]**
- RAND Royalty-Free Mode, as set forth in Appendix B, Patent Policy Option 1.
 - International Mode, as set forth in Appendix B, Patent Policy Option 2.
 - Open Web Foundation Agreement 1.0 Mode, as set forth in Appendix B, Patent Policy Option 3.
 - X W3C Mode, as set forth in Appendix B, Patent Policy Option 4.
 - No Patent License. No patent licenses are granted for the Draft Deliverables or Approved Deliverables developed by this Working Group.
- X Source Code. Working Group Participants contributing source code to this Working Group agree that those source code contributions are subject to the Developer Certificate of Origin version 1.1, available at <http://developercertificate.org/>, the license indicated below, and any policies and governance rules included in the source code's repository. Source code may not be a required element of an Approved Deliverable specification. **[Check one box]**
- X Apache 2.0, available at <http://www.apache.org/licenses/LICENSE-2.0.html>.
 - MIT License, available at <https://opensource.org/licenses/MIT>.
 - Mozilla Public License 2.0, available at <https://www.mozilla.org/MPL/2.0/>.
 - Other {{OTHER OSS}}_____.
- Dataset. Datasets are developed under the governance rules as set forth in Appendix A. Working Group Participants contributing data to a dataset to this Working Group agree that those data contributions are subject to the license indicated below. The dataset may not be a required element of an Approved Deliverable specification. **[Check one box]**
- CDLA-Permissive-1.0.
 - CCO 1.0.
 - Open-Use-of-Data-Agreement.
 - CDLA-Sharing-1.0.
 - Computational-Use-of-Data-Agreement.
 - Other {{OTHER DATA}}_____.
3. Non-Working Group Participant Feedback and Participation. Upon the Approval of the Working Group Participants, the Working Group can request feedback from and/or allow Non-Working Group Participant participation in a Working Group, subject to each Non-Working Group Participant executing the Non-Member Agreement set forth in Appendix C. By making a Contribution

to this Working Group or adding its name to this Working Group's member list, the member agrees to the terms of this Working Group Charter.

Non Executable

USD Marketing Working Group Charter

This Working Group Charter establishes the Scope and intellectual property terms used to develop the materials identified in this Working Group Charter for the Project. Only Project Steering Members, General Members, and Contributors, as applicable, that Joined the Working Group Charter will be bound by its terms and be permitted to participate in this Working Group.

1. Working Group Name. USD Marketing
2. Working Group Deliverables. This Working Group will create: **[Check Specification, Source Code, and/or Dataset]**
 - X Specifications. There are two options for specification development. The “Community Specification” mode is designed specifically for a repository-based workflow that is familiar to developers while incorporating specification development due process and best practices. The “Traditional mode uses a governance model that is based on traditional approaches to standards and specification development. The Traditional mode includes a choice of copyright and patent licensing options so you may select the options best suited to your goals.

[Check Community Specification Mode or Traditional Mode]

Community Specification Mode.

1. Governance. The Working Group will operate in accordance with terms and policies of the Community Specification materials set forth at <https://github.com/CommunitySpecification/1.0>.
2. Working Group Scope. As set forth in the Working Group repository’s Scope.md file.

X Traditional Mode.

1. Governance. Traditional Mode uses the governance rules as set forth in Appendix A.
2. Working Group Scope. The Alliance for OpenUSD (AOUSD) will be an open effort to develop standards and open source to promote adoption and use of USD worldwide. In addition to technical development, AOUSD will need to engage in the following activities: Outreach to industry and the creative community to expand Alliance membership and ensure broad participation; Handle press inquiries and issue press releases when new working groups form or specifications are approved and published; Create, manage and publish AOUSD-related communications on the organizations' website; Coordinate marketing messaging between member companies; Plan and facilitate participation in relevant trade shows and industry events; and Schedule and organize the Alliance's periodic face-to-face meetings. There may be other additional marketing-related activities AOUSD requires as it evolves. The Marketing Working Group will comprise of member representatives who have expertise and/or desire to help AOUSD with the various marketing and PR activities it will engage in.

Scope: The Marketing WG will create AOUSD-related content, work with AOUSD technical working groups on any marketing-related work product, and advise the AOUSD SC on marketing-related issues. the Marketing WG shall NOT engage in any technical development or create any Approved Deliverables, as defined by AOUSD’s charter. This WG will be primarily responsible for at least the following, subject to SC approval: creating and maintaining AOUSD website content; providing input on AOUSD logos; creating and maintaining prospective member materials and presentations; drafting AOUSD press releases; creating and maintaining AOUSD FAQs, with input from other WGs as needed; creating any external promotional presentations and materials; handling any press inquiries; and planning events in the support of the above. As indicated below, the Working Group will operate under (1) the Traditional Mode Governance, as supplemented by the Alliance for OpenUSD Process & Procedures, available on the Alliance’s website; (2) no patent mode because it will not produce Approved Deliverables; and (3) no source code license because it will not produce any source code.

3. Copyright Licensing. Each Working Group must specify the copyright mode under which it will operate prior to initiating any work on any Draft Deliverable or Approved Deliverable other than source code or datasets. The copyright mode for this Working Group is: **[Check one box]**
- Copyright Grant to Project, as set forth in Appendix B, Copyright Policy Option 1.
 - Creative Commons Attribution 4.0, as set forth in Appendix B, Copyright Policy Option 2.
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 - W3C Mode, as set forth in Appendix B, Patent Policy Option 4.
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- Apache 2.0, available at <http://www.apache.org/licenses/LICENSE-2.0.html>.
 - MIT License, available at <https://opensource.org/licenses/MIT>.
 - Mozilla Public License 2.0, available at <https://www.mozilla.org/MPL/2.0/>.
 - Other {{OTHER OSS}}_____.
- Dataset. Datasets are developed under the governance rules as set forth in Appendix A. Working Group Participants contributing data to a dataset to this Working Group agree that those data contributions are subject to the license indicated below. The dataset may not be a required element of an Approved Deliverable specification. **[Check one box]**
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 - CC0 1.0.
 - Open-Use-of-Data-Agreement.
 - CDLA-Sharing-1.0.
 - Computational-Use-of-Data-Agreement.

□ Other {{OTHER DATA}}_____.

3. Non-Working Group Participant Feedback and Participation. Upon the Approval of the Working Group Participants, the Working Group can request feedback from and/or allow Non-Working Group Participant participation in a Working Group, subject to each Non-Working Group Participant executing the Non-Member Agreement set forth in Appendix C.

By making a Contribution to this Working Group or adding its name to this Working Group's member list, the member agrees to the terms of this Working Group Charter.

Non Executable

USD Materials Working Group Charter

This Working Group Charter establishes the Scope and intellectual property terms used to develop the materials identified in this Working Group Charter for the Project. Only Project Steering Members, General Members, and Contributors, as applicable, that Joined the Working Group Charter will be bound by its terms and be permitted to participate in this Working Group.

1. Working Group Name. USD Materials
2. Working Group Deliverables. This Working Group will create: ***[Check Specification, Source Code, and/or Dataset]***
 - X Specifications. There are two options for specification development. The “Community Specification” mode is designed specifically for a repository-based workflow that is familiar to developers while incorporating specification development due process and best practices. The “Traditional mode uses a governance model that is based on traditional approaches to standards and specification development. The Traditional mode includes a choice of copyright and patent licensing options so you may select the options best suited to your goals.

[Check Community Specification Mode or Traditional Mode]

Community Specification Mode.

1. Governance. The Working Group will operate in accordance with terms and policies of the Community Specification materials set forth at <https://github.com/CommunitySpecification/1.0>.
2. Working Group Scope. As set forth in the Working Group repository’s Scope.md file.

X Traditional Mode.

1. Governance. Traditional Mode uses the governance rules as set forth in Appendix A.
2. Working Group Scope. Universal Scene Description (USD) is an established open source technology that forms a foundation for 3D content authoring, interchange and transmission, thereby empowering a broad range of creative efforts and end-user experiences. Reliable interchange of materials is a complex problem that requires standardization of a common description framework for materials that provide enough flexibility and descriptive power to meet the needs of creative and simulation applications.

Scope: The Materials Working Group will define the strategy for the description of materials in OpenUSD. Its initial focus and first deliverable will be the USD Material Interchange Specification: the set of pattern and BSDF nodes comprising the MaterialX standard libraries. The Working Group may form sub-working groups to strategize around topics such as: (a) Material models to describe light transport (e.g. UsdPreviewSurface), (b) Material interchange with other formats, e.g. glTF PBR, potentially by defining a limited subset of the full MaterialX standard library, (c) Material models to describe non-visual, non-surface properties such as broader EM-spectrum, acoustics etc., (d) Neural representations of the above, and (e) Color consistency, where appropriate

Approved Deliverables: The Working Group’s first Approved Deliverable will be Version 1.0 of the USD MaterialX Interchange Specification. This will take the form of the description and behavior of the set of nodes and nodeGraphs in the MaterialX standard libraries, independent of any particular implementation backend. This Working Group will define the UsdShade schema that wrap the MaterialX standard library, and will reference the MaterialX specification on the Academy Software Foundation Github to define their behavior. The Working Group will feed back to the ASWF MaterialX TSC to propose changes to the MaterialX specification necessary for the complete, normative description of node behaviors.

Other Documentation: In addition to the Approved Deliverables described above, the Materials Working Group may also develop non-normative educational, marketing, and informational materials, as well as white papers, to accompany any Approved Deliverables and to facilitate understanding and adoption of the Approved Deliverables. These documents will not undergo the Approved Deliverable process. All marketing materials should be developed in collaboration with, and approved by, the Marketing Working Group and Legal committee. The Working Group may also develop reference source code implementations of new features that have been formally approved for inclusion in the USD MaterialX Interchange Specification and contribute those to the OpenUSD and MaterialX Repositories, subject in each case to approval by the relevant projects.

Out of Scope: Development of new MaterialX functionality beyond what is approved OpenUSD and MaterialX projects. Development of a normative specification of MaterialX itself or any portion thereof. Other areas not identified as in scope are out of scope.

Additional Working Group Provisions: The Working Group may also work with other organizations that have liaison relationships with the AOUSD. As indicated below, the Working Group will operate under (1) the Traditional Mode Governance, as supplemented by the Alliance for OpenUSD Process & Procedures, available on the Alliance's website; (2) the W3C Mode, as supplemented by the Alliance's Process & Procedures; and (3) Apache 2.0 for any source code contributions to the Working Group.

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 - X Copyright Grant to Project, as set forth in Appendix B, Copyright Policy Option 1.
 - Creative Commons Attribution 4.0, as set forth in Appendix B, Copyright Policy Option 2.
 - Open Web Foundation 1.0. (Only for those Working Groups selecting the Open Web Foundation mode for patent licensing).
4. Patent Licensing. Each Working Group must specify the patent mode under which it will operate prior to initiating any work on any Draft Deliverable or Approved Deliverable other than source code or datasets. The patent mode for this Working Group is: **[Check one box]**
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 - X W3C Mode, as set forth in Appendix B, Patent Policy Option 4.
 - No Patent License. No patent licenses are granted for the Draft Deliverables or Approved Deliverables developed by this Working Group.
- Source Code. Working Group Participants contributing source code to this Working Group agree that those source code contributions are subject to the Developer Certificate of Origin version 1.1, available at <http://developercertificate.org/>, the license indicated below, and any policies and governance rules included in the source code's repository. Source code may not be a required element of an Approved Deliverable specification. **[Check one box]**
 - X Apache 2.0, available at <http://www.apache.org/licenses/LICENSE-2.0.html>.
 - MIT License, available at <https://opensource.org/licenses/MIT>.
 - Mozilla Public License 2.0, available at <https://www.mozilla.org/MPL/2.0/>.
 - Other **{{OTHER OSS}}**_____.
- Dataset. Datasets are developed under the governance rules as set forth in Appendix A. Working Group Participants contributing data to a dataset to this Working Group agree that those data contributions are subject to the license indicated below. The dataset may not be a required element of an Approved Deliverable specification. **[Check one box]**
 - CDLA-Permissive-1.0.
 - CC0 1.0.

- Open-Use-of-Data-Agreement.
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- Other {{OTHER DATA}}_____.

3. Non-Working Group Participant Feedback and Participation. Upon the Approval of the Working Group Participants, the Working Group can request feedback from and/or allow Non-Working Group Participant participation in a Working Group, subject to each Non-Working Group Participant executing the Non-Member Agreement set forth in Appendix C.

By making a Contribution to this Working Group or adding its name to this Working Group's member list, the member agrees to the terms of this Working Group Charter.

USD Geometry Working Group Charter

This Working Group Charter establishes the Scope and intellectual property terms used to develop the materials identified in this Working Group Charter for the Project. Only Project Steering Members, General Members, and Contributors, as applicable, that Joined the Working Group Charter will be bound by its terms and be permitted to participate in this Working Group.

1. Working Group Name. USD Geometry
2. Working Group Deliverables. This Working Group will create: **[Check Specification, Source Code, and/or Dataset]**
 - X Specifications. There are two options for specification development. The “Community Specification” mode is designed specifically for a repository-based workflow that is familiar to developers while incorporating specification development due process and best practices. The “Traditional mode uses a governance model that is based on traditional approaches to standards and specification development. The Traditional mode includes a choice of copyright and patent licensing options so you may select the options best suited to your goals.

[Check Community Specification Mode or Traditional Mode]

Community Specification Mode.

1. Governance. The Working Group will operate in accordance with terms and policies of the Community Specification materials set forth at <https://github.com/CommunitySpecification/1.0>.
2. Working Group Scope. As set forth in the Working Group repository’s Scope.md file.

X Traditional Mode.

1. Governance. Traditional Mode uses the governance rules as set forth in Appendix A.
2. Working Group Scope. Universal Scene Description (USD) is an established open source technology that forms a foundation for 3D content authoring, interchange and transmission, thereby empowering a broad range of creative efforts and end-user experiences. Geometry is the fundamental schema domain on which other domains like materials and physically based simulation are based.

Scope: The Geometry Working Group will define and evolve the strategy for the description of 3D geometry in OpenUSD. Its initial focus and first deliverable will be the USD Transformable 3D Geometry Specification that will describe the surfaces and volume representations currently defined in UsdGeom and UsdVol as well as the spatial transformations for a traditional affine transformation hierarchy, rules for determining primary visibility, and other properties required for imaging those representations. Interpolated parameterizations of each geometry type (primvars) utilized by other domains (e.g. materials) are in scope as well. The Working Group’s responsibilities include geometry-related areas, such as: (a) Description of point-based geometries including meshes, curves and parametric surfaces; (b) Define the strategy, integration model, and schemas for 3rd party geometry libraries; (c) Description of volumetrics; (d) Description and handling of units of length (e.g. meters vs cm) and coordinate systems; (e) Interoperability with CAD geometry data, including descriptions of solid modeling representations, operations, and annotations. The Working Group may form sub-working groups for these topics as required. The Working Group will feed back to the governing bodies of 3rd party geometry libraries to propose changes to those projects as necessary for the complete, normative description of geometry in USD. Working Group deliverables may also incorporate (or refer) to the work of other AOUSD Working Groups when necessary for the evolution of the USD Geometry Specification.

Approved Deliverables: The Working Group’s first Approved Deliverable will be Version 1.0 of the USD Transformable 3D Geometry Specification, based on the current OpenUSD implementation. This will take the form of mathematical descriptions of each geometric type and transformation operation, independent of any particular implementation backend. A normative description of the refinement behaviors of OpenSubdiv shall be separately developed and referenced by this primary specification.

Other Documentation: In addition to the Approved Deliverables described above, the Geometry Working Group may also develop non-normative educational, marketing, and informational materials, as well as white papers, to accompany any Approved Deliverables and to facilitate understanding and adoption of the Approved Deliverables.

These documents will not undergo the Approved Deliverable process. All marketing materials should be developed in collaboration with, and approved by, the Marketing Working Group and Legal committee. The Working Group may also develop reference source code implementations of new features that have been formally approved for inclusion in the USD Transformable 3D Geometry Specification and contribute those to the OpenUSD Repository, subject to approval. In addition to source code, the working group may create reference data, test data, and conformance data, in USD and other formats.

Out of Scope: Areas not identified as in scope are out of scope, including hardware optimization/implementation, materials and computation such as: animation, physics simulations, articulation and constraints.

Additional Working Group Provisions: The Working Group may work with other organizations that have liaison relationships with the AOUSD. As indicated below, the Working Group will operate under (1) the Traditional Mode Governance, as supplemented by the Alliance for OpenUSD Process & Procedures, available on the Alliance's website; (2) the W3C Mode, as supplemented by the Alliance's Process & Procedures; and (3) Apache 2.0 for any source code contributions to the Working Group.

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 - X Apache 2.0, available at <http://www.apache.org/licenses/LICENSE-2.0.html>.
 - MIT License, available at <https://opensource.org/licenses/MIT>.
 - Mozilla Public License 2.0, available at <https://www.mozilla.org/MPL/2.0/>.
 - Other {{OTHER OSS}}_____.
- Dataset. Datasets are developed under the governance rules as set forth in Appendix A. Working Group Participants contributing data to a dataset to this Working Group agree that those data contributions are subject to the license indicated below. The dataset may not be a required element of an Approved Deliverable specification. **[Check one box]**

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USD Physics Working Group Charter

This Working Group Charter establishes the Scope and intellectual property terms used to develop the materials identified in this Working Group Charter for the Project. Only Project Steering Members, General Members, and Contributors, as applicable, that Joined the Working Group Charter will be bound by its terms and be permitted to participate in this Working Group.

1. Working Group Name. USD Physics
2. Working Group Deliverables. This Working Group will create: **[Check Specification, Source Code, and/or Dataset]**
 - X Specifications. There are two options for specification development. The “Community Specification” mode is designed specifically for a repository-based workflow that is familiar to developers while incorporating specification development due process and best practices. The “Traditional mode uses a governance model that is based on traditional approaches to standards and specification development. The Traditional mode includes a choice of copyright and patent licensing options so you may select the options best suited to your goals.

[Check Community Specification Mode or Traditional Mode]

Community Specification Mode.

1. Governance. The Working Group will operate in accordance with terms and policies of the Community Specification materials set forth at <https://github.com/CommunitySpecification/1.0>.
2. Working Group Scope. As set forth in the Working Group repository’s Scope.md file.

X Traditional Mode.

1. Governance. Traditional Mode uses the governance rules as set forth in Appendix A.
2. Working Group Scope. Universal Scene Description (USD) is an established open source technology that forms a foundation for 3D content authoring, interchange and transmission. The goal of the USD Physics Working Group is to extend the capabilities of OpenUSD to include physics concepts and phenomena by developing a normative schema for physical properties and attributes that can be used by many different simulation systems—thereby permitting these simulations to interoperate using a shared USD representation.

Scope: The Physics Working Group will define the strategy for abstracting the physical behaviors of objects and their physical material properties into OpenUSD. It will also seek consensus on how best to represent the physical attributes of objects in OpenUSD, and unambiguously specify and document this representation, such that interoperable tools may be created that share an understanding of such a representation. Its initial focus and first deliverable will be to provide a normative specification of the existing UsdPhysics schemas and support for rigid-bodies; their properties, attributes and scene description behaviors that are stable, understood and important for interoperability of physics authoring. Future areas of focus may include: 1) The extension of the UsdPhysics schema to support deformable and soft-bodies physics. 2) Developing approaches to allow for objects within the simulation to selectively express practical or artistic behaviors that are not rooted in physical behavior (example: exempting an object from being subject to gravity) with the goal of compatible interaction with other USD systems such as composition, animation, OpenExec, etc.

Approved Deliverables: The Working Group’s first Approved Deliverable will be the USD Physics Specification. Initially, this will take the form of a baseline description of core physics behaviors and functionality needed for rigid-body simulation authoring developed from the existing UsdPhysics schemas. Subsequent versions of the specification will incorporate future developments such as deformable/soft-body support per the above.

Other Documentation: In addition to the Approved Deliverables described above, the Physics Working Group may also develop non-normative educational, marketing, and informational materials, as well as white papers, to accompany any Approved Deliverables and to facilitate understanding and adoption of the Approved Deliverables. These documents will not undergo the Approved Deliverable process. All marketing materials should be developed

in collaboration with, and approved by, the Marketing Working Group and Legal committee. The Working Group may also develop reference source code implementations of new features that have been formally approved for inclusion in the USD Physics Specification and contribute those to the OpenUSD and UsdPhysics Repositories, subject in each case to approval by the relevant projects.

Out of Scope: The development of simulation systems themselves is explicitly out of scope as this group will develop the relevant physics attributes in an implementation-agnostic manner. Other areas not identified as in scope are out of scope.

Additional Working Group Provisions: The Working Group may also work with other organizations that have liaison relationships with the AOUSD. As indicated below, the Working Group will operate under (1) the Traditional Mode Governance, as supplemented by the Alliance for OpenUSD Process & Procedures, available on the Alliance's website; (2) the W3C Mode, as supplemented by the Alliance's Process & Procedures; and (3) Apache 2.0 for any source code contributions to the Working Group.

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 - X Apache 2.0, available at <http://www.apache.org/licenses/LICENSE-2.0.html>.
 - MIT License, available at <https://opensource.org/licenses/MIT>.
 - Mozilla Public License 2.0, available at <https://www.mozilla.org/MPL/2.0/>.
 - Other {{OTHER OSS}}_____.

- Dataset. Datasets are developed under the governance rules as set forth in Appendix A. Working Group Participants contributing data to a dataset to this Working Group agree that those data contributions are subject to the license indicated below. The dataset may not be a required element of an Approved Deliverable specification. **[Check one box]**
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Appendix A

Traditional Mode Governance

1. Working Group Chair. Each Working Group will designate a chair for that Working Group. A Working Group may select a new chair upon Approval of the Working Group Participants.
2. Working Group Requirements. Each Working Group must be comprised of at least 2 Working Group Participants. No Working Group Participant will be permitted to participate in a Working Group without first Joining the Working Group
3. Working Group Decision Making.
 - 3.1. Consensus/Voting/Approval. The Working Group will endeavor to make all decisions by consensus. Where the Working Group cannot reach consensus with respect to a particular decision, the Working Group will make that decision by a Supermajority Vote of the Steering Members and General Members in this Working Group.
 - 3.2. Appeals. Working Group decisions may be appealed by issuing a written appeal to the Working Group Chair, and that appeal will be considered by the Working Group chair in good faith. The Working Group Chair will respond in writing within a reasonable time.
 - 3.3. Notifications and Electronic Voting. The Working Group Chair is responsible for issuing all notifications of meetings and votes of the Working Group subject to the following minimum criteria: (i) in-person meetings require at least 30 days prior written notice, (ii) teleconference meetings require at least 7 days prior written notice (this requirement only applies to the notification of the first meeting of automatically recurring teleconference meetings), (iii) electronic votes require no advance notice but must be made pursuant to a clear and unambiguous ballot with only “yes” and “no” options, and the voting must remain open for no less than 7 days. These notification requirements with respect to the Project may be overridden upon unanimous consent of all Steering Members and General Members that have attended and participated in at least 50% of the last 4 meetings of the Project.
4. Deliverable Development Process.
 - 4.1. Pre-Draft. Any Working Group Participant or Contributor may submit a proposed initial draft document as a candidate Draft Deliverable of that Working Group. The Working Group chair will designate each submission as a “Pre-Draft” document.
 - 4.2. Draft. Each Pre-Draft document of a Working Group must first be Approved by the Working Group Participants of that Working Group to become a Draft Deliverable. Once the Working Group approves a document as a Draft Deliverable, the Draft Deliverable becomes the basis for all going forward work on that deliverable.
 - 4.3. Working Group Approval. Once a Working Group believes it has achieved the objectives for its deliverable as described in the Scope, it will progress its Draft Deliverable to “Working Group Approved” status.
 - 4.4. Final Approval. Upon a Draft Deliverable reaching Working Group Approved status, the Project Chair or his/her designee will present that Working Group Approved Draft Deliverable to all Steering Committee for Approval. Upon Approval by the Steering Committee, that Draft Deliverable will be designated an “Approved Deliverable.”
 - 4.5. Publication and Submission. Upon the designation of a Draft Deliverable as an Approved Deliverable, the Project Chair will publish the Approved Deliverable in a manner agreed upon by the Working Group Participants (*i.e.*, Project Participant only location, publicly available location, Project maintained website, Project member website, etc.). The publication of an Approved Deliverable in a publicly accessible manner must include the terms under which the Approved Deliverable and/or source code is being made available under, as set forth in the applicable Working Group Charter.
 - 4.6. Submissions to Standards Bodies. No Draft Deliverable or Approved Deliverable may be submitted to another organization without Approval by the Steering Committee. Upon Approval by the Steering Committee, the Project Chair will coordinate the submission of the applicable Draft Deliverable or Approved Deliverable to another standards development organization with Joint Development Foundation Projects, LLC. Working Group Participants that developed that Draft Deliverable or Approved Deliverable agree to grant the copyright rights necessary to make those submissions.
5. Definitions. Definitions are set forth below. Terms not defined in the Working Group Charter will have the definitions set forth in the Project Charter.

- 5.1. “Approved Deliverable” means the final version and contents of any Draft Deliverable approved as an Approved Deliverable as set forth in the Applicable Working Group Charter.
- 5.2. “Contribution” means any material, including any modifications or additions to an existing work, that the Steering Member, General Member, or Contributor submits for inclusion in the Draft Deliverable or Approved Deliverable, which is included in the Draft Deliverable or Approved Deliverable. For the purposes of this definition, “submit” means any form of electronic, oral, or written communication for the purpose of discussing and improving the Draft Deliverable or Approved Deliverable, but excluding communication that the Steering Member, General Member, or Contributor conspicuously designate in writing as not a contribution.
- 5.3. “Draft Deliverable” means all versions of the material (except an Approved Deliverable) developed by a Working Group for the purpose of creating, commenting on, revising, updating, modifying, or adding to any document that is to be considered for inclusion in the Approved Deliverable.
- 5.4. “Scope” means a description of the deliverables that a given Working Group will develop as established by the Working Group in accordance with the that Working Group’s Charter.

Appendix B

Traditional Mode Intellectual Property Policy Options

This document sets for the various options that a Working Group may select via its Working Group Charter for Working Groups operating under the Traditional mode. Working Group Participants are only subject to the options selected for that particular Working Group as designated in the Working Group Charter, and no other rights are granted.

COPYRIGHT POLICY OPTIONS.

Copyright Policy Option 1: Copyright Grant to Foundation.

1. Copyright Grant. Each Working Group Participant grants to the Project a perpetual, worldwide, non-exclusive, no-charge, royalty-free, copyright license, without any obligation for accounting, to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute any Contribution made by the Working Group Participant to the full extent of the Working Group Participant's copyright interest in the Contribution.
2. Ownership of Collective Works. By participating in a Working Group, the Working Group Working Group Participant agrees that all copyright created in the collective work belongs to the Project.

Copyright Policy Option 2: Creative Commons Attribution 4.0.

Each Working Group Participant agrees that its Contributions are subject to the Creative Commons Attribution 4.0 International license - <http://creativecommons.org/licenses/by/4.0/legalcode>.

PATENT POLICY OPTIONS.

For Each Patent Policy Option. The assurances provided in the selected patent mode are binding on the Working Group Participant's successors-in-interest. In addition, each Working Group Participant will include in any documents transferring ownership of patents subject to the assurance provisions sufficient to ensure that the commitments in the assurance are binding on the transferee, and that the transferee will similarly include appropriate provisions in the event of future transfers with the goal of binding each successor-in-interest.

Patent Policy Option 1: RAND-RF (Royalty-Free) Mode.

1. Licensing Commitment. For materials other than source code or datasets developed by the Working Group, each Working Group Participant agrees that it will offer to all applicants a royalty free, nonexclusive, worldwide, non-sub licensable, perpetual patent license to its Necessary Claims on fair, reasonable, and non-discriminatory terms to make, have made, use, import, offer to sell, sell, and distribute conformant implementations of any Approved Deliverable adopted by that Working Group only to the extent it implements the Approved Deliverable and so long as all required portions of the Approved Deliverable are implemented. Source code developed by the Working Group is subject to the license set forth in the Working Group charter.
2. Exclusion. Prior to the adoption of a Draft Deliverable as an Approved Deliverable, a Working Group Participant may exclude Necessary Claims from its licensing commitments under this agreement by providing written notice of that intent to the Working Group chair ("Exclusion Notice"). The Exclusion Notice for issued patents and published applications must include the patent number(s) or title and application number(s), as the case may be, for each of the issued patent(s) or pending patent application(s) that the Working Group Participant wishes to exclude from royalty-free licensing commitment set forth in Section 1 of this patent policy. If an issued patent or pending patent application that may contain Necessary Claims is not set forth in the Exclusion Notice, those Necessary Claims shall continue to be subject to the licensing commitments under this agreement. The Exclusion Notice for unpublished patent applications must provide either: (i) the text of the filed application; or (ii) identification of the specific part(s) of the Draft Deliverable whose implementation makes the excluded claim a Necessary Claim. If (ii) is chosen, the effect of the exclusion will be limited to the identified part(s) of the Draft Deliverable. The Chairperson will publish Exclusion Notices.
3. "Necessary Claims" means claims of a patent or patent application, other than design patents and design registrations, that are: (i) owned or Controlled by a Working Group Participant or its Affiliate now or at any future time; and (ii) are infringed by implementation of the normative portions, including the normative elements of optional portions, of applicable Approved Deliverable that is within Scope, where that infringement cannot be avoided by another technically reasonable non-infringing

alternative for implementing that Approved Deliverable. Necessary Claims do not include any claims: (a) that read solely on an implementation example included in that Approved Deliverable; (b) other than those claims set forth above, even if contained in the same patent as Necessary Claims; (c) that are infringed by any enabling technologies that may be necessary to make or use any product or portion thereof that complies with that Approved Deliverable, but are not themselves expressly set forth in that Approved Deliverable; (d) that are infringed by the implementation of other technologies developed elsewhere but referred to in the body of that Approved Deliverable; (e) that are infringed by any portions of any product and any combinations thereof the purpose or function of which is not required for conformance with the applicable Approved Deliverable; or (f) that are infringed by any software code set out in that Approved Deliverable for purposes of illustration, sample implementation, or reference.

Patent Policy Option 2: International Mode.

For materials other than source code or datasets developed by the Working Group, the Approved Deliverable is subject to then current terms of the Common Patent Policy for ITU-T/ITU-R/ISO/IEC, the Guidelines for Implementing the Common Patent Policy for ITU-T/ITU-R/ISO/IEC (including the Common Guidelines and Specific Provisions for ISO and IEC only), and Patent Statement and Licensing Declaration Form, which are available at <https://www.iso.org/iso-standards-and-patents.html>. References in these documents to ITU, ISO, and IEC are deemed replaced by references to the Project, references to Study Groups are deemed replaced by Working Groups, references to Recommendations and/or Deliverables are deemed replaced by references to Approved Deliverables, and all other ISO/IEC/ITU-T terms replaced with applicable Project terminology. Source code developed by the Working Group is subject to the license set forth in the Working Group charter.

In general, Working Groups prefer technologies with no known patent claims or technologies subject patent disclosures under Clause 1 (Free of Charge) of The Patent Statement and Licensing Declaration Form For ITU-T Or ITU-R Recommendation | ISO or IEC Deliverable.

Patent Policy Option 3: Open Web Foundation 1.0 Mode.

1. Open Web Foundation Final Specification Agreement 1.0 (“OWFa 1.0”). Upon the Working Group Participant’s execution of the Working Group Charter, that Working Group Participant will be subject to the obligations set forth in the Open Web Foundation Final Specification Agreement 1.0 (available at <http://www.openwebfoundation.org/legal/the-owf-1-0-agreements/owfa-1-0>, “OWFa 1.0”) with respect to the current and one immediately prior version of all Approved Deliverables from that Working Group.
2. Open Web Foundation CLA 1.0 (“OWF CLA 1.0”). Each Working Group Participant will be deemed to have executed the OWF CLA 1.0 for its Contributions (as defined in the OWF CLA 1.0) to the Working Group (available at <http://www.openwebfoundation.org/legal/the-owf-1-0-agreements/owf-contributor-license-agreement-1-0---copyright-and-patent>).
3. For Exclusion. Prior to the adoption of a Draft Deliverable as an Approved Deliverable, a Working Group Participant may exclude Granted Claims from its licensing commitments under the OWFa 1.0 by providing written notice of that intent to the Working Group chair (“Exclusion Notice”). The Exclusion Notice for issued patents and published applications must include the patent number(s) or title and application number(s), as the case may be, for each of the issued patent(s) or pending patent application(s) that the Working Group Participant wishes to exclude from the licensing commitment set forth in Section 4 of this patent policy. If an issued patent or pending patent application that may contain Granted Claims is not set forth in the Exclusion Notice, those Granted Claims will continue to be subject to the licensing commitments under the Agreement. The Exclusion Notice for unpublished patent applications must provide either: (i) the text of the filed application; or (ii) identification of the specific part(s) of the Draft Deliverable whose implementation makes the excluded claim an Essential Claim. If (ii) is chosen, the effect of the exclusion will be limited to the identified part(s) of the Draft Deliverable. The Project Chair will publish Exclusion Notices.
4. Approved Deliverables. Upon a Draft Deliverable being declared an Approved Deliverable by the Steering Committee, Working Group Participants will, without further action, be subject to the obligations set forth in the Open Web Foundation Final Specification Agreement (OWFa 1.0) with respect to that Approved Deliverable, except for any Granted Claims set forth in an Exclusion Notice. The OWFa 1.0 is available at <http://www.openwebfoundation.org/legal/the-owf-1-0-agreements/owfa-1-0>.

Patent Policy Option 4: W3C Mode.

1. Licensing Commitment. For materials other than source code or datasets developed by the Working Group, each Working Group Participant agrees to make available any of its Essential Claims, as defined in the W3C Patent Policy (available at <http://www.w3.org/Consortium/Patent-Policy-20040205>), under the [W3C RF licensing requirements](#) Section 5

(<http://www.w3.org/Consortium/Patent-Policy-20040205>), in Approved Deliverables adopted by that Working Group as if that Approved Deliverable was a W3C Recommendation. Source code developed by the Working Group is subject to the license set forth in the Working Group charter.

18.13. For Exclusion. Prior to the adoption of a Draft Deliverable as an Approved Deliverable, a Working Group Participant may exclude Essential Claims from its licensing commitments under this agreement by providing written notice of that intent to the Working Group chair (“Exclusion Notice”). The Exclusion Notice for issued patents and published applications must include the patent number(s) or title and application number(s), as the case may be, for each of the issued patent(s) or pending patent application(s) that the Working Group Participant wishes to exclude from the licensing commitment set forth in Section 1 of this patent policy. If an issued patent or pending patent application that may contain Essential Claims is not set forth in the Exclusion Notice, those Essential Claims shall continue to be subject to the licensing commitments under this agreement. The Exclusion Notice for unpublished patent applications must provide either: (i) the text of the filed application; or (ii) identification of the specific part(s) of the Draft Deliverable whose implementation makes the excluded claim an Essential Claim. If (ii) is chosen, the effect of the exclusion will be limited to the identified part(s) of the Draft Deliverable. The Working Group Chair will publish Exclusion Notices

Appendix C

Non-Member Agreement

The [Project Name] (the “Project”) would like to receive input, contributions, suggestions and other feedback (“Contributions”) on the specifications, documents, source code, data, and other artifacts being developed within its working groups (the “Materials”).

By signing below, you (on behalf of yourself if you are an individual and your company if you are providing Contributions on behalf of the company) grant the Project under all applicable intellectual property rights owned or Controlled by you or your company a non-exclusive, non-transferable, worldwide, perpetual, irrevocable, royalty-free license to use, disclose, copy, publish, license, modify, sublicense or otherwise distribute and exploit Contributions you provide for the purpose of developing and promoting the Materials and in connection with any product that implements and complies with the Materials. You warrant to the best of your knowledge that you have rights to provide these Contributions, and if you are providing Contributions on behalf of a company, you warrant that you have the rights to provide Contributions on behalf of your company. You also acknowledge that the Project is not required to incorporate your Contributions into any version of the Materials. You further agree that you and your company will not disclose it or distribute drafts of the non-public Project Materials to third parties. Unless the parties agree otherwise or the Project Materials are made publicly available by the Project, this obligation of non-disclosure will expire five (5) years from the date the material was disclosed to you.

Source Code

Any source code you provide to the Project is subject to the Developer Certificate of Origin version 1.1, available at <http://developercertificate.org/> and the license indicated in the Project’s source repository for the Materials.

Dataset

Any data you provide to the Project is subject to the license agreement indicated in the Project’s source repository for the Materials.

<u>Signature</u>	
<u>Print Name:</u>	
<u>Title:</u>	
<u>Company Name (if applicable):</u>	
<u>Email:</u>	
<u>Address:</u>	
<u>Date:</u>	

Project Sponsorship Agreement

Directed Fund Agreement between the Project Participants and the Linux Foundation

Funding for this Project is facilitated via a Linux Foundation Directed Fund, which is managed by Linux Foundation on behalf of the Project and subject to the direction of the Project's Steering Committee. To facilitate this arrangement, each Steering Member and General Member sponsoring the Project (each a "Fund Participant") enters into this Directed Fund Participation Agreement directly with the Linux Foundation under the following terms:

- Membership.** The sponsoring member ("Fund Participant") acknowledges that its financial support of the Project is as a member of the Linux Foundation. Linux Foundation membership is a prerequisite for participation in this Project Sponsorship Agreement.
- Sponsorship Terms.** The Fund Participant agrees to pay an annual sponsorship amount ("Participation Fee") to the Linux Foundation Directed Fund per the chosen Sponsorship Level. The Participation Fee is due within 30 days of the execution date of this agreement, and within 30 days of each anniversary of that date under the then current sponsorship amount. Agreements signed before the 15th of the month will be invoiced as if active on the first of the month of signature. Agreements signed on or after the 15th will be invoiced as if active on the 1st of the following month. All fee amounts are irrevocable and non-refundable commitments based in US Dollars. We reserve the right to refuse your Sponsorship Agreement if you have outstanding obligations to the LF or any other LF projects. In no event will fees be refunded, upon a Fund Participant's resignation or otherwise. At the first anniversary of membership, if this agreement is not canceled at least 30 days prior to the second anniversary of membership, a prorated amount of the applicable fees for the remainder of that calendar year (a "stub period") will be invoiced (and membership will proceed on a calendar-year based renewal cycle thereafter).
- Termination.** This agreement will automatically terminate upon termination of your membership status in the Project. In addition, Linux Foundation may terminate this Agreement upon notice to you in the event that (a) the Project discontinues operations or otherwise ceases to function, (b) you are in material breach of any of the charters or policies of the Project or policies of the Linux Foundation (copies of which are maintained on the Linux Foundation web site), (c) the Steering Committee of the Project requests that we terminate this agreement, (d) you cease to be a member of the Project, or (e) applicable law or regulation would prohibit our ability to continue to receive the Participation Fee. No refunds will be given on payments made under this agreement for any reason.

The Linux Foundation will apply the Participation Fee as directed by the Steering Committee of the Project as consistent with the tax-exempt status and mission of The Linux Foundation and the Project. Linux Foundation will have custody of and final authority over the usage of the Participation Fee. A general and administrative fee ("G&A Fee") will be applied by the Linux Foundation to funds raised to cover finance, accounting, and operational support for the Project, and paid to Linux Foundation from all such Project Participation Fees and other gross receipts received with respect to the Project. The annual G&A Fee will be 9% of the gross receipts received to support the Project (whether through the collection of Project Participation Fees, event revenues or otherwise) with respect to the first \$1,000,000 of annual gross receipts and 6% of annual gross receipts above \$1,000,000.

Sponsorship Level	Participation Fee
Steering Member	\$100,000 US
General Member	\$10,000 US
Contributor	N/A

Non Executable

By signing below, you acknowledge and agree that, when signed and accepted by us, this Agreement represents a binding contract between the parties and commits you and us to these terms and obligations:

Fund Name: **Alliance for OpenUSD Fund**

Sponsorship Level: _____

Authorized Representatives of Fund Participant:

Accepted:

FUND PARTICIPANT		THE LINUX FOUNDATION
(Print Sponsor Name)		
Signature		Signature
Name		Name
Title		Title
Date		Date