Open Design Alliance Antitrust Policy

The Open Design Alliance (“ODA”) is a non-profit technology consortium focused on the collaborative development of high-quality interoperability programming toolkits for the engineering software industry. By sharing the cost of development for complex projects, ODA members develop superior solutions for far less money than any single company could alone.

The ODA is not organized to and does not play any role in the competitive business decisions of its members or potential members, nor does it in any way restrict competition among them. The ODA and its members are steadfastly committed to their long-standing practice of competing vigorously and in compliance with the letter and the spirit of the antitrust laws.

ODA membership is subject to conditions that are non-discriminatory and objective. Membership is voluntary and each member retains absolute commercial freedom. ODA does not exclude qualified companies from membership for any anticompetitive purpose or impose any restriction regarding members’ dealings with each other or with non-members

It is the responsibility of every ODA employee, contractor, and member to be familiar with antitrust principles. These guidelines are designed as a supplement to aid compliance with the law and avoid even the mere appearance of impropriety. Any ODA employee, contractor, or member found to engage in or facilitate conduct prohibited by law, regardless of whether such conduct is related to ODA, is subject to potential expulsion from the ODA, civil liability, and referral to law enforcement.

This policy applies not only to any meetings or conversations that involve ODA business, but also to any other context directly or indirectly involving ODA including informal meetings and social events such as luncheons, receptions, and dinners.

I. Prices, Bids, and Compensation.

Agreements among competitors to fix prices or coordinate bids are per se unlawful and can result in criminal liability. With the exception of publicly-disclosed information, ODA employees, contractors, and members shall not discuss, signal, or exchange information about actual or prospective prices, bids, sales opportunities, customers, costs, employee compensation, hiring, or other competitively sensitive information. This includes but is not limited to discussions involving any element of operations which might influence pricing, bids, or compensation decisions, such as:

a. Prices, revenues, sales, costs, profits, losses, margins, mark-ups, supplies, discounts, rebates, or the cost of operations, supplies, services, or technology
b. Allowance for discounts or rebates;
c. Terms of sales and licensing, including credit arrangements;
d. Any transaction-specific information other than joint transactions between members and the ODA;
e. Requests For Proposal, bids, or bidding opportunities;
f. Business, product, or marketing plans;
g. Employee compensation, benefits, recruitment, hiring, or agreements not to solicit, hire, or poach employees;
h. Market shares for any product, group of products, or all products; and
i. Actual or projected changes in production, output, capacity, or inventory.

Antitrust enforcers recognize that sharing some types of information with competitors can benefit markets, businesses, and consumers alike. Accordingly, you can discuss high-level, aggregate information regarding industry trends and expectations, as long as such communications do not include any transaction-specific or company-specific data or any other information falling within the prohibited categories above. You can also discuss industry public relations,

litigation, legislation, lobbying, and long-term trends, subject to the same restrictions. Any such discussions should be held in an open setting to avoid an appearance of impropriety.

II. Markets.

Antitrust laws expressly prohibit any agreement between competitors to divide or allocate markets, including by geography, distribution channel, product type, and customers. Even an informal agreement whereby one competitor merely implies that it will stay away from another's territory or customers in exchange for reciprocity may constitute a per se violation of the antitrust laws and must be avoided. ODA employees, contractors, and members shall not discuss who will and will not compete for business along any of these dimensions. They likewise shall not discuss or otherwise disclose non-public information regarding any requests for proposals, bids, bidding opportunities, negotiations with current or prospective customers or suppliers, market share, changes in production, output, capacity, or inventory.

III. Exclusion.

Agreements among competitors to "boycott" or exclude others from a market or a competitive activity are unlawful. Illegal group boycotts include but are not limited to joint actions undertaken to preclude others from competing, and "blacklisting" or agreeing to refuse to deal with a particular distributor or supplier. ODA employees, contractors, and members shall not discuss excluding or discriminating against other companies from any product, geography, technical standard, customer, source of supply, or distribution channel.

IV. General Operating Procedures.

a. Antitrust violations can be inferred from the parties' conduct and it is important to avoid even the appearance of improper discussions.

b. If an ODA employee, contractor, or member believes a conversation is approaching an improper subject, they must clearly inform all other participants to the conversation that:

   1. They have concerns about the content of the discussion;
   2. Discussion on that topic must stop; and
   3. They will discuss this with their counsel before deciding if it can proceed.

   If the request is ignored, the ODA employee, contractor, or member must:

   1. Leave the discussion;
   2. Explain why they are leaving; and
   3. Promptly report the conversation to their counsel.

c. All ODA employees, contractors, or members must report any violation or suspected violation of this policy to their respective counsel.