



# CHERI ALLIANCE CIC

## Statement of competition compliance

Version 1.0  
Date August 2024

## 1. **Introduction**

1.1 The purpose of CHERI Alliance C.I.C. (the **Alliance**) is to carry on activities which benefit the community and in particular (without limitation) to promote the use and adoption of CHERI open security technology, methodology and/or standards to improve system security and memory protection in software and hardware products. In carrying this out, Alliance members and non-member attendees must:

1.1.1 act with the highest regard for their ethical, legal and professional obligations and the Alliance's purpose, values, and legal interests; and

1.1.2 follow the Guiding Principles as follows.

## 2. **Guiding principles - what information can be shared**

2.1 There are many positive aspects to associations such as the Alliance and information that can be shared can include:

2.1.1 non-confidential information that is in the public domain;

2.1.2 technical industry issues including standards and health and safety matters;

2.1.3 non-strategic technical or scientific data that results in consumer benefits;

2.1.4 industry public relations or lobbying initiatives; provided competitively sensitive information is not shared in the process, and advice has been taken if initiatives may exclude market operators; and

2.1.5 industry standards that increase product interoperability, compatibility or safety, provided advice has been taken on the development, transparency, accessibility and potential competitive impact of these standards.

## 3. **Guiding principles - What information cannot be shared**

3.1 There are certain areas of sensitive commercial information that should never be discussed between our members or between members and non-members through the Alliance, either formally or informally, intentionally or inadvertently, directly or indirectly through a third party. These include:

3.1.1 current or future pricing, or matters affecting prices;

3.1.2 company-specific sales information;

3.1.3 company-specific cost information;

3.1.4 salaries and wages, hiring practices or limitations on hiring a competitor's employees;

3.1.5 commercial planning or strategy information including geographic growth and business expansion or contraction plans; and

- 3.1.6 key contract terms, such as any matters relating to specific suppliers and customers that are significant to core drivers of market competition, such as key contract.
- 3.2 Members should never reach any agreement or understanding (including tacitly) with any other member or with any non-member through the Alliance's work on the following:
  - 3.2.1 prices that either company will announce or charge their customers;
  - 3.2.2 the timing or method of price increases;
  - 3.2.3 terms of sale or delivery that either company will offer customers;
  - 3.2.4 allocating product or geographic markets in which either company will sell or not sell;
  - 3.2.5 allocating customers to which either company will sell or not sell;
  - 3.2.6 bids to any customers, including whether to bid or not to bid;
  - 3.2.7 production, capacity, or sales volumes; and
  - 3.2.8 soliciting each other's employees or employee salaries and benefits.
- 3.3 These types of agreements (cartel agreements) are automatically illegal in the UK, the jurisdiction in which the Alliance is established. There can be no justification; the agreement itself is unlawful.
- 4. **Queries**
  - 4.1 Any questions relating to this statement, or its contents, should be directed to the Board of Directors of the Alliance.
  - 4.2 Any suspected breach of this statement should be reported to the Board of Directors of the Alliance.