

1  
2  
3  
4

**OPEN MOBILITY FOUNDATION**  
**BYLAWS (v1.30) APPROVED \***

5  
6

**1. The Foundation.**

7  
8  
9  
10  
11  
12  
13  
14

1.1. **Short Name.** This organization shall be called the Open Mobility Foundation (or in this document, the “Foundation”).

15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

1.2. **Description and Scope.** The Open Mobility Foundation is a not-for-profit organization that sponsors, develops and promotes open source software projects, standards activities, and related software and technology programs associated with urban mobility and transportation, that conform to the “Open Mobility Design Principles” attached as **APPENDIX A**. Because of the central role of municipalities in establishing and coordinating urban transportation policy, The Foundation uses a tiered governance structure, in which scope and strategy are directed by cities, while technical implementation is developed and managed by all stakeholders including private and commercial entities.

15  
16  
17

1.3. **These Bylaws.** The purpose of this document is to establish operating and procedural rules for the Foundation, its governance and its technical activities, and to specify the scope of its operations.

18  
19  
20  
21  
22  
23  
24  
25  
26

1.4. **Legal Name and Establishment.** The Foundation is established as a distinct series entity hosted by the OASIS Open Development Foundation, LLC, a Delaware series limited liability company (the “Host LLC”), under the Charter and Series Agreement attached as **APPENDIX B** (“Series Agreement”). The full legal name of the Foundation is: OASIS Open Development Foundation, LLC, Open Mobility Foundation Series. The role of the Host LLC is to provide certain administrative functions as provided in the Operating Rules published by the Host LLC at [URL] (the “Host LLC Operating Rules”), to assist the Foundation in maintaining its non-profit status and compliance with accounting and legal requirements, and to provide other services if requested by the Foundation’s Board of Directors.

27

**2. Membership and Dues.**

28  
29  
30  
31

2.1. **Membership.** The “Members” of the Foundation are entities who join by following the process described in this Section 2. Only entities and organizations may be Members. Individuals may participate as Contributors (as defined in Section 2.4) and may join specific Foundation activities as provided below, but are not eligible to be Members.

32  
33  
34  
35

2.2. **Classes of Members.** Foundation Members shall be either Public Members or Non-Public Members. A “Public Member” is a government entity. A “Municipal Member” is a Public Member that manages traffic on the public right of way for a particular jurisdiction. A “Non-Public Member” is a Member which does not qualify as a Public Member.

36  
37

2.3. **Joining as a Member; Member Dues.** Entities become Members of the Foundation by taking each of the following steps: (a) Submitting a written application with a

---

\* This v1.30 of the Bylaws, dated July 22, 2019, reflects amendments to Bylaws v1.27 dated June 18, 2019, which were approved by the OMF Board at its meeting on July 22, 2019. Those amendments are marked as changes on this copy. The effective date for some amendments will occur at the end of a required member notification period, as provided by Sections 3.4 and 13 of the Bylaws.

38 short description of their status, size, areas of interest and contact parties, and agreeing to be  
39 bound by these Bylaws, on a form or document specified by the Executive Director; and  
40 (b) paying the dues (if any) applicable to their class of membership (“Dues”) as provided below.  
41 Public Members are not assessed Dues. The initial amounts of required Dues for Non-Public  
42 Members are attached as **APPENDIX C**. The Dues for classes of Member are set from time to  
43 time by the Foundation’s Board of Directors after consultation with all stakeholders, and may  
44 vary by size or nature of participant. Dues when paid entitle a Member to participate as a  
45 Member for one year from the date of payment, and are nonrefundable. Members cease to be  
46 Members when they either cease paying Dues, withdraw (on a form or document specified by  
47 the Executive Director), or are terminated as provided in Section 7.

48 **2.4. Contributors and Contributions.** “Contributors” in the Foundation are individual  
49 stakeholders and interested parties who make Contributions to the work of the Foundation.  
50 A Contributor may, but need not, be affiliated with a Member. Persons become Contributors  
51 by taking each of the following steps: (a) Registering their interest in participating in the  
52 Foundation with the Executive Director (who may provide an online form for doing so);  
53 (b) providing a designated e-mail address and GitHub handle (username) that will identify them  
54 for participation purposes; (c) agreeing to be bound by these Bylaws and the Code of Conduct  
55 (as defined in Section 11); and (d) signing and complying with the requirements of a  
56 Contributor License Agreement (“CLA”) as described in Section 6. Contributors retain their  
57 status as Contributors until either they terminate their Individual CLA as provided in Section 6,  
58 or are terminated as provided in Section 7.

### 59 **3. Governance.**

60 The Foundation is governed by its Board of Directors, Technology Council and Staff, and  
61 conducts its collaborative development work in Working Groups and Committees, as provided  
62 below. The word “panel” when used herein refers to one or more of the Board, Council,  
63 Working Groups or Committees, as appropriate.

64 **3.1. Board of Directors.** The Foundation’s Board of Directors (or “Board”) is its principal  
65 governing body. The Board conducts the business normally performed by the board of  
66 directors of a nonprofit organization. Among other things, subject to these Bylaws and the Host  
67 LLC Operating Rules, the Board:

- 68 • approves and amends Working Group Charters and Committee Charters;
- 69 • may initiate and close Working Groups and Committees;
- 70 • may establish liaisons with external organizations, and adopt procedures for  
71 their administration, in a manner that conforms to the requirements of these  
72 Bylaws;
- 73 • may approve or withhold approval of proposed Foundation Deliverables (see  
74 Section 5.4), the Architecture (see Section 3.2.2), and any other official report,  
75 position or work product issued by any Working Group or Foundation  
76 Committee;
- 77 • monitors and ensures the application of the Open Mobility Design Principles to  
78 the deliverables of the Foundation;

- 79 • supervises the Executive Director;
- 80 • approves the annual Foundation Budget;
- 81 • reviews and in consultation with the Host LLC adopts and monitors appropriate
- 82 data privacy and security practices, including document retention and
- 83 destruction practices, all of which shall conform to the Host LLC Operating Rules
- 84 and the applicable requirements of law; and
- 85 • oversees the Foundation’s financial and operating performance.

86 The Board shall conduct its business and decision-making as provided in Section 3.3. The  
87 Executive Director shall have the right to attend and speak at all meetings (subject to exclusion  
88 in appropriate cases for oversight of the Executive Director). The Board should generally  
89 conduct open meetings (as provided in the Code of Conduct) and shall maintain records of its  
90 actions that are open to all Members, but in each case subject to exclusion in appropriate cases  
91 for legal, procurement, human resources or other appropriate non-technical topics requiring  
92 confidentiality.

93 The Board shall elect a chair and a vice-chair from among its members, who each shall  
94 serve for a term of one-year so long as she remains a Board member. The Board may re-elect  
95 or remove its chair and vice-chair as it chooses.

96 3.1.1. *Board Membership, Eligibility.* The Board initially shall be composed of thirteen  
97 members, selected as provided below, and may be expanded as provided below. Every  
98 member of the Board of Directors must be, and remain during their term, an employee of a  
99 Municipal Member of the Foundation. Board members shall be elected or appointed to two-  
100 year terms, except as provided below for the initial members, so that the Board member terms  
101 overlap for continuity. There shall be no non-voting members of the Board.

102 Members of the Board must be nominated for the Board by the Municipal Member who  
103 employs them. Once a Board member is seated, the Municipal Member who employs them  
104 may change its nominee at any time; the individual representative will not retain her Board  
105 appointment if she ceases to be affiliated with the Member they represent.

106 3.1.2. *Board Vacancies.*

107 *Filling an interim vacancy in an unexpired Board term:* Resignation by a Board member  
108 from that person’s employment by a Public Member entitles that Member to name a  
109 replacement Board member from among eligible employees for the remainder of the unserved  
110 term. Failure to do so within 30 days, or the departure or termination of the Public Member  
111 from the Foundation, creates a vacancy, which shall be filled by the Board of Directors from  
112 among nominees solicited from eligible Public Members for the remainder of the unserved  
113 term.

114 *Filling Board seats when newly created or at the end of a term:* Board seats that are  
115 newly created, or are vacated at the end of a director's scheduled term, shall be filled by a short  
116 election announced and administered by the Executive Director (a “Regular Election”), in which  
117 each Public Member votes from among nominees solicited from eligible Public Members. The  
118 Board reserves the right to create Board member classes to establish participatory or

119 geographic diversity, by a Board resolution adopted and announced prior to the announcement  
120 of any Board election to which it applies.

121 3.1.3. *Board Expansion.* The Board always shall have an odd number of seats. The  
122 Board may elect to increase the size of the Board at the following times: (a) once, at any time  
123 within 90 days of the initial Board meeting, by an even number of newly created seats; and  
124 (b) on each anniversary of the initial Board meeting, by an even number of newly created seats,  
125 so long as the number of Public Members has increased by at least 20 percent since the last  
126 Regular Election of Board members. The maximum size of the Board shall be 15 members.

127 3.1.4. *Initial Board of Directors:*

128 Rob Spillar nominated by the City of Austin, TX (two-year term)

129 Seleta Reynolds nominated by the City of Los Angeles, CA (two-year term)

130 Jeff O'Brien nominated by the City of Louisville, KY (two-year term)

131 Carlos Cruz-Casas nominated by Miami Dade County, FL (two-year term)

132 Robin Hutcheson nominated by the City of Minneapolis, MN (two-year term)

133 Rodney Stiles nominated by the City of New York, NY (two-year term)

134 Chris Warner nominated by the City of Portland, OR (one-year term)

135 Michael Carroll nominated by the City of Philadelphia, PA (one-year term)

136 Ramses Madou nominated by the City of San Jose, CA (one-year term)

137 Francie Stefan nominated by the City of Santa Monica, CA (one-year term)

138 Sam Zimbabwe nominated by the City of Seattle, WA (one-year term)

139 Tom Maguire nominated by the City of San Francisco, CA (one-year term)

140 Jeff Marootian nominated by the City of Washington, DC (one-year term)

141 **3.2. Technology Council**

142 The Foundation's Technology Council (or "Council") is its principal technical review  
143 body. Subject to these Bylaws and the Host LLC Operating Rules, the Council:

- 144 • Comments on each proposed Working Group Charter prior to its approval by the  
145 Board.
- 146 • Drafts, and then may recommend for approval to the Board, the Foundation  
147 Architectural Landscape Statement (as defined in Section 3.2.2).
- 148 • Reviews and revises the Architectural Landscape Statement as needed, at least  
149 annually.
- 150 • Comments on and makes recommendations regarding approval for each  
151 Working Group Approved Deliverable, prior to its review by the Board of  
152 Directors as provided in Section 5.4.

153 The Council shall conduct its business and decision-making as provided in Section 3.3.  
154 The Executive Director shall have the right to attend and speak at all meetings of the Council.  
155 The Council must conduct open meetings (as provided in the Code of Conduct) and shall  
156 maintain records of its actions that are open to all Members.

157 The Council shall elect a chair from among its members, who shall serve for a term of  
158 one-year so long as she remains a Council member. The Council may re-elect or remove its  
159 chair as it chooses.

160 3.2.1. *Council Membership, Eligibility.*

161 The Technology Council initially shall be composed of up to six members appointed by  
162 resolution of the Board of Directors, from among the nominees proposed by eligible Members,  
163 at any time within 90 days of the initial Board meeting. Each member of the Technology  
164 Council must be, and remain during their term, an employee or Appointed Representative (as  
165 defined in Section 3.6) of a Member of the Foundation, with at least two-thirds of the members  
166 representing Non-Public Members of the Foundation. The initial council members shall be  
167 appointed to one-year terms.

168 A vacancy on the Council is created when a Council member resigns or is terminated  
169 from the Council, or resigns or is terminated from their representation of a Member, or the  
170 Member they represent departs or is terminated from the Foundation. That vacancy shall be  
171 filled by the Board of Directors from among the nominees of eligible Members for the  
172 remainder of the unserved term.

173 After the initial Council members, Council seats that are newly created, or are vacated at  
174 the end of a Council member's term, shall be filled as follows. For seats held by employees or  
175 Appointed Representatives of Public Members, the Board of Directors will appoint members by  
176 resolution. For seats held by employees or Appointed Representatives of Non-Public Members,  
177 members will be chosen by a short election, announced and conducted by the Executive  
178 Director, in which each Non-Public Member votes. The Board reserves the right to increase the  
179 size of the Technology Council or amend the procedure for selecting Council members, by a  
180 simple Board resolution adopted and announced prior to the announcement of any Technology  
181 Council election to which it applies.

182 3.2.2. *Architectural Landscape Statement.* The Technology Council shall review and  
183 recommend to the Board an initial and successive Architectural Landscape Statements (or  
184 "Architecture") for the Foundation that describes:

- 185 • the anticipated relationship of various Foundation deliverables and Working Groups  
186 (and may include a model of the roles and functions supported by the Foundation's  
187 deliverables),
- 188 • a list of additional projects under consideration, including any dependencies or other  
189 contingent considerations, and
- 190 • proposed or anticipated relationships between the output of the Foundation and other  
191 existing technologies, specifications and other organizations.

192 The Architecture does not constitute a Foundation Deliverable, in the sense of Section 5.4. As  
193 such, it is necessarily descriptive rather than normative. The Foundation will rely on specific  
194 Approved Deliverables to establish implementation and conformance guidance. However, the  
195 Board may elect to use language from the Architecture as part of the Charter of a Working  
196 Group, or in specifying the requirements for an Approved Deliverable.

197 **3.3. Decision-making, Notifications and Voting.** The Board of Directors and the  
198 Technology Council each shall meet periodically (which may be by telephonic bridge) on a  
199 schedule it sets from time to time. The Executive Director (or a Staff designee) is responsible  
200 for issuing all notifications of those meetings and recording votes and decisions of those panels.  
201 Decisions of those panels are reached by a majority of the panel's then-seated individual  
202 members, at a meeting or in a process that conforms to the following requirements (except  
203 Major Decisions, as separately provided below): Either

204 (i) at an in-person meeting after at least 30 days prior written notice to all individual  
205 members; or

206 (ii) at a telephonic meeting after at least 7 days prior written notice to all individual  
207 members (but this requirement only applies to the notification of the first meeting of  
208 automatically recurring teleconference meetings); or

209 (iii) by an electronic vote circulated to all individual members by the Executive Director  
210 (or her Staff designee) in a clear and unambiguous ballot with only "yes" and "no"  
211 options, and the voting must remain open for no less than 7 days; or

212 (iv) in the case of the Board of Directors, by a unanimous written consent signed by all  
213 then-seated Board members.

214 In cases where these Bylaws do not specify otherwise, meetings of the Board of Directors and  
215 Technology Council shall be conducted according to Roberts Rules of Order, Newly Revised.  
216 Requirements of written notice in these rules shall be satisfied by email messages transmitted  
217 to the email address provided in the Foundation's records for the recipient.

218 **3.4. Major Decisions (Board only).** The actions listed below (each a "Major Decision")  
219 require a special approval of the Board of Directors in which (i) a supermajority of at least 75%  
220 of the then-seated members of the Board vote in favor of the action, after (ii) written notice of  
221 the proposed action, in reasonable detail, is posted to the Members of the Foundation for  
222 consultative purposes at least 14 days prior to the Board note. The following actions are Major  
223 Decisions requiring that supermajority process: (a) amendment of these Bylaws other than its  
224 Exhibits; (b) amendments of Appendices A, F, G, H, I, J or K of these Bylaws; (c) actions to  
225 terminate a Working Group prior to the sunset date (if any) stated in its Charter; (d) matters for  
226 which a Major Decision vote explicitly is required in these Bylaws, and (e) actions to terminate,  
227 wind up or make changes to the corporate structure or ownership of the Foundation.

228 **3.5. Foundation Staff and Budget.** The Foundation may engage individuals ("Staff") to  
229 conduct specific tasks for the Foundation consistent with these Bylaws, its approved Budget,  
230 and the Host LLC Operating Rules.

231 **3.5.1. Executive Director.** The Foundation shall have an Executive Director whose  
232 responsibilities shall include organizing meetings, organizing voting, identifying new Working

233 Groups, tracking Technology Council, Working Group and Committee progress, those duties set  
234 forth in the Series Agreement, proposing an annual Budget, supervising the Staff, and such  
235 other responsibilities as may be approved by the Board. The Board may terminate the  
236 Executive Director and select a new Executive Director from time to time, subject to the Host  
237 LLC Operating Rules.

238 3.5.2. *Initial Executive Director.* James Bryce Clark

239 3.5.3. *Treasurer.* The Foundation shall have a Treasurer whose responsibilities are set  
240 forth in the Series Agreement and will include supervising the management of the financial and  
241 accounting matters of the Foundation, subject to the Host LLC Operating Rules. At the option of  
242 the Board, the Treasurer may be an uncompensated position. The Executive Director shall  
243 serve as Treasurer at any time when another person is not appointed to that role. The Board  
244 may terminate the Treasurer and select a new Treasurer from time to time, subject to the Host  
245 LLC Operating Rules.

246 3.5.4. *Initial Treasurer.*

247 3.5.5. *Foundation Staff.* The Executive Director may create additional Staff positions,  
248 subject to consultation with the Board and to the extent reflected in the Budget, and shall hire,  
249 fire and supervise all such Staff. All Foundation Staff shall (a) be engaged under appropriate  
250 contractual arrangements approved by the Host LLC, (b) during their service as Staff represent  
251 the Foundation, and not represent other employers or stakeholders within the Foundation, and  
252 (c) register as Contributors and agree to the Individual CLA.

253 3.5.6. *Foundation Budget and Funds.* The Foundation's annual budget ("Budget"),  
254 including the Dues amounts that will apply for the period, shall be proposed to the Board of  
255 Directors by the Executive Director, in consultation with the Host LLC and the Treasurer, no less  
256 than 60 days prior to the first day of the Foundation fiscal year to which it applies. The assets  
257 and liabilities of the Foundation shall be administered in the manner described in the Host LLC  
258 Operating Rules, and subject to the limitations set forth therein, including the maintenance of  
259 appropriate non-profit status. The Budget shall explicitly identify and segregate expenses for  
260 the core operations of the Foundation ("Core Expenses") from those that support the  
261 remainder of the Foundation's programs, according to the following definition: Core Expenses  
262 shall be the direct costs of Staff salaries and compensation.

263 Funds for the administration of the Foundation may be derived from (a) Dues from  
264 Foundation Members; (b) properly-approved program activities of the Foundation that  
265 generate revenue; and (c) donations of cash or in-kind services from Foundation Members or  
266 non-members ("Donations"), provided that they are (i) appropriate in nature, legality and  
267 source for the purposes of the Foundation, (ii) valued and accounted for at a value agreed by  
268 the Host LLC, and (iii) explicitly accepted by a resolution of the Board of Directors.

269 Funds generated from Dues or Donations that are paid by organizations, entities or  
270 individuals that either are

271 (x) parties providing transportation, mobility or related services of the kinds that may  
272 be regulated by the Public Members ("Regulated Mobility Entities"), or

273 (y) their affiliates, or

274 (z) those service providers to Regulated Mobility Entities if any who serve as the  
275 representatives of those entities within the Foundation,

276 may not be used to pay Core Expenses, and must be segregated as distinct funds in the Budget  
277 and the administration thereof.

278 **3.6 Appointed Representatives of Foundation Members.** A Foundation Member may  
279 appoint one or more non-employee Contributors to represent and make contributions on  
280 behalf of that entity in Working Groups, Foundation Committees and/or the Technology  
281 Council, by making that designation in writing to the Executive Director. Those non-employee  
282 representatives (the “Appointed Representative” of that Member) shall:

- 283 • serve at the pleasure of that Member,
- 284 • be named in a signed Entity CLA for that Member, so that they are authorized to make  
285 Contributions on behalf of that Member, and
- 286 • appear by name on the roster of each Foundation panel on which they serve, as  
287 representing the Member that appointed them, but also with the name of their own  
288 employer for information.

289 **3.7 Concentrations of Members on the Board of Directors.** In order to ensure  
290 diversity of stakeholders, no more than one member of the Board of Directors from the same  
291 or overlapping jurisdictions may be seated or serve at the same time.

292 **3.8 Concentrations of Members on the Technical Council.** In order to ensure  
293 diversity of stakeholders, no Member may seat more than one of its representatives on the  
294 Technical Council (or another panel to which this rule applies), whether that individual member  
295 is an employee or an Appointed Representative. No employer or consultancy who supplies  
296 Appointed Representatives to Members may have more than one of its employees or  
297 contractors seated on the Technical Council (or another panel to which this rule applies),  
298 regardless of which Member or Members they represent.

#### 299 **4. Working Groups and Committees.**

300 The technical work of the Foundation shall be conducted in Working Groups, which shall  
301 be composed of Contributors. Policy issues and work shall be conducted in Committees, which  
302 shall be composed of individual representatives appointed by Members.

##### 303 **4.1 Working Groups.**

304 Each Working Group (or “WG”) is established by a WG Charter that must be approved  
305 by the Board of Directors. All members of a Working Group must be Contributors. The size of a  
306 WG is unlimited unless otherwise specified in its WG Charter. Working Groups shall have no  
307 nonvoting members. Each Working Group shall conduct its business and decision-making as  
308 provided in Section 4.3 below.

309 **4.1.1 WG Charters.** Any initial WG Charters are attached as **APPENDIX D**. A new WG  
310 Charter may be proposed by any Member, but the normal practice is for new WGs to be  
311 proposed by the Technology Council and approved as part of the review of the Architecture.  
312 The Board of Directors may elect to delegate preparatory work to a limited-life Committee to



313 study the need for a new WG and draft its Charter. Subsequently the Board of Directors may  
314 amend the Charter of an existing WG to incorporate new requirements or other changes  
315 necessitated by revisions to the Architecture. The Board may elect to combine Working Groups  
316 by approving a combined single Charter, or to divide the work of a WG by allocating its scope,  
317 deliverables and repositories among multiple revised Charters.

318 Each WG Charter shall be approved by the Board based on a template provided in  
319 Appendix D that specifies:

- 320 • The purpose, scope, deliverables, and expected duration of the WG. Any constraints on  
321 the scope and deliverables statements in the Charter are binding on the WG, which may  
322 not issue proposed work that varies from those constraints, and WG members may rely  
323 on those limitations.
- 324 • A set of roles within the WG which the WGSC should fill from Contributors who have  
325 volunteered to participate in the WG. The most important roles are those associated  
326 with review and approval of contributions. The initial list of roles will depend on the  
327 way in which the work of the WG is organized into sub-projects and repositories.  
328 Thereafter the WGSC may revise the set of roles and appoint, replace and revise the  
329 team as necessary to accommodate WG activities.
- 330 • The organization of the WGSC and its initial membership.
- 331 • Specific requirements for Contributors to the WG. If not otherwise specified, any  
332 Contributor may join a WG.
- 333 • The review policy for Deliverables from the WG. By default, the methodology described  
334 in Section 5 will be used. However, for some kinds of Deliverables, especially software  
335 which is developed according to Continuous Integration practices, the review processes  
336 and timetables described in that section may be inappropriate. In such cases the WG  
337 Charter may specify an alternative model, subject to the limitations noted in Section 5.
- 338 • The licensing model for the WG. The default required licensing for work of each WG, to  
339 be altered by the Board only in exceptional circumstances, is the Apache v2.0 License.

340 4.1.2. *WG Steering Committee.* Each WG is administered by a WG Steering Committee  
341 (“WGSC”) composed of five Contributors to the WG subject to the eligibility rules in this section.  
342 The WGSC is responsible for assigning maintainer and reviewer roles to Contributors of the WG,  
343 and determining the status of Deliverables.

344 All WGSC members must be, and remain during their term, an employee or  
345 representative of a Member of the Foundation, must be nominated by the Member who  
346 employs or engages them, and serve subject to the consent of that Member. WGSC members  
347 shall be elected or appointed to one-year terms. The initial WGSC members are designated in  
348 the WG’s initial Charter, and thereafter shall be elected each year by all those WG Contributors  
349 who either are employed by Foundation Members or are Appointed Representatives of  
350 Foundation Members (as defined above).

351 Resignation or termination of a WGSC member from that person’s representation of a  
352 Member, or the departure or termination of that Member from the Foundation, or her

353 individual resignation or termination from the Council, creates a WGSC vacancy, which shall be  
354 filled by the Board of Directors from among the nominees of eligible Members for the  
355 remainder of the unserved term.

356 Each WGSC shall elect one or two chairs from among its members, who serve at the  
357 pleasure of the WGSC members. The Charter of a WG may stipulate that at least one of the  
358 chairs represents a Public Member. The chairs of the various WGSCs shall coordinate their  
359 activities as they see fit, and periodically report progress to the Technology Council.

360 4.1.3. *WG Deliverables.* Deliverables from a WG are developed by its Contributors, and:

- 361 • May be proposed policies, designs, specifications, code, APIs, regulations or otherwise.
- 362 • Constitute recommendations to the Board: WGs are not empowered to speak for or  
363 approve work for the Foundation.
- 364 • Must be within the Scope described in the WG's Charter.

#### 365 4.2 **Foundation Committees.**

366 Each Foundation Committee (or "Committee") is established by a Committee Charter  
367 that must be approved by the Board of Directors. All members of a Committee must be  
368 Contributors. The size of a Committee is unlimited unless otherwise specified in its Committee  
369 Charter. Committees may have nonvoting members if their Charter so provides, but such  
370 persons also must be Contributors. Each Committee shall conduct its business and decision-  
371 making as provided in Section 4.3 below.

372 4.2.1 *Committee Charters.* Any initial Committee Charters are attached as **APPENDIX E.**  
373 A new Committee Charter may be proposed by any Member, but the normal practice is for the  
374 Board to initiate any new proposed Committees. The Board of Directors may elect to delegate  
375 preparatory work to a limited-life Committee to study the need for a new Committee and draft  
376 its Charter. The Board may elect to combine Committees by approving a combined single  
377 Charter, or to divide the work of a Committee by allocating its scope, deliverables and  
378 repositories among multiple revised Charters.

379 Each Committee Charter shall be approved by the Board based on a template provided  
380 in Appendix E that specifies:

- 381 • The purpose, scope, deliverables, and expected duration of the Committee. In most  
382 cases the Charter will specify that patented or patentable work product should be  
383 excluded from the permitted output of a Committee. Any constraints on the scope and  
384 deliverables statements in the Charter are binding on the Committee, which may not  
385 issue proposed work that varies from those constraints, and Committee members may  
386 rely on those limitations.
- 387 • The initial chair or chairs of the Committee.
- 388 • The methodology for documentation of Committee work, and those roles (such as a  
389 repository team) proposed for the Committee. Thereafter the Committee may appoint,  
390 replace and revise those roles or team as necessary to accommodate Committee  
391 activities.

- 392
- The organization of the Committee and its initial membership.
- 393
- The licensing model for the Committee. The default required licensing for work of each
- 394 Committee, to be altered by the Board only in exceptional circumstances, is the Creative
- 395 Commons CC-BY v4.0 License.

396 4.2.2. *Committee Chairs.* Each Committee is administered by its chair or chairs. The

397 Committee is responsible for assigning maintainer and reviewer roles to Contributors of the

398 Committee, and the chair or chairs supervise those roles.

399 All Committee chairs must be, and remain during their term, an employee or

400 representative of a Member of the Foundation, and serve subject to the consent of the

401 Member who employs or engages them. Committee Chairs shall be appointed and removed by

402 the Board of Directors. The initial Committee chairs may be designated in the initial Charter.

403 Resignation or termination of a Committee chair from the Committee or the Foundation

404 creates a chair vacancy, which shall be filled by the Board of Directors.

405 4.2.3. *Committee Deliverables.* Deliverables from a Committee are developed by its

406 members, and:

- 407
- May be proposed policies, designs, regulations or otherwise.
- 408
- Constitute recommendations to the Board: Committees are not empowered to speak
- 409 for or approve work for the Foundation.
- 410
- Must be within the Scope described in the Committee's Charter.
- 411
- Shall be subject to a member comment and review period (or, if its charter specifies, a
- 412 public review) in advance of the Committee's final vote to recommend.

#### 413 4.3. **Consensus, Voting and Approval.**

414 Each Working Group Steering Committee and Foundation Committee may elect to meet

415 periodically (which may be by telephonic bridge) on a schedule it sets from time to time, or

416 work asynchronously without real-time meetings, as it chooses, except to the extent its Charter

417 requires otherwise. The Working Group Steering Committee chairs and Foundation Committee

418 chairs (respectively) are responsible for issuing all notifications of those meetings and votes to

419 their members (including WG Contributors in the case of a WGSC) and the Foundation Staff,

420 and recording votes and decisions of those panels. Those notices, votes and decisions may be

421 required to be conducted on tools designated by the Executive Director.

422 Work products and deliverables of a Working Group or Foundation Committee, and

423 drafts thereof, must be circulated or published with a status classification as provided in

424 Section 5.

425 Each Working Group, Working Group Steering Committee and Committee shall

426 endeavor to make all decisions by consensus. Whether consensus has been reached shall be

427 determined by the WGSC for a Working Group, by the chair(s) for a WGSC, and by the chair(s)

428 for a Foundation Committee. Working Groups are expected to work asynchronously in most

429 cases, and operate by consensus and the exchange and disposition of repository pull requests

430 and comments. In the case of WGSCs or Foundation Committees, where consensus cannot be  
431 reached with respect to a particular decision, a formal vote may be necessary, so the WGSC or  
432 Committee will make that decision by a majority of the panel's then-seated individual  
433 members, at a meeting or in a process that conforms to the following requirements: Either

434 (i) at an in-person meeting after at least 30 days prior written notice of the meeting to  
435 all individual members; or

436 (ii) at a telephonic meeting after at least 7 days prior written notice of the meeting to all  
437 individual members (but this requirement only applies to the notification of the first  
438 meeting of automatically recurring teleconference meetings); or

439 (iii) by an electronic vote circulated to all individual members (which may be required to  
440 be conducted on tools designated by the Executive Director) in a clear and unambiguous  
441 ballot with only "yes" and "no" options, and the voting must remain open for no less  
442 than 7 days.

443 Notices of WGSC meetings, and votes or decisions to approve a Working Group deliverable,  
444 shall be circulated to the Working Group members (Contributors) at the same time they are  
445 circulated to the WGSC members. Requirements of written notice in these rules shall be  
446 satisfied by email messages transmitted to the email address provided in the Foundation's  
447 records for the recipient. WGSCs, Working Groups and Committees must conduct open  
448 meetings (as provided in the Code of Conduct) and shall maintain records of their actions that  
449 are open to all Members.

450 **4.4 Appointed Representatives; Concentrations of Members.** A Foundation Member  
451 may appoint one or more non-employee Appointed Representatives to represent and make  
452 Contributions on behalf of that entity in a Working Group or Foundation Committee, in the  
453 same manner provided in Section 3.6. The concentration limitations of Section 3.7 also shall  
454 apply to the membership of each WGSC and each Foundation Committee.

## 455 **5. Progression and Status of Deliverables; Liability.**

456 **5.1. Working Draft; Document; Deliverable.** Any participant in a Working Group or  
457 Foundation Committee may submit a proposed initial draft document on a topic conforming to  
458 the panel's Charter as a candidate Draft Deliverable of that Working Group. The WGSC chair(s)  
459 or Committee chair(s) will designate each submission as a "Working Draft" document.

460 "Document" as used here includes any versions of a document, statement or communication  
461 made for the purpose of creating, commenting on, revising, updating, modifying, or adding to  
462 any work product that is to be considered by a Working Group or Foundation Committee.

463 "Deliverable" as used in these Bylaws means any output from the Foundation or one of its  
464 panels, including Working Drafts, Draft Deliverables, Working Group Approved Deliverables,  
465 Committee Approved Deliverables and Foundation Deliverables.

466 **5.2. Draft Deliverable.** Each Working Draft document of a Working Group or  
467 Foundation Committee must be approved by the Working Group or Foundation Committee in  
468 order to become a "Draft Deliverable." Once the Working Group or Foundation Committee  
469 approves a document as a Draft Deliverable, the Draft Deliverable becomes the basis for all  
470 forward work on that deliverable.

471           **5.3. Working Group Approved or Committee Approved.** Once a Working Group or  
472 Foundation Committee believes it has achieved the objectives for a Draft Deliverable and that it  
473 conforms to the requirements of its Charter, it should approve the Draft Deliverable, thereby  
474 conferring “Working Group Approved” or “Committee Approved” status on it. The WGSC  
475 chair(s) or Committee chair(s) must notify all such approvals to the Executive Director.

476           **5.4. Foundation Approval.** The Executive Director or a designee will present each  
477 Working Group Approved Draft Deliverable to the Technology Council for its review and  
478 recommendation, at least 75 days prior to the desired date of Board approval. Upon the earlier  
479 of (a) delivery of the Technology Council’s report on that proposal to the Board, or (b) 60 days  
480 after its presentation to the Technology Council, the Executive Director or her designee will  
481 present that Approved Draft Deliverable to the Board of Directors, along with any report from  
482 the Technology Council, for approve by the Board.

483           The Executive Director or a designee will present each Committee Approved Draft  
484 Deliverable to the Board of Directors, at least 30 days prior to the desired date of Board  
485 approval, for approval by the Board.

486           Upon such approval by the Board, that Draft Deliverable will be designated a  
487 “Foundation Deliverable,” and deemed suitable for widespread use.

488           **5.5. Publication and Submission.** Upon the designation of a deliverable as a  
489 Foundation Deliverable, the Executive Director will publish the Foundation Deliverable in a  
490 manner provided by Foundation policies or otherwise agreed upon by the Board of Directors.  
491 Unless the Board specifies otherwise in its approval, Foundation Deliverables will be freely  
492 available to the public. Any publication of a Foundation Deliverable must include the licensing  
493 terms under which the Foundation Deliverable and/or ancillary materials (such as source code)  
494 are being made available, as specified in the applicable Charter(s).

495           **5.6 Alternative Approaches.** As noted in Section 4.1.1, the charter of a WG may  
496 prescribe an alternative model for the progression of Deliverables which may be better suited  
497 to the kind of Deliverables for which the WG is responsible, provided that:

498           (a) the Board may approve a WG charter amendment that permits the iteration and  
499 release of incremental code and changes, so long as they are not Major Packages (as defined  
500 below), by eliminating or shortening the steps described in Sections 5.2 and 5.4, and may  
501 shorten the approval times applicable to Section 5.3, so long as the Board is  
502 contemporaneously notified of each such release and retains the right to withdraw it;

503           (b) the Board may approve a WG charter amendment that shortens time for, but may  
504 not eliminate, the steps described in Section 5.4, for any WG deliverable (a “Major Package”)  
505 that constitutes or contains (i) additions, deletions or significant modifications of functional  
506 features, or (ii) testing or conformance criteria, or (iii) executable packages, data structures or  
507 documentation intended for widespread production use; and

508           (c) Section 5.5 may not be waived or modified.

509           **5.7 Liability for Deliverables.** Each Deliverable of any kind published, issued or  
510 approved by the Foundation or any of its panels must conform to a template provided by the

511 Foundation, which includes a clear and conspicuous statement of (a) its licensure and (b) the  
512 following text (or equivalent disclaimer language approved by the Executive Director):

513 All Open Mobility Foundation deliverables are provided "AS IS", without warranty of any  
514 kind, express or implied, and OMF, as well as all of its Members and Contributors,  
515 expressly disclaim any warranty of merchantability, fitness for a particular or intended  
516 purpose, accuracy, completeness, non-infringement of third party rights, or any other  
517 warranty.

518 In no event shall OMF or any of its officers, directors, agents or Members be liable to  
519 any other person or entity for any loss of profits, loss of use, direct, indirect, incidental,  
520 consequential, punitive, or special damages, whether under contract, tort, warranty, or  
521 otherwise, arising in any way out of this Policy, whether or not such party had advance  
522 notice of the possibility of such damages. Limitations to the liability of OMF  
523 Contributors as Contributors are set forth in their Contributor License Agreements.

524 In addition, except for grossly negligent or intentionally fraudulent acts, OMF and its  
525 officers, directors, agents, Members and Contributors (and their respective  
526 representatives) shall not be liable to any other person or entity for any loss of profits,  
527 loss of use, direct, indirect, incidental, consequential, punitive, or special damages,  
528 whether under contract, tort, warranty, or otherwise, arising in any way out of this  
529 Policy, whether or not such party had advance notice of the possibility of such damages.

530 OMF assumes no responsibility to compile, confirm, update or make public any  
531 assertions of intellectual property rights or claims that might be infringed by an  
532 implementation of an OMF Deliverable.

## 533 **6. Contributions and Licensing**

534 **6.1. Contributions.** "Contribution" means any original work of authorship, including  
535 any modifications or additions to an existing work, that a Contributor intentionally submits to  
536 the Foundation for use, or for potential inclusion in a Draft Deliverable or Foundation  
537 Deliverable. For the purposes of this definition, "submit" means any form of electronic, oral, or  
538 written communication for the purpose of discussing and improving the work in question.

539 **6.2. Individual CLAs.** The Board shall approve and maintain one or more Individual  
540 Contribution License Agreement ("Individual CLA") forms, initially in the form attached as  
541 **APPENDIX F**, which all Contributors are required to sign. The Board of Directors may amend  
542 the form of Individual CLA, and develop additional specific forms to reflect the requirements of  
543 particular legal jurisdictions. Each Individual CLA shall provide at a minimum for agreement by  
544 the Contributor to:

- 545 • Make all Contributions to Foundation activities chartered by an approved Charter  
546 under the license terms set by that Charter. (Typically those terms will be Apache  
547 2.0 for code and specifications created by Working Groups, and CC-BY 4.0 for  
548 documents and policies created by Foundation Committees.)
- 549 • Affirm that the Contributor is the exclusive copyright owner of her Contributions, or  
550 that the Contributions are in the Public Domain, or that the Contributor has  
551 sufficient legal rights and copyright from its copyright owners to make the

552 Contribution under the terms of these Bylaws and the relevant Charter(s). In the  
553 latter case the Contributor also must agree to disclose publicly in writing to the  
554 Foundation, via notice to the Executive Director, the identities of all such known  
555 copyright owners in the Contribution (such as an employer).

- 556 • Agree not to assert any patent claims against conformant implementations of  
557 Foundation Deliverables approved during the Contributor’s participation.

558 **6.3. Entity CLAs.** The Board shall approve and maintain one or more Entity  
559 Contribution License Agreement (“Entity CLA”) forms initially in the form attached as  
560 **APPENDIX G**, which companies, agencies, and other entities may be required to sign if they  
561 make Contributions of the entity’s intellectual property through an Appointed Representative.  
562 The Board of Directors may amend the form of Entity CLA, and develop additional specific forms  
563 to reflect the requirements of particular legal jurisdictions. Each Entity CLA shall provide at a  
564 minimum for agreement by the entity signing it to:

- 565 • Make (or consent to the making of) all Contributions to Foundation activities  
566 chartered by an approved Charter, by its named representatives, under the license  
567 terms set by that Charter.
- 568 • Affirm that the entity is the exclusive copyright owner of the Contribution or has  
569 sufficient legal rights and copyright from its copyright owners to make or consent to  
570 the making of the Contribution under the terms of these Bylaws and the relevant  
571 Charter(s).
- 572 • Agree not to assert any patent claims against conformant implementations of  
573 Foundation Deliverables approved during the entity’s participation.

574 **6.4 CLA Maintenance.** A permanent record of the agreement by each Contributor to  
575 the Individual CLA and each entity to an Entity CLA shall be maintained and publicly posted by  
576 the Executive Director. Modifications by the Board of the form of Individual CLA or Entity CLA  
577 shall have no effect on previously executed versions.

## 578 **7. Withdrawal and Termination.**

579 **7.1. Foundation Term and Termination.** The term of this agreement is as provided in  
580 the Host LLC Operating Rules. Upon a Major Decision vote of the Board of Directors, the  
581 Foundation shall terminate as of the effective date designated in that vote. The Executive  
582 Director will coordinate with the Host LLC to facilitate any such termination.

583 **7.2. Withdrawal.** A Member, Board member, Technology Council member, Working  
584 Group member or Committee member may withdraw from that respective post at any time by  
585 notifying the Executive Director in writing, who shall notify all participants as appropriate; and  
586 that withdrawal is effective upon receipt of the notice, subject to the other provisions of these  
587 Bylaws.

588 **7.3. Termination.** Upon a Major Decision vote of the Board of Directors (calculated  
589 without the vote of any affected Board member), a Member, Board member, Technology  
590 Council member, Working Group member or Committee member may be terminated from the  
591 Foundation or that panel or both, after 10 days written advance notice to the person affected

592 and to the Host LLC, for good cause shown (which may be a violation of the Foundation Code of  
593 Conduct) and after Board consultation with legal counsel.

594 **7.4. Effect of Withdrawal or Termination.** Upon a Member, Board member,  
595 Technology Council member, Working Group member or Committee member withdrawing or  
596 being terminated as provided above:

597 (a) such party shall have no further right to vote or participate in the panel(s) from  
598 which she is removed.

599 (b) all existing commitments and obligations (including CLA obligations) with respect to  
600 the Foundation or its relevant panels, up to the effective date of withdrawal or  
601 termination will remain in effect, but no new obligations will be incurred.

## 602 **8. Use of Name and Marks.**

603 8.1. The Foundation may not use any Member's logo, trademark or service mark on any  
604 Foundation material, or otherwise indicate that Member's endorsement, without that party's  
605 express prior written authorization. Truthful identification of participants, Contributors and  
606 contributions from a Member are permitted, and do not imply endorsement.

607 8.2. The Foundation must identify itself in written materials, descriptions and legal  
608 documents consistent with the requirements of these rules, the Series Agreement and the Host  
609 LLC Operating Rules.

610 8.3 The Host LLC may publicly identify the Foundation and its member list as an OASIS  
611 Open Development Foundation Project.

612 **9. Non-Confidential Activity.** Information disclosed in connection with the Foundation  
613 and any Working Group activity, including but not limited to meetings and Contributions, is not  
614 confidential, regardless of any markings or statements to the contrary, or except as the Board  
615 may provide otherwise for selected aspects of its proceedings consistent with these Bylaws.

616 **10. Antitrust.** It is the policy of the Foundation and the Host LLC to comply with all  
617 antitrust and competition laws and regulations. To help assure this, the Foundation "Antitrust  
618 Guidelines," attached as **APPENDIX H**, provide caution and guidance to participants regarding  
619 certain practices.

620 **11. Code of Conduct.** It is the policy of the Foundation to conduct its activities in a  
621 professional, civil and nondiscriminatory manner. To help assure this, the Foundation "Code of  
622 Conduct," as it may be amended by the Board of Directors from time to time, provides guidance  
623 regarding appropriate practices. The initial Code of Conduct is attached as **APPENDIX I**.

624 **12. Conflict of Interest and Whistleblower Policies.** The Foundation has adopted a  
625 Conflict of Interest Policy to address the appropriate handling of overlapping or conflicting  
626 interests in its governance activities, attached as **APPENDIX J**, and a Whistleblower Policy to  
627 provide instruction and protection for individuals who make allegations regarding potentially  
628 illegal or inappropriate conduct within the Foundation, attached as **APPENDIX K**.

629 **13. Amendments; New Versions of Agreement.** Amendments to these Bylaws may be  
630 made by the Board of Directors using the process provided above, including Sections 3.3 and



631 3.4 thereof, with their effectiveness (a) subject to any actions or approval required by the Host  
632 LLC Operating Rules and (b) occurring no earlier than 30 days after their publication to all  
633 Members, who shall be bound by the Bylaws as amended thereafter. Appendix B may not be  
634 amended without the assent of the Host LLC.

635 **14. Choice of Law and Venue.** These Bylaws, and the rights of the parties hereunder,  
636 shall be construed pursuant to the laws of the State of Delaware of the United States (without  
637 regard to conflict of laws principles). Each person who agrees to participate in Foundation  
638 activities conducted under these Bylaws: (a) agrees that venue any disputes thereof may be  
639 found in the State of Delaware; (b) agrees that Federal and state courts of the State of  
640 Delaware shall have jurisdiction over any such disputes; and (c) waives any other jurisdiction.

641

642

[end]

643  
644

OPEN MOBILITY FOUNDATION BYLAWS  
INDEX OF DEFINITIONS

645

646	Appointed Representative: Sec. 3.6	671	Foundation Committee: Sec. 4.2
647	Architecture: Sec. 3.2.2	672	Foundation Deliverable: Sec. 5.4
648	Architectural Landscape	673	Foundation Members: Sec. 2.1
649	Statement: Sec. 3.2.2	674	Individual CLA: Sec. 6.2
650	Board: Sec. 3.1	675	Host LLC: Sec. 1.4
651	Board of Directors: Sec. 3.1	676	Host LLC Operating Rules: Sec. 1.4
652	Budget: Sec. 3.5.6	677	Major Decision: Sec. 3.4
653	Charter (for Working	678	Major Package: Sec. 5.6
654	Group): Secs. 4.1, 4.1.1	679	Member: Sec 2.1
655	Charter (for Committee): Secs. 4.2, 4.2.1	680	Municipal Member: Sec 2.2
656	CLA: Secs. 2.4, 6.2, 6.3	681	Non-Public Member: Sec. 2.2
657	Code of Conduct: Sec. 11	682	Open Mobility Design Principles: Sec. 1.2
658	Committee: Sec. 4.2	683	Panel: Sec. 3
659	Committee Approved: Sec. 5.3	684	Public Member: Sec. 2.2
660	Contribution: Sec. 6.1	685	Regular Election: Sec. 3.1.1
661	Contributor License	686	Regulated Mobility Entities: Sec. 3.5.6
662	Agreement or CLA: Secs. 2.4, 6.2, 6.3	687	Series Agreement: Sec. 1.4
663	Core Expenses: Sec. 3.5.6	688	Staff: Sec. 3.5
664	Council: Sec. 3.2	689	Technical Council: Sec. 3.2
665	Draft Deliverable: Sec. 5.2	690	Treasurer: Sec. 3.5.3
666	Donations: Sec. 3.5.6	691	WGSC: Sec. 4.1.2
667	Dues: Sec. 2.3	692	Working Draft: Sec. 5.1
668	Entity CLA: Sec. 6.3	693	Working Group or WG: Sec. 4.1
669	Executive Director: Sec. 3.5.1	694	Working Group Approved: Sec. 5.3b
670	Foundation: Sec. 1.1	695	Working Group Steering Committee
697		696	or WGSC: Sec. 4.1.2

698

## APPENDIX A

699

### OPEN MOBILITY FOUNDATION OPEN MOBILITY DESIGN PRINCIPLES

700

701

702

703 1. The work of the Foundation will incorporate, develop, and expand on the contribution by the City  
704 of Los Angeles of the **Mobility Data Services (“MDS”) specification**, at  
705 <https://github.com/CityOfLosAngeles/mobility-data-specification>. The Foundation is open to  
706 contributions from all sources, recognizing that all contributions may require adaptation to meet  
707 these principles.

708 2. As with the physical public realm, **municipalities hold in the public trust and manage** the digital  
709 public realm, which represents the real-time and historic state of vehicles, assets and other devices  
710 operating within the right-of-way that is managed by the city for the public good.

711 3. All technical Foundation work will support a service mesh of interoperable microservices using  
712 **standardized APIs and data models**, which can be hosted locally or in the cloud, and is designed to be  
713 **cloud vendor-agnostic**. All Foundation work will support federated identity services, role-based  
714 access control (RBAC), authentication and authorization based on **open standards**.

715 4. The Foundation will support the prime importance of **privacy and security** within the MDS  
716 architecture. Considering the varying laws and regulations in each jurisdiction where MDS is deployed,  
717 and the significant and ongoing benefits offered by different data protection research, frameworks  
718 and standards, cities will require a range of options for privacy protective measures. The Foundation  
719 and its committees will establish privacy principles and guidelines for transmitting, storing, and  
720 processing mobility data. Contributions to the Foundation must identify the relevant privacy and  
721 security standards, if any, that have been incorporated.

722 5. The Foundation will develop and release **working reference code** that fulfills each role and  
723 function needed for those results, which will be articulated in the **MDS architectural landscape**  
724 **statement** developed and approved by the Foundation.

725 6. All Foundation **code will be issued under open source licenses**. It will be penetration tested,  
726 assessed for software supply chain vulnerabilities, and certified in an appropriate manner. Systems  
727 and applications which manage vehicles, devices and infrastructure will be assessed for conformance  
728 by successful interaction with the APIs implemented by the reference code. However, some vendors  
729 may choose to implement their own code in support of the MDS APIs.

730

731

732

## APPENDIX B

733

### OPEN MOBILITY FOUNDATION

734

### SERIES AGREEMENT

735

736 This Series (the "Series") of OASIS Open Development Foundation, LLC (the "Host LLC"),

737 comprised of participants in the manner provided in its Bylaws, shall be called:

738

Short Name. Open Mobility Foundation

739

Legal Name. OASIS Open Development Foundation, LLC, Open Mobility Foundation Series

740

and shall be managed as follows:

741

- The Host LLC shall keep and maintain Series records that are separate and distinct from any and all other Series' records, as provided in its Host LLC Operating Rules and other applicable policies and laws.

742

743

744

- The Host LLC shall hold and account for Series assets that are separate and distinct from any and all other series' assets.

745

746

- The debts, liabilities and obligations incurred, contracted for or otherwise existing with respect to the Series shall be enforceable against the assets of the Series only, and not against the assets of the Host LLC generally or any other series thereof.

747

748

749

- None of the debts, liabilities, obligations and expenses incurred, contracted for or otherwise existing with respect to the Host LLC generally or any other series thereof shall be enforceable against the assets of the Series.

750

751

752

- In no case shall a Member of the Series be personally obligated for any or all of the debts, obligations and liabilities of the Series, any other series, or the Host LLC generally.

753

754

- The Series shall have one economic member, the Host LLC, who shall be the Sole Member. The Sole Member shall hold 100% of the distribution rights, 100% of the economic rights and 100% of the management rights in the Series. Accordingly, the Sole Member (i) shall be responsible for all capital contribution obligations with respect to the Series, if any, (ii) shall be entitled to all distributions, whether in cash or in-kind, from the Series, and (iii) shall be allocated all tax attributes associated with the Series.

755

756

757

758

759

760

- The Series may be terminated and its affairs wound up without causing the dissolution of the Host LLC.

761

762

- The duties of the Series Executive Director shall be to administer the day to day operations of the Foundation Series, subject to the supervision by the Series Board of Directors; to supervise the budget and expenditures of the Foundation Series, in coordination with the Series Treasurer and the Host LLC; to supervise all Foundation Staff; and to carry out the functions specified for the Executive Director in the Bylaws.

763

764

765

766

767

768

769

APPENDIX C

770

OPEN MOBILITY FOUNDATION

771

DUES SCHEDULE (2019)

772

773

774

775

OMF Classes of members and dues

776

777

- *Public Members* - no dues

778

- *Non-Public Members* (note these category names are temporary and do not indicate any benefit differences between membership levels):

779

780

Category name	Size	Annual revenue	Market cap
<b>Large Cap, if any of:</b>	>= 500 employees	(or) \$100M	(or) \$1B
<b>Mid Cap, if any of:</b>	>= 50 and <500 employees	(or) \$10M - \$100M	(or) \$101M - \$1B
<b>Small Cap, if any of:</b>	<50 employees	(or) < \$10M	(or) <= \$100M

781

782

Dues (annual fee)

783

784

Large Cap - \$250,000

785

Mid Cap - \$100,000

786

Small Cap - \$50,000

787

788  
789  
790  
791  
792  
793  
794  
795  
796  
797  
798  
799  
800

**APPENDIX D**

**OPEN MOBILITY FOUNDATION  
INITIAL WORKING GROUP CHARTERS**

- D-0. *Model Working Group Charter [Template]*
- D-1. MDS City Services WG
- D-2. MDS Provider Services WG

801 **D-0. Template for Working Group Charter**

802

803

OPEN MOBILITY FOUNDATION  
[PROPOSED] WORKING GROUP CHARTER

805

806

[NAME] WORKING GROUP

807

808

809 *This Working Group Charter establishes the scope, licensing and initial participation terms for the*  
810 *Working Group (or “WG”) named above, and is subject to the requirements of the Bylaws of Open*  
811 *Mobility Foundation (“Foundation”). Parties participate in the Foundation’s activities, and are bound*  
812 *by the terms of this Charter, according to the terms of those Bylaws, their application for membership*  
813 *in the Foundation (if applicable) and their Contributor License Agreement(s). The Bylaws also contain*  
814 *rules for the administration, process and work products the Working Group. The Foundation Board of*  
815 *Directors must approve this Charter in order to launch a Working Group, and may choose to amend it,*  
816 *decline, or review it further. Proposers are encouraged to review the current Foundation*  
817 *Architectural Landscape Statement as to its plan of work and existing planned deliverables, before*  
818 *submitting a proposal.*

819

820

821 *1. Full Name of WG: as stated above.*

822

823 *2. Short Name: \_\_\_\_\_ WG*

824 *(Please confine to ~12 characters, will be used in tags and metadata)*

825

826 *3. Scope of WG:*

827 *(This is a normative, binding statement.)*

828 *(Please also see the supplemental purpose and deliverables information below.)*

829

830

831 *WG TEMPLATE*

832 *4. Duration of WG: (please circle one)*

833 *4a. Not limited*

834 *4b. WG will close when its last deliverable listed below is completed (and any further approvals*  
835 *actions are completed).*

836 *4c. WG will close on \_\_\_\_\_ (date) unless extended by the Board.*

837

838 *5. Size of WG: The maximum number of voting members of this Working Group shall be: (please*  
839 *circle one)*

840 *5a. Not limited*

841 *5b. No more than \_\_\_\_\_ (number).*

842 *Non-voting members are not permitted (other than Advisory Committee or similar liaisons as may be*  
843 *explicitly provided by the Board of Directors).*

844

845 *6. Members of WG: Each person participating in the Foundation who (a) has delivered to the*  
846 *Executive Director a written indication of their willingness to join the WG and receipt of a copy of this*  
847 *Charter, (b) meets any other restrictions listed above (such as qualifications and number of available*  
848 *seats) as determined by the Executive Director, and (c) has signed a properly completed Foundation*  
849 *Individual CLA.*

850 *(Please note that 'Members' of the Foundations are entities, not individuals)*

851

852 *7. Initial Working Group Steering Committee:*

853 \_\_\_\_\_, representing Member \_\_\_\_\_

854 \_\_\_\_\_, representing Member \_\_\_\_\_

855 \_\_\_\_\_, representing Member \_\_\_\_\_

856 \_\_\_\_\_, representing Member \_\_\_\_\_

857 \_\_\_\_\_, representing Member \_\_\_\_\_

858

859 *8. Constraint on Deliverables of the WG: (please circle one)*

860 *8a. WG may only issue and approve the deliverables listed below, unless the Board amends this*  
861 *Charter to provide otherwise.*

862 *8b. WG shall issue and seek to approve the deliverables listed below, but may issue and approve*  
863 *other deliverables so long as there are within the Scope stated above, and consistent with the other*  
864 *terms of this Charter and the Bylaws.*

865



866 *WG TEMPLATE*

867

868 *9. Anticipated WG Deliverables: (please list)*

869 *(List may be normative; see question 8 above.)*

870 *(If initial Contributions are anticipated as starting drafts for the WG's work on a deliverable, it is*  
871 *recommended but not required that they also be noted below, with URLs if publicly available.)*

872

873

874

875

876

877

878

879

880

881

882 *10. Additional Non-Normative Statement of Committee Purpose (optional)*

883

884

885

886 *WG TEMPLATE*

887

888 *11. Anticipated initial WG repositories to conduct work, and initial maintainers:*  
889 *(Please also note licensing terms, below. Contributors to the WG must execute and deliver*  
890 *appropriate CLAs in order to participate.)*

<i>Name of repository</i>	<i>Unique short repo name for metadata (~12 char or less)</i>	<i>Initial maintainers of repository</i>	<i>Check, if non-default licensing is requested (see below)</i>

891

892

893

894

895 *12. Licensing model for the WG:*

896 *Each repository shall be subject to contributions made under Foundation CLAs that apply the Apache*  
897 *License v 2.0, unless a different license is proposed in the chart above, and approved when this Charter*  
898 *is approved (or amended). Note that separate non-executable documentation repositories usually*  
899 *will be approved if licensed under the Creative Commons CC-BY v4.0 License.*

900 *Each deliverable of any kind issued or approved by the WG or published by the Foundation must*  
901 *conform to a template provided by the Foundation, which includes a clear and conspicuous statement*  
902 *of its licensure and that it is provided on an "AS IS" basis, with a disclaimer of warranties on behalf of*  
903 *the Foundation, its Members and participants, and the Host LLC.*

904

905 *13. Alternative Arrangements for Progression of Deliverables (optional: see Bylaws section 5.)*

906

907

908

909 **D-1. MDS City Services WG**

910

911

OPEN MOBILITY FOUNDATION

912

WORKING GROUP CHARTER

913

914

MDS CITY SERVICES WORKING GROUP

915

916 This Working Group Charter establishes the scope, licensing and initial participation terms for the  
917 Working Group (or “WG”) named above, and is subject to the requirements of the Bylaws of the Open  
918 Mobility Foundation (“Foundation”). Parties participate in the Foundation’s activities, and are bound  
919 by the terms of this Charter, according to the terms of those Bylaws, their application for membership  
920 in the Foundation (if applicable) and their Contributor License Agreement(s). The Bylaws also contain  
921 rules for the administration, process and work products the Working Group.

922

923

924 1. Full Name of WG: as stated above.

925

926 2. Short Name: MDS CITY SVC WG

927 *(Please confine to ~12 characters, will be used in tags and metadata)*

928

929 3. Scope of WG:

930 *(This is a normative, binding statement.)*

931 *(Please also see the supplemental purpose and deliverables information below.)*

932

933 Scope: The City Services WG is responsible for delivering an integrated set of City Services for  
934 Mobility. To achieve this, it will define a core set of services and implement a vendor-neutral  
935 reference implementation which conforms to the Open Mobility Design Principles set forth in  
936 Appendix A of the Foundation Bylaws. This reference implementation will facilitate the  
937 certification of compliance and interoperability, and will provide sufficient structure and  
938 extensibility to support new services created by future OMF Working Groups. The starting  
939 point for its work will be the Mobility Data Specification (MDS) implementation contributed to  
940 the Foundation by Los Angeles DoT, including the specifications and implementations of the  
941 Agency API and supporting software. The City Services WG is responsible only for the  
942 development of services operated by cities. MDS services which are implemented by mobility  
943 providers will be reserved for the Provider Services WG.

944

945 4. Duration of WG: *(please circle one)*

946 [✓] 4a. Not limited

947 MDS CITY SVC WG

948

949 5. Size of WG: The maximum number of voting members of this Working Group shall be: *(please*  
950 *circle one)*

951  5a. Not limited

952

953 Non-voting members are not permitted (other than Advisory Committee or similar liaisons as may be  
954 explicitly provided by the Board of Directors).

955

956 6. Members of WG: Each person participating in the Foundation who (a) has delivered to the  
957 Executive Director a written indication of their willingness to join the WG and receipt of a copy of this  
958 Charter, (b) meets any other restrictions listed above as determined by the Executive Director, and (c)  
959 has signed a properly completed Foundation Individual CLA. The assignment of specific roles within  
960 the WG are managed by the WGSC.

961

962

963 7. Initial Working Group Steering Committee:

964 [To be appointed by Board of Directors for 2019]

965

966 8. Constraint on Deliverables of the WG: *(please circle one)*

967  8b. WG shall issue and seek to approve the deliverables listed below, but may issue and  
968 approve other deliverables so long as there are within the Scope stated above, and consistent with  
969 the other terms of this Charter and the Bylaws.

970

971 9. Anticipated WG Deliverables: *(please list)*

972 *(List may be normative; see question 8 above.)*

973 *(If initial Contributions are anticipated as starting drafts for the WG's work on a deliverable, it is*  
974 *recommended but not required that they also be noted below, with URLs if publicly available.)*

975

976 1. A set of Mobility Data Specification APIs, which define RESTful APIs used to specify the  
977 digital relationship between mobility-as-a-service providers and the agencies that regulate or  
978 license them. The initial set of APIs will be based on City (as distinct from 'Provider') services  
979 as defined in the initial contribution by the City of Los Angeles Department of Transportation.

980

981

982 MDS CITY SVC WG

983

984 2. One or more reference implementations which support interoperability verification for the  
985 above APIs, and comply with the Open Mobility Design Principles. One of the main goals of  
986 the Foundation is to foster the creation of interoperable implementations of standard  
987 approved Foundation APIs and data models. Accordingly, tool, language and operational  
988 choices for these reference implementations may be constrained by the Foundation's  
989 Architectural Landscape Statement, composability with other OMF reference  
990 implementations, and common system or toolset choices required by other previously-  
991 approved relevant work.

992

993 10. Additional Non-Normative Statement of Committee Purpose *(optional)*

994

995 n/a

996

997 11. Anticipated initial WG repositories to conduct work, and initial maintainers:  
998 *(Please also note licensing terms, below. Contributors to the WG must execute and deliver*  
999 *appropriate CLAs in order to participate.)*

1000 For each Working Group, the Foundation creates two GitHub teams, for Maintainers and  
1001 Contributors. Members of the Maintainers Team are granted Write Access to each of the repositories  
1002 managed by the Working Group, while members of the Contributors Team are granted Read Access.  
1003 All members of both Teams must be Foundation Contributors. Any Contributor may join the  
1004 Contributors Team; members of the Maintainers Team are appointed by the Working Group Steering  
1005 Committee. The WGSC may designate specific repositories to manage work in consultation with the  
1006 Technical Council.

1007

1008 12. Licensing model for the WG:

1009 Each repository shall require that contributions made under the Apache License v 2.0, if for  
1010 executable artifacts, or otherwise (for non-executable documentation repositories) under the  
1011 Creative Commons CC-BY v4.0 License.

1012 Each deliverable of any kind issued or approved by the WG or published by the Foundation must  
1013 conform to a template provided by the Foundation, which includes a clear and conspicuous statement  
1014 of its licensure and that it is provided on an "AS IS" basis, with a disclaimer of warranties on behalf of  
1015 the Foundation, its Members and participants, and the Host LLC.

1016 13. Alternative Arrangements for Progression of Deliverables *(optional: see Bylaws section 5.)*

1017 The MDS City Services WG will develop a software development life cycle model that reflects the need  
1018 for timely delivery of incremental software releases. The WGSC will identify the Deliverables to which  
1019 the Alternative Arrangements apply, and will request the Board of Directors to amend Section 13 of  
1020 this Working Group Charter to reflect this, consistent with Section 5 of the Bylaws.

1021 **D-2. MDS Provider Services WG**

1022

1023

OPEN MOBILITY FOUNDATION

1024

WORKING GROUP CHARTER

1025

1026

MDS PROVIDER SERVICES WORKING GROUP

1027

1028 This Working Group Charter establishes the scope, licensing and initial participation terms for the  
1029 Working Group (or “WG”) named above, and is subject to the requirements of the Bylaws of the Open  
1030 Mobility Foundation (“Foundation”). Parties participate in the Foundation’s activities, and are bound  
1031 by the terms of this Charter, according to the terms of those Bylaws, their application for membership  
1032 in the Foundation (if applicable) and their Contributor License Agreement(s). The Bylaws also contain  
1033 rules for the administration, process and work products the Working Group.

1034

1035

1036 1. Full Name of WG: as stated above.

1037

1038 2. Short Name: MDS PROV SVC WG

1039 *(Please confine to ~12 characters, will be used in tags and metadata)*

1040

1041 3. Scope of WG:

1042 *(This is a normative, binding statement.)*

1043 *(Please also see the supplemental purpose and deliverables information below.)*

1044

1045 Scope: The Provider Services WG is responsible for delivering an integrated set of Provider  
1046 Services for Mobility. To achieve this, it will define a core set of services and implement a  
1047 vendor-neutral reference implementation which conforms to the Open Mobility Design  
1048 Principles set forth in Appendix A of the Foundation Bylaws. This reference implementation  
1049 will facilitate the certification of compliance and interoperability, and will provide sufficient  
1050 structure and extensibility to support new services created by future OMF Working Groups.  
1051 The starting point for its work will be the Mobility Data Specification (MDS) implementation  
1052 contributed to the Foundation by Los Angeles DoT, including the specifications and  
1053 implementations of the Provider API and supporting software.

1054 The Provider Services WG is responsible only for the development of services operated by  
1055 mobility providers. MDS services which are implemented by cities will be reserved for the City  
1056 Services WG.

1057

1058

1059 MDS PROV SVC WG

1060 4. Duration of WG: *(please circle one)*

1061  4a. Not limited

1062

1063 5. Size of WG: The maximum number of voting members of this Working Group shall be: *(please*  
1064 *circle one)*

1065  5a. Not limited

1066

1067 Non-voting members are not permitted (other than Advisory Committee or similar liaisons as may be  
1068 explicitly provided by the Board of Directors).

1069

1070 6. Members of WG: Each person participating in the Foundation who (a) has delivered to the  
1071 Executive Director a written indication of their willingness to join the WG and receipt of a copy of this  
1072 Charter, (b) meets any other restrictions listed above as determined by the Executive Director, and (c)  
1073 has signed a properly completed Foundation Individual CLA. The assignment of specific roles within  
1074 the WG are managed by the WGSC.

1075

1076

1077 7. Initial Working Group Steering Committee:

1078 [To be appointed by Board of Directors for 2019]

1079

1080 8. Constraint on Deliverables of the WG: *(please circle one)*

1081  8b. WG shall issue and seek to approve the deliverables listed below, but may issue and  
1082 approve other deliverables so long as there are within the Scope stated above, and consistent with  
1083 the other terms of this Charter and the Bylaws.

1084

1085 9. Anticipated WG Deliverables: *(please list)*

1086 *(List may be normative; see question 8 above.)*

1087 *(If initial Contributions are anticipated as starting drafts for the WG's work on a deliverable, it is*  
1088 *recommended but not required that they also be noted below, with URLs if publicly available.)*

1089

1090 1. A set of Mobility Data Specification APIs, which define RESTful APIs used to specify the  
1091 digital relationship between mobility-as-a-service providers and the agencies that regulate or  
1092 license them. The initial set of APIs will be based on Provider (as distinct from 'City') services  
1093 as defined in the initial contribution by the City of Los Angeles Department of Transportation.

1094

1095 MDS PROV SVC WG  
1096

1097 2. One or more reference implementations which support interoperability verification for the  
1098 above APIs, and comply with the Open Mobility Design Principles. One of the main goals of  
1099 the Foundation is to foster the creation of interoperable implementations of standard  
1100 approved Foundation APIs and data models. Accordingly, tool, language and operational  
1101 choices for these reference implementations may be constrained by the Foundation's  
1102 Architectural Landscape Statement, composability with other OMF reference  
1103 implementations, and common system or toolset choices required by other previously-  
1104 approved relevant work.

1105

1106 10. Additional Non-Normative Statement of Committee Purpose (*optional*)

1107

1108 n/a

1109

1110 11. Anticipated initial WG repositories to conduct work, and initial maintainers:  
1111 (*Please also note licensing terms, below. Contributors to the WG must execute and deliver*  
1112 *appropriate CLAs in order to participate.*)

1113 For each Working Group, the Foundation creates two GitHub teams, for Maintainers and  
1114 Contributors. Members of the Maintainers Team are granted Write Access to each of the repositories  
1115 managed by the Working Group, while members of the Contributors Team are granted Read Access.  
1116 All members of both Teams must be Foundation Contributors. Any Contributor may join the  
1117 Contributors Team; members of the Maintainers Team are appointed by the Working Group Steering  
1118 Committee. The WGSC may designate specific repositories to manage work in consultation with the  
1119 Technical Council.

1120

1121

1122 12. Licensing model for the WG:

1123 Each repository shall be subject to contributions made under the Apache License v 2.0, if for  
1124 executable artifacts, or otherwise (for documentation repositories) under the Creative Commons CC-  
1125 BY v4.0 License.

1126 Each deliverable of any kind issued or approved by the WG or published by the Foundation must  
1127 conform to a template provided by the Foundation, which includes a clear and conspicuous statement  
1128 of its licensure and that it is provided on an "AS IS" basis, with a disclaimer of warranties on behalf of  
1129 the Foundation, its Members and participants, and the Host LLC.

1130 13. Alternative Arrangements for Progression of Deliverables (*optional: see Bylaws section 5.*)

1131 The MDS Provider Services WG will develop a software development life cycle model that reflects the  
1132 need for timely delivery of incremental software releases. The WGSC will identify the Deliverables to  
1133 which the Alternative Arrangements apply, and will request the Board of Directors to amend Section  
1134 13 of this Working Group Charter to reflect this, consistent with Section 5 of the Bylaws.



1135  
1136  
1137  
1138  
1139  
1140  
1141  
1142  
1143  
1144  
1145  
1146  
1147  
1148

**APPENDIX E**

**OPEN MOBILITY FOUNDATION  
INITIAL FOUNDATION COMMITTEE CHARTERS**

- E-0. *Model Committee Charter [Template]*
- E-1. Foundation Advisory Committee
- E-2. Privacy, Security and Transparency Committee
- E-3. Strategy Committee

1149 **E-0. Template for Committee Charter**

1150  
1151  
1152  
1153  
1154  
1155  
1156  
1157  
1158  
1159  
1160  
1161  
1162  
1163  
1164  
1165  
1166  
1167  
1168  
1169  
1170  
1171  
1172  
1173  
1174  
1175  
1176  
1177

*OPEN MOBILITY FOUNDATION  
[PROPOSED] COMMITTEE CHARTER*

*[NAME] COMMITTEE*

*This Committee Charter establishes the scope, licensing and initial participation terms for the Committee named above, and is subject to the requirements of the Bylaws of the Open Mobility Foundation (“Foundation”). Parties participate in the Foundation’s activities, and are bound by the terms of this Charter, according to the terms of those Bylaws, their application for membership in the Foundation (if applicable) and their Contributor License Agreement(s). The Bylaws also contain rules for the administration, process and work products of the Committee. The Foundation Board of Directors must approve this Charter in order to launch a Committee, and may choose to amend it, decline, or review it further. Proposers are encouraged to review the existing structure of Policy Committees and other bodies currently established by the Foundation before submitting a proposal.*

- 1. Full Name of Committee: as stated above.*
- 2. Short Name: \_\_\_\_\_ COMM  
(Please confine to ~12 characters, will be used in tags and metadata)*
- 3. Scope of Committee:  
(This is a normative, binding statement.)  
(Please also see the supplemental purpose and deliverables information below.)*

1178 *COMM TEMPLATE*

1179 *4. Duration of Committee: (please circle one)*

1180 *4a. Not limited*

1181 *4b. Committee will close when its last deliverable listed below is completed (and any further*  
1182 *approvals actions are completed).*

1183 *4c. Committee will close on \_\_\_\_\_ (date) unless extended by the Board.*

1184

1185 *5. Size of Committee: The maximum number of voting members of this Committee shall be: (please*  
1186 *circle one)*

1187 *5a. Not limited*

1188 *5b. No more than \_\_\_\_\_ (number).*

1189 *Additional non-voting members of the Committee are: (please circle one)*

1190 *5c. Permitted and not limited*

1191 *5d. Permitted but only up to \_\_\_\_\_ non-voting members (number)*

1192 *5e. Not permitted (other than Advisory Committee or similar liaisons as may be explicitly provided*  
1193 *by the Board of Directors).*

1194

1195 *5f. The following additional restrictions (if any) are a requirement of Committee membership:*

1196

1197

1198

1199

1200

1201 *6. Members of Committee: Each person participating in the Foundation who (a) has delivered to the*  
1202 *Executive Director a written indication of their willingness to join the Committee and receipt of a copy*  
1203 *of this Charter, (b) meets any other restrictions listed above (such as qualifications and number of*  
1204 *available seats) as determined by the Executive Director, and (c) has signed a properly completed*  
1205 *Foundation Individual CLA.*

1206

1207 *7. Initial Committee Chairs: (there may one or two)*

1208 \_\_\_\_\_, representing Member \_\_\_\_\_

1209 \_\_\_\_\_, representing Member \_\_\_\_\_

1210

1211 *Committee Chairs are appointed by the Board of Directors, and need not be employees or Appointed*  
1212 *Representatives of Foundation Members.*

1213 *COMM TEMPLATE*

1214 *8. Constraint on Deliverables of the Committee: (please circle one)*

1215 *8a. Committee may only issue and approve the deliverables listed below, unless the Board amends*  
1216 *this Charter to provide otherwise.*

1217 *8b. Committee shall issue and seek to approve the deliverables listed below, but may issue and*  
1218 *approve other deliverables so long as there are within the Scope stated above, and consistent with*  
1219 *the other terms of this Charter and the Bylaws.*

1220

1221 *9. Anticipated Committee Deliverables: (please list)*

1222 *(List may be normative; see question 8 above.)*

1223 *(If initial Contributions are anticipated as starting drafts for the Committee's work on a deliverable, it*  
1224 *is recommended but not required that they also be noted below, with URLs if publicly available.)*

1225

1226

1227

1228

1229

1230

1231

1232 *10. Additional Non-Normative Statement of Committee Purpose (optional)*

1233 *COMM TEMPLATE*

1234

1235 *11. Anticipated initial Committee repositories to conduct work, and initial maintainers:*

1236 *(Please also note licensing terms, below. Contributors to the Committee must execute and deliver*  
1237 *appropriate CLAs in order to participate.)*

<i>Name of repository</i>	<i>Unique short repo name for metadata (~12 char or less)</i>	<i>Initial maintainers of repository</i>	<i>Check, if non-default licensing is requested (see below)</i>

1238

1239

1240

1241

1242 *12. Licensing model for the Committee:*

1243 *Each repository shall be subject to contributions made under Foundation CLAs that apply the Creative*  
1244 *Commons CC-BY v4.0 License, unless a different license is proposed in the chart above, and approved*  
1245 *when this Charter is approved (or amended). Note that patentable materials are out of scope for*  
1246 *Foundation Committees.*

1247 *Each deliverable of any kind issued or approved by the Committee or published by the Foundation*  
1248 *must conform to a template provided by the Foundation, which includes a clear and conspicuous*  
1249 *statement of its licensure and that it is provided on an "AS IS" basis, with a disclaimer of warranties on*  
1250 *behalf of the Foundation, its Members and participants, and the Host LLC.*

1251

1252

1253 **E-1. Foundation Advisory Committee**

1254  
1255  
1256  
1257  
1258  
1259

OPEN MOBILITY FOUNDATION  
COMMITTEE CHARTER

FOUNDATION ADVISORY COMMITTEE  
[Approved with Bylaws at Foundation launch]

1260  
1261  
1262  
1263  
1264  
1265  
1266  
1267

This Committee Charter establishes the scope, licensing and initial participation terms for the Committee (named above, and is subject to the requirements of the Bylaws of the Open Mobility Foundation (“Foundation”). Parties participate in the Foundation’s activities, and are bound by the terms of this Charter, according to the terms of those Bylaws, their application for membership in the Foundation (if applicable) and their Contributor License Agreement(s). The Bylaws also contain rules for the administration, process and work products the Committee.

1268 **This Charter shall be effective as of the first date on which the Board invites a non-profit charitable,**  
1269 **governmental or NGO organization to join the Committee. The Committee shall be established at**  
1270 **that time with the initial members identified in Paragraph 6.**

1271  
1272  
1273  
1274  
1275  
1276  
1277  
1278  
1279

1. Full Name of Committee: as stated above.
2. Short Name: ADVISORY COMM  
*(Please confine to ~12 characters, will be used in tags and metadata)*
3. Scope of Committee:  
*(This is a normative, binding statement.)*  
*(Please also see the supplemental purpose and deliverables information below.)*

1280  
1281  
1282  
1283  
1284  
1285  
1286  
1287  
1288  
1289  
1290  
1291  
1292  
1293  
1294  
1295

The Foundation Advisory Committee provides a forum in which the Foundation and its members can discuss and coordinate Foundation plans and activities with representatives of non-profit charitable, governmental and NGO organizations, who in some cases may not qualify for membership in the Foundation, but are identified by the Board of Directors as key stakeholders in the work of the Foundation. The Board of Directors may invite an external organization to join at any time, and will instruct the Executive Director to maintain a public list of members together with a private list of member contact information. The Foundation Advisory Committee will focus on review and coordination, and providing advice to the Board of Directors on the prioritization of projects that may be enabled by funded or in-kind donations other than membership fees. The Committee is not expected to generate any Draft Deliverables or Foundation Deliverables. Members of the Foundation Advisory Committee who intend to contribute to other work of the Foundation may do so by identifying a representative to serve as a Contributor and participate in other relevant Committees or Working Groups, as provided below.

1296 ADVISORY COMM

1297 4. Duration of Committee: *(please circle one)*

1298  4a. Not limited

1299

1300

1301 5. Size of Committee: The maximum number of voting members of this Committee shall be: *(please*  
1302 *circle one)*

1303  5a. Not limited (except as noted in 5f below)

1304

1305 Additional non-voting members of the Committee are: *(please circle one)*

1306

1307  5e. Not permitted (other than may be explicitly provided by the Board of Directors).

1308

1309 5f. The following additional restrictions (if any) are a requirement of Committee membership:

1310

1311 The membership of the Committee is limited to:

1312 • One member of the Foundation Board of Directors, chosen by the Board.

1313 • The Foundation Executive Director or their delegate.

1314 • One representative of each non-profit charitable, governmental and NGO organization that  
1315 has been invited to join the Committee by the Board of Directors, and has accepted the  
1316 invitation.

1317

1318 The Board of Directors may adopt resolutions inviting any organization which has a representative  
1319 appointed to the Foundation Advisory Committee to participate on any specific Foundation  
1320 Committee or Working Group Steering Committee as well, by appointing a non-voting advisor to that  
1321 panel. However, any Contributions by those advisors or participants in the relevant repositories  
1322 would require that they agree to a valid Individual CLA.  
1323

1324 ADVISORY COMM

1325 6. Members of Committee: Each person listed below, and any who subsequently may be explicitly  
1326 added by the Board of Directors by amending this Charter, who has delivered to the Executive  
1327 Director a written indication of their willingness to join the Committee and receipt of a copy of this  
1328 Charter and the Bylaws.

1329

1330 The initial Members of the Committee shall be:

- 1331 • The chair of the Foundation Board of Directors
- 1332 • The Executive Director of the Foundation
- 1333 • Zia Kahn, representing the Rockefeller Foundation
- 1334 • John Rossant, representing the New Cities Foundation
- 1335 • Martin O'Malley, representing MetroLab
- 1336 • Beth Osborne, representing Transportation for America
- 1337 • Shallen Bhatt, representing the ITS America
- 1338 • Senior representative to be named by UITP

1339 7. Initial Committee Chair: *[to be appointed by Board resolution]*

1340 The Committee Chair is appointed by the Board of Directors, and need not be an employee or  
1341 Appointed Representative of a Foundation Member.

1342 8. Constraint on Deliverables of the Committee: *(please circle one)*

1343 [✓] 8a. Committee may only issue and approve the deliverables listed below, unless the Board  
1344 amends this Charter to provide otherwise.

1345

1346 9. Anticipated Committee Deliverables: *(please list)*

1347 None. This Committee will not maintain repositories nor create licensed Deliverables.

1348 10. Additional Non-Normative Statement of Committee Purpose (optional)

1349 None.

1350 11. Anticipated initial Committee repositories to conduct work, and initial maintainers:

1351 None.

1352 12. Licensing model for the Committee:

1353 None. See item 9.

1354



1355 **E-2. Privacy, Security and Transparency Committee**

1356

1357

1358

1359

OPEN MOBILITY FOUNDATION  
PRIVACY, SECURITY AND TRANSPARENCY COMMITTEE CHARTER  
[Approved with Bylaws at Foundation launch]

1360

1361

1362 This Committee Charter establishes the scope, licensing and initial participation terms for the  
1363 Committee, subject to the requirements of the Bylaws of the Open Mobility Foundation  
1364 (“Foundation”). Parties participate in the Foundation’s activities, and are bound by the terms of this  
1365 Charter, according to the terms of those Bylaws, their application for membership in the Foundation  
1366 (if applicable) and their Contributor License Agreement(s). The Bylaws also contain rules for the  
1367 administration, process and work products the Committee.

1368

1369 **This Charter shall be effective immediately after the conclusion of the first meeting of the**  
1370 **Foundation Board of Directors. The Committee shall be established at that time, with such initial**  
1371 **members as are provided in Paragraph 6, and repository information and maintainers as provided**  
1372 **in Paragraph 11, as the Board may designate by resolution.**

1373

1374 1. Full Name of Committee: as stated above.

1375

1376 2. Short Name: PRIV SEC COMM

1377 *(Please confine to ~12 characters, will be used in tags and metadata)*

1378

1379 3. Scope of Committee:

1380 *(This is a normative, binding statement.)*

1381 *(Please also see the supplemental purpose and deliverables information below.)*

1382

1383 The Privacy, Security and Transparency committee will review and develop policy for  
1384 appropriate transparency and data protection measures such as privacy, data retention and  
1385 anonymization features, as well as technical security practices related to urban mobility data  
1386 including but not limited to encryption, role-based access control, and penetration testing.  
1387 These policies shall support responsible and trustworthy data management practices that  
1388 serve individual privacy, security, transparency and safety.

1389

1390 4. Duration of Committee: *(please circle one)*

1391  4a. Not limited

1392

1393

1394 PRIV SEC COMM

1395 5. Size of Committee: The maximum number of voting members of this Committee shall be: *(please*  
1396 *circle one)*

1397  5b. The Board may limit or change the size of the Committee by resolution.

1398 Additional non-voting members of the Committee are: *(please circle one)*

1399  5c. Permitted and not limited

1400

1401 5f. The following additional restrictions (if any) are a requirement of Committee membership:

1402 If the size of the voting membership of the Committee is limited, the Board of Directors may select  
1403 from among qualified applicants if there are more applicants for voting membership than seats  
1404 available.

1405

1406 6. Members of Committee: Each person participating in the Foundation who (a) has executed and  
1407 returned to the Executive Director a written indication of their willingness to join the Committee and  
1408 receipt of a copy of this Charter, (b) meets any other restrictions listed above (such as qualifications  
1409 and number of available seats) as determined by the Executive Director, and (c) has signed a properly  
1410 completed Foundation Individual CLA.

1411

1412 7. Initial Committee Chairs: *(there may be one or two)*

1413 John Clary, representing member City of Austin.

1414

1415 Committee Chairs are appointed by the Board of Directors, and need not be employees or Appointed  
1416 Representatives of Foundation Members.

1417

1418 8. Constraint on Deliverables of the Committee: *(please circle one)*

1419

1420  8b. Committee shall issue and seek to approve the deliverables listed below, but may issue and  
1421 approve other deliverables so long as there are within the Scope stated above, and consistent with  
1422 the other terms of this Charter and the Bylaws.

1423

1424

1425 PRIV SEC COMM

1426

1427 9. Anticipated Committee Deliverables: *(please list)*

1428 *(List may be normative; see question 8 above.)*

1429 *(If initial Contributions are anticipated as starting drafts for the Committee's work on a deliverable, it*  
1430 *is recommended but not required that they also be noted below, with URLs if publicly available.)*

1431

1432 1. Review and assess the relevance of relevant data security practices for compliance with  
1433 current and expected legal and regulatory requirements for urban mobility data, both at rest  
1434 (as stored) and in transit (in messaging).

1435 2. Review and assess the relevance of relevant data privacy practices for compliance with  
1436 current and expected legal and regulatory requirements for urban mobility data.

1437 3. Review and develop policies for data retention, data minimization and anonymization, and  
1438 role-based access control for urban mobility data, regarding consumer data, data generated  
1439 from public devices and sources, data generated from mobility provider devices, and  
1440 aggregated data. as well as operational practices related to urban mobility data privacy and  
1441 security, including penetration testing and audit.

1442 4. Review and develop policies and best practices (including operational practices) for data  
1443 retention, data minimization and anonymization, and role-based access control for urban  
1444 mobility data, regarding consumer data, data generated from public devices and sources, data  
1445 generated from mobility provider devices, and aggregated data.

1446 5. Review and develop policies and best practices (including operational practices) for urban  
1447 mobility data security, including penetration testing and audit.

1448 6. Propose Foundation deliverables and other projects to assist cities in implementing the  
1449 foregoing data security and privacy policies and practices, and provide comment as needed to  
1450 the Foundation Architecture's assumptions and elements that describe or affect data security  
1451 or privacy issues.

1452

1453 10. Additional Non-Normative Statement of Committee Purpose (optional)

1454 n/a

1455 PRIV SEC COMM

1456

1457 11. Anticipated initial Committee repositories to conduct work, and initial maintainers:

1458 *(Please also note licensing terms, below. Contributors to the Committee must execute and deliver*  
1459 *appropriate CLAs in order to participate.)*

Name of repository	Unique short repo name for metadata (~12 char or less)	Initial maintainers of repository	Check, if non-default licensing is requested (see below)

1460

1461 12. Licensing model for the Committee:

1462 Each repository shall be subject to contributions made under Foundation CLAs that apply the Creative  
1463 Commons CC-BY v4.0 License, unless a different license is proposed in the chart above and approved  
1464 when this Charter is approved (or amended). Note that patentable materials are out of scope for  
1465 Foundation Committees.

1466 Each deliverable of any kind issued or approved by the Committee or published by the Foundation  
1467 must conform to a template provided by the Foundation, which includes a clear and conspicuous  
1468 statement of its licensure and that it is provided on an "AS IS" basis, with a disclaimer of warranties on  
1469 behalf of the Foundation, its Members and participants, and the Host LLC.

1470

1471

1472 **E-3. Strategy Committee**

1473

1474

OPEN MOBILITY FOUNDATION

1475

COMMITTEE CHARTER

1476

1477

STRATEGY COMMITTEE

1478

1479

1480 This Committee Charter establishes the scope, licensing and initial participation terms for the  
1481 Committee (named above, and is subject to the requirements of the Bylaws of the Open Mobility  
1482 Foundation (“Foundation”). Parties participate in the Foundation’s activities, and are bound by the  
1483 terms of this Charter, according to the terms of those Bylaws, their application for membership in the  
1484 Foundation (if applicable) and their Contributor License Agreement(s). The Bylaws also contain rules  
1485 for the administration, process and work products of the Committee.

1486

1487

1488

1489 1. Full Name of Committee: as stated above.

1490

1491 2. Short Name: STRATEGY COMM

1492 *(Please confine to ~12 characters, will be used in tags and metadata)*

1493

1494 3. Scope of Committee:

1495 *(This is a normative, binding statement.)*

1496 *(Please also see the supplemental purpose and deliverables information below.)*

1497

1498 The Strategy Committee enables public agencies and regulatory representatives to review and  
1499 consider alignment of their policies and programs in support of urban mobility and mobility-  
1500 as-a-service, and to assist in identifying current and future Foundation projects that support  
1501 these policies. This may include creating functional requirements for automated systems to  
1502 monitor and manage policies using historical or real-time data.

1503

1504 4. Duration of Committee: *(please circle one)*

1505 [] 4a. Not limited

1506

1507 STRATEGY COMM

1508 5. Size of Committee: The maximum number of voting members of this Committee shall be: *(please*  
1509 *circle one)*

1510  5b. The Board may limit or change the size of the Committee by resolution.

1511 Additional non-voting members of the Committee are: *(please circle one)*

1512  5c. Permitted and not limited

1513

1514 5f. The following additional restrictions (if any) are a requirement of Committee membership:

1515

1516 If the size of the voting membership of the Committee is limited, the Board of Directors may select  
1517 from among qualified applicants if there are more applicants for voting membership than seats  
1518 available.

1519

1520

1521 6. Members of Committee: Each person participating in the Foundation who (a) has delivered to the  
1522 Executive Director a written indication of their willingness to join the Committee and receipt of a copy  
1523 of this Charter, (b) meets any other restrictions listed above (such as qualifications and number of  
1524 available seats) as determined by the Executive Director, and (c) has signed a properly completed  
1525 Foundation Individual CLA.

1526

1527 7. Initial Committee Chairs: *(there may one or two)*

1528 Jacob Sherman , representing member City of Portland.

1529

1530 8. Constraint on Deliverables of the Committee: *(please circle one)*

1531  8b. Committee shall issue and seek to approve the deliverables listed below, but may issue and  
1532 approve other deliverables so long as there are within the Scope stated above, and consistent with  
1533 the other terms of this Charter and the Bylaws.

1534

1535 9. Anticipated Committee Deliverables: *(please list)*

1536 *(List may be normative; see question 8 above.)*

1537 *(If initial Contributions are anticipated as starting drafts for the Committee's work on a deliverable, it*  
1538 *is recommended but not required that they also be noted below, with URLs if publicly available.)*

1539

1540 1. Review and compare urban mobility and mobility-as-a-service programs, with particular  
1541 focus on the infrastructure of regulations, rules and public agency roles that support them.  
1542 Provide comment as needed to the Foundation Architecture's assumptions and elements that  
1543 describe or affect those rules and roles.

1544 STRATEGY COMM

1545

1546

1547 2. Review and comment on existing and future Foundation projects that support these rules  
1548 and roles.

1549 3. Develop and/or review functional requirements for automated systems to monitor and  
1550 manage policies using historical or real-time data.

1551

1552 10. Additional Non-Normative Statement of Committee Purpose (optional)

1553

1554 Cities often are interested in the use of Foundation technologies in order to implement,  
1555 inform, and enable a variety of urban policies. The function of the Strategy Committee is to  
1556 enable public agency experts to compare, review and align policies, and to provide feedback  
1557 on the utility and functionality of current and future Foundation deliverables, and to review  
1558 and compare plans and experience with urban mobility programs and policies.

1559

1560 11. Anticipated initial Committee repositories to conduct work, and initial maintainers:  
1561 *(Please also note licensing terms, below. Contributors to the Committee must execute and deliver*  
1562 *appropriate CLAs in order to participate.)*

Name of repository	Unique short repo name for metadata (~12 char or less)	Initial maintainers of repository	Check, if non-default licensing is requested (see below)

1563

1564 12. Licensing model for the Committee:

1565 Each repository shall be subject to contributions made under Foundation CLAs that apply the Creative  
1566 Commons CC-BY v4.0 License, unless a different license is proposed in the chart above, and approved  
1567 when this Charter is approved (or amended). Note that patentable materials are out of scope for  
1568 Foundation Committees.

1569 Each deliverable of any kind issued or approved by the Committee or published by the Foundation  
1570 must conform to a template provided by the Foundation, which includes a clear and conspicuous  
1571 statement of its licensure and that it is provided on an "AS IS" basis, with a disclaimer of warranties on  
1572 behalf of the Foundation, its Members and participants, and the Host LLC.

1573

1574  
1575  
1576  
1577  
1578  
1579  
1580  
1581  
1582  
1583  
1584  
1585  
1586  
1587  
1588  
1589  
1590  
1591  
1592  
1593  
1594  
1595  
1596  
1597  
1598  
1599  
1600  
1601  
1602  
1603  
1604  
1605  
1606  
1607  
1608  
1609  
1610  
1611  
1612  
1613  
1614  
1615  
1616  
1617

**APPENDIX F**

**OPEN MOBILITY FOUNDATION  
FORM OF INDIVIDUAL CONTRIBUTOR LICENSE AGREEMENT (CLA)**

Please see the [attached] Instructions before submitting this form.

**Contributor information**

Your personal name: \*

Your email address: \*\*

Your GitHub Username: \*

[A valid physical mailing address for you, including country:] \*

**If contributing on behalf of a third party†:**

Please provide your employer's or organization's name, if you are contributing material as part of your employment or engagement with them: \*

Name of that employer or organization's representative:

Email address for that representative: \*\*

*\*, \*\*, † Please note the statements regarding use of these items in the CLA Instructions.*

**Agreement to License**

This CLA applies to all material ("Contributions"), including any original work of authorship and any modifications or additions to an existing work, that you send, post or otherwise explicitly submit for inclusion in any Foundation repository, now and in the future. Foundation repositories and the works created from them are governed by the Foundation Bylaws, which may also affect the application of this CLA.

You agree to license all of your rights in each of your Contributions, under the terms of the specific "Applicable License" designated in the LICENSE.MD file in the repository into which it is submitted (at the time you sign this form), for the benefit of both the Foundation and all later parties who that Applicable License benefits. The licenses granted there and in this CLA by you are perpetual, worldwide, non-exclusive and irrevocable, and include copyright permission to the Foundation to publish your Contributions without royalties, and permit others to do so, including in the ways described in the Foundation Bylaws. You may withdraw in the future from this CLA, and end your



1618 access to contribute to its repositories, but that withdrawal will not terminate your license already  
1619 granted for any Contributions made while you still have that access.

1620

1621

### **Nonassertion Covenant**

1622

1623 You also promise that you will not assert any royalty claims nor patent claims licensable by you that  
1624 are necessarily infringed by an implementation of an approved Foundation Deliverable, against the  
1625 Foundation or any user of that work, for any compliant implementation of that work.

1626

1627 Your promise to do so is irrevocable, but (a) will no longer apply to new Foundation Deliverables  
1628 approved after you resign as a Contributor or depart from the Foundation; and (b) you may suspend  
1629 or revoke that promise to any person who alleges in writing or files a suit asserting that your  
1630 Contribution, or the work to which you have contributed, constitutes direct or contributory patent  
1631 infringement.

1632

1633

### **Additional Terms**

1634

1635 You represent that you have all of the legal rights necessary to license each of your Contributions  
1636 under the terms of the Applicable License, and to make the promises stated in this CLA. If any part of  
1637 your Contribution incorporates the original work of another party, or if you are employed by or  
1638 contributing your work-for-hire supplied to another party, by signing this CLA you also confirm to us  
1639 that you have received any necessary permissions from that party to submit your Contributions and  
1640 grant these licenses and promises.

1641

1642 Most Foundation repositories are public, and most Foundation work is intended to create publicly-  
1643 available materials. By signing, you agree that a record of your Contributions, including your  
1644 identifying name and GitHub handle, may be permanently maintained and freely redistributed.

1645

1646

1647

[end]

1648

1649 **[Appendix F, continued]**

1650

1651

1652

1653

1654

1655

1656

1657

1658

1659

1660

1661

1662

1663

1664

1665

1666

1667

1668

1669

1670

1671

1672

1673

1674

1675

1676

1677

1678

1679

1680

1681

1682

1683

1684

1685

1686

1687

1688

1689

1690

1691

1692

1693

1694

1695

## OPEN MOBILITY FOUNDATION Individual CLA INSTRUCTIONS

*{Note, instructions may change based on automated system tooling, e.g., GitHub setup.}*

In order to contribute intellectual property into the Open Mobility Foundation, you must agree to be bound by the terms of this Agreement ("CLA"), so that it is clear what terms apply to your intellectual property contributions. This is a license and agreement by you, for your protection as a contributor, as well as for the protection of the Foundation and all who use your contributed material.

You are not required to be affiliated with a Member of the Foundation in order to make contributions, but you are required to agree to the CLA before you contribute to any Foundation repository. You can do so by completing the online form provided by the Foundation.

If you are contributing material on behalf of or owned by a corporation, organization or other entity, you must identify them on the iCLA form, and the Foundation may also require additional assurances in an Entity CLA from that entity, before your iCLA is considered valid and complete.

Each Foundation repository contains a LICENSE.MD file stating the "Applicable License" for that repository. The Foundation will not change a license designation for a repository once it is made. By signing the CLA you are agreeing, first, that any contributions you make into a Foundation repository are licensed by you according to the open license terms stated in that LICENSE.MD file, and second, to the nonassertion covenant in the CLA which limits your exercise of any patent rights against persons implementing the Foundation's releases. You must check each repository to confirm which license applies to Contributions made to its contents; the majority of Foundation repositories are likely to use either the Apache 2.0 or Creative Commons CC-BY 4.0 license.

The CLA is only a non-exclusive license and covenant; it does not transfer ownership, and does not change your rights to use your own Contributions for any other purpose. The Foundation, its members and the users of its deliverables are not required to make any use of your Contributions.

Personal data provided in this licensing process is handled, and you have the rights, as provided in the Foundation Data Privacy Statement posted at [URL]. PLEASE NOTE that:

\* Data items with an asterisk on the CLA may be used to identify and post your contributions, and will be made part of a public record to evidence your contributions.

\*\* Data Items with a double asterisk are email addresses, and may become public if you participate by email in Foundation deliberations, which generally are openly posted.

† Data items with a dagger indicate your contribution being connected to an organization, and may require additional Entity CLA information before your CLA is considered complete.

You may submit a CLA by clicking the "Accept" button on the form. You should then receive an email message from \_\_\_\_\_@\_\_\_\_\_.org with the subject line "Open Mobility Foundation Confirmation". Please reply to that email message, to confirm that the information submitted in the CLA form is correct, and that you submitted the CLA. Questions may also be submitted directly to Foundation staff at any time: send general questions to \_\_\_\_\_@\_\_\_\_\_.org and CLA-related questions to \_\_\_\_\_@\_\_\_\_\_.org.

We look forward to your participation and contributions to better urban mobility practices!

1696  
1697  
1698  
1699  
1700  
1701  
1702  
1703  
1704  
1705  
1706  
1707  
1708  
1709  
1710  
1711  
1712  
1713  
1714  
1715  
1716  
1717  
1718  
1719  
1720  
1721  
1722  
1723  
1724  
1725  
1726  
1727  
1728  
1729  
1730  
1731  
1732  
1733  
1734  
1735  
1736  
1737  
1738  
1739  
1740

**APPENDIX G**

**OPEN MOBILITY FOUNDATION  
FORM OF ENTITY CONTRIBUTOR LICENSE AGREEMENT (eCLA)**

Please see the [attached] Instructions before submitting this form.

Entity information

Your organization's full legal name:

The name of your organization's primary representative to the Foundation, who the Foundation may use for notices and confirmations of approval by your organization: \*

Your representative's email address: \*\*

[A valid physical mailing address for your representative, including country:] \*

Information about Contributors (listed representatives) †:

Initial list of name, email, and GitHub username of your designated employees or other representatives whose contributions are subject to this Entity CLA:

Name: \*

Email: \*

GitHub Username: \*

Delete

Add another contributor

† Please note the eCLA Instructions regarding later additions and deletions of contributors authorized to contribute as your representatives.

\*, \*\* Please note the statements regarding use of these items in the eCLA Instructions.

**Agreement to License**

This eCLA applies to all material ("Contributions"), including any original work of authorship and any modifications or additions to an existing work, that your representatives send, post or otherwise explicitly submit for inclusion in any Foundation repository, now and in the future. Foundation

1741 repositories and the works created from them are governed by the Foundation Bylaws, which may  
1742 also affect the application of this eCLA.

1743

1744 You agree to license all of your rights in each of your Contributions, under the terms of the specific  
1745 "Applicable License" designated in the LICENSE.MD file in the repository into which it is submitted (at  
1746 the time you sign this form), for the benefit of both the Foundation and all later parties who that  
1747 Applicable License benefits. The licenses granted there and in this eCLA by you are perpetual,  
1748 worldwide, non-exclusive and irrevocable, and include copyright permission to the Foundation to  
1749 publish your contributions without royalties, and permit others to do so, including in the ways  
1750 described in the Foundation Bylaws. You may withdraw in the future from this CLA, and end your  
1751 access to contribute to its repositories, but that withdrawal will not terminate your license already  
1752 granted for any Contributions made by your representatives while you still have that access.

1753

#### 1754 **Nonassertion Covenant**

1755

1756 You also promise that you will not assert any royalty claims nor patent claims licensable by you that  
1757 are necessarily infringed by an implementation of an approved Foundation Deliverable, against the  
1758 Foundation or any user of that work, for any compliant implementation of that work.

1759

1760 Your promise to do so is irrevocable, but (a) will no longer apply to new Foundation Deliverables  
1761 approved after you resign or are terminated as a Member (or, if you signed this eCLA but are not a  
1762 Member, after you notify the Foundation in writing that this eCLA is terminated); and (b) you may  
1763 suspend or revoke that promise to any person who alleges in writing or files a suit asserting that your  
1764 Contribution, or the work to which you have contributed, constitutes direct or contributory patent  
1765 infringement.

1766

#### 1767 **Additional Terms**

1768

1769 By signing this eCLA, you represent that:

- 1770 • You have all of the legal rights necessary to license each of the Contributions made by your  
1771 representatives under the terms of the Applicable License, and to make the promises stated in  
1772 this eCLA.
- 1773 • You have included in this eCLA (or will add) as listed representatives all contributors who are  
1774 making Contributions of your work as your representatives.
- 1775 • If any part of those Contributions incorporates the original work of another party, whether or  
1776 not affiliated with you, you also confirm to us that you have received any necessary  
1777 permissions from that party to submit your Contributions and grant these licenses and  
1778 promises.

1779

1780 Most Foundation repositories are public, and most Foundation work is intended to create publicly-  
1781 available materials. By signing, you agree that a record of the Contributions made by your  
1782 representatives, including the identification of you as a contributing entity, may be permanently  
1783 maintained and freely redistributed.

1784

1785

[end]

1786 [Appendix G, continued]

1787

1788

## OPEN MOBILITY FOUNDATION

1789

### Entity CLA INSTRUCTIONS

1790

1791

*{Note, instructions may change based on automated system tooling, e.g., GitHub setup.}*

1792

1793

In order to contribute intellectual property into the Foundation, individuals are required to be bound by the terms of our Individual Contributor License Agreement (“iCLA”), to agree to and make clear the terms that apply to their intellectual property contributions. *In cases where that individual is participating and making contributions as your employee or representative, using intellectual property that is owned by your company or organization, your company or organization (“you”) also should execute and return to the Foundation this Entity Contributor License Agreement (“Entity CLA”) or (“eCLA”).* This is a license and agreement by you, for your protection as a contributor, as well as for the protection of the Foundation, your representatives, and all who use your contributed material. You must agree to be bound by the terms of this eCLA, so that it is clear what terms apply to your intellectual property contributions made by your representatives.

1802

1803

You can do so by completing the online form provided by the Foundation. However, only a person who is authorized to commit the entity to a license agreement should submit this form.

1804

1805

1806

The Foundation reserves the right to reject any contributions made by individuals who state that their contributions are owned by you, unless you provide an Entity CLA:

1807

1808

- By listing a Contributor here as your representative, you are including their Contributions to the Foundation in your licensing promises.

1809

1810

- By listing you in their Individual CLA as their employer or party whose content they use, a Contributor creates a requirement that you must also list them in this eCLA in order for the Foundation to accept their Contributions of your work.

1811

1812

1813

1814

Each Foundation repository contains a LICENSE.MD file stating the "Applicable License" for that repository. The Foundation will not change a license designation for a repository once it is made. By signing the eCLA you are agreeing that any contributions *your listed representatives* make into a Foundation repository are licensed by you *according to the open license terms* stated in that LICENSE.MD file, and to the *nonassertion covenant* in the eCLA which limits your exercise of any patent rights against persons implementing the Foundation’s releases. You must check each repository to confirm which license applies to contributions made to its contents; the majority of Foundation repositories are likely to use either the Apache 2.0 or Creative Commons CC-BY 4.0 license.

1822

1823

The CLA is only a non-exclusive license and covenant; it does not transfer ownership, and does not change your rights to use your own Contributions for any other purpose. The Foundation, its members and the users of its deliverables are not required to make any use of your Contributions.

1824

1825

1826

1827

Personal data provided in this licensing process is handled, and you have the rights, as provided in the Foundation Data Privacy Statement posted at [URL]. PLEASE NOTE that:

1828

1829

1830

\* Data items with an asterisk on the CLA may be used to identify and post your contributions, and will be made part of a public record to evidence your contributions.

1831

1832

\*\* Data Items with a double asterisk are email addresses, and may become public if you participate by email in Foundation deliberations, which generally are openly posted.

1833

1834 You may submit a CLA by clicking the "Accept" button on the form. You should then receive an email message  
1835 from \_\_\_\_\_@\_\_\_\_\_.org with the subject line "Open Mobility Foundation Confirmation". Please reply  
1836 to that email message, to confirm that the information submitted in the CLA form is correct, and that you  
1837 submitted the CLA. Questions may also be submitted directly to Foundation staff at any time: send general  
1838 questions to \_\_\_\_\_@\_\_\_\_\_.org and CLA-related questions to \_\_\_\_\_@\_\_\_\_\_.org.

1839 We look forward to your participation and contributions to better urban mobility practices!

1840

## APPENDIX H

1841

### OPEN MOBILITY FOUNDATION

1842

#### ANTITRUST GUIDELINES

1843

1844

1845

1846

It is the policy of the Foundation and the Host LLC to comply with all antitrust and competition laws and regulations.

1847

1848

1849

1850

1851

1852

Those participating in the Foundation's activities at all levels must proceed with caution to ensure against inadvertent violations of international, federal or state/province antitrust and competition laws, because violations of such laws can result in criminal as well as civil penalties for individuals as well as their employers. Laws relating to antitrust and anticompetitive behavior are complex. All Contributors should seek to further understand these issues, and if acting as an employee or representative of a Member, consult that Member regarding its own rules.

1853

1854

1855

1856

1857

1858

1859

1860

1861

1862

1863

All Members and all individuals participating in the Foundation shall acknowledge that they may compete with one another in various lines of business, and that it is therefore imperative that they and their representatives act in a manner that does not violate any applicable antitrust or competition laws and regulations. Each such participant and individual may design, develop, manufacture, acquire or market competitive specifications, products and services, and conduct its business in whatever way it chooses. Members and all individuals participating in any Host LLC or Foundation activities may not have any discussion relating to product pricing, methods or channels of product distribution, any division of markets, or allocation of customers or any other topic that should not be discussed among competitors. Each such party and participant bears the sole responsibility to obtain appropriate legal counsel regarding their conduct within and regarding the Foundation, and compliance with applicable antitrust or competition laws and regulations.

1864

1865 **APPENDIX I**

1866  
1867 **OPEN MOBILITY FOUNDATION**  
1868 **CODE OF CONDUCT**

1869  
1870  
1871 **Introduction**

1872 The Open Mobility Foundation (OMF) community is made up of professionals and volunteers from all  
1873 over the world committed to the Foundation's mission of promoting and developing open source  
1874 projects, standards activities, and related software and technology programs to address the  
1875 challenges associated with urban mobility and transportation in the 21st century.

1876 Because we are a global community of public and private collaborators and believe that our civility  
1877 and diversity is our strength, we have adopted the following code of conduct to promote and ensure  
1878 an open, fair, welcoming, inclusive, and professional environment. This code of conduct applies  
1879 equally to all participants, including board members, council, working group and committee  
1880 members, project team leads, core contributors, mentors, user group leaders and participants, and  
1881 those seeking help and guidance.

1882 The OMF Code of Conduct also applies to all resources managed or authorized by the Foundation,  
1883 including Wiki or Git channels, the mailing lists, issue trackers, OMF-sponsored events and projects. In  
1884 some cases, violations of this code outside of the Foundation's scope may affect a person's ability to  
1885 participate in our community.

1886 Please note that the Foundation also has established a Conflict-of-Interest Policy, Whistleblower  
1887 Policy and Antitrust Guidelines in its Bylaws, that also apply to Foundation participation and some  
1888 types of interactions and behavior,

1889 \We ask that you take this code in the spirit in which it is meant. OMF expects all members of the  
1890 community to work together in an appropriate, a respectful, professional way to achieve the best  
1891 possible outcomes for the stakeholders we seek to serve: the people who live, work, and play in our  
1892 cities. If you believe someone is violating our Code of Conduct, please see our Reporting Guidelines  
1893 below.

1894 **Our Expectations:**

1895 The Foundation expects all members of the community to:

1896 • *Collaborate openly* – Collaboration is central to the success of the Foundation. If we don't work  
1897 well together, we fail to achieve our mission, which includes the creation of widely usable and widely-  
1898 understood practices and data structures that can be embraced and implemented by many different  
1899 communities. If we don't work openly together, we risk losing the trust of our colleagues and those  
1900 who will benefit from our efforts. Work transparently; involve other stakeholders; do not create  
1901 private forms of communication that take away transparency or exclude other contributors and  
1902 collaborators. The Foundation's Bylaws require that all meetings (with some limited exceptions)  
1903 must be conducted openly, and that records of all actions be made available to all members. That  
1904 openness rule requires that meetings be properly called and scheduled in advance; and conducted so  
1905 as to permit the presence of as many participants as is logistically feasible. However, presiding  
1906 officers are permitted to take the steps described in this Code to maintain orderly meetings, and may



1907 limit the right to speak at a panel's meeting to members of the panel in question; and meetings are  
1908 not obligated to accommodate all visitors beyond reasonable feasibility limits. Nonmember and  
1909 public comment facilities will be maintained through the Foundation's repository system.

1910 • *Be welcoming* – We strive to be a community that welcomes and supports people of all  
1911 backgrounds and identities. This includes, but is not limited to, members of any race, ethnicity,  
1912 culture, national origin, color, immigration status, social and economic class, educational level, sex,  
1913 sexual orientation, gender identity and expression, age, size, family status, political belief, religion and  
1914 mental and physical ability.

1915 • *Be considerate* – Our work will be used by other people, and we in turn will depend on the work  
1916 of others. Any decision we take will affect users and colleagues, and we should take those  
1917 consequences into account when making decisions. Recognize that you don't have all the answers.

1918 • *Be respectful* – Not all of us will agree all the time, but disagreement is no excuse for poor  
1919 behavior and poor manners. We might all experience some frustration now and then, but we cannot  
1920 allow that frustration to turn into a personal attack. It's important to remember that a community  
1921 where people feel uncomfortable or threatened is not a productive one. Members of the community  
1922 should be respectful when dealing with other contributors as well as with people outside of the  
1923 community and with users of the projects managed by the Foundation.

1924 • *Address disagreements honestly and respectfully* - Disagreements happen all the time. They are  
1925 critical to robust dialog and innovation. Disagreement is a sign that an issue matters. The key is to  
1926 disagree and discuss differing views constructively. Foundation participants should develop and test  
1927 ideas impartially, without finding fault with the colleague proposing the idea. We dispute ideas by  
1928 using reasoned argument, rather than through intimidation or ad hominem attack. Focus on helping  
1929 to resolve issues and learning from mistakes.

### 1930 **We take the following very seriously:**

1931 We take the following very seriously, and any violations may impact your ability to participate in The  
1932 Foundation community.

1933 *Respect the election, voting and consensus process.* Members of the OMF community should respect  
1934 that elections and votes are some of the mechanisms designed to enable the community to reach  
1935 consensus, make decisions, and make progress on our common mission. Open respectful debate is  
1936 welcome and accepted. Thwarting the ability of others to express their votes, ballot stuffing, or other  
1937 deceptive practices or rule abuse are not.

1938 *Be careful with your words and actions.* We are a community of professionals, and we conduct  
1939 ourselves professionally. Do not insult or put down other participants. Harassment and other  
1940 exclusionary behavior is not acceptable and should be reported. This includes but is not limited to:

1941 • Violent threats or language directed against another person.

1942 • Discriminatory jokes and language.

1943 • Posting sexually suggestive, explicit or violent material.

1944 • Posting (or threatening to post) other people's personally identifying information ("doxing").

1945 • Personal insults, especially those using racist or sexist terms.

- 1946 • Unwelcome sexual attention.
- 1947 • Advocating for, or encouraging, any of the above behavior.
- 1948 • Repeated harassment of others. In general, if someone asks you to stop, then stop.
- 1949 Do not abuse the OMF rules and processes. The rules and processes of OMF are designed to enable  
1950 cities, urban mobility experts, software developers, and others work effectively together to achieve

1951 **Presiding over meetings**

1952 Each committee, working group and other panel within the Foundation has one or more presiding  
1953 chairs or similar officials, who are responsible for running its meetings, and moderating its live and  
1954 online discussions. Those presiding officials are empowered to suspend or postpone discussions and  
1955 debates when this Code is violated, and to exclude participants who violate this Code, if necessary to  
1956 maintain the orderly, respectful progress of the Foundation’s business, but all subject to the right of  
1957 any party to appeal those decisions as provided below.

1958 **Process to file complaint**

1959 If you believe that this Code of Conduct is being violated, or you are being harassed, or you believe  
1960 that you have been wrongly accused of violating the Code of Conduct or have any other concerns,  
1961 (a) please contact the Foundation’s Executive Director, unless (b) the Executive Director’s actions are  
1962 the basis for the wrongful conduct, in which case, please contact the posted Point of Contact for the  
1963 Managers of the OASIS Open Development Foundation, LLC (the Host LLC).

1964 Be prepared to provide as much of the following information as possible in writing to that party  
1965 receiving the report (the Responding Party): identifying the person or group you believe is violating or  
1966 misusing the Code of Conduct, the nature and date(s) of the violation, other people involved, and  
1967 whether or not you prefer your complaint to be kept anonymous.

1968 The Responding Party will be responsible for notifying the alleged offender of the complaint,  
1969 investigating the complaint, determining the violation, if any, determining the appropriate penalty or  
1970 corrective action, if any, and communicating the resolution to the parties involved. The Responding  
1971 Party may, if appropriate, share the report or appropriate portions of it with the Foundation Board of  
1972 Directors and/or the Host LLC Managers.

1973 Penalties or corrective actions may include:

- 1974 • Directing the offender to cease the behavior and warning that any further violations will result in  
1975 sanctions
- 1976 • Banning or suspending the offender from Wiki or Git channels or mailing lists or other  
1977 communications channels controlled by the Foundation
- 1978 • Ending any or all volunteer responsibilities or privileges that the offender holds from the  
1979 Foundation (either indefinitely or for a certain time period)
- 1980 • Banning the offender from Foundation projects or sponsored events (either indefinitely or for a  
1981 certain time period)
- 1982 • Removing the offender from membership or participation in the Foundation

1983 • Reversing decisions or approvals made by, influenced by, or led by the offender if such are  
1984 deemed to be attributable to the wrongful behavior.

1985

1986 The Foundation gratefully acknowledges the OpenStack Foundation, the IETF, the JS Foundation, the  
1987 Apache Software Foundation, the Contributor Covenant, and OASIS Open Projects, from whose codes  
1988 of conduct many of these processes and procedures are drawn.

1989  
1990  
1991  
1992  
1993  
1994  
1995  
1996

## APPENDIX J

### OPEN MOBILITY FOUNDATION CONFLICT OF INTEREST POLICY

#### Article I Purpose

1997 The purpose of this conflict of interest policy is to protect the interests of the Foundation and the  
1998 Host LLC when the Foundation contemplates entering into actions or arrangements that might benefit  
1999 the private interest of an officer or director of the Foundation or might result in a possible excess  
2000 benefit transaction. This policy supplements but does not replace any applicable state and federal  
2001 laws governing conflicts of interest.

#### Article II Definitions

2003 *Interested Person.* Any Board member, Foundation officer, or person exercising delegated authority  
2004 as described in Article III, who has a direct or indirect Financial Interest, as defined below, is an  
2005 Interested Person for purposes of this policy.

2006 *Financial Interest.* A person has a Financial Interest with respect to a proposed transaction,  
2007 arrangement or appeal, if the person has, directly or indirectly, through business, employment,  
2008 investment, or family:

- 2009 • An ownership or investment interest in any entity with which the Foundation has or proposes  
2010 to have a transaction or arrangement or adjudicates an appeal,
- 2011 • A compensation arrangement with the Foundation or with any entity or individual with which  
2012 the Foundation has or proposes to have a transaction or arrangement or adjudicates an  
2013 appeal, or
- 2014 • A likely potential ownership or investment interest in, or compensation arrangement with, any  
2015 entity or individual with which the Foundation has or proposes to have a transaction or  
2016 arrangement or adjudicates an appeal.

2017 *Compensation* includes direct and indirect remuneration as well as gifts or favors that are not  
2018 insubstantial. A Financial Interest is not necessarily a Conflict of Interest. Article III of this Policy  
2019 provides a description of how the Board determines whether a Conflict of Interest exists.

#### Article III Procedures

2021 *Duty to Disclose.* Members of the Board and Foundation officers must disclose to the Board and the  
2022 Host LLC the existence of a Financial Interest and all material facts that may give rise to an actual or  
2023 possible Conflict of Interest, when the Board considers the proposed transaction, arrangement or  
2024 appeal.

2025 *Determining Whether a Conflict of Interest Exists.* When a Board member or Foundation officer's  
2026 actual or possible Conflict of Interest has been brought to the attention of the Board and the Host LLC,  
2027 that person shall have an opportunity to discuss the matter with the Board. Immediately afterwards,  
2028 if the affected member or officer does not agree that an actual or possible Conflict of Interest exists,

2029 then that person shall leave the Board meeting while the determination of a Conflict of Interest is  
2030 discussed and voted upon. The remaining Board members shall decide if a Conflict of Interest exists,  
2031 before the Board takes action on the proposed transaction, arrangement or appeal.

2032 *Procedures for Addressing the Conflict of Interest.* Once a determination has been made that a  
2033 Conflict of Interest exists, the Interested Person may make a presentation at the Board meeting on  
2034 the matter in question, but after the presentation, he or she shall leave the meeting during the  
2035 discussion of, and the vote on, the relevant transaction, arrangement or appeal. If the Board deems it  
2036 appropriate, the chairperson of the Board shall appoint a disinterested person or committee to  
2037 investigate alternatives to a relevant proposed transaction or arrangement:

2038 After exercising due diligence and receiving the report of that person or committee, the Board shall  
2039 determine whether the Foundation can obtain with reasonable efforts a more advantageous  
2040 transaction or arrangement with a person or entity that would not give rise to a Conflict of Interest.

2041 If a more advantageous transaction or arrangement is not reasonably possible under circumstances  
2042 that do not produce a Conflict of Interest, the Board shall determine by a majority vote of the  
2043 disinterested Board members whether the transaction or arrangement is in the best interest of the  
2044 Foundation, for its own benefit, and whether it is fair and reasonable, which findings shall (subject to  
2045 the provisions of the Host LLC Operating Rules) govern its decision whether to enter into the  
2046 transaction or arrangement.

2047 *Violations of the Conflicts of Interest Policy.* If the Board has reasonable cause to believe a Board  
2048 member or Foundation officer has failed to disclose an actual or possible Conflict of Interest, it shall  
2049 inform the person of the basis for such belief and afford her or him an opportunity to explain the  
2050 alleged failure to disclose. If, after hearing the person's response and after making further  
2051 investigation as warranted by the circumstances, the Board determines that the person has failed to  
2052 disclose an actual or possible Conflict of Interest, it shall notify the Host LLC and take appropriate  
2053 disciplinary and corrective action.

2054 *Committees and Persons Exercising Delegated Authority.* The procedures and requirements of this  
2055 Policy applicable to the actions, meetings and members of the Board of Directors, and Foundation  
2056 officers, also shall apply to any committee exercising delegated power of the Board of Directors, and  
2057 any person exercising the delegated power of a Foundation officer, respectively.

#### 2058 **Article IV Records of Proceedings**

2059 The minutes of the Board shall contain:

- 2060 • The names of the persons who disclosed or otherwise were found to have a Financial Interest  
2061 in connection with an actual or possible Conflict of Interest, the nature of the Financial  
2062 Interest, actions taken to determine whether a Conflict of Interest was present, and the  
2063 Board's decision as to whether a Conflict of Interest in fact existed.
- 2064 • The names of the persons who were present for discussions and votes relating to the relevant  
2065 transaction, arrangement or appeal, any alternatives discussed, and a record of the individual  
2066 votes cast in connection with the Conflict of Interest proceedings.

2067 **Article V Compensation**

2068 A Board member or Foundation officer who receives compensation, directly or indirectly, from the  
2069 Foundation for services may not vote on matters pertaining to that person's compensation, but is not  
2070 prohibited from providing information to the Board, or any of its committees, regarding  
2071 compensation.

2072 **Article VI Annual Statements**

2073 Each Board member and Foundation officer shall sign a statement annually which affirms that such  
2074 person has received a copy of this Policy, has read and understands this Policy, and understands that  
2075 the Foundation and the Host LLC maintain not-for-profit and tax-exempt status, and must engage  
2076 primarily in activities which accomplish their permitted exempt purposes.

2077 **Article VII Periodic Reviews**

2078 To ensure that the Foundation operates in a manner consistent with its non-profit purposes and its  
2079 status as an organization exempt from federal income tax, the Board shall authorize and oversee  
2080 periodic reviews on at least an annual basis of the administration and continuing suitability of, this  
2081 Conflict of Interest Policy in consultation with the Host LLC.

2082  
2083  
2084  
2085  
2086  
2087  
2088  
2089  
2090  
2091  
2092  
2093  
2094  
2095  
2096  
2097  
2098  
2099  
2100  
2101  
2102  
2103  
2104  
2105  
2106  
2107  
2108  
2109  
2110  
2111  
2112  
2113  
2114  
2115  
2116  
2117  
2118  
2119

**APPENDIX K**  
**OPEN MOBILITY FOUNDATION**  
**WHISTLEBLOWER POLICY**

The Foundation and the Host LLC are committed to high standards of ethical, moral, and legal business conduct, and are further dedicated to acting in good faith with those individuals who raise concerns regarding incorrect financial reporting, unlawful activity, or otherwise improper conduct.

This Whistleblower Policy aims to provide individuals with an avenue for raising such concerns, and to reassure such individuals that they will be protected from reprisal or victimization as a consequence of reporting the alleged wrongdoing of any officer, director, employee, or agent of the Foundation.

**Statement of Policy**

No officer, director, employee, or agent of the Foundation shall take any harmful action with the intent to retaliate against any person, including interference with employment or livelihood, for providing to a law enforcement officer any truthful information relating to the commission or possible commission of any offense. Nor will any officer, director, employee, or agent of the Foundation take any harmful action with intent to retaliate against any person for reporting to an appropriate senior management or official of the Foundation or the Host LLC the suspected misuse, misallocation, or theft of any Foundation resources, or suspected or fraudulent or dishonest conduct.

**Safeguards**

*Harassment or Victimization* – The Foundation and the Host LLC will not tolerate the harassment or victimization of any employee who raises concerns under this policy.

*Confidentiality* – The Foundation and the Host LLC will make every effort to treat a complainant's identity with an appropriate regard for confidentiality, with the understanding that the details of complaints may need to be shared with others in order to investigate such complaints properly.

*Anonymous Allegations* – Because a thorough investigation often depends on an ability to gather additional information, the Foundation and the Host LLC encourage complainants to put their names to allegations of wrongdoing. The Foundation and the Host LLC will explore anonymous allegations to the extent possible, but will weigh the prudence of continuing such investigations against the likelihood of confirming the alleged facts or circumstances from attributable sources.

*Bad Faith Allegations* – Allegations made in bad faith may result in disciplinary action.

**Procedure**

Process for Raising a Concern:

*Reporting* – The Foundation and the Host LLC intend this policy to be used for serious and sensitive issues. Such concerns, including those relating to financial reporting or unethical or illegal conduct may be reported directly to the Foundation's Executive Director.

Employment-related concerns should be reported through supervisors.

2120 In the event that an individual's concern rises to the level that he/she reasonably believes that notice  
2121 to the Executive Director will be disregarded or otherwise not fairly considered, the individual may  
2122 then report violations or suspected violations to the posted Point of Contact for the Managers of the  
2123 Host LLC.

2124 *Timing* – The earlier a concern is expressed, the easier it is to take action.

2125 *Evidence* – Although a complainant is not expected to prove the truth of an allegation, he or she  
2126 should be able to demonstrate that he or she has made a report in good faith. The Foundation and  
2127 the Host LLC may not be able to fully evaluate vague or generalized complaints.

2128 How the Report of Concern Will Be Handled:

2129 *Initial Inquiries* – The Executive Director or Host LLC Managers will make initial inquiries in  
2130 consultation with legal counsel, if necessary, to determine whether or not further investigation is  
2131 necessary or appropriate.

2132 *Further Information* – The Executive Director or Host LLC Managers may seek further information  
2133 from any officer, director, employee, or agent of the Foundation, and shall take all reasonable  
2134 precautions to protect the identity of the complainant to the extent possible while doing so.

2135 *Reporting* – The Board of Directors shall receive information on each complaint. The Board of  
2136 Directors will determine an appropriate response to a report of concern, in consultation with the Host  
2137 LLC and the Executive Director and, if necessary, legal counsel. Officers, directors, employees, and  
2138 agents of the Foundation who may be implicated in such reports shall not participate in any  
2139 deliberation of the Board of Directors related to the complaint, except to present information directly  
2140 to the Board on his or her own behalf.

2141

2142

**END OF BYLAWS**