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OPEN MOBILITY FOUNDATION
BYLAWS v1.27

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1. The Foundation.

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

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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.

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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.

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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.

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2. Membership and Dues.

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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.

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2.2. **Classes of Members.** Foundation Members shall be either Public Members or Non-Public Members. A “Public Member” is a government entity 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.

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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 short description of their status, size, areas of interest and contact parties, and agreeing to be bound by these Bylaws, on a form or document specified by the Executive Director; and (b) paying the dues (if any) applicable to their class of membership (“Dues”) as provided below. 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 from among its members, who shall serve for a term of
94 one-year so long as she remains a Board member. The Board may re-elect or remove its chair
95 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 Public Member of the Foundation. Board members shall be elected or appointed to two-year
100 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 Public Member who
103 employs them. Once a Board member is seated, the Public Member who employs them may
104 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. ~~later-~~

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 Julian Guevara nominated by the City of Miami, 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 Noah Siegel nominated by the City of Portland, OR (one-year term)

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

136 Rames 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.

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697

APPENDIX A

698

OPEN MOBILITY FOUNDATION OPEN MOBILITY DESIGN PRINCIPLES

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701

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

707 2. Much of the work of the Foundation will be based on the **“digital twin” model** described in the
708 appended white paper, which specifies that **municipalities own and control** a definitive digital data
709 model of urban mobility. This model represents the real-time and historic state of vehicles and other
710 devices operating within the right-of-way managed by the city.

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 not seek to impose a single, mandated standard. Rather, the MDS architecture
720 enables each city to specify appropriate policies for privacy, security and elevation of public trust.
721 Contributions to the Foundation must identify the relevant privacy and security standards, if any, that
722 have been incorporated.

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

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

731

732

733 **EXPLANATORY WHITE PAPER**

734

735 **Transportation Administration History**

736 For over 120 years, public agencies have adopted and enforced laws and rules governing the
737 movement and pricing of people and goods on the sidewalks, streets, highways, bikeways and other
738 public infrastructure to minimize the occurrences of crashes, ensure safety, and support overall city
739 commerce.

740 This has traditionally been accomplished through a combination of:

- 741 • Enforcement of vehicle condition, vehicle speed, and vehicle operation
- 742 • Traffic control and curb management through signs and signals
- 743 • Establishment of “rules of the road” and training
- 744 • Dynamic changes in street availability (events, crashes, emergencies, etc.)
- 745 • Defined and enforced methods of interaction between people driving and walking, emergency
746 vehicles, and infrastructure

747 These functions have had two important temporal aspects: 1) planning, which is asynchronous (speed
748 limits, signage, rules of the road), and 2) operational, or real-time (pedestrian/driver interactions,
749 enforcement, road closures, emergencies).

750 **A New World for Departments of Transportation**

751 After decades of relative stability, agencies which govern the public realm are facing unprecedented
752 disruption to their responsibility and authority. Four changes are occurring simultaneously that
753 require cities to expand the range of mechanisms and technologies that they apply to planning and
754 operations.

- 755 • The number and types of vehicles using the public right-of-way is increasing dramatically. To a
756 relatively simple world of automobiles, trucks, bicycles and mass transit, there are now:
757 electric micromobility vehicles, autonomous vehicles, drones, and aerial taxis.
- 758 • New business models have emerged that fundamentally complicate the interface between the
759 city’s infrastructure and vehicles. Examples include Transportation Network Companies
760 (“TNCs”), advertising-based map and routing services, dockless micromobility, and a massive
761 shift to online shopping which drives both delivery vehicle activity and eventually drone use.

762 There has been an exponential increase in the capability of technologies applied to transportation.
763 Some of these include: mobile applications, batteries, communications, sensing through LIDAR and
764 video, autonomous vehicle (AV) software and analytics, drones and mapping. Public agencies must
765 understand, manage, and regulate these technologies.

- 766 • Our expectations of the public realm include requirements for tackling congestion, reducing
767 traffic deaths to zero, ensuring environmental sustainability, enabling economic development,
768 providing equitable transportation services and building a long term, sustainable business
769 model for city transportation services.

770 The confluence of this change has had a measurable, negative impact on the quality of life in cities.
771 Congestion has increased, transit ridership is down, and traffic deaths are increasing. Finally, since
772 most of this technological change has been driven by individual, for-profit companies, there are no
773 standards for interaction or operation between any of these transportation modalities or even
774 between cities.

775 **Digital Twins, a Technology Solution**

776 The massive increase in the number of vehicles, the varying types of vehicles operating with different
777 business models and the explosive increase in the technical capabilities of vehicles create huge
778 challenges for DOTs. Managing the complexity of this transportation ecosystem in a way that can
779 scale for the next 120 years requires a new approach – a revolutionary change.

780 The emerging technology of “Digital Twins” represents such an innovation. A Digital Twin is a digital
781 replica of a physical system. By exchanging information between the physical and virtual worlds, it
782 can provide an accurate digital representation of the state of the physical world, which can analyze
783 and manage physical systems. Over time each city is able to build a virtual model of all of the critical
784 elements of their city. By applying simulation and machine learning to this increasingly accurate
785 virtual world, DOTs will be able to manage transportation environments of arbitrary complexity and
786 size. Bringing the virtual and physical worlds together in this way will lead to better, less risky
787 decision making, while acting as a medium for citizen engagement.

788 DOT operations are shaped by the interpretation of policy through governance, and virtual analogs of
789 these concepts exist in the Digital Twin. Virtual operations and simulations must be able to query
790 policy and apply governance to take the correct – virtual – course of action.

791 As an example, an emergency vehicle must respond to a crash by traveling from the local fire house
792 to the crash location. Immediately, a routing simulation is run on the virtual city with its
793 representation of current traffic. Once the optimized route is determined, the vehicle can be directed
794 through both the real and virtual world. In the virtual world, intersection signals are notified just in
795 time for the emergency vehicle to advance through the route and each signal’s real-world counterpart
796 is then set to green. In the future, digital proxies for autonomous vehicles will be notified of the
797 changing context so that their physical twins can take appropriate action.

798 As a virtual, ‘living’ equivalent of the city’s many systems, a Digital Twin allows a DOT to model
799 possible strategies to plan for and mitigate problems before and as they occur, and to implement a
800 solution which has been virtually tested in many simulated scenarios to minimize risk. For instance, if
801 a stadium lets out 20,000 patrons at 9:30pm after a given event, what is the best temporary, one-way
802 street configuration? And for how long should the temporary configuration remain in effect? City
803 planners and operators can use dashboards which provide access to different planes of the physical
804 and virtual worlds to gain the insights needed for effective decision making.

805 Building out these virtual city worlds with the appropriate levels of security and privacy will take
806 years. However, by starting with an extensible framework for data gathering, analysis and simulation,
807 emerging transportation technologies can be plugged in as they arrive. A modern Digital Twin
808 framework is based on a set of digital, interoperable services using standardized interfaces and data
809 models.

810 Unfortunately, many of the newer mobility businesses have been built on very incomplete, and
811 proprietary, Digital Twins (for example, a TNC’s database of locations of available drivers). These

812 systems represent partial, private and conflicting views of the world that are at odds with the needs
813 and priorities of the city and its residents (and may contradict or attempt to countermand each other
814 as well). Going forward, each city must manage its own Digital Twin, which will provide the ground
815 truth on which mobility services depend.

816 **Privacy and Security**

817 While most functionality of the Digital Twin will be a duplicate of the physical version, data privacy
818 and security are topics that gain significant prominence in the virtual twin model far beyond what is
819 required and expected in the physical environment. (Of course, this risk exists whether a city adopts
820 an official Digital Twin model, or simply tolerates or suffers the existence of multiple, partial private
821 models.) A safe and constructive virtual model of the city's transportation activity requires
822 comprehensive privacy protections underpinned by robust security measures, as data flows among
823 vehicles, operators, third party service providers, individuals (like riders) and city agencies.

824 Privacy and security are different sets of goals and address different concerns. For purposes of this
825 document, we are generally referring to a combined set of data protection features to describe the
826 importance of addressing both strong privacy protections and robust security measures. In practice,
827 each of these concepts must be fully addressed, designed and implemented at the outset in very
828 targeted and granular ways. Each layer of the virtual twin, including policy, enforcement,
829 communication or infrastructure must consider the type, timing and duration of data exchange
830 requirements to meet the specific needs of each service.

831 For certain management and operational tasks, the Digital Twin must exchange data with vehicles and
832 infrastructure in real time. For other applications, such as planning and retrospective analysis, it may
833 be sufficient to rely on aggregated time-series data.

834 One of the great strengths of a holistic approach such as the Digital Twin is the ability to apply clear,
835 consistent public policies for managing and securing data. These policies will address the types and
836 sources of data; why it is needed; how it is transformed, aggregated, and analyzed; who can access it
837 for what purposes; and how and why it is retained. Such policies are of great concern for city
838 residents and mobility users, because of the personally identifiable elements in such data, but they
839 are critically important for many other stakeholders, from commercial operators of mobility solutions
840 to the agencies responsible for the safe and secure operation of city infrastructure.

841 Such data protection measures must be enforced with a high degree of accountability mandated upon
842 all players in the virtual ecosystem. Just as cities expect robust, accurate, seamless data from
843 providers and other partners, they must demand strict protections and compliance on the use of data
844 with those with whom the data is shared.

845 **Generalized Digital Twin Plan**

846 Development of a scalable Digital Twin world is a complex task that would usually be taken on by a
847 large commercial entity over years. However, this would result in a large, vertically integrated
848 solution that represents a particular city from the perspective of one vendor, and which could create
849 multi-decade lock-in for that city. Assuming that no one company would win the business of all cities,
850 there would be incompatibilities between cities.

851 There is another solution. By adhering to three key principles, a Digital Twin framework and a real-
852 world implementation can be built that truly meets the needs of cities:

- 853 1. Cities specify the underlying framework of digital, interoperable services using standardized
854 interfaces and data models for the virtual world. The specific implementation details can be
855 designed and offered by commercial vendors.
- 856 2. The entire system is implemented in freely available Open Source code, so that any city can
857 implement the system at minimal cost, creating an open marketplace for vendors to compete.
- 858 3. Modular elements of the code allow cities to start small. While initially the entire virtual
859 architecture is defined at a high level, the first implementations are focused on solving
860 immediate problems that allow cities and industry to learn and iterate.

861 The intent is to promote the emerge of a marketplace of provably interoperable components from
862 many entities while maintaining the highest degree of security and efficiency, and to encourage the
863 creation of open source implementations for all components. This is the only way that a complex
864 technology like Digital Twins can be realized for cities, by cities.

865 **MDS Digital Twin Path**

866 The Mobility Data Services (MDS) meets the needs of entities today. While cities initially developed
867 MDS to help manage dockless scooters, the MDS framework maps the real world into the long-term
868 Digital Twin world.

869 The architecture of MDS rests on a service mesh of interoperable microservices using standardized
870 APIs and data models. The architecture supports several types of composition:

- 871 • Application APIs, which provide applications with access to the data and functionality
872 managed by MDS
- 873 • Managed service APIs, which mediate data interchange and workflows between MDS and
874 services that manage mobility and infrastructure
- 875 • Lateral service APIs, which allow MDS microservices to exchange data for delivery of
876 composite services and share common mechanisms such as mapping and policy engines.
- 877 • Platform services, which are used to ensure that all MDS microservices adhere to standards for
878 identity management, API security, and compliance.

879 The status of the real world is ingested through two groups of APIs: the Provider and Agency APIs.

- 880 • The Provider API is a set of data export APIs to facilitate the gathering of historical data from
881 providers.
- 882 • The Agency API is a set of bi-directional APIs that support ingesting status information from
883 providers and sending notifications back to the providers. In the long-term, Agency will evolve
884 into a framework for synchronizing physical systems with their Digital Twins.

885 The Digital Twin world must support transaction rates for 100,000's of vehicles operating
886 simultaneously. It will be capable of operating on historical data, for analytics and planning, and in
887 real time, when the physical systems and infrastructure require it. It must integrate into any public or
888 private cloud or data center, in a vendor-agnostic manner, based on an open, component-based
889 architecture so that each city can configure the services and policies to its needs.

890 For enhanced security, MDS supports Federated Identity Services, Role Based Access Control (RBAC),
891 and fine-grained authentication and authorization. The system is designed to be deployed in
892 configurations which will support both FISMA and FedRAMP compliance audits.

893 The design of the Application APIs encourages active development by many companies with rich
894 experience in transportation planning, parking, mapping, and traffic flow control. Extending these
895 APIs and introducing new interoperable service components to support new APIs will support new
896 applications, such as those required for autonomous vehicles and drones. The Digital Twin system
897 services will ensure that all APIs comply with consistent access control and privacy policies.

898 The key to establishing a universal, extensible framework for city Digital Twins is its availability as
899 Open Source code. The establishment of a non-profit foundation governed by cities, with a role for
900 technology vendors, will make the Digital Twin architecture available as reference software source
901 code. This will ensure that cities will shape the vision of a City Digital Twin made available to all.

902 An open community will develop Foundation reference software, including the APIs and rigorously
903 test them for interoperability and security. Cities and vendors may deploy the software from the
904 Foundation, or implement their own code, verifying interoperability through compliance tests the
905 Foundation develops. This will allow cities to run their own MDS Digital Twin systems, or contract
906 them out to Software-as-a-Service vendors.

907 **Summary**

908 To support the plethora of new digital transportation services, cities need a common set of
909 technology to allow them to continue to fulfill their multiple responsibilities, including: safety,
910 tackling congestion, reducing traffic deaths to zero, ensuring environmental sustainability, enabling
911 economic development, providing equitable transportation services and building a long term,
912 sustainable business model for city transportation services. The emerging technology of Digital Twins
913 is a solid paradigm for how cities will manage their transportation systems for the future.

914 Cities have a long history of addressing commercial vendors who use proprietary systems to limit
915 market competition. A vibrant, non-profit, open source community around MDS provides a sound,
916 scalable solution. In addition, the MDS Application APIs can enable a rich ecosystem of companies
917 offering thousands of solutions to transportation challenges. Within this community, privacy and
918 security must remain at the forefront of the MDS architecture and must continue to evolve over time
919 in ways that meet the needs of both cities and their citizens.

920 Cities will contribute the initial architecture and initial implementations of the MDS system to support
921 management of dockless scooters. Cities and entities that have a role in managing the public realm
922 will govern the non-profit organization supporting MDS assisted by technology members, so that the
923 evolution of MDS will support the needs of cities while taking advantage of innovative technology.

924

925

END

926

APPENDIX B

927

OPEN MOBILITY FOUNDATION

928

SERIES AGREEMENT

929

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

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

932

Short Name. Open Mobility Foundation

933

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

934

and shall be managed as follows:

935

- 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.

936

937

938

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

939

940

- 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.

941

942

943

- 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.

944

945

946

- 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.

947

948

- 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.

949

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954

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

955

956

- 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.

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APPENDIX C

964

OPEN MOBILITY FOUNDATION

965

DUES SCHEDULE (2019)

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967

968

OMF Classes of members and dues

970

971

- *Public Members* - no dues

972

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

973

974

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

975

Dues (annual fee)

977

978 Large Cap - \$250,000

979 Mid Cap - \$100,000

980 Small Cap - \$50,000

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APPENDIX D

**OPEN MOBILITY FOUNDATION
INITIAL WORKING GROUP CHARTERS**

D-0. Model Working Group Charter [Template]

[All initial working groups will be chartered after launch. Draft charters for proposed committees have been circulated, but will be subject to approval or revision by the newly established Board.]

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

995

996

OPEN MOBILITY FOUNDATION
[PROPOSED] WORKING GROUP CHARTER

997

998

999

[NAME] WORKING GROUP

1000

1001

1002 This Working Group Charter establishes the scope, licensing and initial participation terms for the
1003 Working Group (or “WG”) named above, and is subject to the requirements of the Bylaws of Open
1004 Mobility Foundation (“Foundation”). Parties participate in the Foundation’s activities. and are bound
1005 by the terms of this Charter, according to the terms of those Bylaws, their application for membership
1006 in the Foundation (if applicable) and their Contributor License Agreement(s). The Bylaws also contain
1007 rules for the administration, process and work products the Working Group. The Foundation Board of
1008 Directors must approve this Charter in order to launch a Working Group, and may choose to amend it,
1009 decline, or review it further. Proposers are encouraged to review the current Foundation
1010 Architectural Landscape Statement as to its plan of work and existing planned deliverables, before
1011 submitting a proposal.

1012

1013

1014 1. Full Name of WG: as stated above.

1015

1016 2. Short Name: _____ WG

1017 *(Please confine to 12 characters, will be used in tags and metadata)*

1018

1019 3. Scope of WG:

1020 *(This is a normative, binding statement.)*

1021 *(Please also see the supplemental purpose and deliverables information below.)*

1022

1023

1024 WG TEMPLATE

1025 4. Duration of WG: *(please circle one)*

1026 4a. Not limited

1027 4b. WG will close when its last deliverable listed below is completed (and any further approvals
1028 actions are completed).

1029 4c. WG will close on _____ *(date)* unless extended by the Board.

1030

1031 5. Size of WG: The maximum number of voting members of this Working Group shall be: *(please*
1032 *circle one)*

1033 5a. Not limited

1034 5b. No more than _____ *(number)*.

1035 Non-voting members are not permitted (other than liaisons as may be explicitly provided by the
1036 Board of Directors).

1037

1038 6. Members of WG: Each person participating in the Foundation who (a) has delivered to the
1039 Executive Director a written indication of their willingness to join the WG and receipt of a copy of this
1040 Charter, (b) meets any other restrictions listed above (such as qualifications and number of available
1041 seats) as determined by the Executive Director, and (c) has signed a properly completed Foundation
1042 Individual CLA.

1043 *(Please note that 'Members' of the Foundations are entities, not individuals)*

1044

1045 7. Initial Working Group Steering Committee:

1046 _____, representing Member _____

1047 _____, representing Member _____

1048 _____, representing Member _____

1049 _____, representing Member _____

1050 _____, representing Member _____

1051

1052 8. Constraint on Deliverables of the WG: *(please circle one)*

1053 8a. WG may only issue and approve the deliverables listed below, unless the Board amends this
1054 Charter to provide otherwise.

1055 8b. WG shall issue and seek to approve the deliverables listed below, but may issue and approve
1056 other deliverables so long as there are within the Scope stated above, and consistent with the other
1057 terms of this Charter and the Bylaws.

1058

1059 WG TEMPLATE

1060

1061 9. Anticipated WG Deliverables: *(please list)*

1062 *(List may be normative; see question 8 above.)*

1063 *(If initial Contributions are anticipated as starting drafts for the WG's work on a deliverable, it is*
1064 *recommended but not required that they also be noted below, with URLs if publicly available.)*

1065

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1075 10. Additional Non-Normative Statement of Committee Purpose *(optional)*

1076

1077

1078

1079 WG TEMPLATE

1080

1081 11. Anticipated initial WG repositories to conduct work, and initial maintainers:

1082 *(Please also note licensing terms, below. Contributors to the WG must execute and deliver*

1083 *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)

1084

1085

1086

1087

1088 12. Licensing model for the WG:

1089 Each repository shall be subject to contributions made under Foundation CLAs that apply the Apache
1090 License v 2.0, unless a different license is proposed in the chart above, and approved when this
1091 Charter is approved (or amended). Note that separate non-executable documentation repositories
1092 usually will be approved if licensed under the Creative Commons CC-BY v4.0 License.

1093 Each deliverable of any kind issued or approved by the WG or published by the Foundation must
1094 conform to a template provided by the Foundation, which includes a clear and conspicuous statement
1095 of its licensure and that it is provided on an "AS IS" basis, with a disclaimer of warranties on behalf of
1096 the Foundation, its Members and participants, and the Host LLC.

1097

1098 13. Alternative Arrangements for Progression of Deliverables *(optional: see Bylaws section 5.)*

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APPENDIX E

**OPEN MOBILITY FOUNDATION
INITIAL FOUNDATION COMMITTEE CHARTERS**

- E-0. Model Committee Charter [Template]
- E-1. Foundation Advisory Committee
- E-2. Public Trust and Transparency Committee

[Two initial committees are established here, with more to follow after launch. Draft charters for additional proposed committees have been circulated, but will be subject to approval or revision by the newly established Board.]

1117 **E-0. Template for Committee Charter**

1118

1119

OPEN MOBILITY FOUNDATION
[PROPOSED] COMMITTEE CHARTER

1121

[NAME] COMMITTEE

1123

1124

1125 This Committee Charter establishes the scope, licensing and initial participation terms for the
1126 Committee named above, and is subject to the requirements of the Bylaws of the Open Mobility
1127 Foundation (“Foundation”). Parties participate in the Foundation’s activities, and are bound by the
1128 terms of this Charter, according to the terms of those Bylaws, their application for membership in the
1129 Foundation (if applicable) and their Contributor License Agreement(s). The Bylaws also contain rules
1130 for the administration, process and work products of the Committee. The Foundation Board of
1131 Directors must approve this Charter in order to launch a Committee, and may choose to amend it,
1132 decline, or review it further. Proposers are encouraged to review the existing structure of Policy
1133 Committees and other bodies currently established by the Foundation before submitting a proposal.

1134

1135

1136 1. Full Name of Committee: as stated above.

1137

1138 2. Short Name: _____ COMM

1139 *(Please confine to 12 characters, will be used in tags and metadata)*

1140

1141 3. Scope of Committee:

1142 *(This is a normative, binding statement.)*

1143 *(Please also see the supplemental purpose and deliverables information below.)*

1144

1145

1146 COMM TEMPLATE

1147 4. Duration of Committee: *(please circle one)*

1148 4a. Not limited

1149 4b. Committee will close when its last deliverable listed below is completed (and any further
1150 approvals actions are completed).

1151 4c. Committee will close on _____ *(date)* unless extended by the Board.

1152

1153 5. Size of Committee: The maximum number of voting members of this Committee shall be: *(please*
1154 *circle one)*

1155 5a. Not limited

1156 5b. No more than _____ *(number)*.

1157 Additional non-voting members of the Committee are: *(please circle one)*

1158 5c. Permitted and not limited

1159 5d. Permitted but only up to _____ non-voting members *(number)*

1160 5e. Not permitted (other than liaisons as may be explicitly provided by the Board of Directors).

1161

1162 5f. The following additional restrictions (if any) are a requirement of Committee membership:

1163

1164

1165

1166

1167

1168 6. Members of Committee: Each person participating in the Foundation who (a) has delivered to
1169 the Executive Director a written indication of their willingness to join the Committee and receipt of a
1170 copy of this Charter, (b) meets any other restrictions listed above (such as qualifications and number
1171 of available seats) as determined by the Executive Director, and (c) has signed a properly completed
1172 Foundation Individual CLA.

1173

1174 7. Initial Committee Chairs: *(there may one or two)*

1175 _____, representing Member _____

1176 _____, representing Member _____

1177

1178

1179 COMM TEMPLATE

1180 8. Constraint on Deliverables of the Committee: *(please circle one)*

1181 8a. Committee may only issue and approve the deliverables listed below, unless the Board
1182 amends this Charter to provide otherwise.

1183 8b. Committee shall issue and seek to approve the deliverables listed below, but may issue and
1184 approve other deliverables so long as there are within the Scope stated above, and consistent with
1185 the other terms of this Charter and the Bylaws.

1186

1187 9. Anticipated Committee Deliverables: *(please list)*

1188 *(List may be normative; see question 8 above.)*

1189 *(If initial Contributions are anticipated as starting drafts for the Committee's work on a deliverable, it*
1190 *is recommended but not required that they also be noted below, with URLs if publicly available.)*

1191

1192

1193

1194

1195

1196

1197

1198 10. Additional Non-Normative Statement of Committee Purpose (optional)

1199 COMM TEMPLATE

1200

1201 11. Anticipated initial Committee repositories to conduct work, and initial maintainers:

1202 *(Please also note licensing terms, below. Contributors to the Committee must execute and deliver*
1203 *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)

1204

1205

1206

1207

1208 12. Licensing model for the Committee:

1209 Each repository shall be subject to contributions made under Foundation CLAs that apply the Creative
1210 Commons CC-BY v4.0 License, unless a different license is proposed in the chart above, and approved
1211 when this Charter is approved (or amended). Note that patentable materials are out of scope for
1212 Foundation Committees.

1213 Each deliverable of any kind issued or approved by the Committee or published by the Foundation
1214 must conform to a template provided by the Foundation, which includes a clear and conspicuous
1215 statement of its licensure and that it is provided on an "AS IS" basis, with a disclaimer of warranties on
1216 behalf of the Foundation, its Members and participants, and the Host LLC.

1217

1218

1219 **E-1. Foundation Advisory Committee**

1220

1221 OPEN MOBILITY FOUNDATION

1222 COMMITTEE CHARTER

1223

1224 FOUNDATION ADVISORY COMMITTEE

1225 [Approved with Bylaws at Foundation launch]

1226

1227 This Committee Charter establishes the scope, licensing and initial participation terms for the
1228 Committee (named above, and is subject to the requirements of the Bylaws of the Open Mobility
1229 Foundation (“Foundation”). Parties participate in the Foundation’s activities, and are bound by the
1230 terms of this Charter, according to the terms of those Bylaws, their application for membership in the
1231 Foundation (if applicable) and their Contributor License Agreement(s). The Bylaws also contain rules
1232 for the administration, process and work products the Committee.

1233

1234 **This Charter shall be effective as of the first date on which the Board invites a non-profit charitable,
1235 governmental or NGO organization to join the Committee. The Committee shall be established at
1236 that time with the initial members identified in Paragraph 6.**

1237

1238 1. Full Name of Committee: as stated above.

1239

1240 2. Short Name: ADVISORYCOMM

1241 *(Please confine to 12 characters, will be used in tags and metadata)*

1242

1243 3. Scope of Committee:

1244 *(This is a normative, binding statement.)*

1245 *(Please also see the supplemental purpose and deliverables information below.)*

1246

1247 The Foundation Advisory Committee provides a forum in which the Foundation and its
1248 members can discuss and coordinate Foundation plans and activities with representatives of
1249 non-profit charitable, governmental and NGO organizations, who in some cases may not
1250 qualify for membership in the Foundation, but are identified by the Board of Directors as key
1251 stakeholders in the work of the Foundation. The Board of Directors may invite an external
1252 organization to join at any time, and will instruct the Executive Director to maintain a public
1253 list of members together with a private list of member contact information. The Foundation
1254 Advisory Committee will focus on review and coordination, and providing advice to the Board
1255 of Directors on the prioritization of projects that may be enabled by funded or in-kind
1256 donations other than membership fees. The Committee is not expected to generate any Draft
1257 Deliverables or Foundation Deliverables. Members of the Foundation Advisory Committee
1258 who intend to contribute to other work of the Foundation may do so by identifying a
1259 representative to serve as a Contributor and participate in other relevant Committees or
1260 Working Groups, as provided below.

1261

1262 ADVISORYCOMM

1263 4. Duration of Committee: *(please circle one)*

1264 4a. Not limited

1265 4b. Committee will close when its last deliverable listed below is completed (and any further
1266 approvals actions are completed).

1267 4c. Committee will close on _____ *(date)* unless extended by the Board.

1268

1269 5. Size of Committee: The maximum number of voting members of this Committee shall be: *(please*
1270 *circle one)*

1271 5a. Not limited (except as noted in 5f below)

1272 5b. No more than _____ *(number)*. The Board may change the size of the Committee.

1273 Additional non-voting members of the Committee are: *(please circle one)*

1274 5c. Permitted and not limited

1275 5d. Permitted but only up to _____ non-voting members *(number)*

1276 5e. Not permitted (other than may be explicitly provided by the Board of Directors).

1277

1278 5f. The following additional restrictions (if any) are a requirement of Committee membership:

1279

1280 The membership of the Committee is limited to:

- 1281
- 1282 • One member of the Foundation Board of Directors, chosen by the Board.
 - 1283 • The Foundation Executive Director or their delegate.
 - 1284 • One representative of each non-profit charitable, governmental and NGO organization that
1285 has been invited to join the Committee by the Board of Directors, and has accepted the
1286 invitation.

1287 The Board of Directors may adopt resolutions inviting any organization which has a representative
1288 appointed to the Foundation Advisory Committee to participate on any specific Foundation
1289 Committee or Working Group Steering Committee as well, by appointing a non-voting advisor to that
1290 panel. However, any Contributions by those advisors or participations in the relevant repositories
1291 would require that they agree to a valid Individual CLA.

1292

1293 ADVISORYCOMM

1294 6. Members of Committee: Each person listed below, and any who subsequently may be explicitly
1295 added by the Board of Directors by amending this Charter, who has delivered to the Executive
1296 Director a written indication of their willingness to join the Committee and receipt of a copy of this
1297 Charter and the Bylaws.

1298
1299 The initial Members of the Committee shall be:

- 1300 • The chair of the Foundation Board of Directors
- 1301 • The Executive Director of the Foundation
- 1302 • _____[, representing _____] *[to be completed by Board resolution]*
- 1303 •

1304 7. Initial Committee Chair: _____, representing _____
1305 *[to be appointed by Board resolution]*

1306 The Committee Chair is appointed by the Board of Directors, and need not be an employee or
1307 Appointed Representative of a Foundation Member.

1308

1309 8. Constraint on Deliverables of the Committee: *(please circle one)*

1310 [] 8a. Committee may only issue and approve the deliverables listed below, unless the Board
1311 amends this Charter to provide otherwise.

1312 8b. Committee shall issue and seek to approve the deliverables listed below, but may issue and
1313 approve other deliverables so long as there are within the Scope stated above, and consistent with
1314 the other terms of this Charter and the Bylaws.

1315

1316 9. Anticipated Committee Deliverables: *(please list)*

1317 None. This Committee will not maintain repositories nor create licensed Deliverables.

1318 10. Additional Non-Normative Statement of Committee Purpose (optional)

1319 None.

1320 11. Anticipated initial Committee repositories to conduct work, and initial maintainers:

1321 None.

1322 12. Licensing model for the Committee:

1323 None. See item 9.

1324

1325 **E-2. Public Trust and Transparency Committee**

1326

1327

1328

1329

1330

1331

1332 This Committee Charter establishes the scope, licensing and initial participation terms for the
1333 Committee, subject to the requirements of the Bylaws of the Open Mobility Foundation
1334 (“Foundation”). Parties participate in the Foundation’s activities, and are bound by the terms of this
1335 Charter, according to the terms of those Bylaws, their application for membership in the Foundation
1336 (if applicable) and their Contributor License Agreement(s). The Bylaws also contain rules for the
1337 administration, process and work products the Committee.

1338

1339 **This Charter shall be effective immediately after the conclusion of the first meeting of the**
1340 **Foundation Board of Directors. The Committee shall be established at that time, with such initial**
1341 **members as are provided in Paragraph 6, and repository information and maintainers as provided**
1342 **in Paragraph 11, as the Board may designate by resolution.**

1343

1344 1. Full Name of Committee: as stated above.

1345

1346 2. Short Name: TRUSTCOMM

1347 *(Please confine to 12 characters, will be used in tags and metadata)*

1348

1349 3. Scope of Committee:

1350 *(This is a normative, binding statement.)*

1351 *(Please also see the supplemental purpose and deliverables information below.)*

1352

1353 The Public Trust and Transparency Committee will review and develop policy FOR
1354 APPROPRIATE TRANSPARENCY AND DATA PROTECTION MEASURES SUCH AS PRIVACY, DATA
1355 RETENTION AND ANONYMIZATION FEATURES, as well as TECHNICAL SECURITY practices
1356 related to urban mobility data including but not limited to ENCRYPTION, ROLE-BASED ACCESS
1357 CONTROL, AND PENETRATION TESTING. These policies shall support responsible and
1358 trustworthy data management practices that serve individual privacy, security, transparency
1359 and safety.

1360

1361 4. Duration of Committee: *(please circle one)*

1362 4a. Not limited

1363 4b. Committee will close when its last deliverable listed below is completed (and any further
1364 approvals actions are completed).

1365 4c. Committee will close on _____ *(date)* unless extended by the Board.

1366

1367 TRUSTCOMM

1368 5. Size of Committee: The maximum number of voting members of this Committee shall be: *(please*
1369 *circle one)*

1370 5a. Not limited

1371 5b. No more than _____ *(number must be set by initial Board resolution)*. The Board may
1372 change the size of the Committee.

1373 Additional non-voting members of the Committee are: *(please circle one)*

1374 5c. Permitted and not limited

1375 5d. Permitted but only up to _____ non-voting members *(number)*

1376 5e. Not permitted (other than liaisons as may be explicitly provided by the Board of Directors).

1377

1378 5f. The following additional restrictions (if any) are a requirement of Committee membership:

1379 The size of the voting membership of the Committee is limited, and the Board of Directors may select
1380 from among qualified applicants if there are more applicants for voting membership than seats
1381 available.

1382

1383 6. Members of Committee: Each person participating in the Foundation who (a) has executed and
1384 returned to the Executive Director a written indication of their willingness to join the Committee and
1385 receipt of a copy of this Charter, (b) meets any other restrictions listed above (such as qualifications
1386 and number of available seats) as determined by the Executive Director, and (c) has signed a properly
1387 completed Foundation Individual CLA.

1388

1389 7. Initial Committee Chairs: *(there may be one or two)* The Executive Director.

1390

1391

1392 Committee Chairs are appointed by the Board of Directors, and need not be employees or Appointed
1393 Representatives of Foundation Members.

1394

1395 8. Constraint on Deliverables of the Committee: *(please circle one)*

1396 8a. Committee may only issue and approve the deliverables listed below, unless the Board
1397 amends this Charter to provide otherwise.

1398 8b. Committee shall issue and seek to approve the deliverables listed below, but may issue and
1399 approve other deliverables so long as there are within the Scope stated above, and consistent with
1400 the other terms of this Charter and the Bylaws.

1401

1402 TRUSTCOMM

1403

1404 9. Anticipated Committee Deliverables: *(please list)*

1405 *(List may be normative; see question 8 above.)*

1406 *(If initial Contributions are anticipated as starting drafts for the Committee's work on a deliverable, it*
1407 *is recommended but not required that they also be noted below, with URLs if publicly available.)*

1408

1409 1. Review and assess the relevance of relevant data security practices for compliance with
1410 current and expected legal and regulatory requirements for urban mobility data, both at rest
1411 (as stored) and in transit (in messaging).

1412 2. Review and assess the relevance of relevant data privacy practices for compliance with
1413 current and expected legal and regulatory requirements for urban mobility data.

1414 3. Review and develop policies for data retention, data minimization and anonymization, and
1415 role-based access control for urban mobility data, regarding consumer data, data generated
1416 from public devices and sources, data generated from mobility provider devices, and
1417 aggregated data. as well as operational practices related to urban mobility data privacy and
1418 security, including penetration testing and audit.

1419 4. Review and develop policies and best practices (including operational practices) for data
1420 retention, data minimization and anonymization, and role-based access control for urban
1421 mobility data, regarding consumer data, data generated from public devices and sources, data
1422 generated from mobility provider devices, and aggregated data.

1423 5. Review and develop policies and best practices (including operational practices) for urban
1424 mobility data security, including penetration testing and audit.

1425 6. Propose Foundation deliverables and other projects to assist cities in implementing the
1426 foregoing data security and privacy policies and practices, and provide comment as needed to
1427 the Foundation Architecture's assumptions and elements that describe or affect data security
1428 or privacy issues.

1429

1430 10. Additional Non-Normative Statement of Committee Purpose (optional)

1431

1432

1433 TRUSTCOMM

1434

1435 11. Anticipated initial Committee repositories to conduct work, and initial maintainers:
1436 *(Please also note licensing terms, below. Contributors to the Committee must execute and deliver*
1437 *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)
<i>[to be completed by Board resolution]</i>			

1438

1439 12. Licensing model for the Committee:

1440 Each repository shall be subject to contributions made under Foundation CLAs that apply the Creative
1441 Commons CC-BY v4.0 License, unless a different license is proposed in the chart above and approved
1442 when this Charter is approved (or amended). Note that patentable materials are out of scope for
1443 Foundation Committees.

1444 Each deliverable of any kind issued or approved by the Committee or published by the Foundation
1445 must conform to a template provided by the Foundation, which includes a clear and conspicuous
1446 statement of its licensure and that it is provided on an "AS IS" basis, with a disclaimer of warranties on
1447 behalf of the Foundation, its Members and participants, and the Host LLC.

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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

1495 access to contribute to its repositories, but that withdrawal will not terminate your license already
1496 granted for any Contributions made while you still have that access.

1497

1498 **Nonassertion Covenant**

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1500 You also promise that you will not assert any royalty claims nor patent claims licensable by you that
1501 are necessarily infringed by an implementation of an approved Foundation Deliverable, against the
1502 Foundation or any user of that work, for any compliant implementation of that work.

1503

1504 Your promise to do so is irrevocable, but (a) will no longer apply to new Foundation Deliverables
1505 approved after you resign as a Contributor or depart from the Foundation; and (b) you may suspend
1506 or revoke that promise to any person who alleges in writing or files a suit asserting that your
1507 Contribution, or the work to which you have contributed, constitutes direct or contributory patent
1508 infringement.

1509

1510 **Additional Terms**

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1512 You represent that you have all of the legal rights necessary to license each of your Contributions
1513 under the terms of the Applicable License, and to make the promises stated in this CLA. If any part of
1514 your Contribution incorporates the original work of another party, or if you are employed by or
1515 contributing your work-for-hire supplied to another party, by signing this CLA you also confirm to us
1516 that you have received any necessary permissions from that party to submit your Contributions and
1517 grant these licenses and promises.

1518

1519 Most Foundation repositories are public, and most Foundation work is intended to create publicly-
1520 available materials. By signing, you agree that a record of your Contributions, including your
1521 identifying name and GitHub handle, may be permanently maintained and freely redistributed.

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1524 [end]

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1526 **[Appendix F, continued]**

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OPEN MOBILITY FOUNDATION

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Individual CLA INSTRUCTIONS

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

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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.

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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.

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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.

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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.

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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.

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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:

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* 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.

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** 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.

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† 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.

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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.

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

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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

1618 repositories and the works created from them are governed by the Foundation Bylaws, which may
1619 also affect the application of this eCLA.

1620

1621 You agree to license all of your rights in each of your Contributions, under the terms of the specific
1622 "Applicable License" designated in the LICENSE.MD file in the repository into which it is submitted (at
1623 the time you sign this form), for the benefit of both the Foundation and all later parties who that
1624 Applicable License benefits. The licenses granted there and in this eCLA by you are perpetual,
1625 worldwide, non-exclusive and irrevocable, and include copyright permission to the Foundation to
1626 publish your contributions without royalties, and permit others to do so, including in the ways
1627 described in the Foundation Bylaws. You may withdraw in the future from this CLA, and end your
1628 access to contribute to its repositories, but that withdrawal will not terminate your license already
1629 granted for any Contributions made by your representatives while you still have that access.

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1631 **Nonassertion Covenant**

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1633 You also promise that you will not assert any royalty claims nor patent claims licensable by you that
1634 are necessarily infringed by an implementation of an approved Foundation Deliverable, against the
1635 Foundation or any user of that work, for any compliant implementation of that work.

1636

1637 Your promise to do so is irrevocable, but (a) will no longer apply to new Foundation Deliverables
1638 approved after you resign or are terminated as a Member (or, if you signed this eCLA but are not a
1639 Member, after you notify the Foundation in writing that this eCLA is terminated); and (b) you may
1640 suspend or revoke that promise to any person who alleges in writing or files a suit asserting that your
1641 Contribution, or the work to which you have contributed, constitutes direct or contributory patent
1642 infringement.

1643

1644 **Additional Terms**

1645

1646 By signing this eCLA, you represent that:

- 1647 • You have all of the legal rights necessary to license each of the Contributions made by your
1648 representatives under the terms of the Applicable License, and to make the promises stated in
1649 this eCLA.
- 1650 • You have included in this eCLA (or will add) as listed representatives all contributors who are
1651 making Contributions of your work as your representatives.
- 1652 • If any part of those Contributions incorporates the original work of another party, whether or
1653 not affiliated with you, you also confirm to us that you have received any necessary
1654 permissions from that party to submit your Contributions and grant these licenses and
1655 promises.

1656

1657 Most Foundation repositories are public, and most Foundation work is intended to create publicly-
1658 available materials. By signing, you agree that a record of the Contributions made by your
1659 representatives, including the identification of you as a contributing entity, may be permanently
1660 maintained and freely redistributed.

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[end]

1663 [Appendix G, continued]

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OPEN MOBILITY FOUNDATION Entity CLA INSTRUCTIONS

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

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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.

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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.

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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:

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

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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.

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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.

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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:

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- * 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.

1711 You may submit a CLA by clicking the "Accept" button on the form. You should then receive an email message
1712 from _____@_____.org with the subject line "Open Mobility Foundation Confirmation". Please reply
1713 to that email message, to confirm that the information submitted in the CLA form is correct, and that you
1714 submitted the CLA. Questions may also be submitted directly to Foundation staff at any time: send general
1715 questions to _____@_____.org and CLA-related questions to _____@_____.org.

1716 We look forward to your participation and contributions to better urban mobility practices!

1717

APPENDIX H

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OPEN MOBILITY FOUNDATION

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ANTITRUST GUIDELINES

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

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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.

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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.

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1742 **APPENDIX I**

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1744 **OPEN MOBILITY FOUNDATION**
1745 **CODE OF CONDUCT**

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1748 **Introduction**

1749 The Open Mobility Foundation (OMF) community is made up of professionals and volunteers from all
1750 over the world committed to the Foundation's mission of promoting and developing open source
1751 projects, standards activities, and related software and technology programs to address the
1752 challenges associated with urban mobility and transportation in the 21st century.

1753 Because we are a global community of public and private collaborators and believe that our civility
1754 and diversity is our strength, we have adopted the following code of conduct to promote and ensure
1755 an open, fair, welcoming, inclusive, and professional environment. This code of conduct applies
1756 equally to all participants, including board members, council, working group and committee
1757 members, project team leads, core contributors, mentors, user group leaders and participants, and
1758 those seeking help and guidance.

1759 The OMF Code of Conduct also applies to all resources managed or authorized by the Foundation,
1760 including Wiki or Git channels, the mailing lists, issue trackers, OMF-sponsored events and projects. In
1761 some cases, violations of this code outside of the Foundation's scope may affect a person's ability to
1762 participate in our community.

1763 Please note that the Foundation also has established a Conflict-of-Interest Policy, Whistleblower
1764 Policy and Antitrust Guidelines in its Bylaws, that also apply to Foundation participation and some
1765 types of interactions and behavior,

1766 \We ask that you take this code in the spirit in which it is meant. OMF expects all members of the
1767 community to work together in an appropriate, a respectful, professional way to achieve the best
1768 possible outcomes for the stakeholders we seek to serve: the people who live, work, and play in our
1769 cities. If you believe someone is violating our Code of Conduct, please see our Reporting Guidelines
1770 below.

1771 **Our Expectations:**

1772 The Foundation expects all members of the community to:

1773 • *Collaborate openly* – Collaboration is central to the success of the Foundation. If we don't work
1774 well together, we fail to achieve our mission, which includes the creation of widely usable and widely-
1775 understood practices and data structures that can be embraced and implemented by many different
1776 communities. If we don't work openly together, we risk losing the trust of our colleagues and those
1777 who will benefit from our efforts. Work transparently; involve other stakeholders; do not create
1778 private forms of communication that take away transparency or exclude other contributors and
1779 collaborators. The Foundation's Bylaws require that all meetings (with some limited exceptions)
1780 must be conducted openly, and that records of all actions be made available to all members. That
1781 openness rule requires that meetings be properly called and scheduled in advance; and conducted so
1782 as to permit the presence of as many participants as is logistically feasible. However, presiding
1783 officers are permitted to take the steps described in this Code to maintain orderly meetings, and may

1784 limit the right to speak at a panel's meeting to members of the panel in question; and meetings are
1785 not obligated to accommodate all visitors beyond reasonable feasibility limits. Nonmember and
1786 public comment facilities will be maintained through the Foundation's repository system.

1787 • *Be welcoming* – We strive to be a community that welcomes and supports people of all
1788 backgrounds and identities. This includes, but is not limited to, members of any race, ethnicity,
1789 culture, national origin, color, immigration status, social and economic class, educational level, sex,
1790 sexual orientation, gender identity and expression, age, size, family status, political belief, religion and
1791 mental and physical ability.

1792 • *Be considerate* – Our work will be used by other people, and we in turn will depend on the work
1793 of others. Any decision we take will affect users and colleagues, and we should take those
1794 consequences into account when making decisions. Recognize that you don't have all the answers.

1795 • *Be respectful* – Not all of us will agree all the time, but disagreement is no excuse for poor
1796 behavior and poor manners. We might all experience some frustration now and then, but we cannot
1797 allow that frustration to turn into a personal attack. It's important to remember that a community
1798 where people feel uncomfortable or threatened is not a productive one. Members of the community
1799 should be respectful when dealing with other contributors as well as with people outside of the
1800 community and with users of the projects managed by the Foundation.

1801 • *Address disagreements honestly and respectfully* - Disagreements happen all the time. They are
1802 critical to robust dialog and innovation. Disagreement is a sign that an issue matters. The key is to
1803 disagree and discuss differing views constructively. Foundation participants should develop and test
1804 ideas impartially, without finding fault with the colleague proposing the idea. We dispute ideas by
1805 using reasoned argument, rather than through intimidation or ad hominem attack. Focus on helping
1806 to resolve issues and learning from mistakes.

1807 **We take the following very seriously:**

1808 We take the following very seriously, and any violations may impact your ability to participate in The
1809 Foundation community.

1810 *Respect the election, voting and consensus process.* Members of the OMF community should respect
1811 that elections and votes are some of the mechanisms designed to enable the community to reach
1812 consensus, make decisions, and make progress on our common mission. Open respectful debate is
1813 welcome and accepted. Thwarting the ability of others to express their votes, ballot stuffing, or other
1814 deceptive practices or rule abuse are not.

1815 *Be careful with your words and actions.* We are a community of professionals, and we conduct
1816 ourselves professionally. Do not insult or put down other participants. Harassment and other
1817 exclusionary behavior is not acceptable and should be reported. This includes but is not limited to:

1818 • Violent threats or language directed against another person.

1819 • Discriminatory jokes and language.

1820 • Posting sexually suggestive, explicit or violent material.

1821 • Posting (or threatening to post) other people's personally identifying information ("doxing").

1822 • Personal insults, especially those using racist or sexist terms.

- 1823 • Unwelcome sexual attention.
- 1824 • Advocating for, or encouraging, any of the above behavior.
- 1825 • Repeated harassment of others. In general, if someone asks you to stop, then stop.

1826 Do not abuse the OMF rules and processes. The rules and processes of OMF are designed to enable
1827 cities, urban mobility experts, software developers, and others work effectively together to achieve

1828 **Presiding over meetings**

1829 Each committee, working group and other panel within the Foundation has one or more presiding
1830 chairs or similar officials, who are responsible for running its meetings, and moderating its live and
1831 online discussions. Those presiding officials are empowered to suspend or postpone discussions and
1832 debates when this Code is violated, and to exclude participants who violate this Code, if necessary to
1833 maintain the orderly, respectful progress of the Foundation’s business, but all subject to the right of
1834 any party to appeal those decisions as provided below.

1835 **Process to file complaint**

1836 If you believe that this Code of Conduct is being violated, or you are being harassed, or you believe
1837 that you have been wrongly accused of violating the Code of Conduct or have any other concerns,
1838 (a) please contact the Foundation’s Executive Director, unless (b) the Executive Director’s actions are
1839 the basis for the wrongful conduct, in which case, please contact the posted Point of Contact for the
1840 Managers of the OASIS Open Development Foundation, LLC (the Host LLC).

1841 Be prepared to provide as much of the following information as possible in writing to that party
1842 receiving the report (the Responding Party): identifying the person or group you believe is violating or
1843 misusing the Code of Conduct, the nature and date(s) of the violation, other people involved, and
1844 whether or not you prefer your complaint to be kept anonymous.

1845 The Responding Party will be responsible for notifying the alleged offender of the complaint,
1846 investigating the complaint, determining the violation, if any, determining the appropriate penalty or
1847 corrective action, if any, and communicating the resolution to the parties involved. The Responding
1848 Party may, if appropriate, share the report or appropriate portions of it with the Foundation Board of
1849 Directors and/or the Host LLC Managers.

1850 Penalties or corrective actions may include:

- 1851 • Directing the offender to cease the behavior and warning that any further violations will result in
1852 sanctions
- 1853 • Banning or suspending the offender from Wiki or Git channels or mailing lists or other
1854 communications channels controlled by the Foundation
- 1855 • Ending any or all volunteer responsibilities or privileges that the offender holds from the
1856 Foundation (either indefinitely or for a certain time period)
- 1857 • Banning the offender from Foundation projects or sponsored events (either indefinitely or for a
1858 certain time period)
- 1859 • Removing the offender from membership or participation in the Foundation

1860 • Reversing decisions or approvals made by, influenced by, or led by the offender if such are
1861 deemed to be attributable to the wrongful behavior.

1862

1863 The Foundation gratefully acknowledges the OpenStack Foundation, the IETF, the JS Foundation, the
1864 Apache Software Foundation, the Contributor Covenant, and OASIS Open Projects, from whose codes
1865 of conduct many of these processes and procedures are drawn.

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1867 **APPENDIX J**

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1869 **OPEN MOBILITY FOUNDATION**
1870 **CONFLICT OF INTEREST POLICY**

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1873 **Article I Purpose**

1874 The purpose of this conflict of interest policy is to protect the interests of the Foundation and the
1875 Host LLC when the Foundation contemplates entering into actions or arrangements that might benefit
1876 the private interest of an officer or director of the Foundation or might result in a possible excess
1877 benefit transaction. This policy supplements but does not replace any applicable state and federal
1878 laws governing conflicts of interest.

1879 **Article II Definitions**

1880 *Interested Person.* Any Board member, Foundation officer, or person exercising delegated authority
1881 as described in Article III, who has a direct or indirect Financial Interest, as defined below, is an
1882 Interested Person for purposes of this policy.

1883 *Financial Interest.* A person has a Financial Interest with respect to a proposed transaction,
1884 arrangement or appeal, if the person has, directly or indirectly, through business, employment,
1885 investment, or family:

- 1886
- 1887 • An ownership or investment interest in any entity with which the Foundation has or proposes
to have a transaction or arrangement or adjudicates an appeal,
 - 1888 • A compensation arrangement with the Foundation or with any entity or individual with which
1889 the Foundation has or proposes to have a transaction or arrangement or adjudicates an
1890 appeal, or
 - 1891 • A likely potential ownership or investment interest in, or compensation arrangement with, any
1892 entity or individual with which the Foundation has or proposes to have a transaction or
1893 arrangement or adjudicates an appeal.

1894 *Compensation* includes direct and indirect remuneration as well as gifts or favors that are not
1895 insubstantial. A Financial Interest is not necessarily a Conflict of Interest. Article III of this Policy
1896 provides a description of how the Board determines whether a Conflict of Interest exists.

1897 **Article III Procedures**

1898 *Duty to Disclose.* Members of the Board and Foundation officers must disclose to the Board and the
1899 Host LLC the existence of a Financial Interest and all material facts that may give rise to an actual or
1900 possible Conflict of Interest, when the Board considers the proposed transaction, arrangement or
1901 appeal.

1902 *Determining Whether a Conflict of Interest Exists.* When a Board member or Foundation officer's
1903 actual or possible Conflict of Interest has been brought to the attention of the Board and the Host LLC,
1904 that person shall have an opportunity to discuss the matter with the Board. Immediately afterwards,
1905 if the affected member or officer does not agree that an actual or possible Conflict of Interest exists,

1906 then that person shall leave the Board meeting while the determination of a Conflict of Interest is
1907 discussed and voted upon. The remaining Board members shall decide if a Conflict of Interest exists,
1908 before the Board takes action on the proposed transaction, arrangement or appeal.

1909 *Procedures for Addressing the Conflict of Interest.* Once a determination has been made that a
1910 Conflict of Interest exists, the Interested Person may make a presentation at the Board meeting on
1911 the matter in question, but after the presentation, he or she shall leave the meeting during the
1912 discussion of, and the vote on, the relevant transaction, arrangement or appeal. If the Board deems it
1913 appropriate, the chairperson of the Board shall appoint a disinterested person or committee to
1914 investigate alternatives to a relevant proposed transaction or arrangement:

1915 After exercising due diligence and receiving the report of that person or committee, the Board shall
1916 determine whether the Foundation can obtain with reasonable efforts a more advantageous
1917 transaction or arrangement with a person or entity that would not give rise to a Conflict of Interest.

1918 If a more advantageous transaction or arrangement is not reasonably possible under circumstances
1919 that do not produce a Conflict of Interest, the Board shall determine by a majority vote of the
1920 disinterested Board members whether the transaction or arrangement is in the best interest of the
1921 Foundation, for its own benefit, and whether it is fair and reasonable, which findings shall (subject to
1922 the provisions of the Host LLC Operating Rules) govern its decision whether to enter into the
1923 transaction or arrangement.

1924 *Violations of the Conflicts of Interest Policy.* If the Board has reasonable cause to believe a Board
1925 member or Foundation officer has failed to disclose an actual or possible Conflict of Interest, it shall
1926 inform the person of the basis for such belief and afford her or him an opportunity to explain the
1927 alleged failure to disclose. If, after hearing the person's response and after making further
1928 investigation as warranted by the circumstances, the Board determines that the person has failed to
1929 disclose an actual or possible Conflict of Interest, it shall notify the Host LLC and take appropriate
1930 disciplinary and corrective action.

1931 *Committees and Persons Exercising Delegated Authority.* The procedures and requirements of this
1932 Policy applicable to the actions, meetings and members of the Board of Directors, and Foundation
1933 officers, also shall apply to any committee exercising delegated power of the Board of Directors, and
1934 any person exercising the delegated power of a Foundation officer, respectively.

1935 **Article IV Records of Proceedings**

1936 The minutes of the Board shall contain:

- 1937 • The names of the persons who disclosed or otherwise were found to have a Financial Interest
1938 in connection with an actual or possible Conflict of Interest, the nature of the Financial
1939 Interest, actions taken to determine whether a Conflict of Interest was present, and the
1940 Board's decision as to whether a Conflict of Interest in fact existed.
- 1941 • The names of the persons who were present for discussions and votes relating to the relevant
1942 transaction, arrangement or appeal, any alternatives discussed, and a record of the individual
1943 votes cast in connection with the Conflict of Interest proceedings.

1944 **Article V Compensation**

1945 A Board member or Foundation officer who receives compensation, directly or indirectly, from the
1946 Foundation for services may not vote on matters pertaining to that person's compensation, but is not
1947 prohibited from providing information to the Board, or any of its committees, regarding
1948 compensation.

1949 **Article VI Annual Statements**

1950 Each Board member and Foundation officer shall sign a statement annually which affirms that such
1951 person has received a copy of this Policy, has read and understands this Policy, and understands that
1952 the Foundation and the Host LLC maintain not-for-profit and tax-exempt status, and must engage
1953 primarily in activities which accomplish their permitted exempt purposes.

1954 **Article VII Periodic Reviews**

1955 To ensure that the Foundation operates in a manner consistent with its non-profit purposes and its
1956 status as an organization exempt from federal income tax, the Board shall authorize and oversee
1957 periodic reviews on at least an annual basis of the administration and continuing suitability of, this
1958 Conflict of Interest Policy in consultation with the Host LLC.

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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.

1997 In the event that an individual's concern rises to the level that he/she reasonably believes that notice
1998 to the Executive Director will be disregarded or otherwise not fairly considered, the individual may
1999 then report violations or suspected violations to the posted Point of Contact for the Managers of the
2000 Host LLC.

2001 *Timing* – The earlier a concern is expressed, the easier it is to take action.

2002 *Evidence* – Although a complainant is not expected to prove the truth of an allegation, he or she
2003 should be able to demonstrate that he or she has made a report in good faith. The Foundation and
2004 the Host LLC may not be able to fully evaluate vague or generalized complaints.

2005 How the Report of Concern Will Be Handled:

2006 *Initial Inquiries* – The Executive Director or Host LLC Managers will make initial inquiries in
2007 consultation with legal counsel, if necessary, to determine whether or not further investigation is
2008 necessary or appropriate.

2009 *Further Information* – The Executive Director or Host LLC Managers may seek further information
2010 from any officer, director, employee, or agent of the Foundation, and shall take all reasonable
2011 precautions to protect the identity of the complainant to the extent possible while doing so.

2012 *Reporting* – The Board of Directors shall receive information on each complaint. The Board of
2013 Directors will determine an appropriate response to a report of concern, in consultation with the Host
2014 LLC and the Executive Director and, if necessary, legal counsel. Officers, directors, employees, and
2015 agents of the Foundation who may be implicated in such reports shall not participate in any
2016 deliberation of the Board of Directors related to the complaint, except to present information directly
2017 to the Board on his or her own behalf.

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END OF BYLAWS