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OPEN MOBILITY FOUNDATION
BYLAWS (v1.650) APPROVED¹

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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. A “Municipal Member” is a Public Member that manages traffic on the public right of way for a particular jurisdiction. A “Non-Public Member” is a Member which does not quality as a Public Member. By resolution, the Foundation’s Board of Directors may establish a subclass of “Associate Member,” within the class of Non-Public Members, that may have different membership requirements, dues and

¹ This v1.650 of the Bylaws, dated [April 14, 2021](#), [introduces voluntary donations in lieu of dues for public members in section 2.3 and changes to the rules for budgeting and fund segregation](#) in Section [3.5.6](#). The effective date for some amendments will occur at the end of a required member notification period, as provided by Sections 3.4 and 13 of the Bylaws.

38 rights, as provided in these Bylaws and by resolutions of the Board consistent with these
39 Bylaws.

40 **2.3. Joining as a Member; Member Dues.** Entities become Members of the
41 Foundation by taking each of the following steps: (a) Submitting a written application with a
42 short description of their status, size, areas of interest and contact parties, and agreeing to be
43 bound by these Bylaws, on a form or document specified by the Executive Director; and
44 (b) paying the dues (if any) applicable to their class of membership (“Dues”) as provided below.
45 Public Members are not assessed Dues, however the Board of Directors may, in consultation
46 with stakeholders, establish a schedule of recommended amounts for voluntary cash donations
47 to be made by Public Members in lieu of Dues. The Dues for classes of Member are set from
48 time to time by the Foundation’s Board of Directors after consultation with all stakeholders,
49 and may vary by size or nature of participant. Dues when paid entitle a Member to participate
50 as a Member for one year from the date of payment, and are nonrefundable. Members cease
51 to be Members when they either cease paying Dues, withdraw (on a form or document
52 specified by the Executive Director), or are terminated as provided in Section 7.

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

64 **3. Governance.**

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

69 **3.1. Board of Directors.** The Foundation’s Board of Directors (or “Board”) is its principal
70 governing body. The Board conducts the business normally performed by the board of
71 directors of a nonprofit organization. Among other things, subject to these Bylaws and the Host
72 LLC Operating Rules, the Board:

- 73 • approves and amends Working Group Charters and Committee Charters;
- 74 • may initiate and close Working Groups and Committees;

- 75 • may establish liaisons with external organizations, and adopt procedures for
76 their administration, in a manner that conforms to the requirements of these
77 Bylaws;
- 78 • may approve or withhold approval of proposed Foundation Deliverables (see
79 Section 5.4), the Architecture (see Section 3.2.2), and any other official report,
80 position or work product issued by any Working Group or Foundation
81 Committee;
- 82 • monitors and ensures the application of the Open Mobility Design Principles to
83 the deliverables of the Foundation;
- 84 • supervises the Executive Director;
- 85 • approves the annual Foundation Budget;
- 86 • reviews and in consultation with the Host LLC adopts and monitors appropriate
87 data privacy and security practices, including document retention and
88 destruction practices, all of which shall conform to the Host LLC Operating Rules
89 and the applicable requirements of law; and
- 90 • oversees the Foundation’s financial and operating performance.

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

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

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

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

111 3.1.2. *Board Vacancies.*

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

119 *Filling Board seats when newly created or at the end of a term:* Board seats that are
120 newly created, or are vacated at the end of a director's scheduled term, shall be filled by a short
121 election announced and administered by the Executive Director (a “Regular Election”), in which
122 each Public Member votes from among nominees solicited from eligible Public Members. The
123 Board reserves the right to create Board member classes to establish participatory or
124 geographic diversity, by a Board resolution adopted and announced prior to the announcement
125 of any Board election to which it applies.

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

132 3.1.4. *Initial Board of Directors:*

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

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

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

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

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

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

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

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

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

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

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

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

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

146 **3.2. Technology Council**

147 The Foundation’s Technology Council (or “Council”) is its principal technical review
148 body. Subject to these Bylaws and the Host LLC Operating Rules, the Council:

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

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

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

165 **3.2.1. Council Membership, Eligibility.**

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

173 A vacancy on the Council is created when a Council member resigns or is terminated
174 from the Council, or resigns or is terminated from their representation of a Member, or the
175 Member they represent departs or is terminated from the Foundation. That vacancy shall be
176 filled by the Board of Directors from among the nominees of eligible Members for the
177 remainder of the unserved term.

178 After the initial Council members, Council seats that are newly created, or are vacated
179 at the end of a Council member's term, shall be filled as follows. For seats held by employees or
180 Appointed Representatives of Public Members, the Board of Directors will appoint members by
181 resolution. For seats held by employees or Appointed Representatives of Non-Public Members,
182 members will be chosen by a short election, announced and conducted by the Executive
183 Director, in which each Non-Public Member (excluding Associate Members) votes. The Board

184 reserves the right to increase the size of the Technology Council or amend the procedure for
185 selecting Council members, by a simple Board resolution adopted and announced prior to the
186 announcement of any Technology Council election to which it applies.

187 3.2.2. *Architectural Landscape Statement.* The Technology Council shall review and
188 recommend to the Board an initial and successive Architectural Landscape Statements (or
189 “Architecture”) for the Foundation that describes:

- 190 • the anticipated relationship of various Foundation deliverables and Working Groups
191 (and may include a model of the roles and functions supported by the Foundation’s
192 deliverables),
- 193 • a list of additional projects under consideration, including any dependencies or other
194 contingent considerations, and
- 195 • proposed or anticipated relationships between the output of the Foundation and other
196 existing technologies, specifications and other organizations.

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

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

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

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

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

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

219 In cases where these Bylaws do not specify otherwise, meetings of the Board of Directors and
220 Technology Council shall be conducted according to Roberts Rules of Order, Newly Revised.

221 Requirements of written notice in these rules shall be satisfied by email messages transmitted
222 to the email address provided in the Foundation's records for the recipient.

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

234 **3.5. Foundation Staff and Budget.** The Foundation may engage individuals ("Staff") to
235 conduct specific tasks for the Foundation consistent with these Bylaws, its approved Budget,
236 and the Host LLC Operating Rules.

237 **3.5.1. Executive Director.** The Foundation shall have an Executive Director whose
238 responsibilities shall include organizing meetings, organizing voting, identifying new Working
239 Groups, tracking Technology Council, Working Group and Committee progress, those duties set
240 forth in the Series Agreement, proposing an annual Budget, supervising the Staff, and such
241 other responsibilities as may be approved by the Board. The Board may terminate the
242 Executive Director and select a new Executive Director from time to time, subject to the Host
243 LLC Operating Rules.

244 **3.5.2. Initial Executive Director.** James Bryce Clark

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

252 **3.5.4. Initial Treasurer.**

253 **3.5.5. Foundation Staff.** The Executive Director may create additional Staff positions,
254 subject to consultation with the Board and to the extent reflected in the Budget, and shall hire,
255 fire and supervise all such Staff. All Foundation Staff shall (a) be engaged under appropriate
256 contractual arrangements approved by the Host LLC, (b) during their service as Staff represent
257 the Foundation, and not represent other employers or stakeholders within the Foundation, and
258 (c) register as Contributors and agree to the Individual CLA.

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

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

275 ~~———— Funds generated from Dues or Donations that are paid by organizations, entities or~~
276 ~~individuals that either are~~

277 ~~(x) parties providing transportation, mobility or related services of the kinds that may be~~
278 ~~regulated by the Public Members (“Regulated Mobility Entities”), or~~

279 ~~(y) their affiliates, or~~

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

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

284 **3.6 Appointed Representatives of Foundation Members.** A Foundation Member may
285 appoint one or more non-employee Contributors to represent and make contributions on
286 behalf of that entity in Working Groups, Foundation Committees and/or the Technology
287 Council, by making that designation in writing to the Executive Director. Those non-employee
288 representatives (the “Appointed Representative” of that Member) shall:

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

295 **3.7 Concentrations of Members on the Board of Directors.** In order to ensure
296 diversity of stakeholders, no more than one member of the Board of Directors from the same
297 or overlapping jurisdictions may be seated or serve at the same time.

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

305 **4. Working Groups and Committees.**

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

309 **4.1 Working Groups.**

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

315 **4.1.1 WG Charters.** Any initial WG Charters are attached as **APPENDIX D**. A new WG
316 Charter may be proposed by any Member, but the normal practice is for new WGs to be
317 proposed by the Technology Council and approved as part of the review of the Architecture.
318 The Board of Directors may elect to delegate preparatory work to a limited-life Committee to
319 study the need for a new WG and draft its Charter. Subsequently the Board of Directors may
320 amend the Charter of an existing WG to incorporate new requirements or other changes
321 necessitated by revisions to the Architecture. The Board may elect to combine Working Groups
322 by approving a combined single Charter, or to divide the work of a WG by allocating its scope,
323 deliverables and repositories among multiple revised Charters.

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

- 326 • The purpose, scope, deliverables, and expected duration of the WG. Any constraints on
327 the scope and deliverables statements in the Charter are binding on the WG, which may
328 not issue proposed work that varies from those constraints, and WG members may rely
329 on those limitations.
- 330 • A set of roles within the WG which the WGSC should fill from Contributors who have
331 volunteered to participate in the WG. The most important roles are those associated
332 with review and approval of contributions. The initial list of roles will depend on the
333 way in which the work of the WG is organized into sub-projects and repositories.

334 Thereafter the WGSC may revise the set of roles and appoint, replace and revise the
335 team as necessary to accommodate WG activities.

- 336 • The organization of the WGSC and its initial membership.
- 337 • Specific requirements for Contributors to the WG. If not otherwise specified in its
338 Charter, any Contributor may join a WG.
- 339 • The review policy for Deliverables from the WG. By default, the methodology described
340 in Section 5 will be used. However, for some kinds of Deliverables, especially software
341 which is developed according to Continuous Integration practices, the review processes
342 and timetables described in that section may be inappropriate. In such cases the WG
343 Charter may specify an alternative model, subject to the limitations noted in Section 5.
- 344 • The licensing model for the WG. The default required licensing for work of each WG, to
345 be altered by the Board only in exceptional circumstances, is the Apache v2.0 License.

346 4.1.2. *WG Steering Committee.* Each WG is administered by a WG Steering Committee
347 (“WGSC”) composed of five Contributors to the WG subject to the eligibility rules in this section.
348 The WGSC is responsible for assigning maintainer and reviewer roles to Contributors of the WG,
349 and determining the status of Deliverables.

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

357 Resignation or termination of a WGSC member from that person’s representation of a
358 Member, or the departure or termination of that Member from the Foundation, or her
359 individual resignation or termination from the Council, creates a WGSC vacancy, which shall be
360 filled by the Board of Directors from among the nominees of eligible Members for the
361 remainder of the unserved term.

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

366 4.1.3. *WG Deliverables.* Deliverables from a WG are developed by its Contributors, and:

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

371 4.2 **Foundation Committees.**

372 Each Foundation Committee (or “Committee”) is established by a Committee Charter
373 that must be approved by the Board of Directors. All members of a Committee, including
374 nonvoting members if any, must be Contributors. The size of a Committee is unlimited unless
375 otherwise specified in its Committee Charter. Each Committee shall conduct its business and
376 decision-making as provided in Section 4.3 below.

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

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

- 386 • The purpose, scope, deliverables, and expected duration of the Committee. In most
387 cases the Charter will specify that patented or patentable work product should be
388 excluded from the permitted output of a Committee. Any constraints on the scope and
389 deliverables statements in the Charter are binding on the Committee, which may not
390 issue proposed work that varies from those constraints, and Committee members may
391 rely on those limitations.
- 392 • The initial chair or chairs of the Committee.
- 393 • The methodology for documentation of Committee work, and those roles (such as a
394 repository team) proposed for the Committee. Thereafter the Committee may appoint,
395 replace and revise those roles or team as necessary to accommodate Committee
396 activities.
- 397 • The organization of the Committee and its initial membership.
- 398 • Any specific requirements for membership on the Committee. If not otherwise specified
399 in its Charter, persons representing Public Members, and Non-Public Members other
400 than Associate Members, may vote on a Committee;, and persons representing
401 Associate Members shall be non-voting members of the Committee.
- 402 • The licensing model for the Committee. The default required licensing for work of each
403 Committee, to be altered by the Board only in exceptional circumstances, is the Creative
404 Commons CC-BY v4.0 License.

405 4.2.2. *Committee Chairs.* Each Committee is administered by its chair or chairs. The
406 Committee is responsible for assigning maintainer and reviewer roles to Contributors of the
407 Committee, and the chair or chairs supervise those roles.

408 All Committee chairs must be, and remain during their term, an employee or
409 representative of a Member of the Foundation, and serve subject to the consent of the
410 Member who employs or engages them. Committee Chairs shall be appointed and removed by
411 the Board of Directors. The initial Committee chairs may be designated in the initial Charter.

412 Resignation or termination of a Committee chair from the Committee or the Foundation
413 creates a chair vacancy, which shall be filled by the Board of Directors.

414 4.2.3. *Committee Deliverables*. Deliverables from a Committee are developed by its
415 members, and:

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

422 4.3. **Consensus, Voting and Approval.**

423 Each Working Group Steering Committee and Foundation Committee may elect to meet
424 periodically (which may be by telephonic bridge) on a schedule it sets from time to time, or
425 work asynchronously without real-time meetings, as it chooses, except to the extent its Charter
426 requires otherwise. The Working Group Steering Committee chairs and Foundation Committee
427 chairs (respectively) are responsible for issuing all notifications of those meetings and votes to
428 their members (including WG Contributors in the case of a WGSC) and the Foundation Staff,
429 and recording votes and decisions of those panels. Those notices, votes and decisions may be
430 required to be conducted on tools designated by the Executive Director.

431 Work products and deliverables of a Working Group or Foundation Committee, and
432 drafts thereof, must be circulated or published with a status classification as provided in
433 Section 5.

434 Each Working Group, Working Group Steering Committee and Committee shall
435 endeavor to make all decisions by consensus. Whether consensus has been reached shall be
436 determined by the WGSC for a Working Group, by the chair(s) for a WGSC, and by the chair(s)
437 for a Foundation Committee. Working Groups are expected to work asynchronously in most
438 cases, and operate by consensus and the exchange and disposition of repository pull requests
439 and comments. In the case of WGSCs or Foundation Committees, where consensus cannot be
440 reached with respect to a particular decision, a formal vote may be necessary, so the WGSC or
441 Committee will make that decision by a majority of the panel's then-seated individual
442 members, at a meeting or in a process that conforms to the following requirements: Either

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

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

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

452 Notices of WGSC meetings, and votes or decisions to approve a Working Group deliverable,
453 shall be circulated to the Working Group members (Contributors) at the same time they are
454 circulated to the WGSC members. Requirements of written notice in these rules shall be
455 satisfied by email messages transmitted to the email address provided in the Foundation’s
456 records for the recipient. WGSCs, Working Groups and Committees must conduct open
457 meetings (as provided in the Code of Conduct) and shall maintain records of their actions that
458 are open to all Members.

459 **4.4 Appointed Representatives; Concentrations of Members.** A Foundation Member
460 may appoint one or more non-employee Appointed Representatives to represent and make
461 Contributions on behalf of that entity in a Working Group or Foundation Committee, in the
462 same manner provided in Section 3.6. The concentration limitations of Section 3.7 also shall
463 apply to the membership of each WGSC and each Foundation Committee.

464 **5. Progression and Status of Deliverables; Liability.**

465 **5.1. Working Draft; Document; Deliverable.** Any participant in a Working Group or
466 Foundation Committee may submit a proposed initial draft document on a topic conforming to
467 the panel’s Charter as a candidate Draft Deliverable of that Working Group. The WGSC chair(s)
468 or Committee chair(s) will designate each submission as a “Working Draft” document.
469 “Document” as used here includes any versions of a document, statement or communication
470 made for the purpose of creating, commenting on, revising, updating, modifying, or adding to
471 any work product that is to be considered by a Working Group or Foundation Committee.
472 “Deliverable” as used in these Bylaws means any output from the Foundation or one of its
473 panels, including Working Drafts, Draft Deliverables, Working Group Approved Deliverables,
474 Committee Approved Deliverables and Foundation Deliverables.

475 **5.2. Draft Deliverable.** Each Working Draft document of a Working Group or
476 Foundation Committee must be approved by the Working Group or Foundation Committee in
477 order to become a “Draft Deliverable.” Once the Working Group or Foundation Committee
478 approves a document as a Draft Deliverable, the Draft Deliverable becomes the basis for all
479 forward work on that deliverable.

480 **5.3. Working Group Approved or Committee Approved.** Once a Working Group or
481 Foundation Committee believes it has achieved the objectives for a Draft Deliverable and that it
482 conforms to the requirements of its Charter, it should approve the Draft Deliverable, thereby
483 conferring “Working Group Approved” or “Committee Approved” status on it. The WGSC
484 chair(s) or Committee chair(s) must notify all such approvals to the Executive Director.

485 **5.4. Foundation Approval.** The Executive Director or a designee will present each
486 Working Group Approved Draft Deliverable to the Technology Council for its review and
487 recommendation before the desired date of Board approval. Upon the earlier of (a) delivery of
488 the Technology Council’s report on that proposal to the Board, or (b) 60 days after its
489 presentation to the Technology Council, the Executive Director or her designee will present that
490 Approved Draft Deliverable to the Board of Directors, along with any report from the
491 Technology Council, for approval by the Board.

492 The Executive Director or a designee will present each Committee Approved Draft
493 Deliverable to the Board of Directors, at least 14 days prior to the desired date of Board
494 approval, for approval by the Board.

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

497 **5.5. Publication and Submission.** Upon the designation of a deliverable as a
498 Foundation Deliverable, the Executive Director will publish the Foundation Deliverable in a
499 manner provided by Foundation policies or otherwise agreed upon by the Board of Directors.
500 Unless the Board specifies otherwise in its approval, Foundation Deliverables will be freely
501 available to the public. Any publication of a Foundation Deliverable must include the licensing
502 terms under which the Foundation Deliverable and/or ancillary materials (such as source code)
503 are being made available, as specified in the applicable Charter(s).

504 **5.6 Alternative Approaches.** As noted in Section 4.1.1, the charter of a WG may
505 prescribe an alternative model for the progression of Deliverables which may be better suited
506 to the kind of Deliverables for which the WG is responsible, provided that:

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

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

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

518 **5.7 Liability for Deliverables.** Each Deliverable of any kind published, issued or
519 approved by the Foundation or any of its panels must conform to a template provided by the
520 Foundation, which includes a clear and conspicuous statement of (a) its licensure and (b) the
521 following text (or equivalent disclaimer language approved by the Executive Director):

522 All Open Mobility Foundation deliverables are provided "AS IS", without warranty of any
523 kind, express or implied, and OMF, as well as all of its Members and Contributors,

524 expressly disclaim any warranty of merchantability, fitness for a particular or intended
525 purpose, accuracy, completeness, non-infringement of third party rights, or any other
526 warranty.

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

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

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

542 **6. Contributions and Licensing**

543 **6.1. Contributions.** “Contribution” means any original work of authorship, including
544 any modifications or additions to an existing work, that a Contributor intentionally submits to
545 the Foundation for use, or for potential inclusion in a Draft Deliverable or Foundation
546 Deliverable. For the purposes of this definition, “submit” means any form of electronic, oral, or
547 written communication for the purpose of discussing and improving the work in question.

548 **6.2. Individual CLAs.** The Board shall approve and maintain one or more Individual
549 Contribution License Agreement (“Individual CLA”) forms, initially in the form attached as
550 **APPENDIX F**, which all Contributors are required to sign. The Board of Directors may amend
551 the form of Individual CLA, and develop additional specific forms to reflect the requirements of
552 particular legal jurisdictions. Each Individual CLA shall provide at a minimum for agreement by
553 the Contributor to:

- 554 • Make all Contributions to Foundation activities chartered by an approved Charter
555 under the license terms set by that Charter. (Typically those terms will be Apache
556 2.0 for code and specifications created by Working Groups, and CC-BY 4.0 for
557 documents and policies created by Foundation Committees.)
- 558 • Affirm that the Contributor is the exclusive copyright owner of her Contributions, or
559 that the Contributions are in the Public Domain, or that the Contributor has
560 sufficient legal rights and copyright from its copyright owners to make the
561 Contribution under the terms of these Bylaws and the relevant Charter(s). In the
562 latter case the Contributor also must agree to disclose publicly in writing to the

563 Foundation, via notice to the Executive Director, the identities of all such known
564 copyright owners in the Contribution (such as an employer).

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

567 **6.3. Entity CLAs.** The Board shall approve and maintain one or more Entity
568 Contribution License Agreement (“Entity CLA”) forms initially in the form attached as
569 **APPENDIX G**, which companies, agencies, and other entities may be required to sign if they
570 make Contributions of the entity’s intellectual property through an Appointed Representative.
571 The Board of Directors may amend the form of Entity CLA, and develop additional specific
572 forms to reflect the requirements of particular legal jurisdictions. Each Entity CLA shall provide
573 at a minimum for agreement by the entity signing it to:

- 574 • Make (or consent to the making of) all Contributions to Foundation activities
575 chartered by an approved Charter, by its named representatives, under the license
576 terms set by that Charter.
- 577 • Affirm that the entity is the exclusive copyright owner of the Contribution or has
578 sufficient legal rights and copyright from its copyright owners to make or consent to
579 the making of the Contribution under the terms of these Bylaws and the relevant
580 Charter(s).
- 581 • Agree not to assert any patent claims against conformant implementations of
582 Foundation Deliverables approved during the entity’s participation.

583 **6.4 CLA Maintenance.** A permanent record of the agreement by each Contributor to
584 the Individual CLA and each entity to an Entity CLA shall be maintained and publicly posted by
585 the Executive Director. Modifications by the Board of the form of Individual CLA or Entity CLA
586 shall have no effect on previously executed versions.

587 **7. Withdrawal and Termination.**

588 **7.1. Foundation Term and Termination.** The term of this agreement is as provided in
589 the Host LLC Operating Rules. Upon a Major Decision vote of the Board of Directors, the
590 Foundation shall terminate as of the effective date designated in that vote. The Executive
591 Director will coordinate with the Host LLC to facilitate any such termination.

592 **7.2. Withdrawal.** A Member, Board member, Technology Council member, Working
593 Group member or Committee member may withdraw from that respective post at any time by
594 notifying the Executive Director in writing, who shall notify all participants as appropriate; and
595 that withdrawal is effective upon receipt of the notice, subject to the other provisions of these
596 Bylaws.

597 **7.3. Termination.** Upon a Major Decision vote of the Board of Directors (calculated
598 without the vote of any affected Board member), a Member, Board member, Technology
599 Council member, Working Group member or Committee member may be terminated from the
600 Foundation or that panel or both, after 10 days written advance notice to the person affected

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

603 **7.4. Effect of Withdrawal or Termination.** Upon a Member, Board member,
604 Technology Council member, Working Group member or Committee member withdrawing or
605 being terminated as provided above:

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

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

611 **8. Use of Name and Marks.**

612 8.1. The Foundation may not use any Member's logo, trademark or service mark on any
613 Foundation material, or otherwise indicate that Member's endorsement, without that party's
614 express prior written authorization. Truthful identification of participants, Contributors and
615 contributions from a Member are permitted, and do not imply endorsement.

616 8.2. The Foundation must identify itself in written materials, descriptions and legal
617 documents consistent with the requirements of these rules, the Series Agreement and the Host
618 LLC Operating Rules.

619 8.3 The Host LLC may publicly identify the Foundation and its member list as an OASIS
620 Open Development Foundation Project.

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

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

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

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

639 **13. Amendments; New Versions of Agreement.** Amendments to these Bylaws may be
640 made by the Board of Directors using the process provided above, including Sections 3.3 and
641 3.4 thereof, with their effectiveness (a) subject to any actions or approval required by the Host
642 LLC Operating Rules and (b) occurring no earlier than 30 days after their publication to all
643 Members, who shall be bound by the Bylaws as amended thereafter. Appendix B may not be
644 amended without the assent of the Host LLC.

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

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[end]

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OPEN MOBILITY FOUNDATION BYLAWS
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665 Group): Secs. 4.1, 4.1.1
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706 Working Group Steering Committee
707 or WGSC: Sec. 4.1.2

709 APPENDIX A

710 OPEN MOBILITY FOUNDATION
711 OPEN MOBILITY DESIGN PRINCIPLES

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

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

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

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

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

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

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743 **APPENDIX B**

744 **OPEN MOBILITY FOUNDATION**
745 **SERIES AGREEMENT**

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747 This Series (the "Series") of OASIS Open Development Foundation, LLC (the "Host LLC"),
748 comprised of participants in the manner provided in its Bylaws, shall be called:

749 Short Name. Open Mobility Foundation

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

751 and shall be managed as follows:

- 752 • The Host LLC shall keep and maintain Series records that are separate and distinct from any
753 and all other Series' records, as provided in its Host LLC Operating Rules and other applicable
754 policies and laws.
- 755 • The Host LLC shall hold and account for Series assets that are separate and distinct from any
756 and all other series' assets.
- 757 • The debts, liabilities and obligations incurred, contracted for or otherwise existing with respect
758 to the Series shall be enforceable against the assets of the Series only, and not against the
759 assets of the Host LLC generally or any other series thereof.
- 760 • None of the debts, liabilities, obligations and expenses incurred, contracted for or otherwise
761 existing with respect to the Host LLC generally or any other series thereof shall be enforceable
762 against the assets of the Series.
- 763 • In no case shall a Member of the Series be personally obligated for any or all of the debts,
764 obligations and liabilities of the Series, any other series, or the Host LLC generally.
- 765 • The Series shall have one economic member, the Host LLC, who shall be the Sole Member.
766 The Sole Member shall hold 100% of the distribution rights, 100% of the economic rights and
767 100% of the management rights in the Series. Accordingly, the Sole Member (i) shall be
768 responsible for all capital contribution obligations with respect to the Series, if any, (ii) shall be
769 entitled to all distributions, whether in cash or in-kind, from the Series, and (iii) shall be
770 allocated all tax attributes associated with the Series.
- 771 • The Series may be terminated and its affairs wound up without causing the dissolution of the
772 Host LLC.
- 773 • The duties of the Series Executive Director shall be to administer the day to day operations of
774 the Foundation Series, subject to the supervision by the Series Board of Directors; to
775 supervise the budget and expenditures of the Foundation Series, in coordination with the
776 Series Treasurer and the Host LLC; to supervise all Foundation Staff; and to carry out the
777 functions specified for the Executive Director in the Bylaws.

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APPENDIX C

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**OPEN MOBILITY FOUNDATION
INITIAL DUES SCHEDULE (2019)**

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Obsolete. See openmobilityfoundation.org/resources for current dues schedule.

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APPENDIX D

**OPEN MOBILITY FOUNDATION
INITIAL WORKING GROUP CHARTERS**

D-0. *Model Working Group Charter [Template]*

D-1. MDS City Services WG

D-2. MDS Provider Services WG

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

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OPEN MOBILITY FOUNDATION
[PROPOSED] WORKING GROUP CHARTER

[NAME] WORKING GROUP

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

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

836 WG TEMPLATE

837 4. Duration of WG: (please circle one)

838 4a. Not limited

839 4b. WG will close when its last deliverable listed below is completed (and any further approvals
840 actions are completed).

841 4c. WG will close on _____ (date) unless extended by the Board.

842

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

845 5a. Not limited

846 5b. No more than _____ (number).

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

849

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

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

856

857 7. Initial Working Group Steering Committee:

858 _____, representing Member _____

859 _____, representing Member _____

860 _____, representing Member _____

861 _____, representing Member _____

862 _____, representing Member _____

863

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

865 8a. WG may only issue and approve the deliverables listed below, unless the Board amends this
866 Charter to provide otherwise.

867 8b. WG shall issue and seek to approve the deliverables listed below, but may issue and approve
868 other deliverables so long as there are within the Scope stated above, and consistent with the other
869 terms of this Charter and the Bylaws.

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871 WG TEMPLATE

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

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

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

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

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891 WG TEMPLATE

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

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

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900 *12. Licensing model for the WG:*

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

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

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

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

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OPEN MOBILITY FOUNDATION
WORKING GROUP CHARTER

MDS CITY SERVICES WORKING GROUP

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

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928

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

930

931 2. Short Name: MDS CITY SVC WG

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

933

934 3. Scope of WG:

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

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

937

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

949

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

951 4a. Not limited

952 MDS CITY SVC WG

953

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

956 5a. Not limited

957

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

960

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

966

967

968 7. Initial Working Group Steering Committee:

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

970

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

972 8b. WG shall issue and seek to approve the deliverables listed below, but may issue and
973 approve other deliverables so long as there are within the Scope stated above, and consistent with
974 the other terms of this Charter and the Bylaws.

975

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

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

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

980

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

985

986

987 MDS CITY SVC WG

988

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

997

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

999

1000 n/a

1001

1002 11. Anticipated initial WG repositories to conduct work, and initial maintainers:
1003 *(Please also note licensing terms, below. Contributors to the WG must execute and deliver*
1004 *appropriate CLAs in order to participate.)*

1005 For each Working Group, the Foundation creates two GitHub teams, for Maintainers and
1006 Contributors. Members of the Maintainers Team are granted Write Access to each of the repositories
1007 managed by the Working Group, while members of the Contributors Team are granted Read Access.
1008 All members of both Teams must be Foundation Contributors. Any Contributor may join the
1009 Contributors Team; members of the Maintainers Team are appointed by the Working Group Steering
1010 Committee. The WGSC may designate specific repositories to manage work in consultation with the
1011 Technical Council.

1012

1013 12. Licensing model for the WG:

1014 Each repository shall require that contributions made under the Apache License v 2.0, if for
1015 executable artifacts, or otherwise (for non-executable documentation repositories) under the
1016 Creative Commons CC-BY v4.0 License.

1017 Each deliverable of any kind issued or approved by the WG or published by the Foundation must
1018 conform to a template provided by the Foundation, which includes a clear and conspicuous statement
1019 of its licensure and that it is provided on an "AS IS" basis, with a disclaimer of warranties on behalf of
1020 the Foundation, its Members and participants, and the Host LLC.

1021 13. Alternative Arrangements for Progression of Deliverables *(optional: see Bylaws section 5.)*

1022 The MDS City Services WG will develop a software development life cycle model that reflects the need
1023 for timely delivery of incremental software releases. The WGSC will identify the Deliverables to which
1024 the Alternative Arrangements apply, and will request the Board of Directors to amend Section 13 of
1025 this Working Group Charter to reflect this, consistent with Section 5 of the Bylaws.

1026 **D-2. MDS Provider Services WG**

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1029
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1032

OPEN MOBILITY FOUNDATION
WORKING GROUP CHARTER

MDS PROVIDER SERVICES WORKING GROUP

1033 This Working Group Charter establishes the scope, licensing and initial participation terms for the
1034 Working Group (or “WG”) named above, and is subject to the requirements of the Bylaws of the Open
1035 Mobility Foundation (“Foundation”). Parties participate in the Foundation’s activities, and are bound
1036 by the terms of this Charter, according to the terms of those Bylaws, their application for membership
1037 in the Foundation (if applicable) and their Contributor License Agreement(s). The Bylaws also contain
1038 rules for the administration, process and work products the Working Group.

1039
1040

1041 1. Full Name of WG: as stated above.

1042

1043 2. Short Name: MDS PROV SVC WG

1044 *(Please confine to ~12 characters, will be used in tags and metadata)*

1045

1046 3. Scope of WG:

1047 *(This is a normative, binding statement.)*

1048 *(Please also see the supplemental purpose and deliverables information below.)*

1049

1050 Scope: The Provider Services WG is responsible for delivering an integrated set of Provider
1051 Services for Mobility. To achieve this, it will define a core set of services and implement a
1052 vendor-neutral reference implementation which conforms to the Open Mobility Design
1053 Principles set forth in Appendix A of the Foundation Bylaws. This reference implementation
1054 will facilitate the certification of compliance and interoperability, and will provide sufficient
1055 structure and extensibility to support new services created by future OMF Working Groups.
1056 The starting point for its work will be the Mobility Data Specification (MDS) implementation
1057 contributed to the Foundation by Los Angeles DoT, including the specifications and
1058 implementations of the Provider API and supporting software.

1059 The Provider Services WG is responsible only for the development of services operated by
1060 mobility providers. MDS services which are implemented by cities will be reserved for the City
1061 Services WG.

1062

1063

1064 MDS PROV SVC WG

1065 4. Duration of WG: *(please circle one)*

1066 4a. Not limited

1067

1068 5. Size of WG: The maximum number of voting members of this Working Group shall be: *(please*
1069 *circle one)*

1070 5a. Not limited

1071

1072 Non-voting members are not permitted (other than Advisory Committee or similar liaisons as may be
1073 explicitly provided by the Board of Directors).

1074

1075 6. Members of WG: Each person participating in the Foundation who (a) has delivered to the
1076 Executive Director a written indication of their willingness to join the WG and receipt of a copy of this
1077 Charter, (b) meets any other restrictions listed above as determined by the Executive Director, and (c)
1078 has signed a properly completed Foundation Individual CLA. The assignment of specific roles within
1079 the WG are managed by the WGSC.

1080

1081

1082 7. Initial Working Group Steering Committee:

1083 [To be appointed by Board of Directors for 2019]

1084

1085 8. Constraint on Deliverables of the WG: *(please circle one)*

1086 8b. WG shall issue and seek to approve the deliverables listed below, but may issue and
1087 approve other deliverables so long as there are within the Scope stated above, and consistent with
1088 the other terms of this Charter and the Bylaws.

1089

1090 9. Anticipated WG Deliverables: *(please list)*

1091 *(List may be normative; see question 8 above.)*

1092 *(If initial Contributions are anticipated as starting drafts for the WG's work on a deliverable, it is*
1093 *recommended but not required that they also be noted below, with URLs if publicly available.)*

1094

1095 1. A set of Mobility Data Specification APIs, which define RESTful APIs used to specify the
1096 digital relationship between mobility-as-a-service providers and the agencies that regulate or
1097 license them. The initial set of APIs will be based on Provider (as distinct from 'City') services
1098 as defined in the initial contribution by the City of Los Angeles Department of Transportation.

1099

1100 MDS PROV SVC WG

1101

1102 2. One or more reference implementations which support interoperability verification for the
1103 above APIs, and comply with the Open Mobility Design Principles. One of the main goals of
1104 the Foundation is to foster the creation of interoperable implementations of standard
1105 approved Foundation APIs and data models. Accordingly, tool, language and operational
1106 choices for these reference implementations may be constrained by the Foundation's
1107 Architectural Landscape Statement, composability with other OMF reference
1108 implementations, and common system or toolset choices required by other previously-
1109 approved relevant work.

1110

1111 10. Additional Non-Normative Statement of Committee Purpose *(optional)*

1112

1113 n/a

1114

1115 11. Anticipated initial WG repositories to conduct work, and initial maintainers:
1116 *(Please also note licensing terms, below. Contributors to the WG must execute and deliver*
1117 *appropriate CLAs in order to participate.)*

1118 For each Working Group, the Foundation creates two GitHub teams, for Maintainers and
1119 Contributors. Members of the Maintainers Team are granted Write Access to each of the repositories
1120 managed by the Working Group, while members of the Contributors Team are granted Read Access.
1121 All members of both Teams must be Foundation Contributors. Any Contributor may join the
1122 Contributors Team; members of the Maintainers Team are appointed by the Working Group Steering
1123 Committee. The WGSC may designate specific repositories to manage work in consultation with the
1124 Technical Council.

1125

1126

1127 12. Licensing model for the WG:

1128 Each repository shall be subject to contributions made under the Apache License v 2.0, if for
1129 executable artifacts, or otherwise (for documentation repositories) under the Creative Commons CC-
1130 BY v4.0 License.

1131 Each deliverable of any kind issued or approved by the WG or published by the Foundation must
1132 conform to a template provided by the Foundation, which includes a clear and conspicuous statement
1133 of its licensure and that it is provided on an "AS IS" basis, with a disclaimer of warranties on behalf of
1134 the Foundation, its Members and participants, and the Host LLC.

1135 13. Alternative Arrangements for Progression of Deliverables *(optional: see Bylaws section 5.)*

1136 The MDS Provider Services WG will develop a software development life cycle model that reflects the
1137 need for timely delivery of incremental software releases. The WGSC will identify the Deliverables to

1138 which the Alternative Arrangements apply, and will request the Board of Directors to amend Section
1139 13 of this Working Group Charter to reflect this, consistent with Section 5 of the Bylaws.

APPENDIX E

OPEN MOBILITY FOUNDATION
INITIAL FOUNDATION COMMITTEE CHARTERS

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

1154 **E-0. Template for Committee Charter**

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*OPEN MOBILITY FOUNDATION
[PROPOSED] COMMITTEE CHARTER*

[NAME] COMMITTEE

1162 *This Committee Charter establishes the scope, licensing and initial participation terms for the*
1163 *Committee named above, and is subject to the requirements of the Bylaws of the Open Mobility*
1164 *Foundation (“Foundation”). Parties participate in the Foundation’s activities, and are bound by the*
1165 *terms of this Charter, according to the terms of those Bylaws, their application for membership in the*
1166 *Foundation (if applicable) and their Contributor License Agreement(s). The Bylaws also contain rules*
1167 *for the administration, process and work products of the Committee. The Foundation Board of*
1168 *Directors must approve this Charter in order to launch a Committee, and may choose to amend it,*
1169 *decline, or review it further. Proposers are encouraged to review the existing structure of Policy*
1170 *Committees and other bodies currently established by the Foundation before submitting a proposal.*

1171
1172

1173 *1. Full Name of Committee: as stated above.*

1174

1175 *2. Short Name: _____ COMM*

1176 *(Please confine to ~12 characters, will be used in tags and metadata)*

1177

1178 *3. Scope of Committee:*

1179 *(This is a normative, binding statement.)*

1180 *(Please also see the supplemental purpose and deliverables information below.)*

1181

1182

1183 *COMM TEMPLATE*

1184 *4. Duration of Committee: (please circle one)*

1185 *4a. Not limited*

1186 *4b. Committee will close when its last deliverable listed below is completed (and any further*
1187 *approvals actions are completed).*

1188 *4c. Committee will close on _____ (date) unless extended by the Board.*

1189

1190 *5. Size of Committee: The maximum number of voting members of this Committee shall be: (please*
1191 *circle one)*

1192 *5a. Not limited*

1193 *5b. No more than _____ (number).*

1194 *Additional non-voting members of the Committee are: (please circle one)*

1195 *5c. Permitted and not limited*

1196 *5d. Permitted but only up to _____ non-voting members (number)*

1197 *5e. Not permitted (other than Advisory Committee or similar liaisons as may be explicitly provided*
1198 *by the Board of Directors).*

1199

1200 *5f. The following additional restrictions (if any) are a requirement of Committee membership:*

1201

1202

1203

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1205

1206 *6. Members of Committee: Each person participating in the Foundation who (a) has delivered to the*
1207 *Executive Director a written indication of their willingness to join the Committee and receipt of a copy*
1208 *of this Charter, (b) meets any other restrictions listed above (such as qualifications and number of*
1209 *available seats) as determined by the Executive Director, and (c) has signed a properly completed*
1210 *Foundation Individual CLA.*

1211

1212 *7. Initial Committee Chairs: (there may one or two)*

1213 _____, representing Member _____

1214 _____, representing Member _____

1215

1216 *Committee Chairs are appointed by the Board of Directors, and need not be employees or Appointed*
1217 *Representatives of Foundation Members.*

1218 *COMM TEMPLATE*

1219 *8. Constraint on Deliverables of the Committee: (please circle one)*

1220 *8a. Committee may only issue and approve the deliverables listed below, unless the Board amends*
1221 *this Charter to provide otherwise.*

1222 *8b. Committee shall issue and seek to approve the deliverables listed below, but may issue and*
1223 *approve other deliverables so long as there are within the Scope stated above, and consistent with the*
1224 *other terms of this Charter and the Bylaws.*

1225

1226 *9. Anticipated Committee Deliverables: (please list)*

1227 *(List may be normative; see question 8 above.)*

1228 *(If initial Contributions are anticipated as starting drafts for the Committee's work on a deliverable, it*
1229 *is recommended but not required that they also be noted below, with URLs if publicly available.)*

1230

1231

1232

1233

1234

1235

1236

1237 *10. Additional Non-Normative Statement of Committee Purpose (optional)*

1238 *COMM TEMPLATE*

1239

1240 *11. Anticipated initial Committee repositories to conduct work, and initial maintainers:*

1241 *(Please also note licensing terms, below. Contributors to the Committee must execute and deliver*
1242 *appropriate CLAs in order to participate.)*

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

1243

1244

1245

1246

1247 *12. Licensing model for the Committee:*

1248 *Each repository shall be subject to contributions made under Foundation CLAs that apply the Creative*
1249 *Commons CC-BY v4.0 License, unless a different license is proposed in the chart above, and approved*
1250 *when this Charter is approved (or amended). Note that patentable materials are out of scope for*
1251 *Foundation Committees.*

1252 *Each deliverable of any kind issued or approved by the Committee or published by the Foundation*
1253 *must conform to a template provided by the Foundation, which includes a clear and conspicuous*
1254 *statement of its licensure and that it is provided on an "AS IS" basis, with a disclaimer of warranties on*
1255 *behalf of the Foundation, its Members and participants, and the Host LLC.*

1256

1257

1258 **E-1. Foundation Advisory Committee**

1259
1260 OPEN MOBILITY FOUNDATION
1261 COMMITTEE CHARTER

1262
1263 FOUNDATION ADVISORY COMMITTEE
1264 [Approved with Bylaws at Foundation launch]

1265
1266 This Committee Charter establishes the scope, licensing and initial participation terms for the
1267 Committee (named above, and is subject to the requirements of the Bylaws of the Open Mobility
1268 Foundation (“Foundation”). Parties participate in the Foundation’s activities, and are bound by the
1269 terms of this Charter, according to the terms of those Bylaws, their application for membership in the
1270 Foundation (if applicable) and their Contributor License Agreement(s). The Bylaws also contain rules
1271 for the administration, process and work products the Committee.

1272
1273 **This Charter shall be effective as of the first date on which the Board invites a non-profit charitable,**
1274 **governmental or NGO organization to join the Committee. The Committee shall be established at**
1275 **that time with the initial members identified in Paragraph 6.**

- 1276
1277 1. Full Name of Committee: as stated above.
1278
1279 2. Short Name: ADVISORY COMM
1280 *(Please confine to ~12 characters, will be used in tags and metadata)*
1281
1282 3. Scope of Committee:
1283 *(This is a normative, binding statement.)*
1284 *(Please also see the supplemental purpose and deliverables information below.)*

1285
1286 The Foundation Advisory Committee provides a forum in which the Foundation and its
1287 members can discuss and coordinate Foundation plans and activities with representatives of
1288 non-profit charitable, governmental and NGO organizations, who in some cases may not
1289 qualify for membership in the Foundation, but are identified by the Board of Directors as key
1290 stakeholders in the work of the Foundation. The Board of Directors may invite an external
1291 organization to join at any time, and will instruct the Executive Director to maintain a public
1292 list of members together with a private list of member contact information. The Foundation
1293 Advisory Committee will focus on review and coordination, and providing advice to the Board
1294 of Directors on the prioritization of projects that may be enabled by funded or in-kind
1295 donations other than membership fees. The Committee is not expected to generate any Draft
1296 Deliverables or Foundation Deliverables. Members of the Foundation Advisory Committee
1297 who intend to contribute to other work of the Foundation may do so by identifying a
1298 representative to serve as a Contributor and participate in other relevant Committees or
1299 Working Groups, as provided below.

1300

1301 ADVISORY COMM

1302 4. Duration of Committee: *(please circle one)*

1303 4a. Not limited

1304

1305

1306 5. Size of Committee: The maximum number of voting members of this Committee shall be: *(please*
1307 *circle one)*

1308 5a. Not limited (except as noted in 5f below)

1309

1310 Additional non-voting members of the Committee are: *(please circle one)*

1311

1312 5e. Not permitted (other than may be explicitly provided by the Board of Directors).

1313

1314 5f. The following additional restrictions (if any) are a requirement of Committee membership:

1315

1316 The membership of the Committee is limited to:

- 1317 • One member of the Foundation Board of Directors, chosen by the Board.
- 1318 • The Foundation Executive Director or their delegate.
- 1319 • One representative of each non-profit charitable, governmental and NGO organization that
1320 has been invited to join the Committee by the Board of Directors, and has accepted the
1321 invitation.

1322

1323 The Board of Directors may adopt resolutions inviting any organization which has a representative
1324 appointed to the Foundation Advisory Committee to participate on any specific Foundation
1325 Committee or Working Group Steering Committee as well, by appointing a non-voting advisor to that
1326 panel. However, any Contributions by those advisors or participants in the relevant repositories
1327 would require that they agree to a valid Individual CLA.

1328

1329 ADVISORY COMM

1330 6. Members of Committee: Each person listed below, and any who subsequently may be explicitly
1331 added by the Board of Directors by amending this Charter, who has delivered to the Executive
1332 Director a written indication of their willingness to join the Committee and receipt of a copy of this
1333 Charter and the Bylaws.

1334

1335 The initial Members of the Committee shall be:

- 1336 • The chair of the Foundation Board of Directors
- 1337 • The Executive Director of the Foundation
- 1338 • Zia Kahn, representing the Rockefeller Foundation
- 1339 • John Rossant, representing the New Cities Foundation
- 1340 • Martin O'Malley, representing MetroLab
- 1341 • Beth Osborne, representing Transportation for America
- 1342 • Shallen Bhatt, representing the ITS America
- 1343 • Senior representative to be named by UITP

1344 7. Initial Committee Chair: *[to be appointed by Board resolution]*

1345 The Committee Chair is appointed by the Board of Directors, and need not be an employee or
1346 Appointed Representative of a Foundation Member.

1347 8. Constraint on Deliverables of the Committee: *(please circle one)*

1348 8a. Committee may only issue and approve the deliverables listed below, unless the Board
1349 amends this Charter to provide otherwise.

1350

1351 9. Anticipated Committee Deliverables: *(please list)*

1352 None. This Committee will not maintain repositories nor create licensed Deliverables.

1353 10. Additional Non-Normative Statement of Committee Purpose (optional)

1354 None.

1355 11. Anticipated initial Committee repositories to conduct work, and initial maintainers:

1356 None.

1357 12. Licensing model for the Committee:

1358 None. See item 9.

1359

1360 **E-2. Privacy, Security and Transparency Committee**

1361

1362

1363 OPEN MOBILITY FOUNDATION
1364 PRIVACY, SECURITY AND TRANSPARENCY COMMITTEE CHARTER

1365 [Approved with Bylaws at Foundation launch]

1366

1367

1368 This Committee Charter establishes the scope, licensing and initial participation terms for the
1369 Committee, subject to the requirements of the Bylaws of the Open Mobility Foundation
1370 (“Foundation”). Parties participate in the Foundation’s activities, and are bound by the terms of this
1371 Charter, according to the terms of those Bylaws, their application for membership in the Foundation
1372 (if applicable) and their Contributor License Agreement(s). The Bylaws also contain rules for the
1373 administration, process and work products the Committee.

1374

1375 **This Charter shall be effective immediately after the conclusion of the first meeting of the**
1376 **Foundation Board of Directors. The Committee shall be established at that time, with such initial**
1377 **members as are provided in Paragraph 6, and repository information and maintainers as provided**
1378 **in Paragraph 11, as the Board may designate by resolution.**

1379

1380 1. Full Name of Committee: as stated above.

1381

1382 2. Short Name: PRIV SEC COMM

1383 *(Please confine to ~12 characters, will be used in tags and metadata)*

1384

1385 3. Scope of Committee:

1386 *(This is a normative, binding statement.)*

1387 *(Please also see the supplemental purpose and deliverables information below.)*

1388

1389 The Privacy, Security and Transparency committee will review and develop policy for
1390 appropriate transparency and data protection measures such as privacy, data retention and
1391 anonymization features, as well as technical security practices related to urban mobility data
1392 including but not limited to encryption, role-based access control, and penetration testing.

1393 These policies shall support responsible and trustworthy data management practices that
1394 serve individual privacy, security, transparency and safety.

1395

1396 4. Duration of Committee: *(please circle one)*

1397 [✓] 4a. Not limited

1398

1399

1399 PRIV SEC COMM

1400 5. Size of Committee: The maximum number of voting members of this Committee shall be: *(please*
1401 *circle one)*

1402 [] 5b. The Board may limit or change the size of the Committee by resolution.

1403 Additional non-voting members of the Committee are: *(please circle one)*

1404 [] 5c. Permitted and not limited

1405

1406 5f. The following additional restrictions (if any) are a requirement of Committee membership:

1407 If the size of the voting membership of the Committee is limited, the Board of Directors may select
1408 from among qualified applicants if there are more applicants for voting membership than seats
1409 available.

1410

1411 6. Members of Committee: Each person participating in the Foundation who (a) has executed and
1412 returned to the Executive Director a written indication of their willingness to join the Committee and
1413 receipt of a copy of this Charter, (b) meets any other restrictions listed above (such as qualifications
1414 and number of available seats) as determined by the Executive Director, and (c) has signed a properly
1415 completed Foundation Individual CLA.

1416

1417 7. Initial Committee Chairs: *(there may be one or two)*

1418 John Clary, representing member City of Austin.

1419

1420 Committee Chairs are appointed by the Board of Directors, and need not be employees or Appointed
1421 Representatives of Foundation Members.

1422

1423 8. Constraint on Deliverables of the Committee: *(please circle one)*

1424

1425 [] 8b. Committee shall issue and seek to approve the deliverables listed below, but may issue and
1426 approve other deliverables so long as there are within the Scope stated above, and consistent with
1427 the other terms of this Charter and the Bylaws.

1428

1429

1430 PRIV SEC COMM

1431

1432 9. Anticipated Committee Deliverables: *(please list)*

1433 *(List may be normative; see question 8 above.)*

1434 *(If initial Contributions are anticipated as starting drafts for the Committee's work on a deliverable, it*
1435 *is recommended but not required that they also be noted below, with URLs if publicly available.)*

1436

1437 1. Review and assess the relevance of relevant data security practices for compliance with
1438 current and expected legal and regulatory requirements for urban mobility data, both at rest
1439 (as stored) and in transit (in messaging).

1440 2. Review and assess the relevance of relevant data privacy practices for compliance with
1441 current and expected legal and regulatory requirements for urban mobility data.

1442 3. Review and develop policies for data retention, data minimization and anonymization, and
1443 role-based access control for urban mobility data, regarding consumer data, data generated
1444 from public devices and sources, data generated from mobility provider devices, and
1445 aggregated data. as well as operational practices related to urban mobility data privacy and
1446 security, including penetration testing and audit.

1447 4. Review and develop policies and best practices (including operational practices) for data
1448 retention, data minimization and anonymization, and role-based access control for urban
1449 mobility data, regarding consumer data, data generated from public devices and sources, data
1450 generated from mobility provider devices, and aggregated data.

1451 5. Review and develop policies and best practices (including operational practices) for urban
1452 mobility data security, including penetration testing and audit.

1453 6. Propose Foundation deliverables and other projects to assist cities in implementing the
1454 foregoing data security and privacy policies and practices, and provide comment as needed to
1455 the Foundation Architecture's assumptions and elements that describe or affect data security
1456 or privacy issues.

1457

1458 10. Additional Non-Normative Statement of Committee Purpose (optional)

1459 n/a

1460 PRIV SEC COMM

1461

1462 11. Anticipated initial Committee repositories to conduct work, and initial maintainers:
1463 *(Please also note licensing terms, below. Contributors to the Committee must execute and deliver*
1464 *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)

1465

1466 12. Licensing model for the Committee:

1467 Each repository shall be subject to contributions made under Foundation CLAs that apply the Creative
1468 Commons CC-BY v4.0 License, unless a different license is proposed in the chart above and approved
1469 when this Charter is approved (or amended). Note that patentable materials are out of scope for
1470 Foundation Committees.

1471 Each deliverable of any kind issued or approved by the Committee or published by the Foundation
1472 must conform to a template provided by the Foundation, which includes a clear and conspicuous
1473 statement of its licensure and that it is provided on an "AS IS" basis, with a disclaimer of warranties on
1474 behalf of the Foundation, its Members and participants, and the Host LLC.

1475

1476

1477 **E-3. Strategy Committee**

1478

1479

OPEN MOBILITY FOUNDATION

1480

COMMITTEE CHARTER

1481

1482

STRATEGY COMMITTEE

1483

1484

1485 This Committee Charter establishes the scope, licensing and initial participation terms for the
1486 Committee (named above, and is subject to the requirements of the Bylaws of the Open Mobility
1487 Foundation (“Foundation”). Parties participate in the Foundation’s activities, and are bound by the
1488 terms of this Charter, according to the terms of those Bylaws, their application for membership in the
1489 Foundation (if applicable) and their Contributor License Agreement(s). The Bylaws also contain rules
1490 for the administration, process and work products of the Committee.

1491

1492

1493

1494 1. Full Name of Committee: as stated above.

1495

1496 2. Short Name: STRATEGY COMM

1497 *(Please confine to ~12 characters, will be used in tags and metadata)*

1498

1499 3. Scope of Committee:

1500 *(This is a normative, binding statement.)*

1501 *(Please also see the supplemental purpose and deliverables information below.)*

1502

1503 The Strategy Committee enables public agencies and regulatory representatives to review and
1504 consider alignment of their policies and programs in support of urban mobility and mobility-
1505 as-a-service, and to assist in identifying current and future Foundation projects that support
1506 these policies. This may include creating functional requirements for automated systems to
1507 monitor and manage policies using historical or real-time data.

1508

1509 4. Duration of Committee: *(please circle one)*

1510 4a. Not limited

1511

1512 STRATEGY COMM

1513 5. Size of Committee: The maximum number of voting members of this Committee shall be: *(please*
1514 *circle one)*

1515 5b. The Board may limit or change the size of the Committee by resolution.

1516 Additional non-voting members of the Committee are: *(please circle one)*

1517 5c. Permitted and not limited

1518

1519 5f. The following additional restrictions (if any) are a requirement of Committee membership:

1520

1521 If the size of the voting membership of the Committee is limited, the Board of Directors may select
1522 from among qualified applicants if there are more applicants for voting membership than seats
1523 available.

1524

1525

1526 6. Members of Committee: Each person participating in the Foundation who (a) has delivered to the
1527 Executive Director a written indication of their willingness to join the Committee and receipt of a copy
1528 of this Charter, (b) meets any other restrictions listed above (such as qualifications and number of
1529 available seats) as determined by the Executive Director, and (c) has signed a properly completed
1530 Foundation Individual CLA.

1531

1532 7. Initial Committee Chairs: *(there may one or two)*

1533 Jacob Sherman , representing member City of Portland.

1534

1535 8. Constraint on Deliverables of the Committee: *(please circle one)*

1536 8b. Committee shall issue and seek to approve the deliverables listed below, but may issue and
1537 approve other deliverables so long as there are within the Scope stated above, and consistent with
1538 the other terms of this Charter and the Bylaws.

1539

1540 9. Anticipated Committee Deliverables: *(please list)*

1541 *(List may be normative; see question 8 above.)*

1542 *(If initial Contributions are anticipated as starting drafts for the Committee's work on a deliverable, it*
1543 *is recommended but not required that they also be noted below, with URLs if publicly available.)*

1544

1545 1. Review and compare urban mobility and mobility-as-a-service programs, with particular
1546 focus on the infrastructure of regulations, rules and public agency roles that support them.
1547 Provide comment as needed to the Foundation Architecture's assumptions and elements that
1548 describe or affect those rules and roles.

1549 STRATEGY COMM

1550

1551

1552 2. Review and comment on existing and future Foundation projects that support these rules
1553 and roles.

1554 3. Develop and/or review functional requirements for automated systems to monitor and
1555 manage policies using historical or real-time data.

1556

1557 10. Additional Non-Normative Statement of Committee Purpose (optional)

1558

1559 Cities often are interested in the use of Foundation technologies in order to implement,
1560 inform, and enable a variety of urban policies. The function of the Strategy Committee is to
1561 enable public agency experts to compare, review and align policies, and to provide feedback
1562 on the utility and functionality of current and future Foundation deliverables, and to review
1563 and compare plans and experience with urban mobility programs and policies.

1564

1565 11. Anticipated initial Committee repositories to conduct work, and initial maintainers:
1566 *(Please also note licensing terms, below. Contributors to the Committee must execute and deliver*
1567 *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)

1568

1569 12. Licensing model for the Committee:

1570 Each repository shall be subject to contributions made under Foundation CLAs that apply the Creative
1571 Commons CC-BY v4.0 License, unless a different license is proposed in the chart above, and approved
1572 when this Charter is approved (or amended). Note that patentable materials are out of scope for
1573 Foundation Committees.

1574 Each deliverable of any kind issued or approved by the Committee or published by the Foundation
1575 must conform to a template provided by the Foundation, which includes a clear and conspicuous
1576 statement of its licensure and that it is provided on an "AS IS" basis, with a disclaimer of warranties on
1577 behalf of the Foundation, its Members and participants, and the Host LLC.

1579 **APPENDIX F**

1580
1581 **OPEN MOBILITY FOUNDATION**
1582 **FORM OF INDIVIDUAL CONTRIBUTOR LICENSE AGREEMENT (CLA)**

1583
1584
1585 Please see the [attached] Instructions before submitting this form.

1586
1587 Contributor information

1588
1589 Your personal name: *

1590
1591 Your email address: **

1592
1593 Your GitHub Username: *

1594
1595 [A valid physical mailing address for you, including country:] *

1596
1597 If contributing on behalf of a third party†:

1598
1599 Please provide your employer's or organization's name, if you are contributing material as part
1600 of your employment or engagement with them: *

1601
1602 Name of that employer or organization's representative:

1603
1604 Email address for that representative: **

1605
1606 *, **, † *Please note the statements regarding use of these items in the CLA Instructions.*

1607
1608 **Agreement to License**

1609
1610 This CLA applies to all material ("Contributions"), including any original work of authorship and any
1611 modifications or additions to an existing work, that you send, post or otherwise explicitly submit for
1612 inclusion in any Foundation repository, now and in the future. Foundation repositories and the
1613 works created from them are governed by the Foundation Bylaws, which may also affect the
1614 application of this CLA.

1615
1616 You agree to license all of your rights in each of your Contributions, under the terms of the specific
1617 "Applicable License" designated in the LICENSE.MD file in the repository into which it is submitted (at
1618 the time you sign this form), for the benefit of both the Foundation and all later parties who that
1619 Applicable License benefits. The licenses granted there and in this CLA by you are perpetual,
1620 worldwide, non-exclusive and irrevocable, and include copyright permission to the Foundation to
1621 publish your Contributions without royalties, and permit others to do so, including in the ways
1622 described in the Foundation Bylaws. You may withdraw in the future from this CLA, and end your

1623 access to contribute to its repositories, but that withdrawal will not terminate your license already
1624 granted for any Contributions made while you still have that access.

1625

1626

Nonassertion Covenant

1627

1628 You also promise that you will not assert any royalty claims nor patent claims licensable by you that
1629 are necessarily infringed by an implementation of an approved Foundation Deliverable, against the
1630 Foundation or any user of that work, for any compliant implementation of that work.

1631

1632 Your promise to do so is irrevocable, but (a) will no longer apply to new Foundation Deliverables
1633 approved after you resign as a Contributor or depart from the Foundation; and (b) you may suspend
1634 or revoke that promise to any person who alleges in writing or files a suit asserting that your
1635 Contribution, or the work to which you have contributed, constitutes direct or contributory patent
1636 infringement.

1637

1638

Additional Terms

1639

1640 You represent that you have all of the legal rights necessary to license each of your Contributions
1641 under the terms of the Applicable License, and to make the promises stated in this CLA. If any part of
1642 your Contribution incorporates the original work of another party, or if you are employed by or
1643 contributing your work-for-hire supplied to another party, by signing this CLA you also confirm to us
1644 that you have received any necessary permissions from that party to submit your Contributions and
1645 grant these licenses and promises.

1646

1647 Most Foundation repositories are public, and most Foundation work is intended to create publicly-
1648 available materials. By signing, you agree that a record of your Contributions, including your
1649 identifying name and GitHub handle, may be permanently maintained and freely redistributed.

1650

1651

1652

[end]

1653

1654 **[Appendix F, continued]**

1655

1656

OPEN MOBILITY FOUNDATION

1657

Individual CLA INSTRUCTIONS

1658

1659

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

1660

1661

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.

1665

1666

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.

1667

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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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1674

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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1687

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:

1688

1689

1690

* 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.

1691

1692

** 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.

1693

1694

† 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.

1695

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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

1747 repositories and the works created from them are governed by the Foundation Bylaws, which may
1748 also affect the application of this eCLA.

1749

1750 You agree to license all of your rights in each of your Contributions, under the terms of the specific
1751 "Applicable License" designated in the LICENSE.MD file in the repository into which it is submitted (at
1752 the time you sign this form), for the benefit of both the Foundation and all later parties who that
1753 Applicable License benefits. The licenses granted there and in this eCLA by you are perpetual,
1754 worldwide, non-exclusive and irrevocable, and include copyright permission to the Foundation to
1755 publish your contributions without royalties, and permit others to do so, including in the ways
1756 described in the Foundation Bylaws. You may withdraw in the future from this CLA, and end your
1757 access to contribute to its repositories, but that withdrawal will not terminate your license already
1758 granted for any Contributions made by your representatives while you still have that access.

1759

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Nonassertion Covenant

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1762 You also promise that you will not assert any royalty claims nor patent claims licensable by you that
1763 are necessarily infringed by an implementation of an approved Foundation Deliverable, against the
1764 Foundation or any user of that work, for any compliant implementation of that work.

1765

1766 Your promise to do so is irrevocable, but (a) will no longer apply to new Foundation Deliverables
1767 approved after you resign or are terminated as a Member (or, if you signed this eCLA but are not a
1768 Member, after you notify the Foundation in writing that this eCLA is terminated); and (b) you may
1769 suspend or revoke that promise to any person who alleges in writing or files a suit asserting that your
1770 Contribution, or the work to which you have contributed, constitutes direct or contributory patent
1771 infringement.

1772

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Additional Terms

1774

1775 By signing this eCLA, you represent that:

- 1776 • You have all of the legal rights necessary to license each of the Contributions made by your
1777 representatives under the terms of the Applicable License, and to make the promises stated in
1778 this eCLA.
- 1779 • You have included in this eCLA (or will add) as listed representatives all contributors who are
1780 making Contributions of your work as your representatives.
- 1781 • If any part of those Contributions incorporates the original work of another party, whether or
1782 not affiliated with you, you also confirm to us that you have received any necessary
1783 permissions from that party to submit your Contributions and grant these licenses and
1784 promises.

1785

1786 Most Foundation repositories are public, and most Foundation work is intended to create publicly-
1787 available materials. By signing, you agree that a record of the Contributions made by your
1788 representatives, including the identification of you as a contributing entity, may be permanently
1789 maintained and freely redistributed.

1790

1791

[end]

1792 [Appendix G, continued]

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1794

OPEN MOBILITY FOUNDATION

1795

Entity CLA INSTRUCTIONS

1796

1797

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

1798

1799

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.

1808

1809

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.

1810

1811

1812

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:

1813

1814

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

1815

1816

- 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.

1817

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1820

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.

1830

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1833

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:

1834

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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.

1837

1838

** 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.

1839

1840 You may submit a CLA by clicking the "Accept" button on the form. You should then receive an email message
1841 from _____@_____.org with the subject line "Open Mobility Foundation Confirmation". Please reply
1842 to that email message, to confirm that the information submitted in the CLA form is correct, and that you
1843 submitted the CLA. Questions may also be submitted directly to Foundation staff at any time: send general
1844 questions to _____@_____.org and CLA-related questions to _____@_____.org.

1845 We look forward to your participation and contributions to better urban mobility practices!

1846

APPENDIX H

1847

OPEN MOBILITY FOUNDATION

1848

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.

1872

1873 **APPENDIX I**

1874
1875 **OPEN MOBILITY FOUNDATION**
1876 **CODE OF CONDUCT**

1877
1878
1879 **Introduction**

1880 The Open Mobility Foundation (OMF) community is made up of professionals and volunteers
1881 from all over the world committed to the Foundation's mission of promoting and developing
1882 open source projects, standards activities, and related software and technology programs to
1883 address the challenges associated with urban mobility and transportation in the 21st century.

1884 Because we are a global community of public and private collaborators and believe that our
1885 civility and diversity is our strength, we have adopted the following code of conduct to promote
1886 and ensure an open, fair, welcoming, inclusive, and professional environment. This code of
1887 conduct applies equally to all participants, including board members, council, working group
1888 and committee members, project team leads, core contributors, mentors, user group leaders
1889 and participants, and those seeking help and guidance.

1890 The OMF Code of Conduct also applies to all resources managed or authorized by the
1891 Foundation, including Wiki or Git channels, the mailing lists, issue trackers, OMF-sponsored
1892 events and projects. In some cases, violations of this code outside of the Foundation's scope
1893 may affect a person's ability to participate in our community.

1894 Please note that the Foundation also has established a Conflict-of-Interest Policy,
1895 Whistleblower Policy and Antitrust Guidelines in its Bylaws, that also apply to Foundation
1896 participation and some types of interactions and behavior,

1897 \We ask that you take this code in the spirit in which it is meant. OMF expects all members of
1898 the community to work together in an appropriate, a respectful, professional way to achieve
1899 the best possible outcomes for the stakeholders we seek to serve: the people who live, work,
1900 and play in our cities. If you believe someone is violating our Code of Conduct, please see our
1901 Reporting Guidelines below.

1902 **Our Expectations:**

1903 The Foundation expects all members of the community to:

- 1904 • *Collaborate openly* – Collaboration is central to the success of the Foundation. If we don't
1905 work well together, we fail to achieve our mission, which includes the creation of widely usable
1906 and widely-understood practices and data structures that can be embraced and implemented
1907 by many different communities. If we don't work openly together, we risk losing the trust of
1908 our colleagues and those who will benefit from our efforts. Work transparently; involve other
1909 stakeholders; do not create private forms of communication that take away transparency or
1910 exclude other contributors and collaborators. The Foundation's Bylaws require that all
1911 meetings (with some limited exceptions) must be conducted openly, and that records of all
1912 actions be made available to all members. That openness rule requires that meetings be

1913 properly called and scheduled in advance; and conducted so as to permit the presence of as
1914 many participants as is logistically feasible. However, presiding officers are permitted to take
1915 the steps described in this Code to maintain orderly meetings, and may limit the right to speak
1916 at a panel's meeting to members of the panel in question; and meetings are not obligated to
1917 accommodate all visitors beyond reasonable feasibility limits. Nonmember and public
1918 comment facilities will be maintained through the Foundation's repository system.

1919 • *Be welcoming* – We strive to be a community that welcomes and supports people of all
1920 backgrounds and identities. This includes, but is not limited to, members of any race, ethnicity,
1921 culture, national origin, color, immigration status, social and economic class, educational level,
1922 sex, sexual orientation, gender identity and expression, age, size, family status, political belief,
1923 religion and mental and physical ability.

1924 • *Be considerate* – Our work will be used by other people, and we in turn will depend on the
1925 work of others. Any decision we take will affect users and colleagues, and we should take those
1926 consequences into account when making decisions. Recognize that you don't have all the
1927 answers.

1928 • *Be respectful* – Not all of us will agree all the time, but disagreement is no excuse for poor
1929 behavior and poor manners. We might all experience some frustration now and then, but we
1930 cannot allow that frustration to turn into a personal attack. It's important to remember that a
1931 community where people feel uncomfortable or threatened is not a productive one. Members
1932 of the community should be respectful when dealing with other contributors as well as with
1933 people outside of the community and with users of the projects managed by the Foundation.

1934 • *Address disagreements honestly and respectfully* - Disagreements happen all the time. They
1935 are critical to robust dialog and innovation. Disagreement is a sign that an issue matters. The
1936 key is to disagree and discuss differing views constructively. Foundation participants should
1937 develop and test ideas impartially, without finding fault with the colleague proposing the idea.
1938 We dispute ideas by using reasoned argument, rather than through intimidation or ad
1939 hominem attack. Focus on helping to resolve issues and learning from mistakes.

1940 **We take the following very seriously:**

1941 We take the following very seriously, and any violations may impact your ability to participate
1942 in The Foundation community.

1943 *Respect the election, voting and consensus process.* Members of the OMF community should
1944 respect that elections and votes are some of the mechanisms designed to enable the
1945 community to reach consensus, make decisions, and make progress on our common mission.
1946 Open respectful debate is welcome and accepted. Thwarting the ability of others to express
1947 their votes, ballot stuffing, or other deceptive practices or rule abuse are not.

1948 *Be careful with your words and actions.* We are a community of professionals, and we conduct
1949 ourselves professionally. Do not insult or put down other participants. Harassment and other
1950 exclusionary behavior is not acceptable and should be reported. This includes but is not limited
1951 to:

- 1952 • Violent threats or language directed against another person.
- 1953 • Discriminatory jokes and language.
- 1954 • Posting sexually suggestive, explicit or violent material.
- 1955 • Posting (or threatening to post) other people's personally identifying information
- 1956 ("doxing").
- 1957 • Personal insults, especially those using racist or sexist terms.
- 1958 • Unwelcome sexual attention.
- 1959 • Advocating for, or encouraging, any of the above behavior.
- 1960 • Repeated harassment of others. In general, if someone asks you to stop, then stop.

1961 Do not abuse the OMF rules and processes. The rules and processes of OMF are designed to
1962 enable cities, urban mobility experts, software developers, and others work effectively together
1963 to achieve

1964 **Presiding over meetings**

1965 Each committee, working group and other panel within the Foundation has one or more
1966 presiding chairs or similar officials, who are responsible for running its meetings, and
1967 moderating its live and online discussions. Those presiding officials are empowered to suspend
1968 or postpone discussions and debates when this Code is violated, and to exclude participants
1969 who violate this Code, if necessary to maintain the orderly, respectful progress of the
1970 Foundation's business, but all subject to the right of any party to appeal those decisions as
1971 provided below.

1972 **Process to file complaint**

1973 If you believe that this Code of Conduct is being violated, or you are being harassed, or you
1974 believe that you have been wrongly accused of violating the Code of Conduct or have any other
1975 concerns, (a) please contact the Foundation's Executive Director, unless (b) the Executive
1976 Director's actions are the basis for the wrongful conduct, in which case, please contact the
1977 posted Point of Contact for the Managers of the OASIS Open Development Foundation, LLC (the
1978 Host LLC).

1979 Be prepared to provide as much of the following information as possible in writing to that party
1980 receiving the report (the Responding Party): identifying the person or group you believe is
1981 violating or misusing the Code of Conduct, the nature and date(s) of the violation, other people
1982 involved, and whether or not you prefer your complaint to be kept anonymous.

1983 The Responding Party will be responsible for notifying the alleged offender of the complaint,
1984 investigating the complaint, determining the violation, if any, determining the appropriate
1985 penalty or corrective action, if any, and communicating the resolution to the parties involved.
1986 The Responding Party may, if appropriate, share the report or appropriate portions of it with
1987 the Foundation Board of Directors and/or the Host LLC Managers.

1988 Penalties or corrective actions may include:

1989 • Directing the offender to cease the behavior and warning that any further violations will
1990 result in sanctions

1991 • Banning or suspending the offender from Wiki or Git channels or mailing lists or other
1992 communications channels controlled by the Foundation

1993 • Ending any or all volunteer responsibilities or privileges that the offender holds from the
1994 Foundation (either indefinitely or for a certain time period)

1995 • Banning the offender from Foundation projects or sponsored events (either indefinitely or
1996 for a certain time period)

1997 • Removing the offender from membership or participation in the Foundation

1998 • Reversing decisions or approvals made by, influenced by, or led by the offender if such are
1999 deemed to be attributable to the wrongful behavior.

2000

2001 The Foundation gratefully acknowledges the OpenStack Foundation, the IETF, the JS
2002 Foundation, the Apache Software Foundation, the Contributor Covenant, and OASIS Open
2003 Projects, from whose codes of conduct many of these processes and procedures are drawn.

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APPENDIX J

**OPEN MOBILITY FOUNDATION
CONFLICT OF INTEREST POLICY**

Article I Purpose

2012 The purpose of this conflict of interest policy is to protect the interests of the Foundation and
2013 the Host LLC when the Foundation contemplates entering into actions or arrangements that
2014 might benefit the private interest of an officer or director of the Foundation or might result in a
2015 possible excess benefit transaction. This policy supplements but does not replace any
2016 applicable state and federal laws governing conflicts of interest.

Article II Definitions

2018 *Interested Person.* Any Board member, Foundation officer, or person exercising delegated
2019 authority as described in Article III, who has a direct or indirect Financial Interest, as defined
2020 below, is an Interested Person for purposes of this policy.

2021 *Financial Interest.* A person has a Financial Interest with respect to a proposed transaction,
2022 arrangement or appeal, if the person has, directly or indirectly, through business, employment,
2023 investment, or family:

- 2024 • An ownership or investment interest in any entity with which the Foundation has or
2025 proposes to have a transaction or arrangement or adjudicates an appeal,
- 2026 • A compensation arrangement with the Foundation or with any entity or individual with
2027 which the Foundation has or proposes to have a transaction or arrangement or
2028 adjudicates an appeal, or
- 2029 • A likely potential ownership or investment interest in, or compensation arrangement
2030 with, any entity or individual with which the Foundation has or proposes to have a
2031 transaction or arrangement or adjudicates an appeal.

2032 *Compensation* includes direct and indirect remuneration as well as gifts or favors that are not
2033 insubstantial. A Financial Interest is not necessarily a Conflict of Interest. Article III of this
2034 Policy provides a description of how the Board determines whether a Conflict of Interest exists.

Article III Procedures

2036 *Duty to Disclose.* Members of the Board and Foundation officers must disclose to the Board
2037 and the Host LLC the existence of a Financial Interest and all material facts that may give rise to
2038 an actual or possible Conflict of Interest, when the Board considers the proposed transaction,
2039 arrangement or appeal.

2040 *Determining Whether a Conflict of Interest Exists.* When a Board member or Foundation
2041 officer's actual or possible Conflict of Interest has been brought to the attention of the Board

2042 and the Host LLC, that person shall have an opportunity to discuss the matter with the Board.
2043 Immediately afterwards, if the affected member or officer does not agree that an actual or
2044 possible Conflict of Interest exists, then that person shall leave the Board meeting while the
2045 determination of a Conflict of Interest is discussed and voted upon. The remaining Board
2046 members shall decide if a Conflict of Interest exists, before the Board takes action on the
2047 proposed transaction, arrangement or appeal.

2048 *Procedures for Addressing the Conflict of Interest.* Once a determination has been made that a
2049 Conflict of Interest exists, the Interested Person may make a presentation at the Board meeting
2050 on the matter in question, but after the presentation, he or she shall leave the meeting during
2051 the discussion of, and the vote on, the relevant transaction, arrangement or appeal. If the
2052 Board deems it appropriate, the chairperson of the Board shall appoint a disinterested person
2053 or committee to investigate alternatives to a relevant proposed transaction or arrangement:

2054 After exercising due diligence and receiving the report of that person or committee, the Board
2055 shall determine whether the Foundation can obtain with reasonable efforts a more
2056 advantageous transaction or arrangement with a person or entity that would not give rise to a
2057 Conflict of Interest.

2058 If a more advantageous transaction or arrangement is not reasonably possible under
2059 circumstances that do not produce a Conflict of Interest, the Board shall determine by a
2060 majority vote of the disinterested Board members whether the transaction or arrangement is in
2061 the best interest of the Foundation, for its own benefit, and whether it is fair and reasonable,
2062 which findings shall (subject to the provisions of the Host LLC Operating Rules) govern its
2063 decision whether to enter into the transaction or arrangement.

2064 *Violations of the Conflicts of Interest Policy.* If the Board has reasonable cause to believe a
2065 Board member or Foundation officer has failed to disclose an actual or possible Conflict of
2066 Interest, it shall inform the person of the basis for such belief and afford her or him an
2067 opportunity to explain the alleged failure to disclose. If, after hearing the person's response and
2068 after making further investigation as warranted by the circumstances, the Board determines
2069 that the person has failed to disclose an actual or possible Conflict of Interest, it shall notify the
2070 Host LLC and take appropriate disciplinary and corrective action.

2071 *Committees and Persons Exercising Delegated Authority.* The procedures and requirements of
2072 this Policy applicable to the actions, meetings and members of the Board of Directors, and
2073 Foundation officers, also shall apply to any committee exercising delegated power of the Board
2074 of Directors, and any person exercising the delegated power of a Foundation officer,
2075 respectively.

2076 **Article IV Records of Proceedings**

2077 The minutes of the Board shall contain:

- 2078 • The names of the persons who disclosed or otherwise were found to have a Financial
2079 Interest in connection with an actual or possible Conflict of Interest, the nature of the

2080 Financial Interest, actions taken to determine whether a Conflict of Interest was
2081 present, and the Board's decision as to whether a Conflict of Interest in fact existed.

- 2082 • The names of the persons who were present for discussions and votes relating to the
2083 relevant transaction, arrangement or appeal, any alternatives discussed, and a record of
2084 the individual votes cast in connection with the Conflict of Interest proceedings.

2085 **Article V Compensation**

2086 A Board member or Foundation officer who receives compensation, directly or indirectly, from
2087 the Foundation for services may not vote on matters pertaining to that person's compensation,
2088 but is not prohibited from providing information to the Board, or any of its committees,
2089 regarding compensation.

2090 **Article VI Annual Statements**

2091 Each Board member and Foundation officer shall sign a statement annually which affirms that
2092 such person has received a copy of this Policy, has read and understands this Policy, and
2093 understands that the Foundation and the Host LLC maintain not-for-profit and tax-exempt
2094 status, and must engage primarily in activities which accomplish their permitted exempt
2095 purposes.

2096 **Article VII Periodic Reviews**

2097 To ensure that the Foundation operates in a manner consistent with its non-profit purposes
2098 and its status as an organization exempt from federal income tax, the Board shall authorize and
2099 oversee periodic reviews on at least an annual basis of the administration and continuing
2100 suitability of, this Conflict of Interest Policy in consultation with the Host LLC.

2101 **APPENDIX K**
2102 **OPEN MOBILITY FOUNDATION**

2103 **WHISTLEBLOWER POLICY**

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2107 The Foundation and the Host LLC are committed to high standards of ethical, moral, and legal
2108 business conduct, and are further dedicated to acting in good faith with those individuals who
2109 raise concerns regarding incorrect financial reporting, unlawful activity, or otherwise improper
2110 conduct.

2111 This Whistleblower Policy aims to provide individuals with an avenue for raising such concerns,
2112 and to reassure such individuals that they will be protected from reprisal or victimization as a
2113 consequence of reporting the alleged wrongdoing of any officer, director, employee, or agent
2114 of the Foundation.

2115 **Statement of Policy**

2116 No officer, director, employee, or agent of the Foundation shall take any harmful action with
2117 the intent to retaliate against any person, including interference with employment or
2118 livelihood, for providing to a law enforcement officer any truthful information relating to the
2119 commission or possible commission of any offense. Nor will any officer, director, employee, or
2120 agent of the Foundation take any harmful action with intent to retaliate against any person for
2121 reporting to an appropriate senior management or official of the Foundation or the Host LLC
2122 the suspected misuse, misallocation, or theft of any Foundation resources, or suspected or
2123 fraudulent or dishonest conduct.

2124 **Safeguards**

2125 *Harassment or Victimization* – The Foundation and the Host LLC will not tolerate the
2126 harassment or victimization of any employee who raises concerns under this policy.

2127 *Confidentiality* – The Foundation and the Host LLC will make every effort to treat a
2128 complainant's identity with an appropriate regard for confidentiality, with the understanding
2129 that the details of complaints may need to be shared with others in order to investigate such
2130 complaints properly.

2131 *Anonymous Allegations* – Because a thorough investigation often depends on an ability to
2132 gather additional information, the Foundation and the Host LLC encourage complainants to put
2133 their names to allegations of wrongdoing. The Foundation and the Host LLC will explore
2134 anonymous allegations to the extent possible, but will weigh the prudence of continuing such
2135 investigations against the likelihood of confirming the alleged facts or circumstances from
2136 attributable sources.

2137 *Bad Faith Allegations* – Allegations made in bad faith may result in disciplinary action.

2138 **Procedure**

2139 Process for Raising a Concern:

2140 *Reporting* – The Foundation and the Host LLC intend this policy to be used for serious and
2141 sensitive issues. Such concerns, including those relating to financial reporting or unethical or
2142 illegal conduct may be reported directly to the Foundation’s Executive Director.

2143 Employment-related concerns should be reported through supervisors.

2144 In the event that an individual's concern rises to the level that he/she reasonably believes that
2145 notice to the Executive Director will be disregarded or otherwise not fairly considered, the
2146 individual may then report violations or suspected violations to the posted Point of Contact for
2147 the Managers of the Host LLC.

2148 *Timing* – The earlier a concern is expressed, the easier it is to take action.

2149 *Evidence* – Although a complainant is not expected to prove the truth of an allegation, he or she
2150 should be able to demonstrate that he or she has made a report in good faith. The Foundation
2151 and the Host LLC may not be able to fully evaluate vague or generalized complaints.

2152 How the Report of Concern Will Be Handled:

2153 *Initial Inquiries* – The Executive Director or Host LLC Managers will make initial inquiries in
2154 consultation with legal counsel, if necessary, to determine whether or not further investigation
2155 is necessary or appropriate.

2156 *Further Information* – The Executive Director or Host LLC Managers may seek further
2157 information from any officer, director, employee, or agent of the Foundation, and shall take all
2158 reasonable precautions to protect the identity of the complainant to the extent possible while
2159 doing so.

2160 *Reporting* – The Board of Directors shall receive information on each complaint. The Board of
2161 Directors will determine an appropriate response to a report of concern, in consultation with
2162 the Host LLC and the Executive Director and, if necessary, legal counsel. Officers, directors,
2163 employees, and agents of the Foundation who may be implicated in such reports shall not
2164 participate in any deliberation of the Board of Directors related to the complaint, except to
2165 present information directly to the Board on his or her own behalf.

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END OF BYLAWS

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