

# OPEN MOBILITY FOUNDATION BYLAWS (v1.41) APPROVED<sup>1</sup>

4 1. The Foundation.

5           **1.1. Short Name.** This organization shall be called the Open Mobility Foundation (or in  
6 this document, the “Foundation”).

7       **1.2. Description and Scope.** The Open Mobility Foundation is a not-for-profit  
8 organization that sponsors, develops and promotes open source software projects, standards  
9 activities, and related software and technology programs associated with urban mobility and  
10 transportation, that conform to the "Open Mobility Design Principles" attached as **APPENDIX A**.  
11 Because of the central role of municipalities in establishing and coordinating urban  
12 transportation policy, The Foundation uses a tiered governance structure, in which scope and  
13 strategy are directed by cities, while technical implementation is developed and managed by all  
14 stakeholders including private and commercial entities.

15           **1.3. These Bylaws.** The purpose of this document is to establish operating and  
16 procedural rules for the Foundation, its governance and its technical activities, and to specify  
17 the scope of its operations.

18        **1.4. Legal Name and Establishment.** The Foundation is established as a distinct series  
19 entity hosted by the OASIS Open Development Foundation, LLC, a Delaware series limited  
20 liability company (the “Host LLC”), under the Charter and Series Agreement attached as  
21 **APPENDIX B (“Series Agreement”)**. The full legal name of the Foundation is: OASIS Open  
22 Development Foundation, LLC, Open Mobility Foundation Series. The role of the Host LLC is to  
23 provide certain administrative functions as provided in the Operating Rules published by the  
24 Host LLC at [URL] (the “Host LLC Operating Rules”), to assist the Foundation in maintaining its  
25 non-profit status and compliance with accounting and legal requirements, and to provide other  
26 services if requested by the Foundation’s Board of Directors.

## **27 2. Membership and Dues.**

28        **2.1. Membership.** The “Members” of the Foundation are entities who join by  
29 following the process described in this Section 2. Only entities and organizations may be  
30 Members. Individuals may participate as Contributors (as defined in Section 2.4) and may join  
31 specific Foundation activities as provided below, but are not eligible to be Members.

32       **2.2. Classes of Members.** Foundation Members shall be either Public Members or  
33 Non-Public Members. A "Public Member" is a government entity. A "Municipal Member" is a  
34 Public Member that manages traffic on the public right of way for a particular jurisdiction. A  
35 "Non-Public Member" is a Member which does not qualify as a Public Member. By resolution,  
36 the Foundation's Board of Directors may establish a subclass of "Associate Member," within  
37 the class of Non-Public Members, that may have different membership requirements, dues and

<sup>1</sup> This v1.41 of the Bylaws, dated January 17, 2020, contains corrections to scrivener's errors. v1.40 of the bylaws, dated January 3, 2020, were approved by the OMF Board by an electronic ballot ending on January 3, 2020. 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. The Dues for classes of Member are set from time to  
46 time by the Foundation’s Board of Directors after consultation with all stakeholders, and may  
47 vary by size or nature of participant. Dues when paid entitle a Member to participate as a  
48 Member for one year from the date of payment, and are nonrefundable. Members cease to be  
49 Members when they either cease paying Dues, withdraw (on a form or document specified by  
50 the Executive Director), or are terminated as provided in Section 7.

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

62         **3. Governance.**

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

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

- 71             • approves and amends Working Group Charters and Committee Charters;
- 72             • may initiate and close Working Groups and Committees;
- 73             • may establish liaisons with external organizations, and adopt procedures for  
74                 their administration, in a manner that conforms to the requirements of these  
75                 Bylaws;

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

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

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

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

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

109       3.1.2. *Board Vacancies.*

110       *Filling an interim vacancy in an unexpired Board term:* Resignation by a Board member  
111       from that person's employment by a Public Member entitles that Member to name a  
112       replacement Board member from among eligible employees for the remainder of the unserved  
113       term. Failure to do so within 30 days, or the departure or termination of the Public Member

114 from the Foundation, creates a vacancy, which shall be filled by the Board of Directors from  
115 among nominees solicited from eligible Public Members for the remainder of the unserved  
116 term.

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

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

130       3.1.4. *Initial Board of Directors:*

131           Rob Spillar nominated by the City of Austin, TX (two-year term)  
132           Seleta Reynolds nominated by the City of Los Angeles, CA (two-year term)  
133           Jeff O'Brien nominated by the City of Louisville, KY (two-year term)  
134           Carlos Cruz-Casas nominated by Miami Dade County, FL (two-year term)  
135           Robin Hutcheson nominated by the City of Minneapolis, MN (two-year term)  
136           Rodney Stiles nominated by the City of New York, NY (two-year term)  
137           Chris Warner nominated by the City of Portland, OR (one-year term)  
138           Michael Carroll nominated by the City of Philadelphia, PA (one-year term)  
139           Ramses Madou nominated by the City of San Jose, CA (one-year term)  
140           Francie Stefan nominated by the City of Santa Monica, CA (one-year term)  
141           Sam Zimbabwe nominated by the City of Seattle, WA (one-year term)  
142           Tom Maguire nominated by the City of San Francisco, CA (one-year term)  
143           Jeff Marootian nominated by the City of Washington, DC (one-year term)

144           **3.2. Technology Council**

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

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

156           The Council shall conduct its business and decision-making as provided in Section 3.3.

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

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

163           **3.2.1. *Council Membership, Eligibility.***

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

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

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

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

185       3.2.2. *Architectural Landscape Statement*. The Technology Council shall review and  
186 recommend to the Board an initial and successive Architectural Landscape Statements (or  
187 “Architecture”) for the Foundation that describes:

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

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

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

- 207           (i) at an in-person meeting after at least 30 days prior written notice to all individual  
208           members; or
- 209           (ii) at a telephonic meeting after at least 7 days prior written notice to all individual  
210           members (but this requirement only applies to the notification of the first meeting of  
211           automatically recurring teleconference meetings); or
- 212           (iii) by an electronic vote circulated to all individual members by the Executive Director  
213           (or her Staff designee) in a clear and unambiguous ballot with only “yes” and “no”  
214           options, and the voting must remain open for no less than 7 days; or
- 215           (iv) in the case of the Board of Directors, by a unanimous written consent signed by all  
216           then-seated Board members.

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

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

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

232       **3.5. Foundation Staff and Budget.** The Foundation may engage individuals ("Staff") to  
233 conduct specific tasks for the Foundation consistent with these Bylaws, its approved Budget,  
234 and the Host LLC Operating Rules.

235       **3.5.1. Executive Director.** The Foundation shall have an Executive Director whose  
236 responsibilities shall include organizing meetings, organizing voting, identifying new Working  
237 Groups, tracking Technology Council, Working Group and Committee progress, those duties set  
238 forth in the Series Agreement, proposing an annual Budget, supervising the Staff, and such  
239 other responsibilities as may be approved by the Board. The Board may terminate the  
240 Executive Director and select a new Executive Director from time to time, subject to the Host  
241 LLC Operating Rules.

242       **3.5.2. Initial Executive Director.** James Bryce Clark

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

250       **3.5.4. Initial Treasurer.**

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

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

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

273        Funds generated from Dues or Donations that are paid by organizations, entities or  
274 individuals that either are

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

277            (y) their affiliates, or

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

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

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

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

293       **3.7 Concentrations of Members on the Board of Directors.** In order to ensure  
294 diversity of stakeholders, no more than one member of the Board of Directors from the same  
295 or overlapping jurisdictions may be seated or serve at the same time.

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

303       **4. Working Groups and Committees.**

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

307       **4.1 Working Groups.**

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

313       **4.1.1 WG Charters.** Any initial WG Charters are attached as **APPENDIX D**. A new WG  
314 Charter may be proposed by any Member, but the normal practice is for new WGs to be  
315 proposed by the Technology Council and approved as part of the review of the Architecture.  
316 The Board of Directors may elect to delegate preparatory work to a limited-life Committee to  
317 study the need for a new WG and draft its Charter. Subsequently the Board of Directors may  
318 amend the Charter of an existing WG to incorporate new requirements or other changes  
319 necessitated by revisions to the Architecture. The Board may elect to combine Working Groups  
320 by approving a combined single Charter, or to divide the work of a WG by allocating its scope,  
321 deliverables and repositories among multiple revised Charters.

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

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

- 332        Thereafter the WGSC may revise the set of roles and appoint, replace and revise the  
333        team as necessary to accommodate WG activities.
- 334        • The organization of the WGSC and its initial membership.
- 335        • Specific requirements for Contributors to the WG. If not otherwise specified in its  
336        Charter, any Contributor may join a WG.
- 337        • The review policy for Deliverables from the WG. By default, the methodology described  
338        in Section 5 will be used. However, for some kinds of Deliverables, especially software  
339        which is developed according to Continuous Integration practices, the review processes  
340        and timetables described in that section may be inappropriate. In such cases the WG  
341        Charter may specify an alternative model, subject to the limitations noted in Section 5.
- 342        • The licensing model for the WG. The default required licensing for work of each WG, to  
343        be altered by the Board only in exceptional circumstances, is the Apache v2.0 License.
- 344        4.1.2. *WG Steering Committee*. Each WG is administered by a WG Steering Committee  
345        (“WGSC”) composed of five Contributors to the WG subject to the eligibility rules in this section.  
346        The WGSC is responsible for assigning maintainer and reviewer roles to Contributors of the WG,  
347        and determining the status of Deliverables.
- 348        All WGSC members must be, and remain during their term, an employee or  
349        representative of a Member of the Foundation, must be nominated by the Member who  
350        employs or engages them, and serve subject to the consent of that Member. WGSC members  
351        shall be elected or appointed to one-year terms. The initial WGSC members are designated in  
352        the WG’s initial Charter, and thereafter shall be elected each year by all those WG Contributors  
353        who either are employed by Foundation Members or are Appointed Representatives of  
354        Foundation Members (as defined above).
- 355        Resignation or termination of a WGSC member from that person’s representation of a  
356        Member, or the departure or termination of that Member from the Foundation, or her  
357        individual resignation or termination from the Council, creates a WGSC vacancy, which shall be  
358        filled by the Board of Directors from among the nominees of eligible Members for the  
359        remainder of the unserved term.
- 360        Each WGSC shall elect one or two chairs from among its members, who serve at the  
361        pleasure of the WGSC members. The Charter of a WG may stipulate that at least one of the  
362        chairs represents a Public Member. The chairs of the various WGSCs shall coordinate their  
363        activities as they see fit, and periodically report progress to the Technology Council.
- 364        4.1.3. *WG Deliverables*. Deliverables from a WG are developed by its Contributors, and:
- 365        • May be proposed policies, designs, specifications, code, APIs, regulations or otherwise.
- 366        • Constitute recommendations to the Board: WGs are not empowered to speak for or  
367        approve work for the Foundation.
- 368        • Must be within the Scope described in the WG’s Charter.

369           **4.2 Foundation Committees.**

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

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

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

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

403           4.2.2. *Committee Chairs.* Each Committee is administered by its chair or chairs. The  
404 Committee is responsible for assigning maintainer and reviewer roles to Contributors of the  
405 Committee, and the chair or chairs supervise those roles.

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

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

412        **4.2.3. Committee Deliverables.** Deliverables from a Committee are developed by its  
413 members, and:

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

420 **4.3. Consensus, Voting and Approval.**

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

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

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

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

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

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

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

457           **4.4 Appointed Representatives; Concentrations of Members.** A Foundation Member  
458 may appoint one or more non-employee Appointed Representatives to represent and make  
459 Contributions on behalf of that entity in a Working Group or Foundation Committee, in the  
460 same manner provided in Section 3.6. The concentration limitations of Section 3.7 also shall  
461 apply to the membership of each WGSC and each Foundation Committee.

## 462 5. Progression and Status of Deliverables; Liability.

463       **5.1. Working Draft; Document; Deliverable.** Any participant in a Working Group or  
464 Foundation Committee may submit a proposed initial draft document on a topic conforming to  
465 the panel's Charter as a candidate Draft Deliverable of that Working Group. The WGSC chair(s)  
466 or Committee chair(s) will designate each submission as a "Working Draft" document.  
467       **Document** as used here includes any versions of a document, statement or communication  
468 made for the purpose of creating, commenting on, revising, updating, modifying, or adding to  
469 any work product that is to be considered by a Working Group or Foundation Committee.  
470       **Deliverable** as used in these Bylaws means any output from the Foundation or one of its  
471 panels, including Working Drafts, Draft Deliverables, Working Group Approved Deliverables,  
472 Committee Approved Deliverables and Foundation Deliverables.

473       **5.2. Draft Deliverable.** Each Working Draft document of a Working Group or  
474 Foundation Committee must be approved by the Working Group or Foundation Committee in  
475 order to become a “Draft Deliverable.” Once the Working Group or Foundation Committee  
476 approves a document as a Draft Deliverable, the Draft Deliverable becomes the basis for all  
477 forward work on that deliverable.

478       **5.3. Working Group Approved or Committee Approved.** Once a Working Group or  
479 Foundation Committee believes it has achieved the objectives for a Draft Deliverable and that it  
480 conforms to the requirements of its Charter, it should approve the Draft Deliverable, thereby  
481 conferring "Working Group Approved" or "Committee Approved" status on it. The WGSC  
482 chair(s) or Committee chair(s) must notify all such approvals to the Executive Director.

483       **5.4. Foundation Approval.** The Executive Director or a designee will present each  
484 Working Group Approved Draft Deliverable to the Technology Council for its review and  
485 recommendation, at least 75 days prior to the desired date of Board approval. Upon the earlier  
486 of (a) delivery of the Technology Council's report on that proposal to the Board, or (b) 60 days  
487 after its presentation to the Technology Council, the Executive Director or her designee will  
488 present that Approved Draft Deliverable to the Board of Directors, along with any report from  
489 the Technology Council, for approve by the Board.

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

493       Upon such approval by the Board, that Draft Deliverable will be designated a  
494 "Foundation Deliverable," and deemed suitable for widespread use.

495       **5.5. Publication and Submission.** Upon the designation of a deliverable as a  
496 Foundation Deliverable, the Executive Director will publish the Foundation Deliverable in a  
497 manner provided by Foundation policies or otherwise agreed upon by the Board of Directors.  
498 Unless the Board specifies otherwise in its approval, Foundation Deliverables will be freely  
499 available to the public. Any publication of a Foundation Deliverable must include the licensing  
500 terms under which the Foundation Deliverable and/or ancillary materials (such as source code)  
501 are being made available, as specified in the applicable Charter(s).

502       **5.6 Alternative Approaches.** As noted in Section 4.1.1, the charter of a WG may  
503 prescribe an alternative model for the progression of Deliverables which may be better suited  
504 to the kind of Deliverables for which the WG is responsible, provided that:

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

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

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

516       **5.7 Liability for Deliverables.** Each Deliverable of any kind published, issued or  
517 approved by the Foundation or any of its panels must conform to a template provided by the  
518 Foundation, which includes a clear and conspicuous statement of (a) its licensure and (b) the  
519 following text (or equivalent disclaimer language approved by the Executive Director):

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

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

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

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

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

## 540 **6. Contributions and Licensing**

541       **6.1. Contributions.** “Contribution” means any original work of authorship, including  
542 any modifications or additions to an existing work, that a Contributor intentionally submits to  
543 the Foundation for use, or for potential inclusion in a Draft Deliverable or Foundation  
544 Deliverable. For the purposes of this definition, “submit” means any form of electronic, oral, or  
545 written communication for the purpose of discussing and improving the work in question.

546       **6.2. Individual CLAs.** The Board shall approve and maintain one or more Individual  
547 Contribution License Agreement (“Individual CLA”) forms, initially in the form attached as  
548 **APPENDIX F**, which all Contributors are required to sign. The Board of Directors may amend  
549 the form of Individual CLA, and develop additional specific forms to reflect the requirements of  
550 particular legal jurisdictions. Each Individual CLA shall provide at a minimum for agreement by  
551 the Contributor to:

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

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

- 563 • Agree not to assert any patent claims against conformant implementations of  
564 Foundation Deliverables approved during the Contributor's participation.

565       **6.3. Entity CLAs.** The Board shall approve and maintain one or more Entity  
566 Contribution License Agreement ("Entity CLA") forms initially in the form attached as  
567 **APPENDIX G**, which companies, agencies, and other entities may be required to sign if they  
568 make Contributions of the entity's intellectual property through an Appointed Representative.  
569 The Board of Directors may amend the form of Entity CLA, and develop additional specific  
570 forms to reflect the requirements of particular legal jurisdictions. Each Entity CLA shall provide  
571 at a minimum for agreement by the entity signing it to:

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

581       **6.4 CLA Maintenance.** A permanent record of the agreement by each Contributor to  
582 the Individual CLA and each entity to an Entity CLA shall be maintained and publicly posted by  
583 the Executive Director. Modifications by the Board of the form of Individual CLA or Entity CLA  
584 shall have no effect on previously executed versions.

585 **7. Withdrawal and Termination.**

586       **7.1. Foundation Term and Termination.** The term of this agreement is as provided in  
587 the Host LLC Operating Rules. Upon a Major Decision vote of the Board of Directors, the  
588 Foundation shall terminate as of the effective date designated in that vote. The Executive  
589 Director will coordinate with the Host LLC to facilitate any such termination.

590       **7.2. Withdrawal.** A Member, Board member, Technology Council member, Working  
591 Group member or Committee member may withdraw from that respective post at any time by  
592 notifying the Executive Director in writing, who shall notify all participants as appropriate; and  
593 that withdrawal is effective upon receipt of the notice, subject to the other provisions of these  
594 Bylaws.

595       **7.3. Termination.** Upon a Major Decision vote of the Board of Directors (calculated  
596 without the vote of any affected Board member), a Member, Board member, Technology  
597 Council member, Working Group member or Committee member may be terminated from the  
598 Foundation or that panel or both, after 10 days written advance notice to the person affected

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

601       **7.4. Effect of Withdrawal or Termination.** Upon a Member, Board member,  
602 Technology Council member, Working Group member or Committee member withdrawing or  
603 being terminated as provided above:

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

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

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

610        8.1. The Foundation may not use any Member's logo, trademark or service mark on any  
611 Foundation material, or otherwise indicate that Member's endorsement, without that party's  
612 express prior written authorization. Truthful identification of participants, Contributors and  
613 contributions from a Member are permitted, and do not imply endorsement.

614        8.2. The Foundation must identify itself in written materials, descriptions and legal  
615 documents consistent with the requirements of these rules, the Series Agreement and the Host  
616 LLC Operating Rules.

617        8.3 The Host LLC may publicly identify the Foundation and its member list as an OASIS  
618 Open Development Foundation Project.

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

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

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

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

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

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

649

650

[end]

651

OPEN MOBILITY FOUNDATION BYLAWS

652

INDEX OF DEFINITIONS

653

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695	Regulated Mobility Entities: Sec. 3.5.6		
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707

## APPENDIX A

### OPEN MOBILITY FOUNDATION OPEN MOBILITY DESIGN PRINCIPLES

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711

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

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

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

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

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

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

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## APPENDIX B

743                   **OPEN MOBILITY FOUNDATION**  
744                   **SERIES AGREEMENT**

745

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

748        Short Name. Open Mobility Foundation

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

751 and shall be managed as follows:

- 752        • The Host LLC shall keep and maintain Series records that are separate and distinct from  
753                   any and all other Series’ records, as provided in its Host LLC Operating Rules and other  
754                   applicable policies and laws.
- 755        • The Host LLC shall hold and account for Series assets that are separate and distinct from  
756                   any and all other series’ assets.
- 757        • The debts, liabilities and obligations incurred, contracted for or otherwise existing with  
758                   respect to the Series shall be enforceable against the assets of the Series only, and not  
759                   against the assets of the Host LLC generally or any other series thereof.
- 760        • None of the debts, liabilities, obligations and expenses incurred, contracted for or  
761                   otherwise existing with respect to the Host LLC generally or any other series thereof  
762                   shall be enforceable 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  
764                   debts, 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  
766                   Member. The Sole Member shall hold 100% of the distribution rights, 100% of the  
767                   economic rights and 100% of the management rights in the Series. Accordingly, the Sole  
768                   Member (i) shall be responsible for all capital contribution obligations with respect to  
769                   the Series, if any, (ii) shall be entitled to all distributions, whether in cash or in-kind,  
770                   from the Series, and (iii) shall be allocated all tax attributes associated with the Series.
- 771        • The Series may be terminated and its affairs wound up without causing the dissolution  
772                   of the Host LLC.
- 773        • The duties of the Series Executive Director shall be to administer the day to day  
774                   operations of the Foundation Series, subject to the supervision by the Series Board of  
775                   Directors; to supervise the budget and expenditures of the Foundation Series, in  
776                   coordination with the Series Treasurer and the Host LLC; to supervise all Foundation  
777                   Staff; and to carry out the functions specified for the Executive Director in the Bylaws.



779

780 **APPENDIX C**

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

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784

785 Obsolete. See [openmobilityfoundation.org/resources](https://openmobilityfoundation.org/resources) for current dues schedule.

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**[APPENDICES D through K UNCHANGED, SO OMITTED HERE]**