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**OPEN MOBILITY FOUNDATION
BYLAWS (v1.42) 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 v1.42 of the Bylaws, dated February 7, 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**.

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

643 **14. Choice of Law and Venue.** These Bylaws, and the rights of the parties hereunder,
644 shall be construed pursuant to the laws of the State of Delaware of the United States (without
645 regard to conflict of laws principles). Each person who agrees to participate in Foundation
646 activities conducted under these Bylaws: (a) agrees that venue any disputes thereof may be
647 found in the State of Delaware; (b) agrees that Federal and state courts of the State of
648 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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707 APPENDIX A

708 OPEN MOBILITY FOUNDATION
709 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 the City
713 of Los Angeles of the **Mobility Data Services (“MDS”) specification**, at
714 <https://github.com/openmobilityfoundation/mobility-data-specification>. The Foundation is open to
715 contributions from all sources, recognizing that all contributions may require adaptation to meet
716 these principles.

717 2. As with the physical public realm, **municipalities hold in the public trust and manage** the digital
718 public realm, which represents the real-time and historic state of vehicles, assets and other devices
719 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 using
721 **standardized APIs and data models**, which can be hosted locally or in the cloud, and is designed to be
722 **cloud vendor-agnostic**. All Foundation work will support federated identity services, role-based
723 access control (RBAC), authentication and authorization based on **open standards**.

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

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

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

739

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741 **APPENDIX B**

742 **OPEN MOBILITY FOUNDATION**
743 **SERIES AGREEMENT**

744
745 This Series (the “Series”) of OASIS Open Development Foundation, LLC (the “Host LLC”),
746 comprised of participants in the manner provided in its Bylaws, shall be called:

747 Short Name. Open Mobility Foundation

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

749 and shall be managed as follows:

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

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

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OPEN MOBILITY FOUNDATION
[PROPOSED] WORKING GROUP CHARTER

[NAME] WORKING GROUP

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

822
823

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

825

826 2. *Short Name: _____ WG*

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

828

829 3. *Scope of WG:*

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

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

832

833

834 WG TEMPLATE

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

836 4a. Not limited

837 4b. WG will close when its last deliverable listed below is completed (and any further approvals
838 actions are completed).

839 4c. WG will close on _____ (date) unless extended by the Board.

840

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

843 5a. Not limited

844 5b. No more than _____ (number).

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

847

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

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

854

855 7. Initial Working Group Steering Committee:

856 _____, representing Member _____

857 _____, representing Member _____

858 _____, representing Member _____

859 _____, representing Member _____

860 _____, representing Member _____

861

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

863 8a. WG may only issue and approve the deliverables listed below, unless the Board amends this
864 Charter to provide otherwise.

865 8b. WG shall issue and seek to approve the deliverables listed below, but may issue and approve
866 other deliverables so long as there are within the Scope stated above, and consistent with the other
867 terms of this Charter and the Bylaws.

868

869 WG TEMPLATE

870

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

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

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

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

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889 WG TEMPLATE

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891 *11. Anticipated initial WG repositories to conduct work, and initial maintainers:*
892 *(Please also note licensing terms, below. Contributors to the WG must execute and deliver*
893 *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>

894

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897

898 *12. Licensing model for the WG:*

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

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

907

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

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

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OPEN MOBILITY FOUNDATION
WORKING GROUP CHARTER

MDS CITY SERVICES WORKING GROUP

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

925
926

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

928

929 2. Short Name: MDS CITY SVC WG

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

931

932 3. Scope of WG:

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

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

935

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

947

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

949 4a. Not limited

950 MDS CITY SVC WG

951

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

954 5a. Not limited

955

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

958

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

964

965

966 7. Initial Working Group Steering Committee:

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

968

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

970 8b. WG shall issue and seek to approve the deliverables listed below, but may issue and
971 approve other deliverables so long as there are within the Scope stated above, and consistent with
972 the other terms of this Charter and the Bylaws.

973

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

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

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

978

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

983

984

985 MDS CITY SVC WG

986

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

995

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

997

998 n/a

999

1000 11. Anticipated initial WG repositories to conduct work, and initial maintainers:
1001 *(Please also note licensing terms, below. Contributors to the WG must execute and deliver*
1002 *appropriate CLAs in order to participate.)*

1003 For each Working Group, the Foundation creates two GitHub teams, for Maintainers and
1004 Contributors. Members of the Maintainers Team are granted Write Access to each of the repositories
1005 managed by the Working Group, while members of the Contributors Team are granted Read Access.
1006 All members of both Teams must be Foundation Contributors. Any Contributor may join the
1007 Contributors Team; members of the Maintainers Team are appointed by the Working Group Steering
1008 Committee. The WGSC may designate specific repositories to manage work in consultation with the
1009 Technical Council.

1010

1011 12. Licensing model for the WG:

1012 Each repository shall require that contributions made under the Apache License v 2.0, if for
1013 executable artifacts, or otherwise (for non-executable documentation repositories) under the
1014 Creative Commons CC-BY v4.0 License.

1015 Each deliverable of any kind issued or approved by the WG or published by the Foundation must
1016 conform to a template provided by the Foundation, which includes a clear and conspicuous statement
1017 of its licensure and that it is provided on an "AS IS" basis, with a disclaimer of warranties on behalf of
1018 the Foundation, its Members and participants, and the Host LLC.

1019 13. Alternative Arrangements for Progression of Deliverables *(optional: see Bylaws section 5.)*

1020 The MDS City Services WG will develop a software development life cycle model that reflects the need
1021 for timely delivery of incremental software releases. The WGSC will identify the Deliverables to which
1022 the Alternative Arrangements apply, and will request the Board of Directors to amend Section 13 of
1023 this Working Group Charter to reflect this, consistent with Section 5 of the Bylaws.

1024 **D-2. MDS Provider Services WG**

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OPEN MOBILITY FOUNDATION
WORKING GROUP CHARTER

MDS PROVIDER SERVICES WORKING GROUP

1031 This Working Group Charter establishes the scope, licensing and initial participation terms for the
1032 Working Group (or “WG”) named above, and is subject to the requirements of the Bylaws of the Open
1033 Mobility Foundation (“Foundation”). Parties participate in the Foundation’s activities, and are bound
1034 by the terms of this Charter, according to the terms of those Bylaws, their application for membership
1035 in the Foundation (if applicable) and their Contributor License Agreement(s). The Bylaws also contain
1036 rules for the administration, process and work products the Working Group.

1037
1038

1039 1. Full Name of WG: as stated above.

1040

1041 2. Short Name: MDS PROV SVC WG

1042 *(Please confine to ~12 characters, will be used in tags and metadata)*

1043

1044 3. Scope of WG:

1045 *(This is a normative, binding statement.)*

1046 *(Please also see the supplemental purpose and deliverables information below.)*

1047

1048 Scope: The Provider Services WG is responsible for delivering an integrated set of Provider
1049 Services for Mobility. To achieve this, it will define a core set of services and implement a
1050 vendor-neutral reference implementation which conforms to the Open Mobility Design
1051 Principles set forth in Appendix A of the Foundation Bylaws. This reference implementation
1052 will facilitate the certification of compliance and interoperability, and will provide sufficient
1053 structure and extensibility to support new services created by future OMF Working Groups.
1054 The starting point for its work will be the Mobility Data Specification (MDS) implementation
1055 contributed to the Foundation by Los Angeles DoT, including the specifications and
1056 implementations of the Provider API and supporting software.

1057 The Provider Services WG is responsible only for the development of services operated by
1058 mobility providers. MDS services which are implemented by cities will be reserved for the City
1059 Services WG.

1060

1061

1062 MDS PROV SVC WG

1063 4. Duration of WG: *(please circle one)*

1064 4a. Not limited

1065

1066 5. Size of WG: The maximum number of voting members of this Working Group shall be: *(please*
1067 *circle one)*

1068 5a. Not limited

1069

1070 Non-voting members are not permitted (other than Advisory Committee or similar liaisons as may be
1071 explicitly provided by the Board of Directors).

1072

1073 6. Members of WG: Each person participating in the Foundation who (a) has delivered to the
1074 Executive Director a written indication of their willingness to join the WG and receipt of a copy of this
1075 Charter, (b) meets any other restrictions listed above as determined by the Executive Director, and (c)
1076 has signed a properly completed Foundation Individual CLA. The assignment of specific roles within
1077 the WG are managed by the WGSC.

1078

1079

1080 7. Initial Working Group Steering Committee:

1081 [To be appointed by Board of Directors for 2019]

1082

1083 8. Constraint on Deliverables of the WG: *(please circle one)*

1084 8b. WG shall issue and seek to approve the deliverables listed below, but may issue and
1085 approve other deliverables so long as there are within the Scope stated above, and consistent with
1086 the other terms of this Charter and the Bylaws.

1087

1088 9. Anticipated WG Deliverables: *(please list)*

1089 *(List may be normative; see question 8 above.)*

1090 *(If initial Contributions are anticipated as starting drafts for the WG's work on a deliverable, it is*
1091 *recommended but not required that they also be noted below, with URLs if publicly available.)*

1092

1093 1. A set of Mobility Data Specification APIs, which define RESTful APIs used to specify the
1094 digital relationship between mobility-as-a-service providers and the agencies that regulate or
1095 license them. The initial set of APIs will be based on Provider (as distinct from 'City') services
1096 as defined in the initial contribution by the City of Los Angeles Department of Transportation.

1097

1098 MDS PROV SVC WG

1099

1100 2. One or more reference implementations which support interoperability verification for the
1101 above APIs, and comply with the Open Mobility Design Principles. One of the main goals of
1102 the Foundation is to foster the creation of interoperable implementations of standard
1103 approved Foundation APIs and data models. Accordingly, tool, language and operational
1104 choices for these reference implementations may be constrained by the Foundation's
1105 Architectural Landscape Statement, composability with other OMF reference
1106 implementations, and common system or toolset choices required by other previously-
1107 approved relevant work.

1108

1109 10. Additional Non-Normative Statement of Committee Purpose *(optional)*

1110

1111 n/a

1112

1113 11. Anticipated initial WG repositories to conduct work, and initial maintainers:
1114 *(Please also note licensing terms, below. Contributors to the WG must execute and deliver*
1115 *appropriate CLAs in order to participate.)*

1116 For each Working Group, the Foundation creates two GitHub teams, for Maintainers and
1117 Contributors. Members of the Maintainers Team are granted Write Access to each of the repositories
1118 managed by the Working Group, while members of the Contributors Team are granted Read Access.
1119 All members of both Teams must be Foundation Contributors. Any Contributor may join the
1120 Contributors Team; members of the Maintainers Team are appointed by the Working Group Steering
1121 Committee. The WGSC may designate specific repositories to manage work in consultation with the
1122 Technical Council.

1123

1124

1125 12. Licensing model for the WG:

1126 Each repository shall be subject to contributions made under the Apache License v 2.0, if for
1127 executable artifacts, or otherwise (for documentation repositories) under the Creative Commons CC-
1128 BY v4.0 License.

1129 Each deliverable of any kind issued or approved by the WG or published by the Foundation must
1130 conform to a template provided by the Foundation, which includes a clear and conspicuous statement
1131 of its licensure and that it is provided on an "AS IS" basis, with a disclaimer of warranties on behalf of
1132 the Foundation, its Members and participants, and the Host LLC.

1133 13. Alternative Arrangements for Progression of Deliverables *(optional: see Bylaws section 5.)*

1134 The MDS Provider Services WG will develop a software development life cycle model that reflects the
1135 need for timely delivery of incremental software releases. The WGSC will identify the Deliverables to

1136 which the Alternative Arrangements apply, and will request the Board of Directors to amend Section
1137 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

1152 **E-0. Template for Committee Charter**

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OPEN MOBILITY FOUNDATION
[PROPOSED] COMMITTEE CHARTER

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[NAME] COMMITTEE

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1160 *This Committee Charter establishes the scope, licensing and initial participation terms for the*
1161 *Committee named above, and is subject to the requirements of the Bylaws of the Open Mobility*
1162 *Foundation (“Foundation”). Parties participate in the Foundation’s activities, and are bound by the*
1163 *terms of this Charter, according to the terms of those Bylaws, their application for membership in the*
1164 *Foundation (if applicable) and their Contributor License Agreement(s). The Bylaws also contain rules*
1165 *for the administration, process and work products of the Committee. The Foundation Board of*
1166 *Directors must approve this Charter in order to launch a Committee, and may choose to amend it,*
1167 *decline, or review it further. Proposers are encouraged to review the existing structure of Policy*
1168 *Committees and other bodies currently established by the Foundation before submitting a proposal.*

1169

1170

1171 *1. Full Name of Committee: as stated above.*

1172

1173 *2. Short Name: _____ COMM*

1174 *(Please confine to ~12 characters, will be used in tags and metadata)*

1175

1176 *3. Scope of Committee:*

1177 *(This is a normative, binding statement.)*

1178 *(Please also see the supplemental purpose and deliverables information below.)*

1179

1180

1181 *COMM TEMPLATE*

1182 *4. Duration of Committee: (please circle one)*

1183 *4a. Not limited*

1184 *4b. Committee will close when its last deliverable listed below is completed (and any further*
1185 *approvals actions are completed).*

1186 *4c. Committee will close on _____ (date) unless extended by the Board.*

1187

1188 *5. Size of Committee: The maximum number of voting members of this Committee shall be: (please*
1189 *circle one)*

1190 *5a. Not limited*

1191 *5b. No more than _____ (number).*

1192 *Additional non-voting members of the Committee are: (please circle one)*

1193 *5c. Permitted and not limited*

1194 *5d. Permitted but only up to _____ non-voting members (number)*

1195 *5e. Not permitted (other than Advisory Committee or similar liaisons as may be explicitly provided*
1196 *by the Board of Directors).*

1197

1198 *5f. The following additional restrictions (if any) are a requirement of Committee membership:*

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1204 *6. Members of Committee: Each person participating in the Foundation who (a) has delivered to the*
1205 *Executive Director a written indication of their willingness to join the Committee and receipt of a copy*
1206 *of this Charter, (b) meets any other restrictions listed above (such as qualifications and number of*
1207 *available seats) as determined by the Executive Director, and (c) has signed a properly completed*
1208 *Foundation Individual CLA.*

1209

1210 *7. Initial Committee Chairs: (there may one or two)*

1211 _____, representing Member _____

1212 _____, representing Member _____

1213

1214 *Committee Chairs are appointed by the Board of Directors, and need not be employees or Appointed*
1215 *Representatives of Foundation Members.*

1216 *COMM TEMPLATE*

1217 *8. Constraint on Deliverables of the Committee: (please circle one)*

1218 *8a. Committee may only issue and approve the deliverables listed below, unless the Board amends*
1219 *this Charter to provide otherwise.*

1220 *8b. Committee shall issue and seek to approve the deliverables listed below, but may issue and*
1221 *approve other deliverables so long as there are within the Scope stated above, and consistent with the*
1222 *other terms of this Charter and the Bylaws.*

1223

1224 *9. Anticipated Committee Deliverables: (please list)*

1225 *(List may be normative; see question 8 above.)*

1226 *(If initial Contributions are anticipated as starting drafts for the Committee's work on a deliverable, it*
1227 *is recommended but not required that they also be noted below, with URLs if publicly available.)*

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1235 *10. Additional Non-Normative Statement of Committee Purpose (optional)*

1236 *COMM TEMPLATE*

1237

1238 *11. Anticipated initial Committee repositories to conduct work, and initial maintainers:*
1239 *(Please also note licensing terms, below. Contributors to the Committee must execute and deliver*
1240 *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>

1241

1242

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1244

1245 *12. Licensing model for the Committee:*

1246 *Each repository shall be subject to contributions made under Foundation CLAs that apply the Creative*
1247 *Commons CC-BY v4.0 License, unless a different license is proposed in the chart above, and approved*
1248 *when this Charter is approved (or amended). Note that patentable materials are out of scope for*
1249 *Foundation Committees.*

1250 *Each deliverable of any kind issued or approved by the Committee or published by the Foundation*
1251 *must conform to a template provided by the Foundation, which includes a clear and conspicuous*
1252 *statement of its licensure and that it is provided on an "AS IS" basis, with a disclaimer of warranties on*
1253 *behalf of the Foundation, its Members and participants, and the Host LLC.*

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1256 **E-1. Foundation Advisory Committee**

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OPEN MOBILITY FOUNDATION
COMMITTEE CHARTER

FOUNDATION ADVISORY COMMITTEE
[Approved with Bylaws at Foundation launch]

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

1271 **This Charter shall be effective as of the first date on which the Board invites a non-profit charitable,**
1272 **governmental or NGO organization to join the Committee. The Committee shall be established at**
1273 **that time with the initial members identified in Paragraph 6.**

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

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

1299 ADVISORY COMM

1300 4. Duration of Committee: *(please circle one)*

1301 4a. Not limited

1302

1303

1304 5. Size of Committee: The maximum number of voting members of this Committee shall be: *(please*
1305 *circle one)*

1306 5a. Not limited (except as noted in 5f below)

1307

1308 Additional non-voting members of the Committee are: *(please circle one)*

1309

1310 5e. Not permitted (other than may be explicitly provided by the Board of Directors).

1311

1312 5f. The following additional restrictions (if any) are a requirement of Committee membership:

1313

1314 The membership of the Committee is limited to:

- 1315 • One member of the Foundation Board of Directors, chosen by the Board.
- 1316 • The Foundation Executive Director or their delegate.
- 1317 • One representative of each non-profit charitable, governmental and NGO organization that
1318 has been invited to join the Committee by the Board of Directors, and has accepted the
1319 invitation.

1320

1321 The Board of Directors may adopt resolutions inviting any organization which has a representative
1322 appointed to the Foundation Advisory Committee to participate on any specific Foundation
1323 Committee or Working Group Steering Committee as well, by appointing a non-voting advisor to that
1324 panel. However, any Contributions by those advisors or participants in the relevant repositories
1325 would require that they agree to a valid Individual CLA.

1326

1327 ADVISORY COMM

1328 6. Members of Committee: Each person listed below, and any who subsequently may be explicitly
1329 added by the Board of Directors by amending this Charter, who has delivered to the Executive
1330 Director a written indication of their willingness to join the Committee and receipt of a copy of this
1331 Charter and the Bylaws.

1332

1333 The initial Members of the Committee shall be:

- 1334 • The chair of the Foundation Board of Directors
- 1335 • The Executive Director of the Foundation
- 1336 • Zia Kahn, representing the Rockefeller Foundation
- 1337 • John Rossant, representing the New Cities Foundation
- 1338 • Martin O'Malley, representing MetroLab
- 1339 • Beth Osborne, representing Transportation for America
- 1340 • Shallen Bhatt, representing the ITS America
- 1341 • Senior representative to be named by UITP

1342 7. Initial Committee Chair: *[to be appointed by Board resolution]*

1343 The Committee Chair is appointed by the Board of Directors, and need not be an employee or
1344 Appointed Representative of a Foundation Member.

1345 8. Constraint on Deliverables of the Committee: *(please circle one)*

1346 8a. Committee may only issue and approve the deliverables listed below, unless the Board
1347 amends this Charter to provide otherwise.

1348

1349 9. Anticipated Committee Deliverables: *(please list)*

1350 None. This Committee will not maintain repositories nor create licensed Deliverables.

1351 10. Additional Non-Normative Statement of Committee Purpose (optional)

1352 None.

1353 11. Anticipated initial Committee repositories to conduct work, and initial maintainers:

1354 None.

1355 12. Licensing model for the Committee:

1356 None. See item 9.

1357

1358 **E-2. Privacy, Security and Transparency Committee**

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

1365 This Committee Charter establishes the scope, licensing and initial participation terms for the
1366 Committee, subject to the requirements of the Bylaws of the Open Mobility Foundation
1367 (“Foundation”). Parties participate in the Foundation’s activities, and are bound by the terms of this
1368 Charter, according to the terms of those Bylaws, their application for membership in the Foundation
1369 (if applicable) and their Contributor License Agreement(s). The Bylaws also contain rules for the
1370 administration, process and work products the Committee.

1371

1372 **This Charter shall be effective immediately after the conclusion of the first meeting of the**
1373 **Foundation Board of Directors. The Committee shall be established at that time, with such initial**
1374 **members as are provided in Paragraph 6, and repository information and maintainers as provided**
1375 **in Paragraph 11, as the Board may designate by resolution.**

1376

1377 1. Full Name of Committee: as stated above.

1378

1379 2. Short Name: PRIV SEC COMM

1380 *(Please confine to ~12 characters, will be used in tags and metadata)*

1381

1382 3. Scope of Committee:

1383 *(This is a normative, binding statement.)*

1384 *(Please also see the supplemental purpose and deliverables information below.)*

1385

1386 The Privacy, Security and Transparency committee will review and develop policy for
1387 appropriate transparency and data protection measures such as privacy, data retention and
1388 anonymization features, as well as technical security practices related to urban mobility data
1389 including but not limited to encryption, role-based access control, and penetration testing.

1390 These policies shall support responsible and trustworthy data management practices that
1391 serve individual privacy, security, transparency and safety.

1392

1393 4. Duration of Committee: *(please circle one)*

1394 [] 4a. Not limited

1395

1396

1397 PRIV SEC COMM

1398 5. Size of Committee: The maximum number of voting members of this Committee shall be: *(please*
1399 *circle one)*

1400 5b. The Board may limit or change the size of the Committee by resolution.

1401 Additional non-voting members of the Committee are: *(please circle one)*

1402 5c. Permitted and not limited

1403

1404 5f. The following additional restrictions (if any) are a requirement of Committee membership:

1405 If the size of the voting membership of the Committee is limited, the Board of Directors may select
1406 from among qualified applicants if there are more applicants for voting membership than seats
1407 available.

1408

1409 6. Members of Committee: Each person participating in the Foundation who (a) has executed and
1410 returned to the Executive Director a written indication of their willingness to join the Committee and
1411 receipt of a copy of this Charter, (b) meets any other restrictions listed above (such as qualifications
1412 and number of available seats) as determined by the Executive Director, and (c) has signed a properly
1413 completed Foundation Individual CLA.

1414

1415 7. Initial Committee Chairs: *(there may be one or two)*

1416 John Clary, representing member City of Austin.

1417

1418 Committee Chairs are appointed by the Board of Directors, and need not be employees or Appointed
1419 Representatives of Foundation Members.

1420

1421 8. Constraint on Deliverables of the Committee: *(please circle one)*

1422

1423 8b. Committee shall issue and seek to approve the deliverables listed below, but may issue and
1424 approve other deliverables so long as there are within the Scope stated above, and consistent with
1425 the other terms of this Charter and the Bylaws.

1426

1427

1428 PRIV SEC COMM

1429

1430 9. Anticipated Committee Deliverables: *(please list)*

1431 *(List may be normative; see question 8 above.)*

1432 *(If initial Contributions are anticipated as starting drafts for the Committee's work on a deliverable, it*
1433 *is recommended but not required that they also be noted below, with URLs if publicly available.)*

1434

1435 1. Review and assess the relevance of relevant data security practices for compliance with
1436 current and expected legal and regulatory requirements for urban mobility data, both at rest
1437 (as stored) and in transit (in messaging).

1438 2. Review and assess the relevance of relevant data privacy practices for compliance with
1439 current and expected legal and regulatory requirements for urban mobility data.

1440 3. Review and develop policies for data retention, data minimization and anonymization, and
1441 role-based access control for urban mobility data, regarding consumer data, data generated
1442 from public devices and sources, data generated from mobility provider devices, and
1443 aggregated data. as well as operational practices related to urban mobility data privacy and
1444 security, including penetration testing and audit.

1445 4. Review and develop policies and best practices (including operational practices) for data
1446 retention, data minimization and anonymization, and role-based access control for urban
1447 mobility data, regarding consumer data, data generated from public devices and sources, data
1448 generated from mobility provider devices, and aggregated data.

1449 5. Review and develop policies and best practices (including operational practices) for urban
1450 mobility data security, including penetration testing and audit.

1451 6. Propose Foundation deliverables and other projects to assist cities in implementing the
1452 foregoing data security and privacy policies and practices, and provide comment as needed to
1453 the Foundation Architecture's assumptions and elements that describe or affect data security
1454 or privacy issues.

1455

1456 10. Additional Non-Normative Statement of Committee Purpose (optional)

1457 n/a

1458 PRIV SEC COMM

1459

1460 11. Anticipated initial Committee repositories to conduct work, and initial maintainers:
1461 *(Please also note licensing terms, below. Contributors to the Committee must execute and deliver*
1462 *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)

1463

1464 12. Licensing model for the Committee:

1465 Each repository shall be subject to contributions made under Foundation CLAs that apply the Creative
1466 Commons CC-BY v4.0 License, unless a different license is proposed in the chart above and approved
1467 when this Charter is approved (or amended). Note that patentable materials are out of scope for
1468 Foundation Committees.

1469 Each deliverable of any kind issued or approved by the Committee or published by the Foundation
1470 must conform to a template provided by the Foundation, which includes a clear and conspicuous
1471 statement of its licensure and that it is provided on an "AS IS" basis, with a disclaimer of warranties on
1472 behalf of the Foundation, its Members and participants, and the Host LLC.

1473

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1475 **E-3. Strategy Committee**

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1477

OPEN MOBILITY FOUNDATION

1478

COMMITTEE CHARTER

1479

1480

STRATEGY COMMITTEE

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1482

1483 This Committee Charter establishes the scope, licensing and initial participation terms for the
1484 Committee (named above, and is subject to the requirements of the Bylaws of the Open Mobility
1485 Foundation (“Foundation”). Parties participate in the Foundation’s activities, and are bound by the
1486 terms of this Charter, according to the terms of those Bylaws, their application for membership in the
1487 Foundation (if applicable) and their Contributor License Agreement(s). The Bylaws also contain rules
1488 for the administration, process and work products of the Committee.

1489

1490

1491

1492 1. Full Name of Committee: as stated above.

1493

1494 2. Short Name: STRATEGY COMM

1495 *(Please confine to ~12 characters, will be used in tags and metadata)*

1496

1497 3. Scope of Committee:

1498 *(This is a normative, binding statement.)*

1499 *(Please also see the supplemental purpose and deliverables information below.)*

1500

1501 The Strategy Committee enables public agencies and regulatory representatives to review and
1502 consider alignment of their policies and programs in support of urban mobility and mobility-
1503 as-a-service, and to assist in identifying current and future Foundation projects that support
1504 these policies. This may include creating functional requirements for automated systems to
1505 monitor and manage policies using historical or real-time data.

1506

1507 4. Duration of Committee: *(please circle one)*

1508 [] 4a. Not limited

1509

1510 STRATEGY COMM

1511 5. Size of Committee: The maximum number of voting members of this Committee shall be: *(please*
1512 *circle one)*

1513 5b. The Board may limit or change the size of the Committee by resolution.

1514 Additional non-voting members of the Committee are: *(please circle one)*

1515 5c. Permitted and not limited

1516

1517 5f. The following additional restrictions (if any) are a requirement of Committee membership:

1518

1519 If the size of the voting membership of the Committee is limited, the Board of Directors may select
1520 from among qualified applicants if there are more applicants for voting membership than seats
1521 available.

1522

1523

1524 6. Members of Committee: Each person participating in the Foundation who (a) has delivered to the
1525 Executive Director a written indication of their willingness to join the Committee and receipt of a copy
1526 of this Charter, (b) meets any other restrictions listed above (such as qualifications and number of
1527 available seats) as determined by the Executive Director, and (c) has signed a properly completed
1528 Foundation Individual CLA.

1529

1530 7. Initial Committee Chairs: *(there may one or two)*

1531 Jacob Sherman , representing member City of Portland.

1532

1533 8. Constraint on Deliverables of the Committee: *(please circle one)*

1534 8b. Committee shall issue and seek to approve the deliverables listed below, but may issue and
1535 approve other deliverables so long as there are within the Scope stated above, and consistent with
1536 the other terms of this Charter and the Bylaws.

1537

1538 9. Anticipated Committee Deliverables: *(please list)*

1539 *(List may be normative; see question 8 above.)*

1540 *(If initial Contributions are anticipated as starting drafts for the Committee's work on a deliverable, it*
1541 *is recommended but not required that they also be noted below, with URLs if publicly available.)*

1542

1543 1. Review and compare urban mobility and mobility-as-a-service programs, with particular
1544 focus on the infrastructure of regulations, rules and public agency roles that support them.
1545 Provide comment as needed to the Foundation Architecture's assumptions and elements that
1546 describe or affect those rules and roles.

1547 STRATEGY COMM

1548

1549

1550 2. Review and comment on existing and future Foundation projects that support these rules
1551 and roles.

1552 3. Develop and/or review functional requirements for automated systems to monitor and
1553 manage policies using historical or real-time data.

1554

1555 10. Additional Non-Normative Statement of Committee Purpose (optional)

1556

1557 Cities often are interested in the use of Foundation technologies in order to implement,
1558 inform, and enable a variety of urban policies. The function of the Strategy Committee is to
1559 enable public agency experts to compare, review and align policies, and to provide feedback
1560 on the utility and functionality of current and future Foundation deliverables, and to review
1561 and compare plans and experience with urban mobility programs and policies.

1562

1563 11. Anticipated initial Committee repositories to conduct work, and initial maintainers:
1564 *(Please also note licensing terms, below. Contributors to the Committee must execute and deliver*
1565 *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)

1566

1567 12. Licensing model for the Committee:

1568 Each repository shall be subject to contributions made under Foundation CLAs that apply the Creative
1569 Commons CC-BY v4.0 License, unless a different license is proposed in the chart above, and approved
1570 when this Charter is approved (or amended). Note that patentable materials are out of scope for
1571 Foundation Committees.

1572 Each deliverable of any kind issued or approved by the Committee or published by the Foundation
1573 must conform to a template provided by the Foundation, which includes a clear and conspicuous
1574 statement of its licensure and that it is provided on an "AS IS" basis, with a disclaimer of warranties on
1575 behalf of the Foundation, its Members and participants, and the Host LLC.

1577 **APPENDIX F**

1578
1579 **OPEN MOBILITY FOUNDATION**
1580 **FORM OF INDIVIDUAL CONTRIBUTOR LICENSE AGREEMENT (CLA)**

1581
1582
1583 Please see the [attached] Instructions before submitting this form.

1584
1585 Contributor information

1586
1587 Your personal name: *

1588
1589 Your email address: **

1590
1591 Your GitHub Username: *

1592
1593 [A valid physical mailing address for you, including country:] *
1594

1595 If contributing on behalf of a third party†:

1596
1597 Please provide your employer's or organization's name, if you are contributing material as part
1598 of your employment or engagement with them: *

1599
1600 Name of that employer or organization's representative:

1601
1602 Email address for that representative: **
1603

1604 *, **, † Please note the statements regarding use of these items in the CLA Instructions.
1605

1606 **Agreement to License**

1607
1608 This CLA applies to all material ("Contributions"), including any original work of authorship and any
1609 modifications or additions to an existing work, that you send, post or otherwise explicitly submit for
1610 inclusion in any Foundation repository, now and in the future. Foundation repositories and the
1611 works created from them are governed by the Foundation Bylaws, which may also affect the
1612 application of this CLA.
1613

1614 You agree to license all of your rights in each of your Contributions, under the terms of the specific
1615 "Applicable License" designated in the LICENSE.MD file in the repository into which it is submitted (at
1616 the time you sign this form), for the benefit of both the Foundation and all later parties who that
1617 Applicable License benefits. The licenses granted there and in this CLA by you are perpetual,
1618 worldwide, non-exclusive and irrevocable, and include copyright permission to the Foundation to
1619 publish your Contributions without royalties, and permit others to do so, including in the ways
1620 described in the Foundation Bylaws. You may withdraw in the future from this CLA, and end your

1621 access to contribute to its repositories, but that withdrawal will not terminate your license already
1622 granted for any Contributions made while you still have that access.

1623

1624

Nonassertion Covenant

1625

1626 You also promise that you will not assert any royalty claims nor patent claims licensable by you that
1627 are necessarily infringed by an implementation of an approved Foundation Deliverable, against the
1628 Foundation or any user of that work, for any compliant implementation of that work.

1629

1630 Your promise to do so is irrevocable, but (a) will no longer apply to new Foundation Deliverables
1631 approved after you resign as a Contributor or depart from the Foundation; and (b) you may suspend
1632 or revoke that promise to any person who alleges in writing or files a suit asserting that your
1633 Contribution, or the work to which you have contributed, constitutes direct or contributory patent
1634 infringement.

1635

1636

Additional Terms

1637

1638 You represent that you have all of the legal rights necessary to license each of your Contributions
1639 under the terms of the Applicable License, and to make the promises stated in this CLA. If any part of
1640 your Contribution incorporates the original work of another party, or if you are employed by or
1641 contributing your work-for-hire supplied to another party, by signing this CLA you also confirm to us
1642 that you have received any necessary permissions from that party to submit your Contributions and
1643 grant these licenses and promises.

1644

1645 Most Foundation repositories are public, and most Foundation work is intended to create publicly-
1646 available materials. By signing, you agree that a record of your Contributions, including your
1647 identifying name and GitHub handle, may be permanently maintained and freely redistributed.

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1650

[end]

1651

1652 **[Appendix F, continued]**

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1654

OPEN MOBILITY FOUNDATION

1655

Individual CLA INSTRUCTIONS

1656

1657

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

1658

1659

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.

1660

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

1665

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1668

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.

1669

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1672

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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1681

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.

1682

1683

1684

1685

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:

1686

1687

1688

* 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.

1689

1690

** 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.

1691

1692

† 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.

1693

1694

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

1745 repositories and the works created from them are governed by the Foundation Bylaws, which may
1746 also affect the application of this eCLA.

1747

1748 You agree to license all of your rights in each of your Contributions, under the terms of the specific
1749 "Applicable License" designated in the LICENSE.MD file in the repository into which it is submitted (at
1750 the time you sign this form), for the benefit of both the Foundation and all later parties who that
1751 Applicable License benefits. The licenses granted there and in this eCLA by you are perpetual,
1752 worldwide, non-exclusive and irrevocable, and include copyright permission to the Foundation to
1753 publish your contributions without royalties, and permit others to do so, including in the ways
1754 described in the Foundation Bylaws. You may withdraw in the future from this CLA, and end your
1755 access to contribute to its repositories, but that withdrawal will not terminate your license already
1756 granted for any Contributions made by your representatives while you still have that access.

1757

1758

Nonassertion Covenant

1759

1760 You also promise that you will not assert any royalty claims nor patent claims licensable by you that
1761 are necessarily infringed by an implementation of an approved Foundation Deliverable, against the
1762 Foundation or any user of that work, for any compliant implementation of that work.

1763

1764 Your promise to do so is irrevocable, but (a) will no longer apply to new Foundation Deliverables
1765 approved after you resign or are terminated as a Member (or, if you signed this eCLA but are not a
1766 Member, after you notify the Foundation in writing that this eCLA is terminated); and (b) you may
1767 suspend or revoke that promise to any person who alleges in writing or files a suit asserting that your
1768 Contribution, or the work to which you have contributed, constitutes direct or contributory patent
1769 infringement.

1770

1771

Additional Terms

1772

1773 By signing this eCLA, you represent that:

- 1774 • You have all of the legal rights necessary to license each of the Contributions made by your
1775 representatives under the terms of the Applicable License, and to make the promises stated in
1776 this eCLA.
- 1777 • You have included in this eCLA (or will add) as listed representatives all contributors who are
1778 making Contributions of your work as your representatives.
- 1779 • If any part of those Contributions incorporates the original work of another party, whether or
1780 not affiliated with you, you also confirm to us that you have received any necessary
1781 permissions from that party to submit your Contributions and grant these licenses and
1782 promises.

1783

1784 Most Foundation repositories are public, and most Foundation work is intended to create publicly-
1785 available materials. By signing, you agree that a record of the Contributions made by your
1786 representatives, including the identification of you as a contributing entity, may be permanently
1787 maintained and freely redistributed.

1788

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[end]

1790 [Appendix G, continued]

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OPEN MOBILITY FOUNDATION Entity CLA INSTRUCTIONS

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

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

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.

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

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

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.

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

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

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

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

1838 You may submit a CLA by clicking the "Accept" button on the form. You should then receive an email message
1839 from _____@_____.org with the subject line "Open Mobility Foundation Confirmation". Please reply
1840 to that email message, to confirm that the information submitted in the CLA form is correct, and that you
1841 submitted the CLA. Questions may also be submitted directly to Foundation staff at any time: send general
1842 questions to _____@_____.org and CLA-related questions to _____@_____.org.

1843 We look forward to your participation and contributions to better urban mobility practices!

1844

APPENDIX H

1845

OPEN MOBILITY FOUNDATION

1846

ANTITRUST GUIDELINES

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

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

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

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APPENDIX I

OPEN MOBILITY FOUNDATION CODE OF CONDUCT

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Introduction

1878 The Open Mobility Foundation (OMF) community is made up of professionals and volunteers
1879 from all over the world committed to the Foundation's mission of promoting and developing
1880 open source projects, standards activities, and related software and technology programs to
1881 address the challenges associated with urban mobility and transportation in the 21st century.

1882 Because we are a global community of public and private collaborators and believe that our
1883 civility and diversity is our strength, we have adopted the following code of conduct to promote
1884 and ensure an open, fair, welcoming, inclusive, and professional environment. This code of
1885 conduct applies equally to all participants, including board members, council, working group
1886 and committee members, project team leads, core contributors, mentors, user group leaders
1887 and participants, and those seeking help and guidance.

1888 The OMF Code of Conduct also applies to all resources managed or authorized by the
1889 Foundation, including Wiki or Git channels, the mailing lists, issue trackers, OMF-sponsored
1890 events and projects. In some cases, violations of this code outside of the Foundation's scope
1891 may affect a person's ability to participate in our community.

1892 Please note that the Foundation also has established a Conflict-of-Interest Policy,
1893 Whistleblower Policy and Antitrust Guidelines in its Bylaws, that also apply to Foundation
1894 participation and some types of interactions and behavior,

1895 \We ask that you take this code in the spirit in which it is meant. OMF expects all members of
1896 the community to work together in an appropriate, a respectful, professional way to achieve
1897 the best possible outcomes for the stakeholders we seek to serve: the people who live, work,
1898 and play in our cities. If you believe someone is violating our Code of Conduct, please see our
1899 Reporting Guidelines below.

Our Expectations:

1901 The Foundation expects all members of the community to:

1902 • *Collaborate openly* – Collaboration is central to the success of the Foundation. If we don't
1903 work well together, we fail to achieve our mission, which includes the creation of widely usable
1904 and widely-understood practices and data structures that can be embraced and implemented
1905 by many different communities. If we don't work openly together, we risk losing the trust of
1906 our colleagues and those who will benefit from our efforts. Work transparently; involve other
1907 stakeholders; do not create private forms of communication that take away transparency or
1908 exclude other contributors and collaborators. The Foundation's Bylaws require that all
1909 meetings (with some limited exceptions) must be conducted openly, and that records of all
1910 actions be made available to all members. That openness rule requires that meetings be

1911 properly called and scheduled in advance; and conducted so as to permit the presence of as
1912 many participants as is logistically feasible. However, presiding officers are permitted to take
1913 the steps described in this Code to maintain orderly meetings, and may limit the right to speak
1914 at a panel's meeting to members of the panel in question; and meetings are not obligated to
1915 accommodate all visitors beyond reasonable feasibility limits. Nonmember and public
1916 comment facilities will be maintained through the Foundation's repository system.

1917 • *Be welcoming* – We strive to be a community that welcomes and supports people of all
1918 backgrounds and identities. This includes, but is not limited to, members of any race, ethnicity,
1919 culture, national origin, color, immigration status, social and economic class, educational level,
1920 sex, sexual orientation, gender identity and expression, age, size, family status, political belief,
1921 religion and mental and physical ability.

1922 • *Be considerate* – Our work will be used by other people, and we in turn will depend on the
1923 work of others. Any decision we take will affect users and colleagues, and we should take those
1924 consequences into account when making decisions. Recognize that you don't have all the
1925 answers.

1926 • *Be respectful* – Not all of us will agree all the time, but disagreement is no excuse for poor
1927 behavior and poor manners. We might all experience some frustration now and then, but we
1928 cannot allow that frustration to turn into a personal attack. It's important to remember that a
1929 community where people feel uncomfortable or threatened is not a productive one. Members
1930 of the community should be respectful when dealing with other contributors as well as with
1931 people outside of the community and with users of the projects managed by the Foundation.

1932 • *Address disagreements honestly and respectfully* - Disagreements happen all the time. They
1933 are critical to robust dialog and innovation. Disagreement is a sign that an issue matters. The
1934 key is to disagree and discuss differing views constructively. Foundation participants should
1935 develop and test ideas impartially, without finding fault with the colleague proposing the idea.
1936 We dispute ideas by using reasoned argument, rather than through intimidation or ad
1937 hominem attack. Focus on helping to resolve issues and learning from mistakes.

1938 **We take the following very seriously:**

1939 We take the following very seriously, and any violations may impact your ability to participate
1940 in The Foundation community.

1941 *Respect the election, voting and consensus process.* Members of the OMF community should
1942 respect that elections and votes are some of the mechanisms designed to enable the
1943 community to reach consensus, make decisions, and make progress on our common mission.
1944 Open respectful debate is welcome and accepted. Thwarting the ability of others to express
1945 their votes, ballot stuffing, or other deceptive practices or rule abuse are not.

1946 *Be careful with your words and actions.* We are a community of professionals, and we conduct
1947 ourselves professionally. Do not insult or put down other participants. Harassment and other
1948 exclusionary behavior is not acceptable and should be reported. This includes but is not limited
1949 to:

- 1950 • Violent threats or language directed against another person.
 - 1951 • Discriminatory jokes and language.
 - 1952 • Posting sexually suggestive, explicit or violent material.
 - 1953 • Posting (or threatening to post) other people's personally identifying information
 - 1954 ("doxing").
 - 1955 • Personal insults, especially those using racist or sexist terms.
 - 1956 • Unwelcome sexual attention.
 - 1957 • Advocating for, or encouraging, any of the above behavior.
 - 1958 • Repeated harassment of others. In general, if someone asks you to stop, then stop.
- 1959 Do not abuse the OMF rules and processes. The rules and processes of OMF are designed to
- 1960 enable cities, urban mobility experts, software developers, and others work effectively together
- 1961 to achieve

1962 **Presiding over meetings**

1963 Each committee, working group and other panel within the Foundation has one or more

1964 presiding chairs or similar officials, who are responsible for running its meetings, and

1965 moderating its live and online discussions. Those presiding officials are empowered to suspend

1966 or postpone discussions and debates when this Code is violated, and to exclude participants

1967 who violate this Code, if necessary to maintain the orderly, respectful progress of the

1968 Foundation's business, but all subject to the right of any party to appeal those decisions as

1969 provided below.

1970 **Process to file complaint**

1971 If you believe that this Code of Conduct is being violated, or you are being harassed, or you

1972 believe that you have been wrongly accused of violating the Code of Conduct or have any other

1973 concerns, (a) please contact the Foundation's Executive Director, unless (b) the Executive

1974 Director's actions are the basis for the wrongful conduct, in which case, please contact the

1975 posted Point of Contact for the Managers of the OASIS Open Development Foundation, LLC (the

1976 Host LLC).

1977 Be prepared to provide as much of the following information as possible in writing to that party

1978 receiving the report (the Responding Party): identifying the person or group you believe is

1979 violating or misusing the Code of Conduct, the nature and date(s) of the violation, other people

1980 involved, and whether or not you prefer your complaint to be kept anonymous.

1981 The Responding Party will be responsible for notifying the alleged offender of the complaint,

1982 investigating the complaint, determining the violation, if any, determining the appropriate

1983 penalty or corrective action, if any, and communicating the resolution to the parties involved.

1984 The Responding Party may, if appropriate, share the report or appropriate portions of it with

1985 the Foundation Board of Directors and/or the Host LLC Managers.

1986 Penalties or corrective actions may include:

1987 • Directing the offender to cease the behavior and warning that any further violations will
1988 result in sanctions

1989 • Banning or suspending the offender from Wiki or Git channels or mailing lists or other
1990 communications channels controlled by the Foundation

1991 • Ending any or all volunteer responsibilities or privileges that the offender holds from the
1992 Foundation (either indefinitely or for a certain time period)

1993 • Banning the offender from Foundation projects or sponsored events (either indefinitely or
1994 for a certain time period)

1995 • Removing the offender from membership or participation in the Foundation

1996 • Reversing decisions or approvals made by, influenced by, or led by the offender if such are
1997 deemed to be attributable to the wrongful behavior.

1998

1999 The Foundation gratefully acknowledges the OpenStack Foundation, the IETF, the JS
2000 Foundation, the Apache Software Foundation, the Contributor Covenant, and OASIS Open
2001 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

2010 The purpose of this conflict of interest policy is to protect the interests of the Foundation and
2011 the Host LLC when the Foundation contemplates entering into actions or arrangements that
2012 might benefit the private interest of an officer or director of the Foundation or might result in a
2013 possible excess benefit transaction. This policy supplements but does not replace any
2014 applicable state and federal laws governing conflicts of interest.

Article II Definitions

2016 *Interested Person.* Any Board member, Foundation officer, or person exercising delegated
2017 authority as described in Article III, who has a direct or indirect Financial Interest, as defined
2018 below, is an Interested Person for purposes of this policy.

2019 *Financial Interest.* A person has a Financial Interest with respect to a proposed transaction,
2020 arrangement or appeal, if the person has, directly or indirectly, through business, employment,
2021 investment, or family:

- 2022 • An ownership or investment interest in any entity with which the Foundation has or
2023 proposes to have a transaction or arrangement or adjudicates an appeal,
- 2024 • A compensation arrangement with the Foundation or with any entity or individual with
2025 which the Foundation has or proposes to have a transaction or arrangement or
2026 adjudicates an appeal, or
- 2027 • A likely potential ownership or investment interest in, or compensation arrangement
2028 with, any entity or individual with which the Foundation has or proposes to have a
2029 transaction or arrangement or adjudicates an appeal.

2030 *Compensation* includes direct and indirect remuneration as well as gifts or favors that are not
2031 insubstantial. A Financial Interest is not necessarily a Conflict of Interest. Article III of this
2032 Policy provides a description of how the Board determines whether a Conflict of Interest exists.

Article III Procedures

2034 *Duty to Disclose.* Members of the Board and Foundation officers must disclose to the Board
2035 and the Host LLC the existence of a Financial Interest and all material facts that may give rise to
2036 an actual or possible Conflict of Interest, when the Board considers the proposed transaction,
2037 arrangement or appeal.

2038 *Determining Whether a Conflict of Interest Exists.* When a Board member or Foundation
2039 officer's actual or possible Conflict of Interest has been brought to the attention of the Board

2040 and the Host LLC, that person shall have an opportunity to discuss the matter with the Board.
2041 Immediately afterwards, if the affected member or officer does not agree that an actual or
2042 possible Conflict of Interest exists, then that person shall leave the Board meeting while the
2043 determination of a Conflict of Interest is discussed and voted upon. The remaining Board
2044 members shall decide if a Conflict of Interest exists, before the Board takes action on the
2045 proposed transaction, arrangement or appeal.

2046 *Procedures for Addressing the Conflict of Interest.* Once a determination has been made that a
2047 Conflict of Interest exists, the Interested Person may make a presentation at the Board meeting
2048 on the matter in question, but after the presentation, he or she shall leave the meeting during
2049 the discussion of, and the vote on, the relevant transaction, arrangement or appeal. If the
2050 Board deems it appropriate, the chairperson of the Board shall appoint a disinterested person
2051 or committee to investigate alternatives to a relevant proposed transaction or arrangement:

2052 After exercising due diligence and receiving the report of that person or committee, the Board
2053 shall determine whether the Foundation can obtain with reasonable efforts a more
2054 advantageous transaction or arrangement with a person or entity that would not give rise to a
2055 Conflict of Interest.

2056 If a more advantageous transaction or arrangement is not reasonably possible under
2057 circumstances that do not produce a Conflict of Interest, the Board shall determine by a
2058 majority vote of the disinterested Board members whether the transaction or arrangement is in
2059 the best interest of the Foundation, for its own benefit, and whether it is fair and reasonable,
2060 which findings shall (subject to the provisions of the Host LLC Operating Rules) govern its
2061 decision whether to enter into the transaction or arrangement.

2062 *Violations of the Conflicts of Interest Policy.* If the Board has reasonable cause to believe a
2063 Board member or Foundation officer has failed to disclose an actual or possible Conflict of
2064 Interest, it shall inform the person of the basis for such belief and afford her or him an
2065 opportunity to explain the alleged failure to disclose. If, after hearing the person's response and
2066 after making further investigation as warranted by the circumstances, the Board determines
2067 that the person has failed to disclose an actual or possible Conflict of Interest, it shall notify the
2068 Host LLC and take appropriate disciplinary and corrective action.

2069 *Committees and Persons Exercising Delegated Authority.* The procedures and requirements of
2070 this Policy applicable to the actions, meetings and members of the Board of Directors, and
2071 Foundation officers, also shall apply to any committee exercising delegated power of the Board
2072 of Directors, and any person exercising the delegated power of a Foundation officer,
2073 respectively.

2074 **Article IV Records of Proceedings**

2075 The minutes of the Board shall contain:

- 2076 • The names of the persons who disclosed or otherwise were found to have a Financial
2077 Interest in connection with an actual or possible Conflict of Interest, the nature of the

2078 Financial Interest, actions taken to determine whether a Conflict of Interest was
2079 present, and the Board's decision as to whether a Conflict of Interest in fact existed.

- 2080 • The names of the persons who were present for discussions and votes relating to the
2081 relevant transaction, arrangement or appeal, any alternatives discussed, and a record of
2082 the individual votes cast in connection with the Conflict of Interest proceedings.

2083 **Article V Compensation**

2084 A Board member or Foundation officer who receives compensation, directly or indirectly, from
2085 the Foundation for services may not vote on matters pertaining to that person's compensation,
2086 but is not prohibited from providing information to the Board, or any of its committees,
2087 regarding compensation.

2088 **Article VI Annual Statements**

2089 Each Board member and Foundation officer shall sign a statement annually which affirms that
2090 such person has received a copy of this Policy, has read and understands this Policy, and
2091 understands that the Foundation and the Host LLC maintain not-for-profit and tax-exempt
2092 status, and must engage primarily in activities which accomplish their permitted exempt
2093 purposes.

2094 **Article VII Periodic Reviews**

2095 To ensure that the Foundation operates in a manner consistent with its non-profit purposes
2096 and its status as an organization exempt from federal income tax, the Board shall authorize and
2097 oversee periodic reviews on at least an annual basis of the administration and continuing
2098 suitability of, this Conflict of Interest Policy in consultation with the Host LLC.

2099 **APPENDIX K**
2100 **OPEN MOBILITY FOUNDATION**

2101 **WHISTLEBLOWER POLICY**

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2105 The Foundation and the Host LLC are committed to high standards of ethical, moral, and legal
2106 business conduct, and are further dedicated to acting in good faith with those individuals who
2107 raise concerns regarding incorrect financial reporting, unlawful activity, or otherwise improper
2108 conduct.

2109 This Whistleblower Policy aims to provide individuals with an avenue for raising such concerns,
2110 and to reassure such individuals that they will be protected from reprisal or victimization as a
2111 consequence of reporting the alleged wrongdoing of any officer, director, employee, or agent
2112 of the Foundation.

2113 **Statement of Policy**

2114 No officer, director, employee, or agent of the Foundation shall take any harmful action with
2115 the intent to retaliate against any person, including interference with employment or
2116 livelihood, for providing to a law enforcement officer any truthful information relating to the
2117 commission or possible commission of any offense. Nor will any officer, director, employee, or
2118 agent of the Foundation take any harmful action with intent to retaliate against any person for
2119 reporting to an appropriate senior management or official of the Foundation or the Host LLC
2120 the suspected misuse, misallocation, or theft of any Foundation resources, or suspected or
2121 fraudulent or dishonest conduct.

2122 **Safeguards**

2123 *Harassment or Victimization* – The Foundation and the Host LLC will not tolerate the
2124 harassment or victimization of any employee who raises concerns under this policy.

2125 *Confidentiality* – The Foundation and the Host LLC will make every effort to treat a
2126 complainant's identity with an appropriate regard for confidentiality, with the understanding
2127 that the details of complaints may need to be shared with others in order to investigate such
2128 complaints properly.

2129 *Anonymous Allegations* – Because a thorough investigation often depends on an ability to
2130 gather additional information, the Foundation and the Host LLC encourage complainants to put
2131 their names to allegations of wrongdoing. The Foundation and the Host LLC will explore
2132 anonymous allegations to the extent possible, but will weigh the prudence of continuing such
2133 investigations against the likelihood of confirming the alleged facts or circumstances from
2134 attributable sources.

2135 *Bad Faith Allegations* – Allegations made in bad faith may result in disciplinary action.

2136 **Procedure**

2137 Process for Raising a Concern:

2138 *Reporting* – The Foundation and the Host LLC intend this policy to be used for serious and
2139 sensitive issues. Such concerns, including those relating to financial reporting or unethical or
2140 illegal conduct may be reported directly to the Foundation’s Executive Director.

2141 Employment-related concerns should be reported through supervisors.

2142 In the event that an individual's concern rises to the level that he/she reasonably believes that
2143 notice to the Executive Director will be disregarded or otherwise not fairly considered, the
2144 individual may then report violations or suspected violations to the posted Point of Contact for
2145 the Managers of the Host LLC.

2146 *Timing* – The earlier a concern is expressed, the easier it is to take action.

2147 *Evidence* – Although a complainant is not expected to prove the truth of an allegation, he or she
2148 should be able to demonstrate that he or she has made a report in good faith. The Foundation
2149 and the Host LLC may not be able to fully evaluate vague or generalized complaints.

2150 How the Report of Concern Will Be Handled:

2151 *Initial Inquiries* – The Executive Director or Host LLC Managers will make initial inquiries in
2152 consultation with legal counsel, if necessary, to determine whether or not further investigation
2153 is necessary or appropriate.

2154 *Further Information* – The Executive Director or Host LLC Managers may seek further
2155 information from any officer, director, employee, or agent of the Foundation, and shall take all
2156 reasonable precautions to protect the identity of the complainant to the extent possible while
2157 doing so.

2158 *Reporting* – The Board of Directors shall receive information on each complaint. The Board of
2159 Directors will determine an appropriate response to a report of concern, in consultation with
2160 the Host LLC and the Executive Director and, if necessary, legal counsel. Officers, directors,
2161 employees, and agents of the Foundation who may be implicated in such reports shall not
2162 participate in any deliberation of the Board of Directors related to the complaint, except to
2163 present information directly to the Board on his or her own behalf.

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