

**OPEN MOBILITY FOUNDATION
BYLAWS (v1.50) APPROVED¹**

1. The Foundation.

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

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.

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.

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.

2. Membership and Dues.

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.

2.2. **Classes of Members.** Foundation Members shall be either Public Members or Non-Public Members. A “Public Member” is a government entity. A “Municipal Member” is a Public Member that manages traffic on the public right of way for a particular jurisdiction. A “Non-Public Member” is a Member which does not qualify as a Public Member. 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 v1.50 of the Bylaws, dated January 27, 2021, contains changes to the deliverable approval timeline in Section 5.4. 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.

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

2.3. Joining as a Member; Member Dues. Entities become Members of the Foundation by taking each of the following steps: (a) Submitting a written application with a short description of their status, size, areas of interest and contact parties, and agreeing to be bound by these Bylaws, on a form or document specified by the Executive Director; and (b) paying the dues (if any) applicable to their class of membership ("Dues") as provided below. Public Members are not assessed Dues. The Dues for classes of Member are set from time to time by the Foundation's Board of Directors after consultation with all stakeholders, and may vary by size or nature of participant. Dues when paid entitle a Member to participate as a Member for one year from the date of payment, and are nonrefundable. Members cease to be Members when they either cease paying Dues, withdraw (on a form or document specified by the Executive Director), or are terminated as provided in Section 7.

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

3. Governance.

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

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

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

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

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

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

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

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

3.1.2. Board Vacancies.

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

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

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

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

3.1.4. Initial Board of Directors:

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

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

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

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

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

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

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

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

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

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

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

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

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

3.2. Technology Council

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

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

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

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

3.2.1. Council Membership, Eligibility.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.5.2. Initial Executive Director. James Bryce Clark

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

3.5.4. Initial Treasurer.

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

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

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

4. Working Groups and Committees.

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

4.1 Working Groups.

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

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

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

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

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

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

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

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

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

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

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

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

4.2 Foundation Committees.

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

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

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

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

4.2.2. Committee Chairs. Each Committee is administered by its chair or chairs. The Committee is responsible for assigning maintainer and reviewer roles to Contributors of the 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

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

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

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

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

5. Progression and Status of Deliverables; Liability.

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

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

5.3. Working Group Approved or Committee Approved. Once a Working Group or Foundation Committee believes it has achieved the objectives for a Draft Deliverable and that it conforms to the requirements of its Charter, it should approve the Draft Deliverable, thereby conferring “Working Group Approved” or “Committee Approved” status on it. The WGSC 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 before the desired date of Board approval. Upon the earlier of (a) delivery of
486 the Technology Council's report on that proposal to the Board, or (b) 60 days after its
487 presentation to the Technology Council, the Executive Director or her designee will present that
488 Approved Draft Deliverable to the Board of Directors, along with any report from the
489 Technology Council, for approval 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 14 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,

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

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

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

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

6. Contributions and Licensing

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

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

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

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

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

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

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

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

7. Withdrawal and Termination.

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

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

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

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

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

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

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

8. Use of Name and Marks.

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

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

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

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

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

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

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

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

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

[end]

651

OPEN MOBILITY FOUNDATION BYLAWS

652

INDEX OF DEFINITIONS

653

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656	Architectural Landscape	699	Treasurer: Sec. 3.5.3
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659	Board: Sec. 3.1	702	Working Group or WG: Sec. 4.1
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661	Budget: Sec. 3.5.6	704	Working Group Steering Committee
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696	Series Agreement: Sec. 1.4		

APPENDIX A

OPEN MOBILITY FOUNDATION OPEN MOBILITY DESIGN PRINCIPLES

1. The work of the Foundation will incorporate, develop, and expand on the contribution by the City of Los Angeles of the **Mobility Data Services (“MDS”) specification**, at <https://github.com/openmobilityfoundation/mobility-data-specification>. The Foundation is open to contributions from all sources, recognizing that all contributions may require adaptation to meet these principles.
2. As with the physical public realm, **municipalities hold in the public trust and manage** the digital public realm, which represents the real-time and historic state of vehicles, assets and other devices operating within the right-of-way that is managed by the city for the public good.
3. All technical Foundation work will support a service mesh of interoperable microservices using **standardized APIs and data models**, which can be hosted locally or in the cloud, and is designed to be **cloud vendor-agnostic**. All Foundation work will support federated identity services, role-based access control (RBAC), authentication and authorization based on **open standards**.
4. The Foundation will support the prime importance of **privacy and security** within the MDS architecture. Considering the varying laws and regulations in each jurisdiction where MDS is deployed, and the significant and ongoing benefits offered by different data protection research, frameworks and standards, cities will require a range of options for privacy protective measures. The Foundation and its committees will establish privacy principles and guidelines for transmitting, storing, and processing mobility data. Contributions to the Foundation must identify the relevant privacy and security standards, if any, that have been incorporated.
5. The Foundation will develop and release **working reference code** that fulfills each role and function needed for those results, which will be articulated in the **MDS architectural landscape statement** developed and approved by the Foundation.
6. All Foundation **code will be issued under open source licenses**. It will be penetration tested, assessed for software supply chain vulnerabilities, and certified in an appropriate manner. Systems and applications which manage vehicles, devices and infrastructure will be assessed for conformance by successful interaction with the APIs implemented by the reference code. However, some vendors may choose to implement their own code in support of the MDS APIs.

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

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

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**

805
806 OPEN MOBILITY FOUNDATION
807 [PROPOSED] WORKING GROUP CHARTER

808
809 [NAME] WORKING GROUP
810

811
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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888

889 WG TEMPLATE

890

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.)

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)

894

895

896

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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914 OPEN MOBILITY FOUNDATION

915 WORKING GROUP CHARTER

916

917 MDS CITY SERVICES WORKING GROUP

918

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**

1025
1026 OPEN MOBILITY FOUNDATION
1027 WORKING GROUP CHARTER

1028
1029 MDS PROVIDER SERVICES WORKING GROUP
1030

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.

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APPENDIX E

OPEN MOBILITY FOUNDATION

INITIAL FOUNDATION COMMITTEE CHARTERS

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

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

1153

1154

OPEN MOBILITY FOUNDATION
[PROPOSED] COMMITTEE CHARTER

1155

1156

1157

[NAME] COMMITTEE

1158

1159

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:*

1199

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1203

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.)*

1228

1229

1230

1231

1232

1233

1234

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.)

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)

1241
1242
1243
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.

1254
1255

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

1257
1258 OPEN MOBILITY FOUNDATION
1259 COMMITTEE CHARTER

1260
1261 FOUNDATION ADVISORY COMMITTEE
1262 [Approved with Bylaws at Foundation launch]

1263
1264 This Committee Charter establishes the scope, licensing and initial participation terms for the
1265 Committee (named above, and is subject to the requirements of the Bylaws of the Open Mobility
1266 Foundation ("Foundation"). Parties participate in the Foundation's activities, and are bound by the
1267 terms of this Charter, according to the terms of those Bylaws, their application for membership in the
1268 Foundation (if applicable) and their Contributor License Agreement(s). The Bylaws also contain rules
1269 for the administration, process and work products the Committee.

1270
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.**

1274
1275 1. Full Name of Committee: as stated above.

1276
1277 2. Short Name: ADVISORY COMM
1278 *(Please confine to ~12 characters, will be used in tags and metadata)*

1279
1280 3. Scope of Committee:
1281 *(This is a normative, binding statement.)*
1282 *(Please also see the supplemental purpose and deliverables information below.)*

1283
1284 The Foundation Advisory Committee provides a forum in which the Foundation and its
1285 members can discuss and coordinate Foundation plans and activities with representatives of
1286 non-profit charitable, governmental and NGO organizations, who in some cases may not
1287 qualify for membership in the Foundation, but are identified by the Board of Directors as key
1288 stakeholders in the work of the Foundation. The Board of Directors may invite an external
1289 organization to join at any time, and will instruct the Executive Director to maintain a public
1290 list of members together with a private list of member contact information. The Foundation
1291 Advisory Committee will focus on review and coordination, and providing advice to the Board
1292 of Directors on the prioritization of projects that may be enabled by funded or in-kind
1293 donations other than membership fees. The Committee is not expected to generate any Draft
1294 Deliverables or Foundation Deliverables. Members of the Foundation Advisory Committee
1295 who intend to contribute to other work of the Foundation may do so by identifying a
1296 representative to serve as a Contributor and participate in other relevant Committees or
1297 Working Groups, as provided below.
1298

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**

1359

1360 OPEN MOBILITY FOUNDATION

1361 PRIVACY, SECURITY AND TRANSPARENCY COMMITTEE CHARTER

1362 [Approved with Bylaws at Foundation launch]

1363

1364

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

1474

1475 **E-3. Strategy Committee**

1476
1477 OPEN MOBILITY FOUNDATION
1478 COMMITTEE CHARTER

1479
1480 STRATEGY COMMITTEE
1481

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

[Appendix F, continued]

**OPEN MOBILITY FOUNDATION
Individual CLA INSTRUCTIONS**

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

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

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

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

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

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

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

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

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

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

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

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

1700

1701 **APPENDIX G**

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1703 **OPEN MOBILITY FOUNDATION**

1704 **FORM OF ENTITY CONTRIBUTOR LICENSE AGREEMENT (eCLA)**

1705

1706

1707 Please see the [attached] Instructions before submitting this form.

1708

1709 Entity information

1710

1711 Your organization's full legal name:

1712

1713 The name of your organization's primary representative to the Foundation, who the
1714 Foundation may use for notices and confirmations of approval by your organization: *

1715

1716 Your representative's email address: **

1717

1718 [A valid physical mailing address for your representative, including country:] *

1719

1720 Information about Contributors (listed representatives) †:

1721

1722 Initial list of name, email, and GitHub username of your designated employees or other
1723 representatives whose contributions are subject to this Entity CLA:

1724

1725 Name: *

1726

1727 Email: *

1728

1729 GitHub Username: *

1730

1731 [] Delete

1732

1733 [] Add another contributor

1734

1735 † Please note the eCLA Instructions regarding later additions and deletions of contributors
1736 authorized to contribute as your representatives.

1737

1738 *, ** Please note the statements regarding use of these items in the eCLA Instructions.

1739

1740 **Agreement to License**

1741

1742 This eCLA applies to all material ("Contributions"), including any original work of authorship and any
1743 modifications or additions to an existing work, that your representatives send, post or otherwise
1744 explicitly submit for inclusion in any Foundation repository, now and in the future. Foundation

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

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

Nonassertion Covenant

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

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

Additional Terms

By signing this eCLA, you represent that:

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

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

[end]

[Appendix G, continued]

OPEN MOBILITY FOUNDATION
Entity CLA INSTRUCTIONS

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

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 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.

1870

APPENDIX I

OPEN MOBILITY FOUNDATION CODE OF CONDUCT

Introduction

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

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

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

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

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

Our Expectations:

The Foundation expects all members of the community to:

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

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

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

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

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

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

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

Article IV Records of Proceedings

The minutes of the Board shall contain:

- The names of the persons who disclosed or otherwise were found to have a Financial 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**

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2102 **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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2165 **END OF BYLAWS**

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