

**OPEN MOBILITY FOUNDATION  
BYLAWS (v1.60) APPROVED<sup>1</sup>**

**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

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<sup>1</sup> This v1.60 of the Bylaws, dated April 14, 2021, introduces voluntary donations in lieu of dues for public members in section 2.3 and changes to the rules for budgeting and fund segregation in Section 3.5.6. The effective date for some amendments will occur at the end of a required member notification period, as provided by Sections 3.4 and 13 of the Bylaws.

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, however the Board of Directors may, in consultation with stakeholders, establish a schedule of recommended amounts for voluntary cash donations to be made by Public Members in lieu of 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.**

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

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

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

132           3.1.4. *Initial Board of Directors:*

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

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

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

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

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

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

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

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

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

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

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

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

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

### 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.

259           3.5.6. *Foundation Budget and Funds.* The Foundation’s annual budget (“Budget”),  
260 including the Dues amounts that will apply for the period, shall be proposed to the Board of  
261 Directors by the Executive Director, in consultation with the Host LLC and the Treasurer, no less  
262 than 60 days prior to the first day of the Foundation fiscal year to which it applies. The assets  
263 and liabilities of the Foundation shall be administered in the manner described in the Host LLC  
264 Operating Rules, and subject to the limitations set forth therein, including the maintenance of  
265 appropriate non-profit status.

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

272           **3.6 Appointed Representatives of Foundation Members.** A Foundation Member may  
273 appoint one or more non-employee Contributors to represent and make contributions on  
274 behalf of that entity in Working Groups, Foundation Committees and/or the Technology  
275 Council, by making that designation in writing to the Executive Director. Those non-employee  
276 representatives (the “Appointed Representative” of that Member) shall:

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

283           **3.7 Concentrations of Members on the Board of Directors.** In order to ensure  
284 diversity of stakeholders, no more than one member of the Board of Directors from the same  
285 or overlapping jurisdictions may be seated or serve at the same time.

286           **3.8 Concentrations of Members on the Technical Council.** In order to ensure  
287 diversity of stakeholders, no Member may seat more than one of its representatives on the  
288 Technical Council (or another panel to which this rule applies), whether that individual member  
289 is an employee or an Appointed Representative. No employer or consultancy who supplies  
290 Appointed Representatives to Members may have more than one of its employees or  
291 contractors seated on the Technical Council (or another panel to which this rule applies),  
292 regardless of which Member or Members they represent.

#### 293 **4. Working Groups and Committees.**

294           The technical work of the Foundation shall be conducted in Working Groups, which shall  
295 be composed of Contributors. Policy issues and work shall be conducted in Committees, which  
296 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.

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

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

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

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

- Shall be subject to a member comment and review period (or, if its charter specifies, a public review) in advance of the Committee's final vote to recommend.

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

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

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

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

(i) at an in-person meeting after at least 30 days prior written notice of the meeting to 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.

447           **4.4 Appointed Representatives; Concentrations of Members.** A Foundation Member  
448 may appoint one or more non-employee Appointed Representatives to represent and make  
449 Contributions on behalf of that entity in a Working Group or Foundation Committee, in the  
450 same manner provided in Section 3.6. The concentration limitations of Section 3.7 also shall  
451 apply to the membership of each WGSC and each Foundation Committee.

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

453           **5.1. Working Draft; Document; Deliverable.** Any participant in a Working Group or  
454 Foundation Committee may submit a proposed initial draft document on a topic conforming to  
455 the panel's Charter as a candidate Draft Deliverable of that Working Group. The WGSC chair(s)  
456 or Committee chair(s) will designate each submission as a "Working Draft" document.  
457 "Document" as used here includes any versions of a document, statement or communication  
458 made for the purpose of creating, commenting on, revising, updating, modifying, or adding to  
459 any work product that is to be considered by a Working Group or Foundation Committee.  
460 "Deliverable" as used in these Bylaws means any output from the Foundation or one of its  
461 panels, including Working Drafts, Draft Deliverables, Working Group Approved Deliverables,  
462 Committee Approved Deliverables and Foundation Deliverables.

463           **5.2. Draft Deliverable.** Each Working Draft document of a Working Group or  
464 Foundation Committee must be approved by the Working Group or Foundation Committee in  
465 order to become a "Draft Deliverable." Once the Working Group or Foundation Committee  
466 approves a document as a Draft Deliverable, the Draft Deliverable becomes the basis for all  
467 forward work on that deliverable.

468           **5.3. Working Group Approved or Committee Approved.** Once a Working Group or  
469 Foundation Committee believes it has achieved the objectives for a Draft Deliverable and that it  
470 conforms to the requirements of its Charter, it should approve the Draft Deliverable, thereby  
471 conferring "Working Group Approved" or "Committee Approved" status on it. The WGSC  
472 chair(s) or Committee chair(s) must notify all such approvals to the Executive Director.

473           **5.4. Foundation Approval.** The Executive Director or a designee will present each  
474 Working Group Approved Draft Deliverable to the Technology Council for its review and  
475 recommendation before the desired date of Board approval. Upon the earlier of (a) delivery of  
476 the Technology Council's report on that proposal to the Board, or (b) 60 days after its  
477 presentation to the Technology Council, the Executive Director or her designee will present that  
478 Approved Draft Deliverable to the Board of Directors, along with any report from the  
479 Technology Council, for approval by the Board.

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

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

485           **5.5. Publication and Submission.** Upon the designation of a deliverable as a  
486 Foundation Deliverable, the Executive Director will publish the Foundation Deliverable in a  
487 manner provided by Foundation policies or otherwise agreed upon by the Board of Directors.  
488 Unless the Board specifies otherwise in its approval, Foundation Deliverables will be freely  
489 available to the public. Any publication of a Foundation Deliverable must include the licensing  
490 terms under which the Foundation Deliverable and/or ancillary materials (such as source code)  
491 are being made available, as specified in the applicable Charter(s).

492           **5.6 Alternative Approaches.** As noted in Section 4.1.1, the charter of a WG may  
493 prescribe an alternative model for the progression of Deliverables which may be better suited  
494 to the kind of Deliverables for which the WG is responsible, provided that:

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

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

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

506           **5.7 Liability for Deliverables.** Each Deliverable of any kind published, issued or  
507 approved by the Foundation or any of its panels must conform to a template provided by the  
508 Foundation, which includes a clear and conspicuous statement of (a) its licensure and (b) the  
509 following text (or equivalent disclaimer language approved by the Executive Director):

510           All Open Mobility Foundation deliverables are provided "AS IS", without warranty of any  
511 kind, express or implied, and OMF, as well as all of its Members and Contributors,  
512 expressly disclaim any warranty of merchantability, fitness for a particular or intended  
513 purpose, accuracy, completeness, non-infringement of third party rights, or any other  
514 warranty.

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

521           In addition, except for grossly negligent or intentionally fraudulent acts, OMF and its  
522 officers, directors, agents, Members and Contributors (and their respective  
523 representatives) shall not be liable to any other person or entity for any loss of profits,  
524 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.**



600 8.1. The Foundation may not use any Member's logo, trademark or service mark on any  
601 Foundation material, or otherwise indicate that Member's endorsement, without that party's  
602 express prior written authorization. Truthful identification of participants, Contributors and  
603 contributions from a Member are permitted, and do not imply endorsement.

604 8.2. The Foundation must identify itself in written materials, descriptions and legal  
605 documents consistent with the requirements of these rules, the Series Agreement and the Host  
606 LLC Operating Rules.

607 8.3 The Host LLC may publicly identify the Foundation and its member list as an OASIS  
608 Open Development Foundation Project.

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

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

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

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

627 **13. Amendments; New Versions of Agreement.** Amendments to these Bylaws may be  
628 made by the Board of Directors using the process provided above, including Sections 3.3 and  
629 3.4 thereof, with their effectiveness (a) subject to any actions or approval required by the Host  
630 LLC Operating Rules and (b) occurring no earlier than 30 days after their publication to all  
631 Members, who shall be bound by the Bylaws as amended thereafter. Appendix B may not be  
632 amended without the assent of the Host LLC.

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

639

640

[end]

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OPEN MOBILITY FOUNDATION BYLAWS  
INDEX OF DEFINITIONS

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## 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.

731 **APPENDIX B**

732 **OPEN MOBILITY FOUNDATION**  
733 **SERIES AGREEMENT**

734  
735 This Series (the "Series") of OASIS Open Development Foundation, LLC (the "Host LLC"),  
736 comprised of participants in the manner provided in its Bylaws, shall be called:

737 Short Name. Open Mobility Foundation

738 Legal Name. OASIS Open Development Foundation, LLC, Open Mobility Foundation Series  
739 and shall be managed as follows:

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

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

795  
796 OPEN MOBILITY FOUNDATION  
797 [PROPOSED] WORKING GROUP CHARTER

798  
799 [NAME] WORKING GROUP  
800

801  
802 *This Working Group Charter establishes the scope, licensing and initial participation terms for the*  
803 *Working Group (or “WG”) named above, and is subject to the requirements of the Bylaws of Open*  
804 *Mobility Foundation (“Foundation”). Parties participate in the Foundation’s activities, and are bound*  
805 *by the terms of this Charter, according to the terms of those Bylaws, their application for membership*  
806 *in the Foundation (if applicable) and their Contributor License Agreement(s). The Bylaws also contain*  
807 *rules for the administration, process and work products the Working Group. The Foundation Board of*  
808 *Directors must approve this Charter in order to launch a Working Group, and may choose to amend it,*  
809 *decline, or review it further. Proposers are encouraged to review the current Foundation Architectural*  
810 *Landscape Statement as to its plan of work and existing planned deliverables, before submitting a*  
811 *proposal.*

812  
813  
814 1. *Full Name of WG: as stated above.*

815  
816 2. *Short Name: \_\_\_\_\_ WG*  
817 *(Please confine to ~12 characters, will be used in tags and metadata)*

818  
819 3. *Scope of WG:*  
820 *(This is a normative, binding statement.)*  
821 *(Please also see the supplemental purpose and deliverables information below.)*  
822  
823

824 WG TEMPLATE

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

826 4a. *Not limited*

827 4b. *WG will close when its last deliverable listed below is completed (and any further approvals*  
828 *actions are completed).*

829 4c. *WG will close on \_\_\_\_\_ (date) unless extended by the Board.*

830

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

833 5a. *Not limited*

834 5b. *No more than \_\_\_\_\_ (number).*

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

837

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

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

844

845 7. *Initial Working Group Steering Committee:*

846 \_\_\_\_\_, *representing Member* \_\_\_\_\_

847 \_\_\_\_\_, *representing Member* \_\_\_\_\_

848 \_\_\_\_\_, *representing Member* \_\_\_\_\_

849 \_\_\_\_\_, *representing Member* \_\_\_\_\_

850 \_\_\_\_\_, *representing Member* \_\_\_\_\_

851

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

853 8a. *WG may only issue and approve the deliverables listed below, unless the Board amends this*  
854 *Charter to provide otherwise.*

855 8b. *WG shall issue and seek to approve the deliverables listed below, but may issue and approve*  
856 *other deliverables so long as there are within the Scope stated above, and consistent with the other*  
857 *terms of this Charter and the Bylaws.*

858

859 WG TEMPLATE

860

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

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

863 *(If initial Contributions are anticipated as starting drafts for the WG's work on a deliverable, it is*

864 *recommended but not required that they also be noted below, with URLs if publicly available.)*

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

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877

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879 WG TEMPLATE

880

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

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

883 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)

884

885

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887

888 12. Licensing model for the WG:

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

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

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

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

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OPEN MOBILITY FOUNDATION  
WORKING GROUP CHARTER

MDS CITY SERVICES WORKING GROUP

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

915  
916

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

918

919 2. Short Name: MDS CITY SVC WG

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

921

922 3. Scope of WG:

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

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

925

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

937

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

939 [✓] 4a. Not limited

940 MDS CITY SVC WG

941

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

944 ☒ 5a. Not limited

945

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

948

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

954

955

956 7. Initial Working Group Steering Committee:

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

958

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

960 ☒ 8b. WG shall issue and seek to approve the deliverables listed below, but may issue and  
961 approve other deliverables so long as there are within the Scope stated above, and consistent with  
962 the other terms of this Charter and the Bylaws.

963

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

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

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

968

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

973

974

975 MDS CITY SVC WG

976

977 2. One or more reference implementations which support interoperability verification for the  
978 above APIs, and comply with the Open Mobility Design Principles. One of the main goals of  
979 the Foundation is to foster the creation of interoperable implementations of standard  
980 approved Foundation APIs and data models. Accordingly, tool, language and operational  
981 choices for these reference implementations may be constrained by the Foundation's  
982 Architectural Landscape Statement, composability with other OMF reference  
983 implementations, and common system or toolset choices required by other previously-  
984 approved relevant work.

985

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

987

988 n/a

989

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

993 For each Working Group, the Foundation creates two GitHub teams, for Maintainers and  
994 Contributors. Members of the Maintainers Team are granted Write Access to each of the repositories  
995 managed by the Working Group, while members of the Contributors Team are granted Read Access.  
996 All members of both Teams must be Foundation Contributors. Any Contributor may join the  
997 Contributors Team; members of the Maintainers Team are appointed by the Working Group Steering  
998 Committee. The WGSC may designate specific repositories to manage work in consultation with the  
999 Technical Council.

1000

1001 12. Licensing model for the WG:

1002 Each repository shall require that contributions made under the Apache License v 2.0, if for  
1003 executable artifacts, or otherwise (for non-executable documentation repositories) under the  
1004 Creative Commons CC-BY v4.0 License.

1005 Each deliverable of any kind issued or approved by the WG or published by the Foundation must  
1006 conform to a template provided by the Foundation, which includes a clear and conspicuous statement  
1007 of its licensure and that it is provided on an "AS IS" basis, with a disclaimer of warranties on behalf of  
1008 the Foundation, its Members and participants, and the Host LLC.

1009 13. Alternative Arrangements for Progression of Deliverables *(optional: see Bylaws section 5.)*

1010 The MDS City Services WG will develop a software development life cycle model that reflects the need  
1011 for timely delivery of incremental software releases. The WGSC will identify the Deliverables to which  
1012 the Alternative Arrangements apply, and will request the Board of Directors to amend Section 13 of  
1013 this Working Group Charter to reflect this, consistent with Section 5 of the Bylaws.



1014 **D-2. MDS Provider Services WG**

1015

1016 OPEN MOBILITY FOUNDATION

1017 WORKING GROUP CHARTER

1018

1019 MDS PROVIDER SERVICES WORKING GROUP

1020

1021 This Working Group Charter establishes the scope, licensing and initial participation terms for the  
1022 Working Group (or “WG”) named above, and is subject to the requirements of the Bylaws of the Open  
1023 Mobility Foundation (“Foundation”). Parties participate in the Foundation’s activities, and are bound  
1024 by the terms of this Charter, according to the terms of those Bylaws, their application for membership  
1025 in the Foundation (if applicable) and their Contributor License Agreement(s). The Bylaws also contain  
1026 rules for the administration, process and work products the Working Group.

1027

1028

1029 1. Full Name of WG: as stated above.

1030

1031 2. Short Name: MDS PROV SVC WG

1032 *(Please confine to ~12 characters, will be used in tags and metadata)*

1033

1034 3. Scope of WG:

1035 *(This is a normative, binding statement.)*

1036 *(Please also see the supplemental purpose and deliverables information below.)*

1037

1038 Scope: The Provider Services WG is responsible for delivering an integrated set of Provider  
1039 Services for Mobility. To achieve this, it will define a core set of services and implement a  
1040 vendor-neutral reference implementation which conforms to the Open Mobility Design  
1041 Principles set forth in Appendix A of the Foundation Bylaws. This reference implementation  
1042 will facilitate the certification of compliance and interoperability, and will provide sufficient  
1043 structure and extensibility to support new services created by future OMF Working Groups.  
1044 The starting point for its work will be the Mobility Data Specification (MDS) implementation  
1045 contributed to the Foundation by Los Angeles DoT, including the specifications and  
1046 implementations of the Provider API and supporting software.

1047 The Provider Services WG is responsible only for the development of services operated by  
1048 mobility providers. MDS services which are implemented by cities will be reserved for the City  
1049 Services WG.

1050

1051

1052 MDS PROV SVC WG

1053 4. Duration of WG: *(please circle one)*

1054 [✓] 4a. Not limited

1055

1056 5. Size of WG: The maximum number of voting members of this Working Group shall be: *(please*  
1057 *circle one)*

1058 [✓] 5a. Not limited

1059

1060 Non-voting members are not permitted (other than Advisory Committee or similar liaisons as may be  
1061 explicitly provided by the Board of Directors).

1062

1063 6. Members of WG: Each person participating in the Foundation who (a) has delivered to the  
1064 Executive Director a written indication of their willingness to join the WG and receipt of a copy of this  
1065 Charter, (b) meets any other restrictions listed above as determined by the Executive Director, and (c)  
1066 has signed a properly completed Foundation Individual CLA. The assignment of specific roles within  
1067 the WG are managed by the WGSC.

1068

1069

1070 7. Initial Working Group Steering Committee:

1071 [To be appointed by Board of Directors for 2019]

1072

1073 8. Constraint on Deliverables of the WG: *(please circle one)*

1074 [✓] 8b. WG shall issue and seek to approve the deliverables listed below, but may issue and  
1075 approve other deliverables so long as there are within the Scope stated above, and consistent with  
1076 the other terms of this Charter and the Bylaws.

1077

1078 9. Anticipated WG Deliverables: *(please list)*

1079 *(List may be normative; see question 8 above.)*

1080 *(If initial Contributions are anticipated as starting drafts for the WG's work on a deliverable, it is*  
1081 *recommended but not required that they also be noted below, with URLs if publicly available.)*

1082

1083 1. A set of Mobility Data Specification APIs, which define RESTful APIs used to specify the  
1084 digital relationship between mobility-as-a-service providers and the agencies that regulate or  
1085 license them. The initial set of APIs will be based on Provider (as distinct from 'City') services  
1086 as defined in the initial contribution by the City of Los Angeles Department of Transportation.

1087

1088 MDS PROV SVC WG

1089

1090 2. One or more reference implementations which support interoperability verification for the  
1091 above APIs, and comply with the Open Mobility Design Principles. One of the main goals of  
1092 the Foundation is to foster the creation of interoperable implementations of standard  
1093 approved Foundation APIs and data models. Accordingly, tool, language and operational  
1094 choices for these reference implementations may be constrained by the Foundation's  
1095 Architectural Landscape Statement, composability with other OMF reference  
1096 implementations, and common system or toolset choices required by other previously-  
1097 approved relevant work.

1098

1099 10. Additional Non-Normative Statement of Committee Purpose *(optional)*

1100

1101 n/a

1102

1103 11. Anticipated initial WG repositories to conduct work, and initial maintainers:  
1104 *(Please also note licensing terms, below. Contributors to the WG must execute and deliver*  
1105 *appropriate CLAs in order to participate.)*

1106 For each Working Group, the Foundation creates two GitHub teams, for Maintainers and  
1107 Contributors. Members of the Maintainers Team are granted Write Access to each of the repositories  
1108 managed by the Working Group, while members of the Contributors Team are granted Read Access.  
1109 All members of both Teams must be Foundation Contributors. Any Contributor may join the  
1110 Contributors Team; members of the Maintainers Team are appointed by the Working Group Steering  
1111 Committee. The WGSC may designate specific repositories to manage work in consultation with the  
1112 Technical Council.

1113

1114

1115 12. Licensing model for the WG:

1116 Each repository shall be subject to contributions made under the Apache License v 2.0, if for  
1117 executable artifacts, or otherwise (for documentation repositories) under the Creative Commons CC-  
1118 BY v4.0 License.

1119 Each deliverable of any kind issued or approved by the WG or published by the Foundation must  
1120 conform to a template provided by the Foundation, which includes a clear and conspicuous statement  
1121 of its licensure and that it is provided on an "AS IS" basis, with a disclaimer of warranties on behalf of  
1122 the Foundation, its Members and participants, and the Host LLC.

1123 13. Alternative Arrangements for Progression of Deliverables *(optional: see Bylaws section 5.)*

1124 The MDS Provider Services WG will develop a software development life cycle model that reflects the  
1125 need for timely delivery of incremental software releases. The WGSC will identify the Deliverables to

1126 which the Alternative Arrangements apply, and will request the Board of Directors to amend Section  
1127 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

1142 **E-0. Template for Committee Charter**

1143

1144

OPEN MOBILITY FOUNDATION  
[PROPOSED] COMMITTEE CHARTER

1145

1146

1147

[NAME] COMMITTEE

1148

1149

1150 *This Committee Charter establishes the scope, licensing and initial participation terms for the*  
1151 *Committee named above, and is subject to the requirements of the Bylaws of the Open Mobility*  
1152 *Foundation (“Foundation”). Parties participate in the Foundation’s activities, and are bound by the*  
1153 *terms of this Charter, according to the terms of those Bylaws, their application for membership in the*  
1154 *Foundation (if applicable) and their Contributor License Agreement(s). The Bylaws also contain rules*  
1155 *for the administration, process and work products of the Committee. The Foundation Board of*  
1156 *Directors must approve this Charter in order to launch a Committee, and may choose to amend it,*  
1157 *decline, or review it further. Proposers are encouraged to review the existing structure of Policy*  
1158 *Committees and other bodies currently established by the Foundation before submitting a proposal.*

1159

1160

1161 *1. Full Name of Committee: as stated above.*

1162

1163 *2. Short Name: \_\_\_\_\_ COMM*  
1164 *(Please confine to ~12 characters, will be used in tags and metadata)*

1165

1166 *3. Scope of Committee:*  
1167 *(This is a normative, binding statement.)*  
1168 *(Please also see the supplemental purpose and deliverables information below.)*

1169

1170

1171 *COMM TEMPLATE*

1172 *4. Duration of Committee: (please circle one)*

1173 *4a. Not limited*

1174 *4b. Committee will close when its last deliverable listed below is completed (and any further*  
1175 *approvals actions are completed).*

1176 *4c. Committee will close on \_\_\_\_\_ (date) unless extended by the Board.*

1177

1178 *5. Size of Committee: The maximum number of voting members of this Committee shall be: (please*  
1179 *circle one)*

1180 *5a. Not limited*

1181 *5b. No more than \_\_\_\_\_ (number).*

1182 *Additional non-voting members of the Committee are: (please circle one)*

1183 *5c. Permitted and not limited*

1184 *5d. Permitted but only up to \_\_\_\_\_ non-voting members (number)*

1185 *5e. Not permitted (other than Advisory Committee or similar liaisons as may be explicitly provided*  
1186 *by the Board of Directors).*

1187

1188 *5f. The following additional restrictions (if any) are a requirement of Committee membership:*

1189

1190

1191

1192

1193

1194 *6. Members of Committee: Each person participating in the Foundation who (a) has delivered to the*  
1195 *Executive Director a written indication of their willingness to join the Committee and receipt of a copy*  
1196 *of this Charter, (b) meets any other restrictions listed above (such as qualifications and number of*  
1197 *available seats) as determined by the Executive Director, and (c) has signed a properly completed*  
1198 *Foundation Individual CLA.*

1199

1200 *7. Initial Committee Chairs: (there may one or two)*

1201 \_\_\_\_\_, representing Member \_\_\_\_\_

1202 \_\_\_\_\_, representing Member \_\_\_\_\_

1203

1204 *Committee Chairs are appointed by the Board of Directors, and need not be employees or Appointed*  
1205 *Representatives of Foundation Members.*

1206    *COMM TEMPLATE*

1207    *8.    Constraint on Deliverables of the Committee: (please circle one)*

1208        *8a.   Committee may only issue and approve the deliverables listed below, unless the Board amends*  
1209    *this Charter to provide otherwise.*

1210        *8b.   Committee shall issue and seek to approve the deliverables listed below, but may issue and*  
1211    *approve other deliverables so long as there are within the Scope stated above, and consistent with the*  
1212    *other terms of this Charter and the Bylaws.*

1213

1214    *9.   Anticipated Committee Deliverables: (please list)*

1215    *(List may be normative; see question 8 above.)*

1216    *(If initial Contributions are anticipated as starting drafts for the Committee’s work on a deliverable, it*  
1217    *is recommended but not required that they also be noted below, with URLs if publicly available.)*

1218

1219

1220

1221

1222

1223

1224

1225    *10. Additional Non-Normative Statement of Committee Purpose (optional)*



1226 *COMM TEMPLATE*  
1227

1228 *11. Anticipated initial Committee repositories to conduct work, and initial maintainers:*  
1229 *(Please also note licensing terms, below. Contributors to the Committee must execute and deliver*  
1230 *appropriate CLAs in order to participate.)*

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

1231  
1232  
1233  
1234

1235 *12. Licensing model for the Committee:*  
1236 *Each repository shall be subject to contributions made under Foundation CLAs that apply the Creative*  
1237 *Commons CC-BY v4.0 License, unless a different license is proposed in the chart above, and approved*  
1238 *when this Charter is approved (or amended). Note that patentable materials are out of scope for*  
1239 *Foundation Committees.*

1240 *Each deliverable of any kind issued or approved by the Committee or published by the Foundation*  
1241 *must conform to a template provided by the Foundation, which includes a clear and conspicuous*  
1242 *statement of its licensure and that it is provided on an "AS IS" basis, with a disclaimer of warranties on*  
1243 *behalf of the Foundation, its Members and participants, and the Host LLC.*

1244  
1245

1246 **E-1. Foundation Advisory Committee**

1247  
1248 OPEN MOBILITY FOUNDATION  
1249 COMMITTEE CHARTER

1250  
1251 FOUNDATION ADVISORY COMMITTEE  
1252 [Approved with Bylaws at Foundation launch]

1253  
1254 This Committee Charter establishes the scope, licensing and initial participation terms for the  
1255 Committee (named above, and is subject to the requirements of the Bylaws of the Open Mobility  
1256 Foundation (“Foundation”). Parties participate in the Foundation’s activities, and are bound by the  
1257 terms of this Charter, according to the terms of those Bylaws, their application for membership in the  
1258 Foundation (if applicable) and their Contributor License Agreement(s). The Bylaws also contain rules  
1259 for the administration, process and work products the Committee.

1260  
1261 **This Charter shall be effective as of the first date on which the Board invites a non-profit charitable,**  
1262 **governmental or NGO organization to join the Committee. The Committee shall be established at**  
1263 **that time with the initial members identified in Paragraph 6.**

- 1264  
1265 1. Full Name of Committee: as stated above.  
1266  
1267 2. Short Name: ADVISORY COMM  
1268 *(Please confine to ~12 characters, will be used in tags and metadata)*  
1269  
1270 3. Scope of Committee:  
1271 *(This is a normative, binding statement.)*  
1272 *(Please also see the supplemental purpose and deliverables information below.)*

1273  
1274 The Foundation Advisory Committee provides a forum in which the Foundation and its  
1275 members can discuss and coordinate Foundation plans and activities with representatives of  
1276 non-profit charitable, governmental and NGO organizations, who in some cases may not  
1277 qualify for membership in the Foundation, but are identified by the Board of Directors as key  
1278 stakeholders in the work of the Foundation. The Board of Directors may invite an external  
1279 organization to join at any time, and will instruct the Executive Director to maintain a public  
1280 list of members together with a private list of member contact information. The Foundation  
1281 Advisory Committee will focus on review and coordination, and providing advice to the Board  
1282 of Directors on the prioritization of projects that may be enabled by funded or in-kind  
1283 donations other than membership fees. The Committee is not expected to generate any Draft  
1284 Deliverables or Foundation Deliverables. Members of the Foundation Advisory Committee  
1285 who intend to contribute to other work of the Foundation may do so by identifying a  
1286 representative to serve as a Contributor and participate in other relevant Committees or  
1287 Working Groups, as provided below.  
1288

1289 ADVISORY COMM

1290 4. Duration of Committee: *(please circle one)*

1291 ☒ 4a. Not limited

1292

1293

1294 5. Size of Committee: The maximum number of voting members of this Committee shall be: *(please*  
1295 *circle one)*

1296 ☒ 5a. Not limited (except as noted in 5f below)

1297

1298 Additional non-voting members of the Committee are: *(please circle one)*

1299

1300 ☒ 5e. Not permitted (other than may be explicitly provided by the Board of Directors).

1301

1302 5f. The following additional restrictions (if any) are a requirement of Committee membership:

1303

1304 The membership of the Committee is limited to:

- 1305
  - One member of the Foundation Board of Directors, chosen by the Board.
  - 1306     • The Foundation Executive Director or their delegate.
  - 1307     • One representative of each non-profit charitable, governmental and NGO organization that
  - 1308         has been invited to join the Committee by the Board of Directors, and has accepted the
  - 1309         invitation.

1310

1311 The Board of Directors may adopt resolutions inviting any organization which has a representative  
1312 appointed to the Foundation Advisory Committee to participate on any specific Foundation  
1313 Committee or Working Group Steering Committee as well, by appointing a non-voting advisor to that  
1314 panel. However, any Contributions by those advisors or participants in the relevant repositories  
1315 would require that they agree to a valid Individual CLA.

1316

1317 ADVISORY COMM

1318 6. Members of Committee: Each person listed below, and any who subsequently may be explicitly  
1319 added by the Board of Directors by amending this Charter, who has delivered to the Executive  
1320 Director a written indication of their willingness to join the Committee and receipt of a copy of this  
1321 Charter and the Bylaws.

1322

1323 The initial Members of the Committee shall be:

- 1324 • The chair of the Foundation Board of Directors
- 1325 • The Executive Director of the Foundation
- 1326 • Zia Kahn, representing the Rockefeller Foundation
- 1327 • John Rossant, representing the New Cities Foundation
- 1328 • Martin O'Malley, representing MetroLab
- 1329 • Beth Osborne, representing Transportation for America
- 1330 • Shallen Bhatt, representing the ITS America
- 1331 • Senior representative to be named by UITP

1332 7. Initial Committee Chair: *[to be appointed by Board resolution]*

1333 The Committee Chair is appointed by the Board of Directors, and need not be an employee or  
1334 Appointed Representative of a Foundation Member.

1335 8. Constraint on Deliverables of the Committee: *(please circle one)*

1336 [✓] 8a. Committee may only issue and approve the deliverables listed below, unless the Board  
1337 amends this Charter to provide otherwise.

1338

1339 9. Anticipated Committee Deliverables: *(please list)*

1340 None. This Committee will not maintain repositories nor create licensed Deliverables.

1341 10. Additional Non-Normative Statement of Committee Purpose (optional)

1342 None.

1343 11. Anticipated initial Committee repositories to conduct work, and initial maintainers:

1344 None.

1345 12. Licensing model for the Committee:

1346 None. See item 9.

1347

1348 **E-2. Privacy, Security and Transparency Committee**

1349  
1350 OPEN MOBILITY FOUNDATION  
1351 PRIVACY, SECURITY AND TRANSPARENCY COMMITTEE CHARTER  
1352 [Approved with Bylaws at Foundation launch]

1353  
1354

1355 This Committee Charter establishes the scope, licensing and initial participation terms for the  
1356 Committee, subject to the requirements of the Bylaws of the Open Mobility Foundation  
1357 (“Foundation”). Parties participate in the Foundation’s activities, and are bound by the terms of this  
1358 Charter, according to the terms of those Bylaws, their application for membership in the Foundation  
1359 (if applicable) and their Contributor License Agreement(s). The Bylaws also contain rules for the  
1360 administration, process and work products the Committee.

1361

1362 **This Charter shall be effective immediately after the conclusion of the first meeting of the**  
1363 **Foundation Board of Directors. The Committee shall be established at that time, with such initial**  
1364 **members as are provided in Paragraph 6, and repository information and maintainers as provided**  
1365 **in Paragraph 11, as the Board may designate by resolution.**

1366

1367 1. Full Name of Committee: as stated above.

1368

1369 2. Short Name: PRIV SEC COMM

1370 *(Please confine to ~12 characters, will be used in tags and metadata)*

1371

1372 3. Scope of Committee:

1373 *(This is a normative, binding statement.)*

1374 *(Please also see the supplemental purpose and deliverables information below.)*

1375

1376 The Privacy, Security and Transparency committee will review and develop policy for  
1377 appropriate transparency and data protection measures such as privacy, data retention and  
1378 anonymization features, as well as technical security practices related to urban mobility data  
1379 including but not limited to encryption, role-based access control, and penetration testing.  
1380 These policies shall support responsible and trustworthy data management practices that  
1381 serve individual privacy, security, transparency and safety.

1382

1383 4. Duration of Committee: *(please circle one)*

1384 [✓] 4a. Not limited

1385

1386

1387 PRIV SEC COMM

1388 5. Size of Committee: The maximum number of voting members of this Committee shall be: *(please*  
1389 *circle one)*

1390 ☒ 5b. The Board may limit or change the size of the Committee by resolution.

1391 Additional non-voting members of the Committee are: *(please circle one)*

1392 ☒ 5c. Permitted and not limited

1393

1394 5f. The following additional restrictions (if any) are a requirement of Committee membership:

1395 If the size of the voting membership of the Committee is limited, the Board of Directors may select  
1396 from among qualified applicants if there are more applicants for voting membership than seats  
1397 available.

1398

1399 6. Members of Committee: Each person participating in the Foundation who (a) has executed and  
1400 returned to the Executive Director a written indication of their willingness to join the Committee and  
1401 receipt of a copy of this Charter, (b) meets any other restrictions listed above (such as qualifications  
1402 and number of available seats) as determined by the Executive Director, and (c) has signed a properly  
1403 completed Foundation Individual CLA.

1404

1405 7. Initial Committee Chairs: *(there may be one or two)*

1406 John Clary, representing member City of Austin.

1407

1408 Committee Chairs are appointed by the Board of Directors, and need not be employees or Appointed  
1409 Representatives of Foundation Members.

1410

1411 8. Constraint on Deliverables of the Committee: *(please circle one)*

1412

1413 ☒ 8b. Committee shall issue and seek to approve the deliverables listed below, but may issue and  
1414 approve other deliverables so long as there are within the Scope stated above, and consistent with  
1415 the other terms of this Charter and the Bylaws.

1416

1417

1418 PRIV SEC COMM

1419

1420 9. Anticipated Committee Deliverables: *(please list)*

1421 *(List may be normative; see question 8 above.)*

1422 *(If initial Contributions are anticipated as starting drafts for the Committee's work on a deliverable, it*  
1423 *is recommended but not required that they also be noted below, with URLs if publicly available.)*

1424

1425 1. Review and assess the relevance of relevant data security practices for compliance with  
1426 current and expected legal and regulatory requirements for urban mobility data, both at rest  
1427 (as stored) and in transit (in messaging).

1428 2. Review and assess the relevance of relevant data privacy practices for compliance with  
1429 current and expected legal and regulatory requirements for urban mobility data.

1430 3. Review and develop policies for data retention, data minimization and anonymization, and  
1431 role-based access control for urban mobility data, regarding consumer data, data generated  
1432 from public devices and sources, data generated from mobility provider devices, and  
1433 aggregated data. as well as operational practices related to urban mobility data privacy and  
1434 security, including penetration testing and audit.

1435 4. Review and develop policies and best practices (including operational practices) for data  
1436 retention, data minimization and anonymization, and role-based access control for urban  
1437 mobility data, regarding consumer data, data generated from public devices and sources, data  
1438 generated from mobility provider devices, and aggregated data.

1439 5. Review and develop policies and best practices (including operational practices) for urban  
1440 mobility data security, including penetration testing and audit.

1441 6. Propose Foundation deliverables and other projects to assist cities in implementing the  
1442 foregoing data security and privacy policies and practices, and provide comment as needed to  
1443 the Foundation Architecture's assumptions and elements that describe or affect data security  
1444 or privacy issues.

1445

1446 10. Additional Non-Normative Statement of Committee Purpose (optional)

1447 n/a

1448 PRIV SEC COMM  
1449

1450 11. Anticipated initial Committee repositories to conduct work, and initial maintainers:  
1451 *(Please also note licensing terms, below. Contributors to the Committee must execute and deliver*  
1452 *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)

1453

1454 12. Licensing model for the Committee:

1455 Each repository shall be subject to contributions made under Foundation CLAs that apply the Creative  
1456 Commons CC-BY v4.0 License, unless a different license is proposed in the chart above and approved  
1457 when this Charter is approved (or amended). Note that patentable materials are out of scope for  
1458 Foundation Committees.

1459 Each deliverable of any kind issued or approved by the Committee or published by the Foundation  
1460 must conform to a template provided by the Foundation, which includes a clear and conspicuous  
1461 statement of its licensure and that it is provided on an "AS IS" basis, with a disclaimer of warranties on  
1462 behalf of the Foundation, its Members and participants, and the Host LLC.

1463

1464



1465 **E-3. Strategy Committee**

1466  
1467 OPEN MOBILITY FOUNDATION  
1468 COMMITTEE CHARTER

1469  
1470 STRATEGY COMMITTEE  
1471

1472  
1473 This Committee Charter establishes the scope, licensing and initial participation terms for the  
1474 Committee (named above, and is subject to the requirements of the Bylaws of the Open Mobility  
1475 Foundation (“Foundation”). Parties participate in the Foundation’s activities, and are bound by the  
1476 terms of this Charter, according to the terms of those Bylaws, their application for membership in the  
1477 Foundation (if applicable) and their Contributor License Agreement(s). The Bylaws also contain rules  
1478 for the administration, process and work products of the Committee.

1479  
1480  
1481  
1482 1. Full Name of Committee: as stated above.

1483  
1484 2. Short Name: STRATEGY COMM  
1485 *(Please confine to ~12 characters, will be used in tags and metadata)*

1486  
1487 3. Scope of Committee:  
1488 *(This is a normative, binding statement.)*  
1489 *(Please also see the supplemental purpose and deliverables information below.)*

1490  
1491 The Strategy Committee enables public agencies and regulatory representatives to review and  
1492 consider alignment of their policies and programs in support of urban mobility and mobility-  
1493 as-a-service, and to assist in identifying current and future Foundation projects that support  
1494 these policies. This may include creating functional requirements for automated systems to  
1495 monitor and manage policies using historical or real-time data.

1496  
1497 4. Duration of Committee: *(please circle one)*

1498 [✓] 4a. Not limited

1499

1500 STRATEGY COMM

1501 5. Size of Committee: The maximum number of voting members of this Committee shall be: *(please*  
1502 *circle one)*

1503 ☒ 5b. The Board may limit or change the size of the Committee by resolution.

1504 Additional non-voting members of the Committee are: *(please circle one)*

1505 ☒ 5c. Permitted and not limited

1506

1507 5f. The following additional restrictions (if any) are a requirement of Committee membership:

1508

1509 If the size of the voting membership of the Committee is limited, the Board of Directors may select  
1510 from among qualified applicants if there are more applicants for voting membership than seats  
1511 available.

1512

1513

1514 6. Members of Committee: Each person participating in the Foundation who (a) has delivered to the  
1515 Executive Director a written indication of their willingness to join the Committee and receipt of a copy  
1516 of this Charter, (b) meets any other restrictions listed above (such as qualifications and number of  
1517 available seats) as determined by the Executive Director, and (c) has signed a properly completed  
1518 Foundation Individual CLA.

1519

1520 7. Initial Committee Chairs: *(there may one or two)*

1521 Jacob Sherman , representing member City of Portland.

1522

1523 8. Constraint on Deliverables of the Committee: *(please circle one)*

1524 ☒ 8b. Committee shall issue and seek to approve the deliverables listed below, but may issue and  
1525 approve other deliverables so long as there are within the Scope stated above, and consistent with  
1526 the other terms of this Charter and the Bylaws.

1527

1528 9. Anticipated Committee Deliverables: *(please list)*

1529 *(List may be normative; see question 8 above.)*

1530 *(If initial Contributions are anticipated as starting drafts for the Committee's work on a deliverable, it*  
1531 *is recommended but not required that they also be noted below, with URLs if publicly available.)*

1532

1533 1. Review and compare urban mobility and mobility-as-a-service programs, with particular  
1534 focus on the infrastructure of regulations, rules and public agency roles that support them.  
1535 Provide comment as needed to the Foundation Architecture's assumptions and elements that  
1536 describe or affect those rules and roles.

1537 STRATEGY COMM

1538

1539

1540 2. Review and comment on existing and future Foundation projects that support these rules  
1541 and roles.

1542 3. Develop and/or review functional requirements for automated systems to monitor and  
1543 manage policies using historical or real-time data.

1544

1545 10. Additional Non-Normative Statement of Committee Purpose (optional)

1546

1547 Cities often are interested in the use of Foundation technologies in order to implement,  
1548 inform, and enable a variety of urban policies. The function of the Strategy Committee is to  
1549 enable public agency experts to compare, review and align policies, and to provide feedback  
1550 on the utility and functionality of current and future Foundation deliverables, and to review  
1551 and compare plans and experience with urban mobility programs and policies.

1552

1553 11. Anticipated initial Committee repositories to conduct work, and initial maintainers:  
1554 *(Please also note licensing terms, below. Contributors to the Committee must execute and deliver*  
1555 *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)

1556

1557 12. Licensing model for the Committee:

1558 Each repository shall be subject to contributions made under Foundation CLAs that apply the Creative  
1559 Commons CC-BY v4.0 License, unless a different license is proposed in the chart above, and approved  
1560 when this Charter is approved (or amended). Note that patentable materials are out of scope for  
1561 Foundation Committees.

1562 Each deliverable of any kind issued or approved by the Committee or published by the Foundation  
1563 must conform to a template provided by the Foundation, which includes a clear and conspicuous  
1564 statement of its licensure and that it is provided on an "AS IS" basis, with a disclaimer of warranties on  
1565 behalf of the Foundation, its Members and participants, and the Host LLC.



1567 **APPENDIX F**

1568  
1569 **OPEN MOBILITY FOUNDATION**  
1570 **FORM OF INDIVIDUAL CONTRIBUTOR LICENSE AGREEMENT (CLA)**

1571  
1572  
1573 Please see the [attached] Instructions before submitting this form.

1574  
1575 Contributor information

1576  
1577 Your personal name: \*

1578  
1579 Your email address: \*\*

1580  
1581 Your GitHub Username: \*

1582  
1583 [A valid physical mailing address for you, including country:] \*  
1584

1585 If contributing on behalf of a third party†:

1586  
1587 Please provide your employer's or organization's name, if you are contributing material as part  
1588 of your employment or engagement with them: \*

1589  
1590 Name of that employer or organization's representative:

1591  
1592 Email address for that representative: \*\*  
1593

1594 \*, \*\*, † Please note the statements regarding use of these items in the CLA Instructions.  
1595

1596 **Agreement to License**

1597  
1598 This CLA applies to all material ("Contributions"), including any original work of authorship and any  
1599 modifications or additions to an existing work, that you send, post or otherwise explicitly submit for  
1600 inclusion in any Foundation repository, now and in the future. Foundation repositories and the  
1601 works created from them are governed by the Foundation Bylaws, which may also affect the  
1602 application of this CLA.  
1603

1604 You agree to license all of your rights in each of your Contributions, under the terms of the specific  
1605 "Applicable License" designated in the LICENSE.MD file in the repository into which it is submitted (at  
1606 the time you sign this form), for the benefit of both the Foundation and all later parties who that  
1607 Applicable License benefits. The licenses granted there and in this CLA by you are perpetual,  
1608 worldwide, non-exclusive and irrevocable, and include copyright permission to the Foundation to  
1609 publish your Contributions without royalties, and permit others to do so, including in the ways  
1610 described in the Foundation Bylaws. You may withdraw in the future from this CLA, and end your

1611 access to contribute to its repositories, but that withdrawal will not terminate your license already  
1612 granted for any Contributions made while you still have that access.

1613

1614

#### **Nonassertion Covenant**

1615

1616 You also promise that you will not assert any royalty claims nor patent claims licensable by you that  
1617 are necessarily infringed by an implementation of an approved Foundation Deliverable, against the  
1618 Foundation or any user of that work, for any compliant implementation of that work.

1619

1620 Your promise to do so is irrevocable, but (a) will no longer apply to new Foundation Deliverables  
1621 approved after you resign as a Contributor or depart from the Foundation; and (b) you may suspend  
1622 or revoke that promise to any person who alleges in writing or files a suit asserting that your  
1623 Contribution, or the work to which you have contributed, constitutes direct or contributory patent  
1624 infringement.

1625

1626

#### **Additional Terms**

1627

1628 You represent that you have all of the legal rights necessary to license each of your Contributions  
1629 under the terms of the Applicable License, and to make the promises stated in this CLA. If any part of  
1630 your Contribution incorporates the original work of another party, or if you are employed by or  
1631 contributing your work-for-hire supplied to another party, by signing this CLA you also confirm to us  
1632 that you have received any necessary permissions from that party to submit your Contributions and  
1633 grant these licenses and promises.

1634

1635 Most Foundation repositories are public, and most Foundation work is intended to create publicly-  
1636 available materials. By signing, you agree that a record of your Contributions, including your  
1637 identifying name and GitHub handle, may be permanently maintained and freely redistributed.

1638

1639

1640

[end]

1641

**[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!

1690  
1691 **APPENDIX G**  
1692

1693 **OPEN MOBILITY FOUNDATION**  
1694 **FORM OF ENTITY CONTRIBUTOR LICENSE AGREEMENT (eCLA)**

1695  
1696  
1697 Please see the [attached] Instructions before submitting this form.  
1698

1699 Entity information  
1700

1701 Your organization's full legal name:  
1702

1703 The name of your organization's primary representative to the Foundation, who the  
1704 Foundation may use for notices and confirmations of approval by your organization: \*  
1705

1706 Your representative's email address: \*\*  
1707

1708 [A valid physical mailing address for your representative, including country:] \*  
1709

1710 Information about Contributors (listed representatives) †:  
1711

1712 Initial list of name, email, and GitHub username of your designated employees or other  
1713 representatives whose contributions are subject to this Entity CLA:  
1714

1715 Name: \*  
1716

1717 Email: \*  
1718

1719 GitHub Username: \*  
1720

1721 [ ] Delete  
1722

1723 [ ] Add another contributor  
1724

1725 † Please note the eCLA Instructions regarding later additions and deletions of contributors  
1726 authorized to contribute as your representatives.  
1727

1728 \*, \*\* Please note the statements regarding use of these items in the eCLA Instructions.  
1729

1730 **Agreement to License**  
1731

1732 This eCLA applies to all material ("Contributions"), including any original work of authorship and any  
1733 modifications or additions to an existing work, that your representatives send, post or otherwise  
1734 explicitly submit for inclusion in any Foundation repository, now and in the future. Foundation



1735 repositories and the works created from them are governed by the Foundation Bylaws, which may  
1736 also affect the application of this eCLA.

1737

1738 You agree to license all of your rights in each of your Contributions, under the terms of the specific  
1739 "Applicable License" designated in the LICENSE.MD file in the repository into which it is submitted (at  
1740 the time you sign this form), for the benefit of both the Foundation and all later parties who that  
1741 Applicable License benefits. The licenses granted there and in this eCLA by you are perpetual,  
1742 worldwide, non-exclusive and irrevocable, and include copyright permission to the Foundation to  
1743 publish your contributions without royalties, and permit others to do so, including in the ways  
1744 described in the Foundation Bylaws. You may withdraw in the future from this CLA, and end your  
1745 access to contribute to its repositories, but that withdrawal will not terminate your license already  
1746 granted for any Contributions made by your representatives while you still have that access.

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#### **Nonassertion Covenant**

1750 You also promise that you will not assert any royalty claims nor patent claims licensable by you that  
1751 are necessarily infringed by an implementation of an approved Foundation Deliverable, against the  
1752 Foundation or any user of that work, for any compliant implementation of that work.

1753

1754 Your promise to do so is irrevocable, but (a) will no longer apply to new Foundation Deliverables  
1755 approved after you resign or are terminated as a Member (or, if you signed this eCLA but are not a  
1756 Member, after you notify the Foundation in writing that this eCLA is terminated); and (b) you may  
1757 suspend or revoke that promise to any person who alleges in writing or files a suit asserting that your  
1758 Contribution, or the work to which you have contributed, constitutes direct or contributory patent  
1759 infringement.

1760

1761

1762

#### **Additional Terms**

1763 By signing this eCLA, you represent that:

- 1764 • You have all of the legal rights necessary to license each of the Contributions made by your  
1765 representatives under the terms of the Applicable License, and to make the promises stated in  
1766 this eCLA.
- 1767 • You have included in this eCLA (or will add) as listed representatives all contributors who are  
1768 making Contributions of your work as your representatives.
- 1769 • If any part of those Contributions incorporates the original work of another party, whether or  
1770 not affiliated with you, you also confirm to us that you have received any necessary  
1771 permissions from that party to submit your Contributions and grant these licenses and  
1772 promises.

1773

1774 Most Foundation repositories are public, and most Foundation work is intended to create publicly-  
1775 available materials. By signing, you agree that a record of the Contributions made by your  
1776 representatives, including the identification of you as a contributing entity, may be permanently  
1777 maintained and freely redistributed.

1778

1779

[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.

1828 You may submit a CLA by clicking the "Accept" button on the form. You should then receive an email message  
1829 from \_\_\_\_\_@\_\_\_\_\_.org with the subject line "Open Mobility Foundation Confirmation". Please reply  
1830 to that email message, to confirm that the information submitted in the CLA form is correct, and that you  
1831 submitted the CLA. Questions may also be submitted directly to Foundation staff at any time: send general  
1832 questions to \_\_\_\_\_@\_\_\_\_\_.org and CLA-related questions to \_\_\_\_\_@\_\_\_\_\_.org.  
1833 We look forward to your participation and contributions to better urban mobility practices!

1834

## APPENDIX H

1835

### OPEN MOBILITY FOUNDATION ANTITRUST GUIDELINES

1836

1837

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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.

1860

## 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

1901 properly called and scheduled in advance; and conducted so as to permit the presence of as  
1902 many participants as is logistically feasible. However, presiding officers are permitted to take  
1903 the steps described in this Code to maintain orderly meetings, and may limit the right to speak  
1904 at a panel's meeting to members of the panel in question; and meetings are not obligated to  
1905 accommodate all visitors beyond reasonable feasibility limits. Nonmember and public  
1906 comment facilities will be maintained through the Foundation's repository system.

1907 • *Be welcoming* – We strive to be a community that welcomes and supports people of all  
1908 backgrounds and identities. This includes, but is not limited to, members of any race, ethnicity,  
1909 culture, national origin, color, immigration status, social and economic class, educational level,  
1910 sex, sexual orientation, gender identity and expression, age, size, family status, political belief,  
1911 religion and mental and physical ability.

1912 • *Be considerate* – Our work will be used by other people, and we in turn will depend on the  
1913 work of others. Any decision we take will affect users and colleagues, and we should take those  
1914 consequences into account when making decisions. Recognize that you don't have all the  
1915 answers.

1916 • *Be respectful* – Not all of us will agree all the time, but disagreement is no excuse for poor  
1917 behavior and poor manners. We might all experience some frustration now and then, but we  
1918 cannot allow that frustration to turn into a personal attack. It's important to remember that a  
1919 community where people feel uncomfortable or threatened is not a productive one. Members  
1920 of the community should be respectful when dealing with other contributors as well as with  
1921 people outside of the community and with users of the projects managed by the Foundation.

1922 • *Address disagreements honestly and respectfully* - Disagreements happen all the time. They  
1923 are critical to robust dialog and innovation. Disagreement is a sign that an issue matters. The  
1924 key is to disagree and discuss differing views constructively. Foundation participants should  
1925 develop and test ideas impartially, without finding fault with the colleague proposing the idea.  
1926 We dispute ideas by using reasoned argument, rather than through intimidation or ad  
1927 hominem attack. Focus on helping to resolve issues and learning from mistakes.

1928 **We take the following very seriously:**

1929 We take the following very seriously, and any violations may impact your ability to participate  
1930 in The Foundation community.

1931 *Respect the election, voting and consensus process.* Members of the OMF community should  
1932 respect that elections and votes are some of the mechanisms designed to enable the  
1933 community to reach consensus, make decisions, and make progress on our common mission.  
1934 Open respectful debate is welcome and accepted. Thwarting the ability of others to express  
1935 their votes, ballot stuffing, or other deceptive practices or rule abuse are not.

1936 *Be careful with your words and actions.* We are a community of professionals, and we conduct  
1937 ourselves professionally. Do not insult or put down other participants. Harassment and other  
1938 exclusionary behavior is not acceptable and should be reported. This includes but is not limited  
1939 to:

- 1940 • Violent threats or language directed against another person.
- 1941 • Discriminatory jokes and language.
- 1942 • Posting sexually suggestive, explicit or violent material.
- 1943 • Posting (or threatening to post) other people's personally identifying information
- 1944 ("doxing").
- 1945 • Personal insults, especially those using racist or sexist terms.
- 1946 • Unwelcome sexual attention.
- 1947 • Advocating for, or encouraging, any of the above behavior.
- 1948 • Repeated harassment of others. In general, if someone asks you to stop, then stop.

1949 Do not abuse the OMF rules and processes. The rules and processes of OMF are designed to  
1950 enable cities, urban mobility experts, software developers, and others work effectively together  
1951 to achieve

#### 1952 **Presiding over meetings**

1953 Each committee, working group and other panel within the Foundation has one or more  
1954 presiding chairs or similar officials, who are responsible for running its meetings, and  
1955 moderating its live and online discussions. Those presiding officials are empowered to suspend  
1956 or postpone discussions and debates when this Code is violated, and to exclude participants  
1957 who violate this Code, if necessary to maintain the orderly, respectful progress of the  
1958 Foundation's business, but all subject to the right of any party to appeal those decisions as  
1959 provided below.

#### 1960 **Process to file complaint**

1961 If you believe that this Code of Conduct is being violated, or you are being harassed, or you  
1962 believe that you have been wrongly accused of violating the Code of Conduct or have any other  
1963 concerns, (a) please contact the Foundation's Executive Director, unless (b) the Executive  
1964 Director's actions are the basis for the wrongful conduct, in which case, please contact the  
1965 posted Point of Contact for the Managers of the OASIS Open Development Foundation, LLC (the  
1966 Host LLC).

1967 Be prepared to provide as much of the following information as possible in writing to that party  
1968 receiving the report (the Responding Party): identifying the person or group you believe is  
1969 violating or misusing the Code of Conduct, the nature and date(s) of the violation, other people  
1970 involved, and whether or not you prefer your complaint to be kept anonymous.

1971 The Responding Party will be responsible for notifying the alleged offender of the complaint,  
1972 investigating the complaint, determining the violation, if any, determining the appropriate  
1973 penalty or corrective action, if any, and communicating the resolution to the parties involved.  
1974 The Responding Party may, if appropriate, share the report or appropriate portions of it with  
1975 the Foundation Board of Directors and/or the Host LLC Managers.

1976 Penalties or corrective actions may include:

1977 • Directing the offender to cease the behavior and warning that any further violations will  
1978 result in sanctions

1979 • Banning or suspending the offender from Wiki or Git channels or mailing lists or other  
1980 communications channels controlled by the Foundation

1981 • Ending any or all volunteer responsibilities or privileges that the offender holds from the  
1982 Foundation (either indefinitely or for a certain time period)

1983 • Banning the offender from Foundation projects or sponsored events (either indefinitely or  
1984 for a certain time period)

1985 • Removing the offender from membership or participation in the Foundation

1986 • Reversing decisions or approvals made by, influenced by, or led by the offender if such are  
1987 deemed to be attributable to the wrongful behavior.

1988

1989 The Foundation gratefully acknowledges the OpenStack Foundation, the IETF, the JS  
1990 Foundation, the Apache Software Foundation, the Contributor Covenant, and OASIS Open  
1991 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

2000 The purpose of this conflict of interest policy is to protect the interests of the Foundation and  
2001 the Host LLC when the Foundation contemplates entering into actions or arrangements that  
2002 might benefit the private interest of an officer or director of the Foundation or might result in a  
2003 possible excess benefit transaction. This policy supplements but does not replace any  
2004 applicable state and federal laws governing conflicts of interest.

#### Article II Definitions

2006 *Interested Person.* Any Board member, Foundation officer, or person exercising delegated  
2007 authority as described in Article III, who has a direct or indirect Financial Interest, as defined  
2008 below, is an Interested Person for purposes of this policy.

2009 *Financial Interest.* A person has a Financial Interest with respect to a proposed transaction,  
2010 arrangement or appeal, if the person has, directly or indirectly, through business, employment,  
2011 investment, or family:

- 2012 • An ownership or investment interest in any entity with which the Foundation has or  
2013 proposes to have a transaction or arrangement or adjudicates an appeal,
- 2014 • A compensation arrangement with the Foundation or with any entity or individual with  
2015 which the Foundation has or proposes to have a transaction or arrangement or  
2016 adjudicates an appeal, or
- 2017 • A likely potential ownership or investment interest in, or compensation arrangement  
2018 with, any entity or individual with which the Foundation has or proposes to have a  
2019 transaction or arrangement or adjudicates an appeal.

2020 *Compensation* includes direct and indirect remuneration as well as gifts or favors that are not  
2021 insubstantial. A Financial Interest is not necessarily a Conflict of Interest. Article III of this  
2022 Policy provides a description of how the Board determines whether a Conflict of Interest exists.

#### Article III Procedures

2024 *Duty to Disclose.* Members of the Board and Foundation officers must disclose to the Board  
2025 and the Host LLC the existence of a Financial Interest and all material facts that may give rise to  
2026 an actual or possible Conflict of Interest, when the Board considers the proposed transaction,  
2027 arrangement or appeal.

2028 *Determining Whether a Conflict of Interest Exists.* When a Board member or Foundation  
2029 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

2068 Financial Interest, actions taken to determine whether a Conflict of Interest was  
2069 present, and the Board's decision as to whether a Conflict of Interest in fact existed.

- 2070 • The names of the persons who were present for discussions and votes relating to the  
2071 relevant transaction, arrangement or appeal, any alternatives discussed, and a record of  
2072 the individual votes cast in connection with the Conflict of Interest proceedings.

#### 2073 **Article V Compensation**

2074 A Board member or Foundation officer who receives compensation, directly or indirectly, from  
2075 the Foundation for services may not vote on matters pertaining to that person's compensation,  
2076 but is not prohibited from providing information to the Board, or any of its committees,  
2077 regarding compensation.

#### 2078 **Article VI Annual Statements**

2079 Each Board member and Foundation officer shall sign a statement annually which affirms that  
2080 such person has received a copy of this Policy, has read and understands this Policy, and  
2081 understands that the Foundation and the Host LLC maintain not-for-profit and tax-exempt  
2082 status, and must engage primarily in activities which accomplish their permitted exempt  
2083 purposes.

#### 2084 **Article VII Periodic Reviews**

2085 To ensure that the Foundation operates in a manner consistent with its non-profit purposes  
2086 and its status as an organization exempt from federal income tax, the Board shall authorize and  
2087 oversee periodic reviews on at least an annual basis of the administration and continuing  
2088 suitability of, this Conflict of Interest Policy in consultation with the Host LLC.

2089 **APPENDIX K**  
2090 **OPEN MOBILITY FOUNDATION**

2091  
2092 **WHISTLEBLOWER POLICY**

2093  
2094  
2095 The Foundation and the Host LLC are committed to high standards of ethical, moral, and legal  
2096 business conduct, and are further dedicated to acting in good faith with those individuals who  
2097 raise concerns regarding incorrect financial reporting, unlawful activity, or otherwise improper  
2098 conduct.

2099 This Whistleblower Policy aims to provide individuals with an avenue for raising such concerns,  
2100 and to reassure such individuals that they will be protected from reprisal or victimization as a  
2101 consequence of reporting the alleged wrongdoing of any officer, director, employee, or agent  
2102 of the Foundation.

2103 **Statement of Policy**

2104 No officer, director, employee, or agent of the Foundation shall take any harmful action with  
2105 the intent to retaliate against any person, including interference with employment or  
2106 livelihood, for providing to a law enforcement officer any truthful information relating to the  
2107 commission or possible commission of any offense. Nor will any officer, director, employee, or  
2108 agent of the Foundation take any harmful action with intent to retaliate against any person for  
2109 reporting to an appropriate senior management or official of the Foundation or the Host LLC  
2110 the suspected misuse, misallocation, or theft of any Foundation resources, or suspected or  
2111 fraudulent or dishonest conduct.

2112 **Safeguards**

2113 *Harassment or Victimization* – The Foundation and the Host LLC will not tolerate the  
2114 harassment or victimization of any employee who raises concerns under this policy.

2115 *Confidentiality* – The Foundation and the Host LLC will make every effort to treat a  
2116 complainant's identity with an appropriate regard for confidentiality, with the understanding  
2117 that the details of complaints may need to be shared with others in order to investigate such  
2118 complaints properly.

2119 *Anonymous Allegations* – Because a thorough investigation often depends on an ability to  
2120 gather additional information, the Foundation and the Host LLC encourage complainants to put  
2121 their names to allegations of wrongdoing. The Foundation and the Host LLC will explore  
2122 anonymous allegations to the extent possible, but will weigh the prudence of continuing such  
2123 investigations against the likelihood of confirming the alleged facts or circumstances from  
2124 attributable sources.

2125 *Bad Faith Allegations* – Allegations made in bad faith may result in disciplinary action.

2126 **Procedure**

2127 Process for Raising a Concern:

2128 *Reporting* – The Foundation and the Host LLC intend this policy to be used for serious and  
2129 sensitive issues. Such concerns, including those relating to financial reporting or unethical or  
2130 illegal conduct may be reported directly to the Foundation’s Executive Director.

2131 Employment-related concerns should be reported through supervisors.

2132 In the event that an individual's concern rises to the level that he/she reasonably believes that  
2133 notice to the Executive Director will be disregarded or otherwise not fairly considered, the  
2134 individual may then report violations or suspected violations to the posted Point of Contact for  
2135 the Managers of the Host LLC.

2136 *Timing* – The earlier a concern is expressed, the easier it is to take action.

2137 *Evidence* – Although a complainant is not expected to prove the truth of an allegation, he or she  
2138 should be able to demonstrate that he or she has made a report in good faith. The Foundation  
2139 and the Host LLC may not be able to fully evaluate vague or generalized complaints.

2140 How the Report of Concern Will Be Handled:

2141 *Initial Inquiries* – The Executive Director or Host LLC Managers will make initial inquiries in  
2142 consultation with legal counsel, if necessary, to determine whether or not further investigation  
2143 is necessary or appropriate.

2144 *Further Information* – The Executive Director or Host LLC Managers may seek further  
2145 information from any officer, director, employee, or agent of the Foundation, and shall take all  
2146 reasonable precautions to protect the identity of the complainant to the extent possible while  
2147 doing so.

2148 *Reporting* – The Board of Directors shall receive information on each complaint. The Board of  
2149 Directors will determine an appropriate response to a report of concern, in consultation with  
2150 the Host LLC and the Executive Director and, if necessary, legal counsel. Officers, directors,  
2151 employees, and agents of the Foundation who may be implicated in such reports shall not  
2152 participate in any deliberation of the Board of Directors related to the complaint, except to  
2153 present information directly to the Board on his or her own behalf.

2154

2155 **END OF BYLAWS**

2156