

# Open Device Alliance

## Charter Document

## Bylaws

*A Texas Nonprofit Corporation  
Adopted by the Board of Directors*

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## ARTICLE I: NAME, PURPOSES, AND ORGANIZATION

### Section 1.1 – Name

The name of this corporation is the **Open Device Alliance** (hereinafter referred to as the "Alliance" or "ODA"). The Alliance is a nonprofit corporation organized and existing under the nonprofit corporation laws of the State of Texas.

### Section 1.2 – Principal Purposes

The Alliance is organized and operated exclusively for charitable, scientific, educational, and business league purposes within the meaning of Section 501(c)(6) of the Internal Revenue Code (26 U.S.C. § 501(c)(6)) (or corresponding section of any future federal tax code), without private inurement of earnings or net income to any member, director, officer, or other individual. The specific purposes are:

- (a) Developing and promoting industry standards, specifications, interoperability testing, certification programs, compatibility frameworks, and best practices to enable mainstream

smartphones, mobile devices, and other User Equipment (UE) to operate natively and securely on private 4G/5G networks, neutral-host networks, alternative cellular infrastructures, and related telecommunications environments;

(b) Reducing barriers to widespread device compatibility, functionality, feature enhancements, and network innovation, including but not limited to carrier lock-in, PLMN ID (Public Land Mobile Network Identifier) restrictions, frequency band limitations, SIM/eSIM constraints, carrier bundle dependencies, and emergency services integration challenges;

(c) Fostering neutral, collaborative engagement among device manufacturers, chipset vendors, network operators, enterprises, system integrators, government agencies, and other stakeholders to accelerate adoption of private and alternative cellular networks;

(d) Promoting technical interoperability, reducing technical and business fragmentation, and enabling enterprise innovation and competition in the mobile device and network ecosystem;

(e) Operating as a neutral industry consortium without profit motive for its members, driven by consensus and transparent governance;

(f) Establishing and maintaining intellectual property rights policies that fairly balance member interests with open access to specifications and certifications;

(g) Advocating for pro-competitive, antitrust-compliant industry practices and advancing the public interest in open, interoperable device and network technologies.

### **Section 1.3 – Limitations**

Notwithstanding any other provision herein, the Alliance shall not:

- Engage in any activity or transaction that would jeopardize or result in loss of its tax-exempt status under Section 501(c)(6);
- Permit any part of its net revenue or assets to be distributed to or used for the benefit of any member, director, officer, employee, or other individual (except as reasonable compensation for services rendered);
- Engage in political campaign activities; or
- Make grants or donations outside the scope of its exempt purposes.

## **ARTICLE II: OFFICES AND REGISTERED AGENT**

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### **Section 2.1 – Principal Office**

The principal office of the Alliance shall be located in Austin, Texas, or such other location as the Board of Directors may designate by resolution. The Board may change the location of the principal office at any time and will amend these Bylaws.

## Section 2.2 – Other Offices

The Alliance may establish and maintain one or more additional offices (including regional offices, working group facilities, or testing laboratories) at such places as the Board deems necessary or desirable.

## Section 2.3 – Registered Agent and Office

The Alliance shall continuously maintain a registered agent and registered office as required by Texas law, as designated by the Board. The registered agent shall be either an individual resident of Texas or a corporation authorized to do business in Texas.

# ARTICLE III: MEMBERSHIP

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## Section 3.1 – Classes of Membership

The Alliance shall establish and maintain the following classes of membership, with distinct rights, obligations, voting status, and financial commitments. The specific rights, dues structures, and benefits of each class shall be detailed in a Membership Agreement adopted by Board resolution:

### (a) Enterprise Members

- Enterprises committed to adopting and implementing Alliance standards and certifications. - Full voting rights in electing Board members, Working Groups, Task Groups, and general membership meetings.
- Eligibility to nominate one candidate to the Board of Directors.
- Representation on technical working groups and task groups.
- Access to Alliance specifications, testing frameworks, and certification programs.
- Preferential access to Alliance services and certifications.

### (b) Principal Members

- Organizations committed to adopting and implementing Alliance standards and certifications. - High-commitment participants with significant influence on governance, strategic direction, and financial commitments.
- Eligible for a Board of Directors position, based on approval from Board Members - Full voting rights in electing Board members, Working Groups, Task Groups, and general membership meetings.
- Eligibility to nominate one candidate to the Board of Directors.
- Representation on technical working groups and task groups.
- Access to Alliance specifications, testing frameworks, and certification programs.
- Preferential access to Alliance services and certifications.

**(c) Industry Members**

- Wireless Industry Organizations committed to adopting and implementing Alliance standards and certifications.
- Full voting rights in electing Board members, Working Groups, Task Groups, and general membership meetings.
- Eligibility to nominate one candidate to the Board of Directors.
- Representation on technical working groups and task groups.
- Access to Alliance specifications, testing frameworks, and certification programs. - Preferential access to Alliance services and certifications.

**(d) Operator Members**

- Network Operator Organizations committed to adopting and implementing Alliance standards and certifications.
- Full voting rights in electing Board members, Working Groups, Task Groups, and general membership meetings.
- Eligibility to nominate one candidate to the Board of Directors.
- Representation on technical working groups and task groups.
- Access to Alliance specifications, testing frameworks, and certification programs.
- Preferential access to Alliance services and certifications.

**(e) Academic Members**

- Academic Organizations committed to adopting and implementing Alliance standards and certifications.
- Full voting rights in electing Board members, Working Groups, Task Groups, and general membership meetings.
- Eligibility to nominate one candidate to the Board of Directors.
- Representation on technical working groups and task groups.
- Access to Alliance specifications, testing frameworks, and certification programs.
- Preferential access to Alliance services and certifications.

**(f) Advisor Classes**

- Strategic Individuals or Organizations committed to adopting and implementing Alliance standards and certifications.
- No voting rights in electing Board members, Working Groups, Task Groups, and general membership meetings.
- Ineligible to nominate candidate to the Board of Directors.
- Representation on technical working groups and task groups.
- Access to Alliance specifications, testing frameworks, and certification programs.
- Preferential access to Alliance services and certifications.

**(g) Additional Classes**

The Board may, by resolution, establish additional membership classes or modify the structure of existing classes as the Alliance's mission and operational needs evolve.

## Section 3.2 – Admission to Membership

Membership shall be open to any individual, corporation, partnership, association, government agency, nonprofit organization, academic institution, or other legal entity that:

- (a) Agrees to support the purpose and mission of the Alliance as stated in Article I;
- (b) Submits a completed membership application (in such form as prescribed by Board resolution) that includes the applicant's name, nature of business or organizational mission, and designated representative(s);
- (c) Pays the applicable membership dues and fees established by the Board for the respective membership class;
- (d) Agrees to be bound by these Bylaws, the IPR Policy, the Antitrust Compliance Policy, the Code of Conduct, and such other policies and agreements as the Board may adopt; and
- (e) Is approved by the Board of Directors, the Membership Committee (if established), or other authority designated by the Board.

The Board may accept or reject applications for membership in its sole discretion, provided that rejection shall not be arbitrary, discriminatory, or contrary to the Alliance's exempt purposes. Any rejection decision shall be communicated in writing to the applicant with a brief statement of reasons, and the applicant may request reconsideration within 30 days.

## Section 3.3 – Rights, Privileges, and Obligations of Members

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### (a) Voting Rights

- Voting Members (Enterprise, Principal, Industry, Operator, Academic) shall each have one (1) vote per Member organization in all matters submitted to a membership vote, including Board elections, amendment of Bylaws, approval of major policies, and dissolution decisions. - Voting rights shall be exercised only by an authorized representative designated in writing by each Member.
- Non-Voting Members (Advisor Members) may not vote but may participate in discussions and present viewpoints.

### (b) Board Participation and Nomination

- Each Voting Member organization shall have the right to nominate one candidate for positions on the Board of Directors.
- The number of Board candidates each Member class may nominate shall be determined by Board resolution.

### (c) Access to Information

- Members shall have the right to receive notice of and attend all general membership meetings. - Members shall have access to meeting minutes and summary reports of Board and committee actions (subject to appropriate confidentiality protections for sensitive or proprietary discussions).
- Members shall have access to final adopted specifications, certification programs, and compliance matrices.
- Non-public working group discussions may be limited to participating Members as determined by Board policy.

### (d) Participation in Working Groups and Activities

- All voting Members have the right to participate in technical working groups, task groups, and Alliance activities.
- Non-voting Members may participate as observers at the invitation or approval of the working group or task group chair.
- A Member may designate multiple representatives to participate in different working groups.

### (e) IPR and Licensing

- All Members agree that any intellectual property contributions they make to Alliance specifications and deliverables shall be subject to the terms of the **Intellectual Property Rights Policy** adopted by the Alliance.
- Members commit to disclosure of essential intellectual property (patents, copyrights, know-how) that may be infringed by Alliance specifications.
- Members agree to license essential intellectual property on RAND/FRAND (Reasonable and Non-Discriminatory / Fair, Reasonable, and Non-Discriminatory) terms, or such other terms as specified in the IPR Policy.

### (f) Compliance Obligations

All Members agree to:

- Comply with these Bylaws and all Board-adopted policies, including the Antitrust Compliance Policy, Code of Conduct, and IPR Policy.
- Refrain from any discussions or activities that constitute price-fixing, market allocation, group boycotts, or other per se antitrust violations.
- Treat all confidential Alliance information appropriately and comply with confidentiality agreements.
- Promptly disclose any actual or potential conflicts of interest related to Alliance activities.
- Participate in mandatory antitrust compliance training as required by the Board.

## Section 3.4 – Membership Dues and Fees

- (a) The Board shall establish annual membership dues and any additional fees or charges for access to Alliance services (e.g., certification testing, event registration). Dues may vary by membership class.

(b) Dues and fees shall be invoiced annually in advance (or at such other intervals as the Board determines) and are payable within thirty (30) days of invoice or such later date as the Board specifies.

(c) The Board may grant deferrals, discounts, or waivers of dues for Members that face hardship or as incentives for particular contributions to the Alliance mission (e.g., pro bono work, critical technical contributions).

(d) Dues are non-refundable except as provided in the dissolution provision (Article XI) or where the Board grants a specific refund or credit for unrenewed membership.

## **Section 3.5 – Membership Suspension and Termination**

### **(a) Grounds for Termination or Suspension**

A Member's membership may be terminated or suspended for:

- Non-payment of dues for more than thirty (30) days after written notice of delinquency;
- Violation of these Bylaws or any Board-adopted policy (including the Antitrust Compliance Policy, IPR Policy, or Code of Conduct);
- Conduct that materially and adversely affects the reputation, objectives, or operations of the Alliance;
- Breach of confidentiality or misuse of Alliance information;
- Failure to participate in required antitrust compliance training;
- Participation in anti-competitive or otherwise unlawful conduct related to Alliance activities; or - Voluntary resignation by the Member.

### **(b) Procedures for Termination or Suspension**

- Notice: Except in cases of voluntary resignation, the Alliance shall provide written notice of the proposed grounds for termination or suspension, together with a brief explanation.
- Right to Be Heard: The Member shall have the right to respond in writing within fourteen (14) days of receipt of notice, or to request a brief hearing before a Board committee or officer.
- Decision: The Board, a Board committee designated by the Board, or the Executive Committee shall make a final decision on termination or suspension. The decision shall be communicated in writing, with a brief statement of the reasons.
- Effective Date: Termination or suspension shall be effective upon written notice unless the Board specifies a later date.

### **(c) Effect of Termination**

- Upon termination or suspension, the Member shall lose all rights (including voting rights, participation in working groups, and access to non-public materials).
- The Member shall remain liable for any accrued dues or fees owed to the Alliance. - The Member shall be subject to any surviving obligations (such as confidentiality or IPR commitments) that by their terms survive membership termination.

### **(d) Reinstatement**

A former Member whose membership has been terminated may reapply for membership by submitting a new application, subject to Board approval. The Board may require payment of past-due amounts as a condition of reinstatement.

## **Section 3.6 – Member Resignations**

Any Member may resign from the Alliance by providing written notice of resignation to the Board. The effective date of resignation shall be the date the notice is received or such later date as specified in the notice. Resignation does not relieve the Member of liability for dues or fees accrued through the effective date of resignation.

# **ARTICLE IV: BOARD OF DIRECTORS**

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## **Section 4.1 – Powers of the Board**

The Board of Directors shall have general power to control and manage the business, property, affairs, and funds of the Alliance, subject to these Bylaws and applicable law. Without limiting the foregoing, the Board shall have power to:

- (a) Elect, appoint, and remove officers;
- (b) Adopt and amend policies, procedures, and rules governing the Alliance's operations;
- (c) Establish, charter, and oversee working groups, committees, and task forces;
- (d) Approve annual budgets and financial plans, and authorize expenditures;
- (e) Set membership dues and fees;
- (f) Adopt an Intellectual Property Rights Policy, Antitrust Compliance Policy, Code of Conduct, and other governance policies;
- (g) Approve major specifications and standards for publication;
- (h) Authorize entry into contracts and agreements on behalf of the Alliance;
- (i) Acquire, hold, manage, lease, and dispose of property (real or personal) for Alliance purposes;
- (j) Establish committees and delegate authority (while retaining ultimate oversight);
- (k) Hire and supervise staff, including an Executive Director or Chief Executive Officer;

- (l) Recommend amendments to these Bylaws to the membership for ratification (where required);
- (m) Establish procedures for resolution of disputes among Members;
- (n) Conduct an annual review of Board performance and governance practices;
- (o) Approve the annual report and financial statements; and
- (p) Exercise all other powers granted to it by law, these Bylaws, or membership action.

## Section 4.2 – Composition and Size of the Board

- (a) The Board of Directors shall consist of not fewer than seven (7) and not more than fifteen (15) Directors (or such number as the Board may change by resolution, provided the Board shall always consist of at least three Directors as required by Texas law).
- (b) Initial Board: At the time of incorporation, the Founders shall appoint an initial Board of Directors. The initial Board may include Principal Members, key technical experts, and other stakeholders essential to the Alliance's launch.
- (c) Ongoing Composition: The Board shall be composed to reflect a balance among stakeholder categories, including:
  - Device Original Equipment Manufacturers (OEMs);
  - Chipset and technology vendors;
  - Network operators
  - Network infrastructure providers;
  - System Integrators, 3PO's, and Network as a Service providers;
  - Enterprise end-users and integrators;
  - Academic and research institutions (if applicable); and
  - Independents or public interest representatives (at the Board's discretion).
- (d) The Board shall strive for diversity of expertise, geography, organization size, and perspective to support effective governance and representative decision-making.

## Section 4.3 – Term of Office and Eligibility

- (a) Term and Term Limits: Directors shall serve for two-year (2) terms, renewable for up to three (3) consecutive full terms (six years total). Upon completing the maximum consecutive terms, a Director shall be ineligible for re-election for a period of two (2) years (a "sabbatical period"), after which they may be renominated and stand for election. The Board may waive the sabbatical period by two-thirds (2/3) vote in exceptional circumstances. The same term limit framework applies to officers serving in Board officer roles.

(b) **Founding Board Transition:** To establish the Alliance's initial governance, policies, and operations, the initial Directors selected at the founding of the Alliance shall serve a single transitional term that expires on December 31, 2026. All Board seats shall be subject to election by the voting Members at the 2027 annual election, conducted in accordance with Section 4.4.

(c) **Eligibility:** Directors shall be individuals designated by Member organizations or appointed by the Board and shall have demonstrated commitment to the Alliance's mission and good standing in their respective organizations. Directors need not be employees of Member organizations, although highly preferred, but should have sufficient authority and availability to engage in Board work.

(d) **Commencement of Staggered Terms:** At the 2027 annual election, the Directors then elected shall be divided into two classes such that approximately half the Board seats expire each year, in order to commence the regular two-year staggered-term cycle described in paragraph (a). The Board shall determine the specific class assignments at or before the 2027 election.

## **Section 4.4 – Election of Directors**

(a) **Voting Members' Right to Nominate and Elect:**

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The voting Members of the Alliance shall have the right to nominate and elect the Directors of the Board (in addition to any Directors appointed by the Board).

- Board candidates shall be nominated by voting Members in such manner as the Board shall specify (e.g., written nominations, nomination form, advance notice requirements).

- Directors shall be elected by plurality vote at a general membership meeting or by electronic ballot conducted in accordance with Section 4.7 (Meetings) and Article V (Voting).

(b) Board's Right to Appoint:

- The Board may appoint one or more additional Directors between membership elections, provided that the total number of Board-appointed Directors (who did not stand for election by the membership) does not exceed 30% of the total Board size.

- Board-appointed Directors shall serve until the next general membership meeting at which time they may stand for election, or until their successors are duly elected.

## Section 4.5 – Removal of Directors

(a) Removal by Members: Any Director may be removed from office, with or without cause, by the affirmative vote of two-thirds (2/3) of the voting Members at any general membership meeting. Notice of the proposed removal shall be provided to the affected Director at least fourteen (14) days prior to the meeting, and the Director shall have the right to address the membership regarding the removal.

(b) Removal by Board: The Board may remove any Board-appointed Director for cause (including neglect of duty, gross incompetence, conflicts of interest, or conduct detrimental to the Alliance) by majority vote, provided that the affected Director has received notice and an opportunity to be heard.

(c) Vacancy: If a Board position becomes vacant (due to removal, resignation, death, or disability), the Board may appoint a replacement Director to serve for the remainder of the departed Director's term, or the Board may leave the position vacant and reduce the Board size accordingly.

## Section 4.6 – Duties and Responsibilities of Directors

(a) Fiduciary Duty: Each Director owes a fiduciary duty to the Alliance and shall act in good faith, with the care an ordinarily prudent person in a like position would exercise, and in a manner the Director reasonably believes to be in the best interests of the Alliance. Directors shall not be liable to the Alliance or its Members for any action taken as a Director, provided the Director has performed duties with such care.

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- (b) **Conflicts of Interest:** Each Director shall promptly disclose to the Board any actual or potential conflict of interest related to any matter under Board consideration. A Director with a material conflict of interest shall abstain from voting and discussion on that matter. The Board shall maintain records of conflict disclosures.
- (c) **Confidentiality:** Directors shall maintain the confidentiality of non-public Board discussions and information, in accordance with policies adopted by the Board.
- (d) **Attendance:** Directors are expected to attend all Board meetings (in person, by phone, or by video) and to come prepared for discussions. A Director who is absent from more than two consecutive meetings without valid reason or prior approval may be subject to removal.
- (e) **Committee Service:** Directors shall actively participate in one or more standing committees (or ad hoc working groups) as assigned by the Chair.

## Section 4.7 – Meetings of the Board

### (a) Frequency and Schedule:

- The Board shall meet at least quarterly (four times per calendar year) to conduct Alliance business.
- The Board may meet more frequently as the Board deems necessary.
- The date, time, and location (or videoconference details) of regular Board meetings shall be established at the beginning of each calendar year or as soon thereafter as practicable.

### (b) Notice of Meetings:

- Notice of Board meetings shall be provided to all Directors at least fifteen (15) calendar days in advance, except in the case of emergency meetings called on shorter notice.
- Notice shall include the date, time, location or video conference information, and a summary of agenda items to be discussed.
- Notice may be given in writing (by mail, email, or other electronic means).

### (c) Location and Format:

- Board meetings may be held in person at the Alliance's principal office, at another location designated in the notice, or via teleconference, video conference, or other electronic means that permit all Directors to communicate with each other.
- Participation by video conference, telephone, or other electronic means shall constitute presence at the meeting for purposes of establishing a quorum.

### (d) Agenda:

- The Board Chair (or Executive Director, if designated to do so) shall prepare and distribute the agenda in advance, typically at least ten (10) business days before the meeting.
- The agenda shall include notice of any major decisions to be made, proposals from working groups, financial reports, and governance matters.

- Any Director may request that an item be added to the agenda by notifying the Chair at least seven (7) days before the scheduled meeting.

(e) Quorum:

- A quorum for any Board meeting shall be a majority of the Directors then in office (i.e., more than 50% of Board positions filled or authorized).
- No business shall be conducted without a quorum, except that Directors present may adjourn and call a new meeting.

(f) Voting:

- Each Director present at a meeting has one (1) vote on each matter submitted to a vote. - Decisions shall be made by the affirmative vote of the majority of Directors present, unless these Bylaws specify a higher vote threshold for particular decisions.  
Voting shall be conducted in such a manner as the Board determines appropriate (voice vote, show of hands, written ballot, or electronic ballot).

(g) Minutes:

- The Secretary shall cause minutes to be recorded for each Board meeting, documenting attendance, agenda items, decisions made, votes taken, and action items assigned.
- Draft minutes shall be provided to Directors within five (5) business days after the meeting for review and approval at the next Board meeting.
- Approved minutes shall be maintained in the Alliance's official records.

(h) Action Without a Meeting:

- The Board may take action without a formal meeting by unanimous written consent of all Directors then in office.
- Written consent shall be documented and maintained in the Alliance's records and shall be reported to the Board at the next regular meeting.
- Electronic signatures shall be acceptable on written consents.

(i) Open Meetings Policy:

- Board meetings are generally open to all Members in observer status, except that the Board may go into closed session to discuss sensitive matters such as financial performance, personnel matters, litigation, or confidential vendor information.
- Notice of closed sessions shall be provided to Members in advance where practicable.

## Section 4.8 – Special Meetings

(a) Any Director may call a special Board meeting by providing notice to all other Directors of the date, time, location, and purpose(s) of the meeting, with at least three (3) business days' notice (or such shorter notice as emergency circumstances may require, subject to the concurrence of the Chair or a majority of Directors).

(b) Business conducted at a special meeting shall be limited to the matters identified in the notice, unless all Directors present agree to consider additional matters.

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## Section 4.9 – Board Committees

(a) **Authority to Create Committees:** The Board may, by resolution, establish standing or ad hoc committees and vest them with such authority as the Board deems appropriate, subject to these Bylaws and applicable law.

(b) **Standing Committees:** The Board shall establish and maintain the following standing committees (or such other committees as the Board determines are necessary):

- **Executive Committee:** Shall consist of the Chair, Vice Chair, Secretary, Treasurer, and such other Directors as the Board appoints. May exercise most Board powers between Board meetings, subject to Board oversight.

- **Steering/Governance Committee:** Shall oversee Board composition, member engagement, governance policies, and strategic planning.

- Technical Committee: Shall provide high-level oversight of working groups, specification development, and certification programs.
  - Membership Committee: Shall review membership applications, hear appeals, and make recommendations regarding membership matters.
  - Finance/Audit Committee: Shall oversee budget development, financial reporting, audit activities, and internal controls.
  - Intellectual Property Rights (IPR) Committee: Shall administer the IPR Policy, review patent disclosures, and manage FRAND licensing arrangements.
  - Antitrust and Legal Compliance Committee: Shall monitor compliance with antitrust laws and industry regulations and provide guidance on legally compliant practices.
- (c) Committee Composition:
- Standing committees shall consist of at least two (2) Directors (or such other number as the Board specifies) and may include non-Director Members as subject matter experts or advisors.
  - The Board shall appoint a Chair and Vice Chair for each committee.
- (d) Committee Charters:
- Each standing committee shall operate pursuant to a written charter adopted by the Board that specifies the committee's authority, responsibilities, reporting requirements, and procedures. - Committee charters may be amended from time to time by Board resolution.
- (e) Committee Meetings and Minutes:
- Committees shall meet at least quarterly (unless the Board specifies a different frequency for a particular committee).
  - Committee meetings may be conducted in person or by electronic means.
  - The committee chair or secretary shall maintain minutes of committee meetings and report significant actions and recommendations to the Board.
- (f) Delegation of Authority:
- The Board may delegate authority to committees to approve certain types of decisions (e.g., routine membership applications, minor budget adjustments, procedural matters).
  - Notwithstanding any delegation, committees shall report regularly to the full Board, and the Board shall retain ultimate authority over all material decisions affecting the Alliance.

## Section 4.10 – Working Groups and Technical Activities

- (a) Authority to Establish Working Groups: The Board shall authorize the creation and operation of technical Working Groups (WGs) to conduct the Alliance's core functions, including:
- Developing technical specifications and standards;
  - Designing and conducting interoperability testing and compliance verification;

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- Creating compatibility matrices and device/network certification frameworks; - Documenting best practices and implementation guidelines; - Identifying emerging technical challenges and requirements.

(b) Working Group Structure:

Each Working Group shall have a designated Chair (and typically a Vice Chair and Secretary) elected by the WG's participating Member organizations and confirmed by Board resolution. A candidate for WG Chair must be a representative of a Voting Member organization in good standing, must have demonstrated technical expertise relevant to the WG's scope, and must have sufficient availability to fulfill the Chair's responsibilities. WG Chairs shall serve a term of one (1) year, renewable for up to three (3) consecutive terms. A WG Chair may be removed by a two-thirds (2/3) vote of the WG's participating Member organizations for cause, or by Board resolution at any time for conduct detrimental to the Alliance. Upon vacancy, an interim Chair shall be appointed by the Board until a new election is held at the next WG meeting.

- WG Vice Chairs and Secretaries shall be elected by participating Member organizations from among Voting Member representatives with relevant technical expertise, and confirmed by the WG Chair.
- Working Groups shall consist of individual contributors designated by Member organizations, subject matter experts, and invited technical advisors.

(c) Working Group Charters:

- Each Working Group shall operate pursuant to a written charter approved by the Board that specifies:
  - The WG's scope and objectives;
  - Membership eligibility and participation requirements;
  - Governance and decision-making procedures;
  - Intellectual property assignment and licensing for WG contributions;
  - Timeline and deliverables;
  - Relationship to other WGs and the overall specification roadmap.

(d) Participation:

- Members (particularly Voting Members) have the right to participate in Working Groups.
- Non-Members and observers may participate at the invitation of the WG Chair and are subject to Board approval.
- Participation does not require formal appointment but is typically through designated representatives from Member organizations.

(e) Decision-Making:

- Working Groups shall strive for consensus decision-making on technical matters.
- Where consensus cannot be reached, the WG shall use a vote among participating Members (one vote per Member organization) with a vote of two-thirds (2/3) required for adoption of specifications or major technical decisions.
- The Board may require a higher vote threshold vote of two-thirds (2/3) for adoption of particularly significant specifications.

(f) Specification Development Process:

- Specifications shall move through defined phases (e.g., draft, public review, final adoption) with clear criteria for advancement.
- Major specifications shall be subject to public comment periods and expert review before finalization.
- All adopted specifications shall be subject to the Alliance's IPR Policy and licensing commitments.
- Version Control: Each specification shall carry a version number assigned by the Technical Editor at the time of ratification. Version numbering shall follow a structured scheme (e.g., Major.Minor.Revision) adopted by Board policy, where Major version increments indicate changes that are not backward compatible, Minor version increments indicate backward-compatible additions, and Revision increments indicate editorial corrections that do not alter normative requirements. The Board shall adopt and publish a version numbering policy within one hundred eighty (180) days of the Alliance's incorporation.
- Supersession: When a new version of a specification is ratified, the prior version shall be designated "Superseded." Superseded specifications shall remain accessible in the Alliance's document repository for reference but shall not be used as the basis for new certifications after a transition period of twelve (12) months from the ratification of the superseding version, unless the Board grants an extension. Certifications issued under a superseded specification prior to the end of the transition period remain valid for the term of the certification.
- Deprecation: A specification may be designated "Deprecated" by Board vote when it is no longer aligned with current technology, has been replaced by a superior approach, or is no longer actively maintained. Deprecation shall be preceded by a minimum ninety (90)-day notice period communicated to all Members. No new certifications shall be issued under a Deprecated specification. Deprecated specifications shall be archived and remain available in the document repository for a minimum of five (5) years following deprecation.

(g) Reporting to the Board:

- Working Group Chairs shall provide regular status reports to the Technical Committee and Board.
- WG deliverables (draft and final specifications, test procedures, certification criteria) shall be reviewed and approved by the Board before public release or implementation.

(h) Task Groups:

- Definition: A Task Group (TG) is a subsidiary technical body established by and operating under the authority of a Working Group. Task Groups are chartered by their parent WG (not directly by the Board) to address a specific, defined technical domain within the WG's scope. Task Groups do not have independent authority to publish specifications or transmit deliverables to WG1 or external parties; all TG deliverables must first be ratified by the parent WG.
- Charter Requirement: Each Task Group shall operate pursuant to a written charter approved by its parent WG. The TG charter shall specify: the TG's scope and objectives; participation eligibility and requirements; governance and decision-making procedures; IPR obligations for TG contributions; deliverables and milestones; dependency relationships to other TGs and WGs; and the reporting relationship to the parent WG.
- Leadership: Each Task Group shall have a Chair (and typically a Vice Chair and Secretary). The TG Chair shall be elected by the TG's participating Member organizations from among representatives of Voting Member organizations in good standing, and confirmed by the parent WG Chair. TG Chairs shall serve a term of one (1) year, renewable for up to three (3)

- consecutive terms. A TG Chair may be removed by a vote of two-thirds (2/3) of the TG's participating Member organizations for cause, or by the parent WG Chair acting with Board concurrence.
- Participation: Participation in Task Groups is open to all representatives of WG participants. Non-members and observers may participate at the invitation of the TG Chair, subject to WG approval. A Member may designate different representatives to different Task Groups. Non-voting participants may attend and contribute to technical discussions but may not vote on TG decisions.
- Decision-Making: Task Groups shall strive for consensus decision-making on technical matters. For procedural matters where consensus cannot be reached, a simple majority vote of participating Member organizations (one vote per organization) shall apply. For adoption of normative technical text, a vote of two-thirds (2/3) of participating Member organizations is required. Quorum for a TG vote shall be five (5) or more participating Member organizations.  
Deliverables and Ballot: TG normative deliverables (specifications, reference profiles, compliance criteria) shall be ratified by TG vote before submission to the parent WG. The parent WG shall conduct a fourteen (14)-day review period followed by a WG-level ballot before transmitting any TG deliverable to the Board or to WG1. A TG deliverable shall not be transmitted to any external party without WG ratification and Board notification.
- Reporting: TG Chairs shall provide standing status reports to their parent WG Chair at each regular WG meeting, covering: active work items, milestone progress, open action items, unresolved technical disputes, and any cross-TG dependency issues. WG Chairs shall aggregate TG status into WG-level reports to the Technical Committee and Board.
- Dissolution: A Task Group may be dissolved by vote of its parent WG when the TG's charter objectives are complete, when the WG determines the TG's work is no longer aligned with the WG's scope, or when the TG has failed to maintain quorum for three (3) or more consecutive meetings. Upon dissolution, all TG records, draft deliverables, and open action items shall be transferred to the parent WG for disposition.

(i) Technical Escalation Path:

- Escalation Chain: Technical disputes, unresolved consensus failures, rejected deliverables, and cross-TG dependency conflicts shall be resolved through the following escalation chain: (1) Task Group level — the TG Chair facilitates resolution among TG participants; (2) Working Group level — if unresolved at TG level after two (2) regular TG meetings, the TG Chair refers the matter to the parent WG Chair for resolution at the WG plenary; (3) Technical Committee level — if unresolved at WG level after one (1) regular WG meeting, the WG Chair refers the matter to the Technical Committee for a binding recommendation; (4) Board level — if unresolved at Technical Committee level, the matter is referred to the Board for final determination.
- Deliverable Rejection: If a WG rejects a TG deliverable, the WG Chair shall provide the TG Chair with written reasons for rejection within ten (10) business days. The TG shall have thirty (30) days to address the stated deficiencies and resubmit. If the resubmitted deliverable is again rejected, the matter shall be escalated to the Technical Committee or Board as described above.
- Timelines: Each level of the escalation chain shall act within thirty (30) days of receiving a referral. Failure to act within that period shall be deemed a deferral to the next level in the chain. The Board shall act on any escalated matter within sixty (60) days of referral and its decision shall be final and binding on all WGs, TGs, and participants.

## ARTICLE V: OFFICERS

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### Section 5.1 – Officer Positions and Qualifications

(a) Officers: The officers of the Alliance shall include:

- Chair of the Board (or "President")
- Vice Chair of the Board (or "Vice President")
- Secretary
- Treasurer

(b) These four positions are the required officer positions. The Board may, by resolution, create additional officer positions (e.g., Chief Executive Officer, Chief Technical Officer, General Counsel) as the Alliance's operations grow.

(c) Qualifications:

- All officers must be Directors of the Board, except that the Board may appoint a non-Director as Chief Executive Officer or Chief Executive Officer/Executive Director if deemed appropriate.
- Officers shall be individuals of good character, with demonstrated commitment to the Alliance's mission and sufficient availability to perform their duties effectively.

### Section 5.2 – Election and Term of Officers

(a) Election: The Board shall elect the officers at a regular Board meeting held in connection with the annual membership meeting (or at such other time as the Board designates).

(b) Term: Officers shall serve one-year (1) terms and shall be eligible for reelection for unlimited successive terms, subject to applicable term limits for Board service.

(c) Transition Planning: Outgoing officers are encouraged to mentor and assist incoming officers in understanding their roles and transitioning key responsibilities.

(d) Officer Appointment Procedures: The Board shall elect the Chair, Vice Chair, Secretary, and Treasurer from among its members by a vote of two-thirds (2/3) of Directors present at a duly constituted Board meeting. These officer elections shall occur at a Board meeting held in connection with the annual membership meeting (or at such other times as the Board determines). Officer positions shall be announced to the membership within ten (10) days of election.

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### **Section 5.3 – Chair of the Board**

The Chair of the Board (or President) shall:

- (a) Preside at all meetings of the Board and general membership meetings;
- (b) Appoint committee chairs and members (subject to Board confirmation) and oversee committee performance;
- (c) Serve as the primary spokesperson and representative of the Alliance in external communications with Members, government officials, media, and other stakeholders;
- (d) Ensure that Board and member decisions are properly executed;
- (e) Oversee the performance of the Executive Director or Chief Executive Officer (if any);
- (f) Call special Board meetings as necessary;
- (g) Maintain liaison with committee chairs regarding major decisions and issues; and

(h) Perform such other duties as the Board may assign.

## **Section 5.4 – Vice Chair of the Board**

The Vice Chair of the Board (or Vice President) shall:

- (a) Assume the duties and responsibilities of the Chair in the event of the Chair's absence, incapacity, or vacancy;
- (b) Preside over Board or membership meetings in the Chair's absence;
- (c) Serve as a backup spokesperson and representative of the Alliance as needed;
- (d) Oversee special initiatives or task forces as assigned by the Chair;
- (e) Perform such other duties as the Board or Chair may assign; and
- (f) Succeed to the position of Chair at the end of the Chair's term (or at such other time as the Board determines).

## **Section 5.5 – Secretary**

The Secretary shall:

- (a) Cause minutes of all Board meetings, committee meetings, and general membership meetings to be kept in accordance with applicable law;
- (b) Ensure that all notices required by these Bylaws or the law are properly issued;
- (c) Maintain records of Board actions and membership records (including a current list of Members, their membership class, and contact information);
- (d) Maintain the official records of the Alliance, including the Certificate of Formation, current Bylaws, Board resolutions, and important historical documents;
- (e) Prepare and execute certifications of Board resolutions, bylaws, and other official documents as needed;
- (f) Serve as custodian of the corporate seal (if any);
- (g) Ensure compliance with record-retention requirements imposed by law or Board policy; and
- (h) Perform such other duties as the Board or Chair may assign.

## Section 5.6 – Treasurer

The Treasurer shall:

- (a) Oversee and manage the financial affairs and accounts of the Alliance;
- (b) Receive and deposit all dues, fees, donations, and other funds due to the Alliance;
- (c) Maintain accurate financial records, including books of account, bank statements, and investment records;
- (d) Pay all authorized debts and obligations of the Alliance from Alliance funds;
- (e) Prepare annual budgets and financial projections for Board approval;
- (f) Prepare quarterly financial reports showing income, expenses, fund balances, and variances from budget;
- (g) Ensure that proper financial controls and segregation of duties are in place to prevent fraud or misappropriation;
- (h) Cause an independent annual audit or review to be conducted by a qualified accountant or auditor;
- (i) File required tax returns (including Form 990-N, 990-EZ, or 990, as applicable) with the IRS and state tax authorities on a timely basis;
- (j) Maintain financial records in accordance with applicable law and Board policy; and
- (k) Report to the Board and Finance Committee on financial performance, cash flow, and any concerns or unusual transactions.

## Section 5.7 – Chief Executive Officer (Executive Director)

- (a) If the Board appoints a Chief Executive Officer or Executive Director (who may or may not be a Board member), that officer shall:
  - (b) Serve as the day-to-day operational leader of the Alliance;
  - (c) Implement Board policies and strategic decisions;
  - (d) Manage staff, consultants, and contractors;
  - (e) Manage administrative, financial, and operational functions (typically with support from hired staff);

- (f) Prepare Board agendas and briefing materials;
- (g) Report regularly to the Board on organizational performance and emerging issues;
- (h) Represent the Alliance in key external relationships (alongside the Chair); and
- (i) Perform such other duties as delegated by the Board or Chair.

## **Section 5.8 – Removal of Officers**

- (a) Any officer may be removed from office, with or without cause, by the affirmative vote of a majority of the Board Directors at any Board meeting, provided that the officer has received notice and an opportunity to be heard.
- (b) The removal of an officer does not affect that person's status as a Director (if they are a Director), unless the Board also removes them as a Director under the procedures in Section 4.5.
- (c) The Board shall elect a successor officer to fill any vacancy within thirty (30) days.

## **Section 5.9 – Officer Compensation and Reimbursement**

- (a) **Compensation Policy:** The Board may establish reasonable compensation for officers and staff based on market rates, the Alliance's financial capacity, and the individual's experience and responsibilities. The Board shall approve all officer and staff compensation in advance.
- (b) **No Inurement:** Notwithstanding any compensation authorized, no part of the net earnings or assets of the Alliance shall inure to the benefit of any officer, director, member, or other individual, except as reasonable compensation for services actually rendered to further the Alliance's exempt purposes.
- (c) **Reimbursement of Expenses:** Officers and Directors may be reimbursed for reasonable out-of-pocket expenses incurred in connection with Alliance business (e.g., travel, meals, conference registration) upon presentation of itemized receipts and approval by the Board or Finance Committee, provided such reimbursement complies with applicable policies and tax regulations.

# **ARTICLE VI: INTELLECTUAL PROPERTY RIGHTS (IPR) POLICY**

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## **Section 6.1 – IPR Principles**

The Alliance shall adopt and maintain a comprehensive Intellectual Property Rights Policy that:

- (a) Ensures that Alliance specifications and standards are developed in a fair, transparent, and open manner;
- (b) Provides for reasonable licensing of patents and copyrights essential to implementing Alliance specifications on **RAND/FRAND** (Reasonable and Non-Discriminatory / Fair, Reasonable, and Non-Discriminatory) terms;
- (c) Balances the interests of Members (who contribute intellectual property) with the interests of implementers (who need access to specifications at reasonable cost);
- (d) Requires members to disclose essential intellectual property that may be infringed by Alliance specifications;
- (e) Addresses the treatment of pre-existing intellectual property, contributions, and derivative works;
- (f) Provides mechanisms for dispute resolution regarding licensing terms and patent validity;
- (g) Protects the confidentiality of sensitive technical information and trade secrets;
- (h) Complies with antitrust laws and does not enable collusive conduct; and
- (i) May provide for royalty-free licensing of certain core specifications to promote adoption.

## Section 6.2 – RAND/FRAND Licensing Commitments

- (a) Each Member that contributes specifications, technology, or intellectual property to the Alliance shall make binding commitments regarding licensing of its essential intellectual property in accordance with the IPR Policy.
- (b) Members agree that essential patents will be licensed on RAND/FRAND terms, which typically include:
  - Non-discriminatory terms (the same license available to all implementers);
  - Reasonable royalty rates (consistent with industry practice and not punitive);
  - No unreasonable conditions or restrictions;
  - Availability to both Members and non-Members;
  - Licensing at multiple levels (component, device, system) as appropriate.
- (c) The specific royalty rates, licensing terms, and any exceptions shall be detailed in each Member's RAND/FRAND Declaration executed at the time of contribution or as otherwise required by the IPR Policy.
- (d) Members may elect to license essential patents on a royalty-free basis (at the Member's discretion) to accelerate adoption of Alliance specifications.

## Section 6.3 – IPR Policy Administration

(a) The Board shall designate an **IPR Committee** (or equivalent function) to:

- Administer the IPR Policy;
- Review and process patent disclosures and RAND/FRAND declarations;
- Maintain a database of disclosed essential patents and licensing commitments;
- Mediate licensing disputes between Members;
- Make recommendations to the Board regarding IPR policy updates.

(b) The IPR Policy shall be adopted by Board resolution within one hundred and eighty days (180) days of the Alliance's incorporation and may be amended from time to time by Board action. Until the IPR Policy is formally adopted, the principles set forth in Article VI of these Bylaws shall govern all intellectual property contributions to the Alliance.

(c) The IPR Policy shall be made available to all Members and shall be incorporated into the Membership Agreement.

## ARTICLE VII: ANTITRUST COMPLIANCE AND CODE OF CONDUCT

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### Section 7.1 – Antitrust Compliance

(a) **Strict Compliance:** The Alliance strictly adheres to all applicable antitrust and competition laws. No conduct of Members or officers shall violate antitrust laws, including the Sherman Act, Clayton Act, FTC Act, and any applicable state or international competition laws.

(a-1) **Antitrust Compliance Policy Adoption:** The Board shall adopt a written Antitrust Compliance Policy within one hundred and eighty days (180) days of the Alliance's incorporation. The Policy shall implement the requirements of this Section 7.1 and shall provide detailed guidance to Members, Directors, officers, working group participants, and task group participants on permitted and prohibited conduct. Until the Antitrust Compliance Policy is formally adopted, the provisions of this Article VII shall govern all Alliance activities.

(b) **Prohibited Conduct:** The following conduct is strictly prohibited:

- **Price-Fixing:** Any agreement or discussion among Members (or their representatives) regarding prices, pricing strategies, discounts, credit terms, or other commercial terms;
- **Market Allocation:** Any agreement or understanding to divide markets, customers, territories, or products among competing Members;
- **Group Boycotts:** Any agreement to refuse to deal with, or to restrict the terms of dealing with, suppliers, customers, or competitors;
- **Bid-Rigging:** Any understanding regarding bids or proposals in response to competitive solicitations;

- Information Sharing: Sharing of competitively sensitive information (such as current pricing, costs, customer lists, or strategic plans) among competing Members without clear legal justification;
- Exclusionary Conduct: Any conduct designed to exclude or disadvantage competitors or potential competitors from participation in Alliance activities.

(c) Safe Activities: The following types of Alliance activities are pro-competitive and permitted:

- Development of open technical standards and specifications; - Conduct of standardized testing and certification procedures;
- Exchange of technical information necessary for standards development;
- Collaboration on pre-competitive research and industry best practices;
- Educational and informational meetings;
- Facilitation of interoperability and consumer choice.

(d) Antitrust Training:

- All Directors, officers, committee chairs, and working group leads shall receive annual antitrust compliance training addressing antitrust law, prohibited conduct, and the Alliance's antitrust policies at some specified time in the future, not to exceed 2 years from Alliance establishment. - The training may be conducted by in-house counsel, external counsel, or through online materials provided to the Alliance.
- Attendance at training shall be documented.

(e) Antitrust Compliance Committee:

- The Board may establish an Antitrust and Legal Compliance Committee to oversee antitrust compliance and provide guidance.
- The Committee shall review Board and working group agendas for potential antitrust issues and make recommendations.
- The Committee shall receive reports of any suspected violations and investigate and advise accordingly.

## Section 7.2 – Code of Conduct

(a) Adoption: The Board shall adopt and maintain a Code of Conduct within one hundred and eighty days (180) days of the Alliance's incorporation. The Code of Conduct shall establish ethical standards for Members, Directors, officers, and other participants in Alliance activities. Until formally adopted, Directors, officers, and Members shall be bound by the principles set forth in Article VII and all applicable laws governing nonprofit conduct.

(b) Core Principles: The Code of Conduct shall address:

- Honest and ethical conduct;
- Conflicts of interest (financial, competitive, or personal);
- Confidentiality and protection of proprietary information;

- Non-retaliation and open expression (within appropriate bounds);
- Compliance with applicable laws and regulations; - Environmental, social, and governance responsibility; - Reporting and investigation of suspected violations.

(c) Conflict of Interest Disclosure:

- Directors, officers, and committee members shall disclose any actual or potential conflicts of interest related to matters under Alliance consideration.
- An individual with a material conflict shall abstain from voting and discussion on that matter.
- The Board shall maintain records of conflict disclosures.

(d) Confidentiality:

- Participants in Alliance activities shall maintain the confidentiality of non-public technical information, strategic discussions, and member-specific information shared during Alliance meetings and working groups.
- Public specifications and non-confidential materials may be freely shared.

(e) Enforcement: Violations of the Code of Conduct may result in suspension or termination of membership, removal from working groups or committees, or other appropriate measures as determined by the Board.

### **Section 7.3 – Legal Review**

(a) The Board shall engage qualified legal counsel experienced in antitrust law to:

- Review Board and committee agendas and materials for potential antitrust issues;
- Provide antitrust training and guidance;
- Review proposed policies and agreements;
- Advise on specific member questions or concerns; and - Monitor compliance and investigate suspected violations.

(b) Legal counsel fees and expenses may be budgeted as an operating expense of the Alliance.

## **## ARTICLE VIII: FINANCES**

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### **Section 8.1 – Fiscal Year**

The fiscal year of the Alliance shall be the calendar year (January 1 – December 31), or such other twelve-month period as the Board may establish by resolution.

### **Section 8.2 – Dues and Revenue**

(a) **Authority to Set Dues:** The Board shall establish annual membership dues and any additional fees or charges for services (e.g., certification testing, working group access, event registration) for each membership class.

(b) **Dues Structure:** Dues may vary by membership class to reflect the value and benefits provided to each class, the Member's size or resources, and the Alliance's need for diverse revenue streams.

(c) **Revenue Sources:** In addition to membership dues, the Alliance may generate revenue through (for example):

- Certification testing and compliance verification fees;
- Publication and licensing of specifications;
- Training and educational programs;
- Conference registration and sponsorships;
- Grants, donations, or contributions from government or philanthropic organizations;
- Investment income (interest, dividends);
- Licensing of Alliance intellectual property or trademarks; and - Such other lawful sources as the Board may identify.

(d) **Dues Payment and Collection:**

- Dues shall be invoiced annually in advance and shall be payable within thirty (30) days of invoice.
- The Board may establish different payment schedules (e.g., quarterly installments) for Members as mutually agreed.
- Non-payment of dues for more than thirty (30) days may result in suspension or termination of membership.

### **Section 8.3 – Budget and Financial Planning**

(a) **Annual Budget:** The Treasurer (or Finance Committee) shall prepare a comprehensive annual budget for Board approval at least thirty (30) days before the start of the fiscal year.

(b) **Budget Contents:** The budget shall include:

- Projected revenues from all sources (dues, fees, donations, investment income); - Anticipated operating expenses (staff compensation, facilities, utilities, communications, professional services);
- Planned capital expenditures (equipment, technology, facilities improvements);
- Working capital and reserves;
- Contingency amounts for unexpected needs.

(c) **Budget Approval:** The Board shall review and approve the budget by majority vote. The approved budget shall be provided to Members at the annual membership meeting.

(d) **Budget Variance and Amendments:**

- The Treasurer shall report monthly or quarterly on actual revenues and expenses against the budget, that includes a budget variance.

- Significant budget variances (>10% in any major category) shall be reported to the Finance Committee and Board.
- The Board may amend the budget during the fiscal year by majority vote.

## Section 8.4 – Financial Controls and Audit

(a) Internal Controls: The Treasurer shall establish and maintain internal financial controls and procedures designed to:

- Prevent unauthorized spending or allocation of funds;
- Ensure accurate recording of financial transactions;
- Protect Alliance assets from misappropriation or loss;
- Segregate duties (so that no single person controls both authorization and execution of transactions);
- Maintain supporting documentation for all transactions.

(b) Banking and Fund Management:

- The Alliance shall maintain bank accounts (checking and/or savings) in the name of the Alliance.
- Multiple authorized signatories (typically the Chair, Vice Chair, Treasurer, and Executive Director) shall be required for checks or transfers above the Board specified threshold (e.g., \$5,000).
- The Treasurer shall maintain records of all accounts, balances, and transactions.

(c) Annual Audit or Review:

- An independent certified public accountant (CPA) or accounting firm shall conduct an annual audit or review of the Alliance's financial statements.
- The audit shall be conducted in accordance with generally accepted accounting principles (GAAP) and shall be completed within 120 days of fiscal year-end.
- The audit report shall be provided to the Board and Finance Committee and shall be made available to Members upon request.

(d) Form 990 and Tax Compliance:

- The Treasurer shall ensure that the appropriate annual information return is filed with the IRS (Form 990-N, 990-EZ, or Form 990) by the required deadline (typically May 15 for calendar year organizations).
- State tax returns and charitable registration renewals shall be filed as required by state law.
- The Organization shall maintain records of tax filings and correspondence with tax authorities.

(e) Financial Reports to Members:

- The Board shall provide Members with at least an annual financial report showing revenues, expenses, fund balances, and a summary of significant activities.
- More detailed financial statements (including balance sheet and income statement) shall be provided to Members upon request.

## Section 8.5 – No Private Inurement

- (a) No part of the net earnings, gains, or other assets of the Alliance shall inure to the benefit of any Member, Director, officer, employee, or other individual. All assets and funds shall be used exclusively for the Alliance's exempt charitable, scientific, educational, and business league purposes.
- (b) Reasonable compensation may be provided to employees and contractors for services actually rendered, and reasonable reimbursement may be provided for authorized expenses, provided such compensation and reimbursement are consistent with market rates and the organization's financial capacity.
- (c) Upon dissolution, all remaining assets shall be distributed to qualified exempt organizations (see Article XI: Dissolution).

## Section 8.6 – Indemnification

The indemnification of Directors, officers, and related persons is governed exclusively by Article XII of these Bylaws (Indemnification and Liability Protection), which sets forth the full scope of indemnification rights, conditions, limitations, and insurance authority. In the event of any conflict between this section and Article XII, Article XII shall control.

# ARTICLE IX: GOVERNANCE AND MEMBER PARTICIPATION

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## Section 9.1 – General Membership Meetings

- (a) Annual Meeting:
- The Alliance shall hold an Annual General Meeting of the membership within ninety (90) days following the end of each fiscal year (typically by March 31).
  - The Annual Meeting shall be held at such date, time, and location (or by videoconference) as the Board designates.
  - The purpose of the Annual Meeting shall include:
    - Election of Board members (by the voting membership);
    - Election of officers (by the Board, typically announced at the meeting);
    - Review of the Alliance's financial performance and annual report;
    - Ratification of any major policy changes;
    - Discussion of strategic priorities and the road map for the coming year;
    - Consideration of bylaw amendments (if proposed);
    - Review of WG activities and progress;
    - Q&A with Board Leadership;

(b) Special Meetings:

- The Board or voting Members may call special meetings to address urgent matters or Member proposals.
- Notice of the special meeting must be provided to all Members at least ten (10) days in advance, and the notice must state the purpose(s) of the meeting.

(c) Notice to Members:

- Notice of General Meetings shall be provided to all Members (in good standing) at least fourteen (14) days in advance.
- Notice may be given by email, postal mail, or publication on the Alliance's website. - The notice shall include the date, time, location or videoconference access information, agenda, and instructions for participation and voting.

(d) Quorum for Member Meetings:

- A quorum for a General Meeting shall be the presence (in person or by proxy/electronic means) of Members representing at least one-quarter (1/4) of eligible voting membership. - If a quorum is not present, the meeting may be adjourned and reconvened with no minimum quorum requirement.

(e) Member Voting:

- Each voting Member shall have one (1) vote on each matter submitted to a membership vote.
- Voting may be conducted by voice vote, show of hands, written ballot, or electronic ballot/proxy, as the Board determines.
- Voting Members may vote in person, by proxy (authorized representative), or by electronic means (email, online voting platform).
- Proxy voting: A Member may authorize another person or organization to vote on its behalf by executing a written proxy authorization. Proxies must be renewed annually and shall not be valid for more than 12 months.

(f) Majority Vote Threshold: Unless these Bylaws specify otherwise, matters submitted to membership vote shall be decided by the affirmative vote of a majority of voting Members present (or represented by proxy) at the meeting.

(g) Minutes: The Secretary shall cause minutes of the General Meeting to be recorded and maintained, documenting attendance, agenda items, proposals, votes, and decisions.

## **Section 9.2 – Member Participation and Feedback**

(a) Open Communication: Members are encouraged to provide feedback, suggestions, and concerns to the Board, committees, and working groups.

(b) Member Advisory Mechanisms:

- Members may submit questions or proposals in writing to the Board in advance of General Meetings.
- The Board shall consider Member feedback in its strategic planning and policy decisions. - The Board shall maintain an open-door policy for Member concerns and shall respond to written inquiries within 14 days.

(c) Working Group Participation: Members have the right to designate representatives to participate in technical working groups and to propose new working groups, task groups, or initiatives.

(d) Transparency: Board meeting minutes (excluding closed sessions) shall be made available to Members, and the Board shall provide periodic reports on the Alliance's progress toward its mission and goals.

## Section 9.3 – Notice and Communication

(a) Notice Methods:

- All notices, reports, and official communications from the Alliance to Members may be delivered by:
- First-class mail to the Member's address on file;
- Electronic mail (email) to the Member's designated contact;
- Posting on the Alliance's website (with notice to Members that materials are available online);
- Hand delivery; or
- Other electronic means (fax, SMS, or collaborative platform).

(b) Effective Date of Notice:

- Notice by mail shall be effective upon deposit in the U.S. mail.
- Notice by email shall be effective upon transmission.
- Notice by posting on the website shall be effective upon posting (with email notification if appropriate).
- Notice by hand delivery shall be effective upon receipt.

(c) Member Responsibility: Members are responsible for maintaining current contact information and checking the Alliance's website and email communications for official announcements.

## ARTICLE X: AMENDMENTS TO BYLAWS

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### Section 10.1 – Amendment by the Board

(a) The Board may adopt minor amendments to these Bylaws that do not materially alter the governance structure or fundamental rights of Members. Minor amendments may include clarifications, corrections, administrative procedures, or procedural refinements.

(b) Minor amendments shall be adopted by two-thirds (2/3) vote of the Board and shall be effective immediately or on such date as the Board specifies.

(c) The Board shall provide notice of minor amendments to all Members within fourteen (14) days of adoption.

## Section 10.2 – Amendment by Member Vote

- (a) Major Amendments: Amendments that materially affect the Alliance's purpose, the rights or obligations of Members, the Board's authority or composition, or the amendment process itself shall require approval by the voting membership.
- (b) Examples of Major Amendments:
- Changes to the Alliance's stated purpose or mission;
  - Changes to membership classes or voting rights;
  - Changes to the Board's size, composition, or election procedures;
  - Changes to the amendment process;
  - Changes regarding dissolution and asset distribution.
- (c) Proposal and Notice:
- Proposed bylaw amendments may be submitted by the Board or by a petition signed by at least fifteen percent (15%) of voting Members.
  - Proposed amendments shall be provided to all Members at least twenty-one (21) days before the General Meeting at which they will be voted upon.
  - The notice shall include the full text of the proposed amendment and a brief explanation of the rationale.
- (d) Vote Required:
- Major amendments shall be adopted by the affirmative vote of two-thirds (2/3) of voting Members present (or represented by proxy) at a General Meeting.
  - If a quorum is not present at the scheduled General Meeting, the Board may adjourn and reconvene the meeting with no minimum quorum requirement, and the amendment may be adopted by vote of Members present.
- (e) Effective Date: Amendments shall be effective upon adoption by the Board or membership vote, or on such date as specified in the amendment resolution.

## Section 10.3 – Interpretation and Conflicts

- (a) If any provision of these Bylaws is ambiguous or conflicts with another provision, the Board shall interpret the Bylaws in a manner consistent with the Alliance's exempt purposes and best practices in nonprofit governance.
- (b) If a Bylaw provision conflicts with a Member's contractual obligations (e.g., a Membership Agreement), the specific terms of the contract shall control for that Member.
- (c) If a provision of these Bylaws conflicts with mandatory provisions of Texas law or federal tax law, the applicable law shall control, and the conflicting Bylaw provision shall be considered void to the extent of the conflict.

## ARTICLE XI: DISSOLUTION AND ASSET DISTRIBUTION

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### Section 11.1 – Dissolution Decision

- (a) The Alliance may be dissolved upon the affirmative vote of at least three-fourths (3/4) of the voting membership at a General Meeting called for that purpose. Notice of the proposed dissolution shall be provided to all Members at least thirty (30) days in advance.
- (b) The Board may also recommend dissolution to the membership if the Board determines (by majority vote) that the Alliance can no longer achieve its mission or that dissolution is in the best interests of the organization.
- (c) Dissolution of the Alliance shall be effected in accordance with the provisions of these Bylaws and the Texas Business Organizations Code.

### Section 11.2 – Winding Up and Asset Distribution

- (a) Asset Preservation: Upon the decision to dissolve, the Board shall:
- Cease major new activities (except as necessary to wind up existing commitments);
  - Collect any outstanding funds due to the Alliance;
  - Pay or provide for payment of all debts, obligations, and liabilities;
  - Cancel or assign contracts as appropriate; and
  - Preserve assets for distribution in accordance with this Article.
- (b) Restricted Asset Distribution:
- The Alliance's net assets (if any) shall not be distributed to Members or any individual. - Rather, all remaining assets shall be distributed to one or more qualified exempt organizations that meet the requirements of Section 501(c)(6) and that are organized for purposes similar to or in furtherance of the Alliance's mission.
- (c) Qualified Recipients:
- Recipient organizations must be organized for charitable, scientific, educational, or business league purposes within the meaning of Section 501(c)(6) (or Section 501(c)(3), if applicable). - Recipient organizations must be engaged in work related to open standards, interoperability, device compatibility, telecommunications, or related fields.
  - Examples may include: the Linux Foundation, the IETF, IEEE, other telecommunications standards bodies, educational institutions, or nonprofit research organizations.
- (d) Distribution Procedure:
- The Board shall, by majority vote, designate the recipient organization(s) and the amount of assets (if more than one recipient) to be transferred to each.
  - If the Board cannot agree on recipients, the matter shall be submitted to the membership for a vote.

- Assets shall be transferred to the recipient organization(s) within six (6) months of dissolution, or such extended period as required by law.

(e) Tax Compliance:

- The Treasurer shall ensure that a final Form 990-N or final Form 990 (as applicable) is filed with the IRS within four and one-half (4½) months after the close of the final fiscal year.
- The Treasurer shall file final state tax returns and dissolution paperwork as required.
- The Secretary shall ensure that the Certificate of Dissolution is filed with the Texas Secretary of State.

### **Section 11.3 – Charitable Dedication**

All property, assets, and income of the Alliance are held in charitable trust. Even after dissolution, any assets of the Alliance shall continue to be held for the benefit of the public and shall be distributed only to qualified exempt organizations in accordance with this Article and applicable law.

## **## ARTICLE XII: INDEMNIFICATION AND LIABILITY PROTECTION**

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### **Section 12.1 – Indemnification of Directors and Officers**

(a) Scope of Indemnification:

- The Alliance shall indemnify (and may purchase insurance to cover) any Director or officer who is sued, threatened with suit, or investigated in connection with conduct undertaken in good faith on behalf of the Alliance.
- Indemnification shall cover reasonable legal fees, court costs, judgments, and settlements incurred as a result of such legal action.

(b) Conditions for Indemnification:

- The Director or officer must have acted in good faith, with the reasonable belief that the conduct was in the best interests of the Alliance (or not opposed to the Alliance's interests).
- The Director or officer must not have engaged in gross negligence, willful misconduct, or knowing violation of law.
- The conduct must have been undertaken within the scope of the person's duties or responsibilities for the Alliance.

(c) Prohibited Indemnification:

- The Alliance shall not indemnify any person for:
  - Conduct that violates antitrust law or other criminal or civil law;
  - Breach of fiduciary duty through self-dealing or conflicts of interest not properly disclosed;
  - Violation of the Code of Conduct;

- Conduct that caused loss to the Alliance through gross negligence; or
- Intentional wrongdoing or willful misconduct.

(d) Insurance:

- The Board may purchase directors and officers liability insurance (D&O insurance) to cover indemnifiable claims and legal costs.
- The cost of such insurance shall be budgeted as an operating expense.

## Section 12.2 – Limitation of Liability

(a) No Personal Liability:

- No Director or officer shall be personally liable for monetary damages for any conduct undertaken in good faith on behalf of the Alliance, provided such conduct did not constitute gross negligence, willful misconduct, or intentional wrongdoing.

(b) Officer and Director Standards:

- Directors and officers are held to the standard of an ordinarily prudent person in a like position, acting with care and in the best interests of the organization.
- Decisions made in good faith, even if later shown to be unwise or unsuccessful, shall not be grounds for liability if the process was reasonable and properly considered.

(c) Reliance on Reports:

- Directors and officers may rely in good faith on reports, financial statements, and opinions of Board committees, staff, legal counsel, and other advisors, provided such reliance is reasonable and the Director or officer has no knowledge that the information is false or misleading.

## ARTICLE XIII: CONFLICT OF INTEREST POLICY

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### Section 13.1 – Conflicts of Interest

(a) Definition:

- A conflict of interest exists when a Director, officer, committee member, or key employee has a financial interest, personal relationship, or other interest that could materially influence their judgment or decision-making on behalf of the Alliance.
- Conflicts may be financial (stock ownership, contracts, fees, loans), personal (family relationships, outside board memberships), or competitive (employment by a competitor of Member organizations).

(b) Disclosure Obligation:

- All Directors, officers, and committee members shall disclose to the Board any actual or potential conflicts of interest at the time they become aware of the conflict.

- Disclosure should be made in writing using a Conflict of Interest Disclosure Form (or verbally, with confirmation in minutes).

(c) Conflict Categories:

Financial Conflicts (must be disclosed and managed):

- Significant financial interest in a Member organization, vendor, or competitor;
- Compensation or fees from other organizations involved in Alliance activities;
- Loans or financial arrangements between the person and the Alliance or other Members;
- Ownership of securities in companies affected by Alliance activities.

Competitive Conflicts (must be disclosed and managed):

- Employment or significant financial interest in a competing organization;
- Participation in competing standards organizations or industry groups;
- Prior business relationships or disputes with Members.

Personal Conflicts (must be disclosed):

- Close family relationships with other Directors, officers, or key Members;
- Friendships or personal relationships that could influence objectivity;
- Outside board memberships or leadership positions.

(d) Recusal Requirements:

- Any Director with a material financial or competitive conflict shall abstain from voting on the matter in question and shall recuse themselves from discussion unless the Board specifically requests their input on technical or factual aspects.
- If the conflict is severe or pervasive, the Board may ask the person to recuse themselves from a working group or committee entirely.
- Recusal does not terminate the person's status as a Director, and they shall continue to receive notice of meetings and shall be counted toward a quorum.

(e) Board Review and Approval:

- The Board Steering/Governance Committee shall review all conflict of interest disclosures on an annual basis.
- The Board shall determine whether each disclosed conflict requires recusal, abstention, or approval and conditions.
- The Board shall document its determinations in Board minutes.

## Section 13.2 – Procedures for Conflict Resolution

(a) Initial Review:

- When a potential conflict is disclosed, the Chair and relevant committee chair (if any) shall review the circumstances to determine whether a material conflict exists.

(b) Management Options:

- If the conflict is minor or indirect, it may be noted in records but not require recusal. - If the conflict is material, the Board shall determine an appropriate management approach, which may include:
  - Recusal: The person does not participate in the discussion or vote.

- Disclosure and Approval: The full facts are disclosed to the Board, and the Board votes to approve the action despite the conflict (with the conflicted person not voting).
- Abstention: The person abstains from voting but may participate in discussion if their expertise is valuable.
- Mitigation: Conditions or safeguards are put in place to manage the conflict (e.g., additional oversight, competitive bid procedures).

(c) Documentation:

- All conflict of interest disclosures and Board determinations shall be documented in Board minutes or in a Conflict of Interest Register maintained by the Secretary.

(d) Annual Certification:

- All Directors, officers, and committee members shall complete an annual Conflict of Interest Certification confirming their disclosure obligations and agreeing to abide by the conflict policy. Certification entails Directors, officers, and committee members signing the Conflict of Interest Policy document.

### **Section 13.3 – Sanction for Non-Compliance**

- Failure to disclose a material conflict of interest, or taking actions in violation of the conflict policy, may result in:
  - Removal from a committee or working group;
  - Requirement to reimburse the Alliance for any financial loss resulting from the conflicted conduct;
  - Removal from the Board (in severe cases); or
  - Termination of membership (if applicable).

## **ARTICLE XIV: MISCELLANEOUS PROVISIONS**

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### **Section 14.1 – Fiscal Sponsorship and Related Organizations**

- (a) The Alliance may enter into fiscal sponsorship or joint venture arrangements with other qualified organizations, provided such arrangements are approved by the Board and do not compromise the Alliance's tax-exempt status or governance independence.
- (b) All fiscal sponsorship agreements shall be in writing and shall clearly delineate the responsibilities, financial terms, and governance roles of the parties.

### **Section 14.2 – Intellectual Property and Trademarks**

- (a) The Alliance owns and controls all intellectual property developed in the course of Alliance activities, including specifications, certifications, trademarks, and logos.
- (b) The Board shall establish policies governing the use of Alliance trademarks and certifications by Members and third parties.
- (c) Unauthorized use of Alliance trademarks or falsely claiming Alliance certification status is grounds for termination of membership and may result in legal action.

### **Section 14.3 – Records and Document Retention**

(a) Records to Be Maintained:

- The Secretary shall maintain complete records of the Alliance, including:
- Certificate of Formation and current Bylaws;
- Minutes of all Board meetings, committee meetings, and General Meetings;
- Records of Board and member votes;
- Membership records (names, membership class, contact information, dues status);
- Financial records and accounting books;
- Tax returns and related correspondence;
- Insurance policies and indemnification records;
- IPR disclosures and patent licensing agreements; - Working group documents and specifications.

(b) Record Retention Period:

- Records shall be retained for at least seven (7) years, unless a specific law or regulation requires a longer retention period.
- Financial and tax records shall be retained in perpetuity or as required by law.

(c) Location and Access:

- Records shall be maintained at the Alliance's principal office or with a designated records management service.
- Board members and authorized staff shall have access to records appropriate to their roles. - Members may request access to certain records (excluding privileged attorney-client communications and personnel records) upon reasonable notice.

(d) Document Destruction:

- Records may be destroyed (or shredded, if containing sensitive information) after the retention period expires, provided no litigation or investigation is pending. - Destruction shall be documented (date, method, responsible party).

### **Section 14.4 – Certificates of Authority**

(a) The Secretary may issue certificates certifying:

- The current Bylaws or amendments;
- Board resolutions or member actions;
- The status and authority of officers or Directors; - Membership status and voting rights.

(b) Such certificates shall be sealed with the Alliance's corporate seal (if any) and signed by the Secretary or another authorized officer, and shall be prima facie evidence of the matters certified.

## **Section 14.5 – Electronic Communications and Voting**

(a) Permitted Electronic Means:

- All notices, votes, and communications to Members or Directors may be conducted electronically (by email, web portal, electronic voting platform, or video conference).
- Electronic signatures (including DocuSign, Adobe Sign, or similar platforms) shall be treated as equivalent to original signatures for purposes of binding the Alliance.

(b) Videoconference Participation:

- Board meetings, committee meetings, and General Meetings may be held entirely by videoconference or may include some participants via videoconference and others in person.
- All participants must have equal ability to communicate and to hear discussion and voting.

(c) Working Group and Task Group Electronic Participation and Voting: The electronic participation and voting provisions of this Section 14.5 apply equally to Working Group and Task Group meetings and votes. Specifically: (i) all WG and TG meetings may be conducted entirely by videoconference or other electronic means; (ii) votes on WG and TG matters — including adoption of normative technical text, approval of TG charters, and procedural decisions — may be conducted by electronic ballot, provided that each participating Member organization receives adequate notice (not less than forty-eight (48) hours for routine matters and five (5) business days for votes on normative text) and has equal opportunity to participate; (iii) electronic votes between scheduled WG or TG meetings are permitted for time-sensitive matters, with a minimum voting window of five (5) business days; and (iv) electronic signatures of WG and TG Chairs on meeting minutes, charters, and official TG documents shall be treated as equivalent to original signatures.

## **Section 14.6 – Corporate Seal**

(a) The Alliance may, but is not required to, adopt a corporate seal bearing the name "Open Device Alliance" and the state and year of incorporation.

(b) The seal, if adopted, shall be affixed to official documents (such as certificates, contracts, or Board resolutions) as determined appropriate by the Secretary or Board.

## **Section 14.7 – Loans to Officers Prohibited**

(a) The Alliance shall not make loans to any Director, officer, or employee, except as permitted by Section 501(c)(6) of the Internal Revenue Code.

(b) Any loans that are permissible shall be documented in writing with appropriate terms and shall be reported to the Board.

## Section 14.8 – Related-Party Transactions

(a) Disclosure: Any transaction between the Alliance and a related party (including a Director, officer, Member, or affiliate) shall be disclosed to the Board before approval.

(b) Review and Approval:

- Related-party transactions shall be reviewed for fairness and business necessity.
- The Board shall approve related-party transactions only if the terms are no less favorable than would be available from an unrelated third party.
- The interested party shall recuse themselves from the decision.

(c) Documentation:

- All related-party transactions shall be documented in writing and reflected in Board minutes.
- Competitive bidding shall be used where practicable to ensure fair market pricing.

## Section 14.9 – Whistleblower Protection

(a) The Alliance shall not retaliate against any Director, officer, employee, Member, or volunteer who reports suspected violations of law, policy, or ethical conduct, in good faith and through appropriate channels (Board, audit committee, external compliance hotline, or law enforcement).

(b) Any person who experiences retaliation for whistleblowing may report the retaliation to the Board Audit or Governance Committee and shall have recourse to dispute resolution or legal remedies.

# ARTICLE XV: GENERAL PROVISIONS

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## Section 15.1 – Manner of Giving Notice

(a) Any notice required or permitted by these Bylaws shall be in writing and shall be deemed effective when:

- Delivered in person;
- Sent by certified mail, return receipt requested, or regular mail;
- Sent by email (with confirmation of receipt) to the email address designated by the recipient;
- Posted on the Alliance's website (with notification to recipients that materials are available);
- Sent by facsimile or other electronic means agreed upon by the parties.

(b) For Members, notice shall be sent to the address or email on file with the Alliance. Members are responsible for keeping their contact information current.

## Section 15.2 – Waiver of Notice

- (a) Any Member, Director, or officer may waive notice of any meeting before or after the meeting by signing a written waiver (or email confirmation) stating that they waive notice and consent to holding the meeting.
- (b) A person's participation in a meeting (either in person or by electronic means) shall constitute implied waiver of notice, except where the person objects to the meeting for lack of notice at the beginning of the meeting.

## Section 15.3 – Regulations for Board and Committee Proceedings

- (a) The Board or any committee may establish rules of procedure for its meetings, provided such rules do not conflict with these Bylaws or applicable law.
- (b) Matters of procedure not addressed in these Bylaws or Board rules shall be governed by Robert's Rules of Order, Newly Revised (12th edition), or such other parliamentary authority as the Board designates.

## Section 15.4 – Governing Law and Jurisdiction

- (a) These Bylaws and all matters relating to the Alliance's governance shall be governed by and construed in accordance with the laws of the State of Texas and the Internal Revenue Code (26 U.S.C.).
- (b) Any legal action or proceeding arising out of these Bylaws or the Alliance's activities shall be brought in a court of competent jurisdiction in Austin, Texas, or as otherwise agreed by the parties.

## Section 15.5 – Severability

- (a) If any provision of these Bylaws is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision shall be reformed or severed to the minimum extent necessary.
- (b) The remaining provisions of these Bylaws shall remain in full force and effect.
- (c) The Board shall have the authority to amend the Bylaws to address any provision that is found to be invalid or to clarify intent.

## Section 15.6 – Entire Agreement

(a) These Bylaws, together with the Certificate of Formation, Membership Agreement, IPR Policy, Antitrust Compliance Policy, and Code of Conduct, constitute the entire agreement regarding the governance of the Alliance and supersede all prior understandings and agreements.

(b) To the extent of any conflict between these Bylaws and any other Alliance document, the Bylaws shall control, except where a specific contract term is necessary to address unique circumstances of a particular Member.

## ARTICLE XVI: ADOPTION AND EFFECTIVE DATE

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### Section 16.1 – Adoption by Founders

These Bylaws are hereby adopted by the Founders of the Open Device Alliance, effective upon the incorporation of the Alliance with the Texas Secretary of State.

### Section 16.2 – Binding Effect

From and after the effective date, these Bylaws shall be binding upon all Members, Directors, officers, and other stakeholders of the Alliance and shall govern all aspects of the Alliance's operations.

### Section 16.3 – Board Authority to Clarify

The Board is authorized to issue administrative guidance, forms, and procedures to clarify and implement the Bylaws, provided such guidance does not conflict with or materially alter the Bylaws.

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Adopted by the Founding Board of the Open Device Alliance

Date: May 15, 2026

Chair: *Trevor McLaughlin*

Secretary: \_\_\_\_\_

