

1 **OASIS Open Development Foundation LLC**
2 **Operating Rules**
3 **Approved by OASIS Board of Directors**
4

5 1. *Establishment of Host LLC.*

6 OASIS Open, a global open consortium organized as a not-for-profit Pennsylvania corporation (“**OASIS**”), has
7 organized the OASIS Open Development Foundation LLC, a Delaware not-for-profit Series Limited Liability Company
8 (the “**Host LLC**”), as an independent hosting structure for prospective not-for-profit technical projects to develop and
9 promote open standards, open source, and other shared information technology outputs that wish to run as a separate,
10 freestanding development entity, hosted with OASIS assistance, but with separate brand identity.

11 2. *Host LLC Governance and Administration.*

12 The Host LLC shall be governed by the terms of its Certificate of Formation and a Limited Liability Company
13 Agreement prepared by OASIS counsel and approved by the OASIS Board (as defined below). Those company documents
14 shall provide that: (a) OASIS is the sole member of the Host LLC, with authority to appoint the Managers of the Host LLC;
15 (b) the OASIS Board initially shall appoint three Managers for the Host LLC; (c) the administration of the Host LLC shall
16 be performed by OASIS staff under a master service contract with the Host LLC as described below; and (d) the operations
17 and purposes of the Host LLC are limited to not-for-profit activities. The Host LLC shall be a not-for-profit subsidiary
18 controlled by, but distinct from OASIS, so that the operations, accounts, assets, contracts and liabilities of the Host LLC,
19 and those of any Foundation (as defined below) hosted by the Host LLC, are isolated and separate from the operations,
20 accounts, assets, contracts and liabilities of OASIS.

21 OASIS as the sole member of the Host LLC delegates day-to-day management of the Host LLC to the Host LLC’s
22 Managers. The Host LLC Managers shall be appointed from time to time by the OASIS Board of Directors (“**OASIS**
23 **Board**”), and may be removed or replaced at any time by the OASIS Board as well. All or a majority of the Host LLC’s
24 Managers shall be persons acting under the direction of OASIS as the Host LLC’s sole member, though OASIS may elect to
25 appoint as Managers a minority of one or more persons outside OASIS’ control, from such other stakeholders as it may
26 deem appropriate. The Host LLC Managers shall act as the stewards for the Host LLC, and shall review the administrative
27 work performed for the Host LLC by OASIS staff under the Master Contract (as defined below), but shall defer to each
28 Foundation Board (as defined below) on matters of that Foundation’s activities and expenditures so long as they conform to
29 applicable laws and the rules, budgets and procedures described herein.

30 The Host LLC shall enter into a master administrative services contract with OASIS (the “**Master Contract**”),
31 under which OASIS staff shall provide to the Host LLC, and (by arrangement with the Host LLC) to each Foundation,
32 administrative assistance, and operational and financial control services including those described below, in return for
33 compensation to be agreed between OASIS and the Host LLC. The Host LLC also must comply with the OASIS conflict of
34 interest, anti-trust, whistleblower, and document retention and destruction policies and the OASIS privacy statement.

35 3. *Host LLC Financial Controls.*

36 The financial activities and budget of the Host LLC itself shall be administered on a day-to-day basis by OASIS
37 staff under the Master Contract. Those administrative actions shall be reviewed and subject to approval by the Host LLC
38 Managers appointed by OASIS. The funds of the Host LLC shall be deposited in, and its expenses paid from, deposit and
39 other accounts separate from those of OASIS, capable of being separately audited and, if OASIS so elects, subject to
40 separate tax identification numbers. However, OASIS as the sole member of the Host LLC reserves the right to report its
41 activities for tax purposes as a consolidated entity with the Host LLC, and to perform any independent audit of the separate
42 accounts of the Host LLC, or any series, or as a part of a consolidated audit or review, all at its sole option.

43 The Host LLC’s annual budget shall include income items for (a) an administrative fee (“**Hosting Fee**”) collected
44 from the Foundation Dues paid by each Foundation, based on a percentage scale or as otherwise set by the Host LLC, and
45 (b) projected income and costs from administrative services provided to each Foundation.

46 All accounting controls and policies employed by OASIS, including all rules relating to non-profit status and
47 appropriate legal purposes, also shall be applied to the operations and expenditures of the Host LLC, as managed by OASIS
48 staff under the Master Contract. The operations, projections and financial results of the Host LLC (and summary
49 Foundation reporting) shall be reported to, and included within the monthly operating reports and regular financial reporting
50 provided by, OASIS.

51 4. *Initiation of a Foundation.*

52 Each prospective not-for-profit technical project that wishes to be hosted by the Host LLC shall be established, if
53 accepted, as a new, distinct series (company sub-entity) of the Host LLC, described as a “**Foundation.**” Acceptance of each
54 new proposed Foundation occurs as described in the procedures set forth below. The Host LLC shall review proposals for
55 Foundations from parties who commit to join as the Foundation’s initial members. The Host LLC shall review each
56 Foundation proposal for economic feasibility, appropriate non-profit status, and suitability to the Host LLC, based on
57 examination of its proposed:

- 58 • Charter (as defined below),
- 59 • budget, including pro forma projected financial statements for the first full year,
- 60 • membership size and type (e.g., corporation, individual, etc.),
- 61 • dues schedule,
- 62 • service contracts (whether with OASIS or third-party providers),
- 63 • independent contractor or employment contracts, if any,
- 64 • planned activities,
- 65 • prior operational history of any predecessor program, if any,
- 66 • projected minimum aggregate annual income, and
- 67 • such other matters as the Host LLC in its judgment may determine are relevant,

68 as provided by the proposers (collectively, the “**Foundation Proposal**”). The Host LLC’s review shall apply criteria and
69 administrative guidelines provided by OASIS staff.

70 The OASIS staff who provide administrative services to the Host LLC shall prepare a confidential feasibility
71 summary for each new proposed Foundation, including pro forma financials, for review by the Host LLC Managers. The
72 conclusions of the Host LLC Managers, the feasibility summary, and the Foundation Proposal documentation (the “**Review**
73 **Package**”), shall be transmitted to the OASIS Board, on a confidential basis. Projects that are not recommended for
74 approval by the Host LLC are reported to the OASIS Board for information but require no further action. If the Host LLC
75 recommends its approval, but two or more OASIS Board members object to the Review Package within 15 days, in writing
76 to the Host LLC Managers, then the OASIS Board may act within 30 days after that objection is delivered to accept or
77 reject the proposal, or place conditions on the proposal, communicated to the proposers and the Host LLC Managers
78 together with its reasoning, or else the Host LLC may form the Foundation and proceed as above. If the Host LLC
79 recommends its approval, and no such objection to the Review Package is sent, the Host LLC shall accept the proposal,
80 open a new company series (as described below) and initiate the proposed Foundation. Acceptance by the Host LLC and
81 initiation of a Foundation must be consistent with the statements in the Review Package and comply with any conditions
82 imposed by the OASIS Board.

83 Review of proposals for Foundations by OASIS and the Host LLC are intended to confirm feasibility, not as an
84 assessment or critique of a proposed Foundation’s technical merits or goals, so long as they conform to applicable laws, the
85 stated purposes of OASIS and the Host LLC, and the requirements and procedures described in these Operating Rules.

86 Successful initiation of a Foundation shall be evidenced by execution of the Foundation Charter (defined below) by
87 the Host LLC, indicating acceptance.

88 5. *Foundation Operation, Charter and Governance.*

89 Each not-for-profit technical project which is accepted by the Host LLC as a Foundation shall be hosted in a
90 distinct company series, established by the Host LLC in the manner provided by the Host LLC’s governing documents and
91 these Operating Rules. Once initiated, Foundations are subject to the continuing budgeting, feasibility and termination
92 requirements described in these Operating Rules. The procedural and technical work rules under which a Foundation and
93 its members shall operate shall be set forth in its “**Foundation Charter**”, using a mandatory form established by the Host
94 LLC, which includes some mandatory rules, and provides for certain structured options and rule selections by the proposers.

95 A consistent, completed Foundation Charter, must be executed by each proposed initial member of the Foundation
96 and proposed initial member of the Foundation Board (as defined below), as well as the Host LLC. After a Foundation is
97 initiated, new members may join the Foundation (subject to the eligibility rules that it may establish in its Foundation
98 Charter) by executing and delivering a copy of that same Foundation Charter to the Host LLC, and paying the required
99 Foundation Dues (as defined below).

100 The mandatory terms of each Foundation Charter include (a) the manner of creation and maintenance of a
101 Foundation Board of Directors (“**Foundation Board**”), (b) an initial annual budget, (c) an annual schedule of Foundation
102 dues to be paid by its members (“**Foundation Dues**”), (d) the person to serve as initial Executive Director, (e) the person to

103 serve as initial Treasurer, (f) the Foundation’s intellectual property policies, (g) the expected transparency and public
104 visibility of the Foundation and access to its outputs,, and (h) its expected relationship if any to OASIS open standards or
105 open source projects. The Foundation Charter also must confirm the Foundation's adherence to OASIS conflict of interest,
106 anti-trust, and whistleblower policies.

107 Once a Foundation’s initial Charter has been approved, subsequent changes require the agreement of all members
108 of the Foundation (each of which is a signatory to the Charter) as well as the approval of the Host LLC (which also is a
109 signatory). Changes to the Foundation Charter shall be notified to the OASIS Board, and reviewed and subject to the same
110 objection and consent procedure as applies to the initial Charter.

111 6. *Foundation Financial Controls.*

112 Under its Master Contract with the Host LLC, OASIS shall provide staff or subcontractor support for the
113 management of the distinct accounts, assets, contracts and liabilities of each Foundation, and day-to-day administration of
114 its costs, expenses and budget. As part of that support, OASIS shall provide or arrange for regular financial reporting to
115 each Foundation Board, as well as the Host LLC Managers, on a schedule similar to that presently employed by OASIS for
116 other dedicated funds.

117 That day-to-day administration of a Foundation’s financial activity shall be reviewed and approved by that
118 Foundation’s Treasurer (or its Executive Director if no Treasurer is presently appointed), and shall be periodically reviewed
119 by its Foundation Board, all subject to the requirements of its Foundation Charter and these Operating Rules.

120 Each Foundation’s Board must each year approve in advance an annual budget, for review by the Host LLC,
121 which shall include:

- 122 • a projection of expected Foundation Dues from participants, consistent with the Foundation Charter,
- 123 • allocation for the Hosting Fee, at the rate established by the Host LLC, from Foundation Dues revenue,
- 124 • the contracted or otherwise projected costs of any OASIS services provided to the Foundation,
- 125 • the projected costs and any income for the activities of the Foundation,
- 126 • the costs of any third-party services to be provided to the Foundation, and

127 all other elements of a budget required by the accounting policies, controls and practices employed by OASIS for its own
128 operations.

129 The methods and schedule for assessment and collection of Foundation Dues, as provided in a Foundation’s
130 Charter and budget, must be conducted as determined by OASIS staff providing administrative support under the Master
131 Contract, so as to regularize the Foundation's and Host LLC’s accounting, permit consolidation of reporting, and ensure for
132 the adequate provision of sufficient resources for Foundation expenses.

133 The first fiscal year for each Foundation shall end at the same time as the then-current fiscal year of the Host LLC
134 as directed by OASIS. However, the Foundation Board and the Host LLC in consultation with OASIS may mutually agree
135 to set different fiscal year anniversaries and commensurate deadlines. Each Foundation must propose and obtain approval
136 of its annual budget for each new fiscal year, and should propose its annual budget at least 60 days before the expiry of its
137 prior fiscal year. If a Foundation’s annual budget for the next year has not been finally approved by the Host LLC by the
138 30th day prior to the prior fiscal year end, the Host LLC may suspend that Foundation’s financial activity, and decline to
139 incur or make any further payments of that Foundation’s expenses, at the end of that fiscal year (that is, 30 days later).

140 The Host LLC and OASIS reserve the right to limit, decline or suspend action on any expenses incurred, paid or
141 planned by a Foundation Board, if at any time the existing and projected revenues do not appear to the Host LLC Managers
142 or OASIS staff to adequately provide for those expenses. Neither the Host LLC nor OASIS has any responsibility for a
143 Foundation’s liabilities caused by or relating to shortfalls in a Foundation’s budget or assets.

144 All accounting controls and policies employed by OASIS, including rules relating to non-profit status and
145 appropriate legal purposes, also shall be applied to the operations and expenditures of each Foundation, as managed by
146 OASIS staff providing administrative support under the Master Contract. The operations, projections and financial results
147 of the Foundation also may be reported in consolidated form to, and shall be included within the monthly operating reports
148 and regular financial reporting provided by, OASIS.

149 7. *Foundation Contract Administration.* A Foundation may contract separately for the provision of services,
150 including promotional, support, event, publishing or technical services that the Foundation Board wishes to obtain,
151 consistent with these Operating Rules, so long as those activities are consistent with these Operating Rules, its Foundation
152 Charter and its approved budget. However, such contracts, and any other legal contracts entered into by the Foundation, are
153 subject to the right of the Host LLC and OASIS staff to approve the form, purposes and tenor of each contract. In its review
154 and approval of proposed contracts, the Host LLC may require such additional terms or conditions as are necessary in its
155 judgment to assure adherence to the Foundation’s budget and the financial controls described in these Operating Rules.

156 For the benefit of each Foundation Board, OASIS shall maintain information regarding the services that are
157 available by contract to the Foundation from OASIS (“**Contracted Services**”) (beyond the minimum administrative
158 services provided through the Master Contract in return for the Hosting Fee), as well as information regarding potential
159 suggested external service resources.

160 A Foundation, as a legal series of the Host LLC, cannot enter into mergers, acquisitions, asset dispositions or
161 similar agreements that substantially change its nature or company structure, except to the extent such a change is (a)
162 recommended by its Foundation Board, (b) approved by the Host LLC, (c) consistent with applicable law, (d) approved by
163 the OASIS Board, and then (e) duly executed by the Host LLC.

164 8. *Foundation Inactivity or Termination.*

165 If a Foundation Board either (a) fails to timely adopt an approved budget, (b) fails to maintain the minimum
166 required number of Foundation Board members specified in its Foundation Charter, or (c) no longer has an Executive
167 Director, then the Host LLC reserves the right to declare the Foundation dormant, by notifying its remaining Foundation
168 Board members, and may indicate that status change in its communications, and decline to make any further payments or
169 commitments or perform further services until the condition that causes its dormancy is corrected.

170 If a Foundation has been declared dormant for more than 60 days, the Host LLC reserves the right in its sole
171 discretion at any time thereafter to terminate the Foundation and wind up its existence as a company series in a manner
172 consistent with applicable law. If a Foundation, one or more members of its Foundation Board, one or more of its
173 members, its Executive Director or its Treasurer act in violation of applicable laws, or act in a manner that materially
174 violates these Operating Rules or endangers assets of the Host LLC or OASIS, then the Host LLC reserves the right at any
175 time in its sole discretion to (a) remove the entity so acting from its position within the Foundation, or (b) terminate the
176 Foundation and wind up its existence as a company series in a manner consistent with applicable law, or (c) take such other
177 steps as may be necessary to protect the assets of the Host LLC or OASIS, or (d) any combination of the foregoing.

178 A Foundation’s Board may also voluntarily, by a written vote of a majority of its currently-seated members (or
179 such other minimum number as its Charter may specify), terminate and wind up its affairs, in which case the Host LLC shall
180 administer its asset disposition and winding up as a company series in a manner consistent with applicable law, over such
181 period of time as the Host LLC may in its sole discretion agree.

182 In the event of any termination or wind-up of a Foundation, its data assets and remaining intellectual property
183 rights shall be handled as described in these Operating Rules below.

184 9. *Foundation Data Availability.*

185 Each Foundation shall set its own policies regarding the degree of availability of the Foundation’s documents and
186 technical resources to the public and its own members, during its existence, consistent with its Charter.

187 The Host LLC shall retain its administrative, governance, budget and operating records for each Foundation, for
188 the period of time provided for that class of records in the OASIS Document Retention and Destruction Policy. During that
189 period, the Host LLC shall take reasonable steps to cooperate with appropriate requests for access to that data, from parties
190 entitled to access, at the cost of the requesting party.

191 Any obligation of the Host LLC, OASIS or another contractor to retain, maintain or support continued public
192 availability of a Foundation’s e-mail, web content, technical work documents or similar data shall only exist to the extent
193 specified and agreed in a written agreement for Contracted Services.

194 Any technical or similar work associated with an OASIS Technical Committee, an OASIS Open Project or under
195 other OASIS activities shall be subject to the separate availability rules provided by those other programs.

196 However, notwithstanding any other term of these Operating Rules or any service agreement, neither the Host LLC
197 nor OASIS, nor either of their assigns, shall be obligated to: (a) perpetually maintain its own existence, nor (b) provide for
198 the perpetual existence of a website or other public means of accessing such material, nor (c) maintain any material which it
199 is legally required to remove from publication.

200 10. *Foundation Visibility and Branding.*

201 OASIS and the Host LLC each reserve the right to disclose its hosting affiliation with any Foundation. Foundation
202 self-descriptive materials must include the caption "hosted by OASIS Open Development Foundation LLC." Foundations
203 otherwise only may use the OASIS logo or the name of OASIS as may be approved in advance in writing by OASIS staff
204 and in third-party references as consistent with the OASIS Trademark Policy.

205 11. *Changes to these Operating Rules.*

206 These Operating Rules were approved by the Board of Directors of OASIS, the sole member of the Host LLC.
207 OASIS reserves the right to amend these Operating Rules in the future.