Space Systems Modular Open Systems Approach (MOSA) Interface Standards Alliance

Bylaws v4.5

An unincorporated Association operating
as a Program of ISTO, Inc. (“ISTO”)

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ARTICLE 1
DEFINITIONS

Committee means a group of Members as designated by the Stakeholder Advisory Council to participate in the development of standards on behalf of their Member Organization, pursuant to the terms specified in these Bylaws.

Committee Steering Group means a group of Members as designated by the Stakeholder Advisory Council who monitor committees in a capability area of responsibility and make recommendations to the Stakeholder Advisory Council.

Committee Chairperson means the individual serving as the leader of a given Committee and is responsible for consensus development of the draft and final versions of work products created by the Committee.

Consensus means [based on 5 USC § 562(2) Definitions] unanimous concurrence among the interests represented in an established Board, Council or Committee

Consensus minus one means, in the event the same voter will not agree after three (3) rounds of voting and discussion, consensus will be assumed.

Contributor means a paying Member Organization in good standing that will contribute one or more subject matter experts to one or more standards development committees or subcommittees.

Draft Standard means any version of the documented requirements in a standard that has not been formally approved and released by the alliance.

Enterprise refers to the collective organizations, assets, processes, activities, and resources of the Executive Board agencies.

Member means a general reference to all entities who have qualified for such classifications pursuant to the relevant provision of ARTICLE 14 of these Bylaws.

Member Organization means an Alliance-participating company or Government entity.

Membership Agreement means the Organization's Membership Agreement, as in effect and amended.

Objective(s) means the goals and criteria that must be met by each standard as set by the Stakeholder Advisory Council

Officer means any member of the Executive Board or the Stakeholder Advisory Council.

Participant means a subject matter expert in a committee or subcommittee who may or may not be the single voting member for their Member Organization.

Person means any individual, corporation, partnership, joint venture, trust, Limited Liability Company, business association, governmental entity or other entity.

Quorum means more than fifty percent (50%) of the Members in Good Standing of the applicable group (i.e., the Board of Directors, Committee/Subcommittee, or other group established by the Alliance) are present, either in person, by telephone or by such other means as may be prescribed by such group or by these Bylaws.

Standard means the formally released set of documented requirements by the alliance

Subcommittee means a group of Members as designated by the Stakeholder Advisory Council to participate in the development of standards on behalf of their Member Organization, pursuant to the terms specified in these Bylaws. A Subcommittee is a subset of a Committee and follows all rules, processes, and procedures as a Committee.

Subcommittee Chairperson means the individual serving as the leader of a given Subcommittee and is responsible for consensus development of the draft and final versions of work products created by the Subcommittee.

Veto means an official power or right to refuse to accept or allow something.

Voting Member means the subject matter expert in a committee or subcommittee representing a Member Organization who will cast a single vote for the Organization.

ARTICLE 2
OFFICES

SECTION 2.1 PRINCIPAL OFFICE

A principal office of the Alliance will be created to perform administrative and operational functions for the Alliance. This office will be located at 371 Hoes Lane, Suite 200, Piscataway, NJ 08854.

SECTION 2.2 CHANGE OF ADDRESS

The location of the Alliance's principal office may be changed from time to time by the Board, which change of address shall be effective upon written notice to all Members.

SECTION 2.3 OTHER OFFICES

The Alliance may also have offices at such other places as its business and activities may require, and as the Board may, from time to time, designate.

ARTICLE 3
PURPOSE

SECTION 3.1 PURPOSE

The Industry Standards and Technology Organization (ISTO) Space Systems Modular Open System Approach (MOSA) Interface Standards Alliance, (hereinafter, "the MOSA Alliance"), was initiated for the purpose of developing standards to facilitate the implementation of standardized interfaces on space systems.

Standardization of space system interfaces, where appropriate, will enable greater compliance of Enterprise space systems to the MOSA laws and objectives as specified in 10 USC4401, 4402, and 4403.

SECTION 3.2 DURATION

The duration of the Alliance shall be perpetual but may be dissolved at any time upon a unanimous vote of the Board.

SECTION 3.3 ORGANIZATIONAL STRUCTURE

The Alliance shall consist of an Executive Board, Stakeholder Advisory Council, Committee Steering Group, Committee/Subcommittee Chair, Committee/Subcommittee Manager and Committee/Subcommittee members.

ARTICLE 4
ANTITRUST GUIDELINES

SECTION 4.1 COMPLIANCE WITH ANTITRUST LAWS

The Alliance will not become involved in the competitive business decisions of its Member companies, nor will it take any action which would tend to restrain competition among and between such Members in violation of the antitrust laws.

The Alliance unequivocally supports the policy of competition served by the antitrust laws and intends to comply strictly with such laws. It shall be the responsibility of every Member of the Alliance to be guided by this policy of strict compliance with the antitrust laws in all of the Alliance's activities. It shall be the responsibility of the Alliance's officers and Committee/Subcommittee Chairpersons to ensure that this policy is known and adhered to in the course of activities pursued under their leadership.

Each Member shall assume responsibility to provide appropriate legal counsel to its representatives acting under these Bylaws regarding the importance of limiting the scope of their discussions to the topics that relate to the purposes of the Alliance, whether or not such discussions take place during formal meetings, informal gatherings, or otherwise.

Any violation of the General Rules of Antitrust Compliance or of this Article 4 shall make the violator subject to immediate suspension from membership in the Alliance and removal from any office held by an official representative.

ARTICLE 5
Alliance Governance

SECTION 5.1 IMPORT AND EXPORT REGULATIONS

The MOSA Alliance Committees openly exchange non-proprietary technical information and publicly shareable knowledge of commercially available products and services. In doing so, all U.S. members of the MOSA Alliance shall comply with all International Traffic in Arms Regulations (ITAR) and Export Administration Regulations (EAR) governing the export and import of defense-related and commercial articles and services. All non-U.S. members shall comply with the appropriate import and export regulations of their respective countries. The MOSA Alliance shall not be liable or responsible for individuals who violate the export and import regulations of their respective country of citizenship. Entities who violate the export and import laws of their country will have their membership terminated.

ARTICLE 6
EXECUTIVE BOARD

SECTION 6.1 BOARD COMPOSITION

The Executive Board (hereafter, Board) shall initially consist of one (1) founder, (SSC) which will have a perpetual seat on the board. Additional Board seats may be established, upon approval and appointment of the founder. The Additional board seats will only be available to Government Entity Members and shall be filled in accordance with the procedures set forth below. Once a Government Entity Member is added to the board their seat will renew automatically. Upon Board approval non-member Entities may be invited to attend the MOSA Alliance Executive Board meetings as non-voting advisors.

SECTION 6.2 EXECUTIVE BOARD MEMBERS

The Board shall consist of one (1) representative of each board member agency.
It shall be the duty of the Board to:

a) Review and approve the Alliance roadmap, and updates thereof
    a. Approval implicitly approves the Initiation/Instantiation of the associated Standard Development Committee/Subcommittee specified in the roadmap
b) Oversee the status of the Standards development Committees and subcommittees
c) Re-direct any committee to meet changes in mission needs

SECTION 6.2.1 EXECUTIVE BOARD ADVISORS

Executive Board Advisors are non-voting and serve in a consulting role regarding possible collaboration with other interoperability standards development efforts with the intent of fostering synergy across interoperability standards, to the greatest extent practicable. As non-voting members, recommendations made by Executive Board Advisors shall not obligate compliance by the voting members of the Executive Board, nor liability upon the Executive Board Advisors for decisions by the Executive Board.

Membership as an Executive Board Advisor is per the discretion, and invitation, by the Executive Board. Membership can be revoked or cancelled by either party at any time, with or without explanation. Attendance of the biannual meetings of the Executive Board is expected.

SECTION 6.3 VOTING

All Board decisions require a unanimous consensus. If Board members are not present to vote during Board meetings, a formal ballot will be posted in Causeway to allow voting in absentia. However, non-responses to ballots within two weeks will be assumed as an "abstain" vote, and in such case, consensus may be achieved by the votes cast. Ballots will close in a minimum of 10 business days. Each Board member shall have one (1) vote on each matter submitted to a vote by the Board. Voting at meetings shall be by a show of hands if held in person, or by voice ballot if held by audio, videoconferencing, or teleconferencing, or by electronic ballot, unless otherwise required. Results of all Board voting shall be made available within thirty (30) days of each ballot.

SECTION 6.4 COMPENSATION

The Executive Board shall serve without compensation by the Alliance.

SECTION 6.5 MEETINGS

The Board will hold meetings at least two (2) times per fiscal year. Any action required or permitted to be taken at a meeting of the Executive Board may be taken without a meeting if all (100%) of members of the Board consent in writing to such action via electronic mail or formal ballot. Such written consents and completed ballots shall be filed with the minutes of the proceedings of the Board and shall have the same force and effect as a vote at a meeting.

ARTICLE 7
STAKEHOLDER ADVISORY COUNCIL

SECTION 7.1 STAKEHOLDER ADVISORY COUNCIL

Members of the Stakeholder Advisory Council (hereafter, Council) shall be designated by their Executive Board representative. Additional membership will be at the discretion of and by invitation from the Council members.

SECTION 7.2 DUTIES OF THE STAKEHOLDER ADVISORY COUNCIL

The Council shall:

a) Approve membership
    a. Screen all membership applications
    b. Periodically assess on-going value of the Member Organizations
b) Stand-up Committees per the Executive Board Approved Alliance roadmap
    a. Determine allowable composition and security level of Committee or Subcommittee membership
    b. Approve Committee or Subcommittee membership
    c. Sets the objective(s) for each standard
    d. Approves the charter for each committee
        i. The charters must include the documented objectives for each standard under development
    e. Include selected Government technical advisors with specific technical expertise in Committee/Subcommittee meetings to better inform discussions, as deemed necessary or appropriate
    f. Appoint Chairpersons of Committees or Subcommittees
c) Manage Committees
    a. Develop and enforce Rules of Engagement (as documented in Section 15.5) for each Committee or Subcommittee
    b. Evaluate each Committee's or Subcommittee's development progress in accordance with the Committee/Subcommittee objectives
    c. Remove Member Organizations or Chairpersons that are deemed to be unsuitable, without need to provide a reason
d) Maintain the Alliance roadmap
    a. Review the Standard Change Request forms and approve if consensus minus one is reached by the Stakeholder Advisory Council members
    b. Receive recommendations from the Committee Steering Groups on prioritization of standards development and implementation
    c. Update the Alliance roadmap to include the approved new Standard or Standard update
    d. Present the updated Alliance roadmap to the Executive Board for approval with rationale for any changes
e) Approve Release of Standards
    a. Determine whether or when Standards are ready to be released based on verification of the exit criteria established by the Committee/Subcommittee, and satisfaction that the objectives for the standard have been met

SECTION 7.3 VOTING

The Council will consist of three voting members, one each from NASA, NRO, and SSC. Decisions require a unanimous consensus or consensus minus one from the voters or their delegate within 10 business days. A non-vote will be assumed as an "abstain" vote, and in such case, consensus may be achieved by the votes cast. Each voting member shall have one (1) vote on each matter submitted. Voting at meetings shall be by a show of hands if held in person, or by voice ballot if held by audio, videoconferencing, or teleconferencing, or by electronic ballot, unless otherwise required.

SECTION 7.4 COMPENSATION

The Council shall serve without compensation by the Alliance.

SECTION 7.5 NONLIABILITY OF OFFICERS

The Council shall not be personally liable for the debts, liabilities, or other obligations of the Alliance.

SECTION 7.6 MEETINGS

The Stakeholder Advisory Council will hold virtual meetings approximately quarterly, or as needed. Stakeholder Advisory Council meetings may coincide with the Executive Board meetings.

ARTICLE 8
COMMITTEE STEERING GROUPS

SECTION 8.1 COMMITTEE STEERING GROUPS

The Committee Steering Group (hereafter, Group) shall be formed as necessary and assigned a capability area. They will monitor all committees developing standards that impact their capability area and make recommendations to the Stakeholder Advisory Council. Membership shall be determined by the Stakeholder Advisory Council.

The Group Shall:

a) Determine which Committees are developing standards that impact their assigned capability area and monitor the progress of those Committees
b) Monitor relevant standards development at other SDOs, technology developments, and applicable policy/guidance

c) Ensure that standards being developed by the committees within their capability area are compatible with each other and the overall capability
    a. Review interim/draft standards developed by the committees under their purview
d) Determine if any new standards need to be developed within their capability area
e) Determine if any of the standard's objectives are unclear/incompatible/unachievable, in relation to their capability area and report it to the Stakeholder Advisory Council
f) Make other recommendations as necessary to the Stakeholder Advisory Council

SECTION 8.2 VOTING

There shall be no formal voting. All recommendations and general consensus will go to the Stakeholder Advisory Council for review, approval and implementation.

SECTION 8.3 COMPENSATION

The Group shall serve without compensation by the Alliance.

SECTION 8.4 MEETINGS

The Group will hold meetings as necessary as determined by the Committee Steering Group members.

ARTICLE 9
COMMITTEES and SUBCOMMITTEES

SECTION 9.1 COMMITTEES AND SUBCOMMITTEES

The Executive Board shall be informed of all the established Alliance Committees and Subcommittees and shall periodically be informed of the status of each and can make recommendations for re-vectoring the Committee/Subcommittee objectives as needed to better conform to Enterprise needs. The official language of the Committee and Subcommittee meetings shall be U.S. English.

SECTION 9.2 COMMITTEE/SUBCOMMITTEE MEMBERS

Committee/Subcommittee Members shall:

a) be employees of a Member Organization in good standing
b) provide Committee/Subcommittee participants with the appropriate technical skill set for the Standard(s) under development

c) participate in Committees/Subcommittees in a useful and constructive manner

d) be conversant in U.S. English
e) know who is the single member designated by their Company to cast the one (1) vote for their Company on each ballot/consensus poll taken by the committee/subcommittee Chair

At the discretion of the Stakeholder Advisory Council, membership in some Committees/Subcommittees within the Alliance may be limited to U.S. Citizens of U.S. Government Agency Contractors. Membership may be further limited by security clearance requirements.

Organizations or their suborganizations that primarily serve as technical advisors or service providers within the NASA, NRO or SSC program and Enterprise offices (e.g., FFRDC, and some SETA and SE&I organizations) shall be prohibited from voting within any Committee/Subcommittee.

SECTION 9.3 COMMITTEE/SUBCOMMITTEE ROLES AND RESPONSIBILITIES

Each Committee/Subcommittee shall consist of a Committee/Subcommittee Chair, Committee/Subcommittee Manager, Voting Members, and technical contributors.

The Committee/Subcommittee Chair shall:

a) be designated by the Stakeholder Advisory Council
b) work with the Committee members on the development and consensus agreement on the Committee Charter
c) work with the Committee members on the development and consensus agreement on the exit criteria for the Standard
d) lead and moderate all Committee/Subcommittee meetings
e) apply and enforce the Alliance Rules of Engagement (documented in Section 15.5
f) ensure all Members have an opportunity to express their perspective and recommendations
g) ensure any recommendations include relevant technical rationale
h) make a good faith effort to achieve Consensus
i) remove participants who are not complying with the Rules of Engagement
j) remove participants who are not able to contribute at the technical level needed
k) select the Committee/Subcommittee Manager

In the event the Committee/Subcommittee Chair is not available to lead a scheduled meeting, the Committee/Subcommittee Chair shall confer with the Stakeholder Advisory Council and select an appropriate delegate prior to the meeting

The Committee/Subcommittee Manager shall:

a) send meeting invitations to the Committee/Subcommittee Members
b) log violations of the Rules of Engagement
c) capture and track all action items, assignees, open and closure dates
d) ensure the action item tracker is available to all Members
e) document the Committee/Subcommittee meeting minutes and make them available to all members
f) set up web page poll for voting when needed
g) ensure notification of the open poll is sent to Committee/Subcommittee Member Organizations
h) ensure voting closure date and time are clearly stated, announced, and enforced
i) ensure each Committee/Subcommittee Member Organization submits only one vote
j) provide the results of the vote to the Committee/Subcommittee Chair on the closure date
k) archive all work products (e.g., meeting minutes, action items, voting and polling dates and results, draft standards) of the Committee/Subcommittee

In the event the Committee/Subcommittee Manager is not available to support a scheduled meeting, the Committee/Subcommittee Manager shall confer with the Committee/Subcommittee Chair and select an appropriate delegate prior to the meeting.

The Committee/Subcommittee members and technical contributors shall:

a) attend all meetings, or provide a designated representative who can make decisions or vote in their absence, if needed
b) be prepared to address each item in the meeting agenda
c) present only fact based and/or data-driven recommendations
d) present their company/corporate position on the agenda items without personal bias/preference
e) possess the appropriate level of technical knowledge to make meaningful contributions to the development of the requirements in the standard
f) not be entitled to tutoring by the other Committee/Subcommittee members
g) not be required to provide tutoring to other members
h) be open to the perspectives of the other members
i) be able to communicate their thoughts and perspectives clearly to the other members
j) be able to write clear and unambiguous requirements in U.S. English

SECTION 9.4 ALLIANCE PROCEDURES, RULES AND REGULATIONS

a) Objective
    a. The objective of each Standards Development Committee/Subcommittee under the Alliance shall be to develop Standards that meet the Enterprise MOSA objectives set by the Stakeholder Advisory Council and approved by the Executive Board.
        i. objectives for MOSA Interface Standards are as follows:
            1. standardization of key space system interfaces that shall enable interoperability at the target interface
            2. voluntary Consensus development of Standards that shall not infringe on fair and open competition policies and laws
            3. all MOSA Interface Standards shall be implementable within one (1) year of its release
                a. Ensure the specified technologies will be at the appropriate TRL to be implemented within one (1) year
                b. Sole source technologies shall not be specified in a Standard
                c. If a sole source technology is needed for a Standard, there shall be one (1) or more similar or competitive technologies on the horizon that will be available for purchase within one (1) year of the release of the Standard; and
            4. all specified microelectronic technologies shall be radiation hardened for survivability in worst case GEO/p-LEO types of radiation environments.
b) Decision Making Process
    a. Voluntary Consensus
        i. Voluntary
            1. Voluntary participation is deemed agreed upon by the participating Member Organizations when payment for membership is submitted to the ISTO
        ii. Consensus
            1. Each Committee/Subcommittee within the Alliance shall strive for Consensus
        iii. Consensus Minus One
            1. In the event the same voter will not agree after three (3) rounds of voting and discussion, Consensus will be assumed

iv. Voting
    1. Each company shall have one (1) vote. For formal ballots posted in Causeway, votes must be received within two weeks. Non-responses to ballots within two weeks will be assumed as an "abstain" vote, and in such case, consensus may be achieved by the votes cast.

v. Peer Review
    1. All Committee products shall include participation and/or review by qualified subject matter experts from a minimum of five independent companies. The minimum number of participating companies can be reduced on a case-by-case basis with consideration of the effort made to enlist at least five companies, the committee's target product (e.g., Standard, Specification, or Guide), and the subject of the product.
    2. Review of draft MOSA Alliance products by non-member companies shall be limited to targeted companies known to have the appropriate expertise, and clearance level (when applicable).
    3. Review comments provided by non-member companies shall be taken under advisement, and not as a sole basis for rejecting a draft.

vi. Veto
    1. The Stakeholder Advisory Council shall have veto power in the unlikely event that the Consensus decision does not support the intent or objectives of the Government for the Enterprise MOSA Interface Standard(s).
        a. NOTE: This is to prevent the possibility of one (1) or more voters to force a solution that does not serve the Enterprise objectives for MOSA Interface Standards or the objective to maintain fair and open competition.

SECTION 9.5 HANDLING AND PUBLICATION OF COMMITTEE OR SUBCOMMITTEE MATERIALS

The official language of all Alliance publications is U.S. English. In the event that an ISTO Space Systems MOSA Interface Standards Alliance publication is translated, only the English language version published by the Alliance is the approved publication.

All ISTO Space Systems MOSA Interface Standards Alliance publications shall include values in Imperial Units and the International System of Units. The reason for carrying

two types of units is to assist in clear communication of requirements. Many engineers intuitively understand values in Imperial Units but we recognize the international desire to transition to standardization of the International System of Units.

All Standards which meet the exit criteria and the established objectives for the Standard, as verified by the Stakeholder Advisory Council, shall be published with an Alliance cover page and distribution label as determined by the Stakeholder Advisory Council and may be made available for inspection by any Member of the Alliance in accordance with the distribution label.

ISTO, on behalf of the Alliance shall be the copyright holders of any publications released by the Alliance. All draft versions, supplementary material, discussion notes, meeting minutes, and attendance logs are proprietary and are the intellectual property of the Alliance held in trust by ISTO. All intellectual property shall be handled as Proprietary information and/or at the appropriate level of security classification.

Distribution of the Alliance Standards, by their nature, shall be in compliance with the distribution label set by the Stakeholder Advisory Council. Alliance Standards that are open to industry will be made available for download from the Alliance website via a web form. Each Standards download request will be reviewed/approved by the Stakeholder Advisory Council to ensure that the Standards distribution is limited to those parties aligned with the Alliance mission.

Existing SSC Standards received by the Alliance via copyright transfer for the purpose of revision or update shall be immediately re-published as an initial release of an Alliance Standard with an Alliance Standard numeric designation so that subsequent revisions thereof, made by an Alliance committee/subcommittee can maintain or reference the Alliance numeric designation.

ARTICLE 10
USE OF NAME

SECTION 10.1 NAME

The Space Systems Command Modular Open System Approach (MOSA) Interface Standards Alliance was initially so named because it was led by a single organization. However, as additional critical leadership organizations were added, the alias Space Systems MOSA Interface Standards Alliance (abbreviated, MOSA Alliance) was deemed to be a more appropriate name for this Alliance. For legal or copyright reasons the initial name of the Alliance may be used. The Executive Board may select a new name based on changes in the objectives of the Alliance. The Executive Board will send reasonable advance notice to Members prior to the adoption of any new name.

SECTION 10.2 PROHIBITION ON REGISTRATION OF THE NAME

No Member shall register or attempt to register the name, trademark, or service mark confusingly similar to the selected name, or register any second level domain name that uses the selected name in a way likely to create confusion regarding the ownership of the second level domain name, anywhere in the world. Any Member that holds a second level domain name that uses the selected name as described above will (1) redirect it to the official Alliance website and (2) assign it to the Alliance upon request of the Board.

SECTION 10.3 PROHIBITION ON ASSERTION OF RIGHTS IN THE NAME

Each Member agrees not to assert any rights in the selected name against any other Member or their affiliates, or to object to the use of the selected name by such parties as long as their use of the selected name is in compliance with their Membership Agreement and these Bylaws, as applicable.

SECTION 10.4 REQUIRED USE OF THE NAME

The Members agree that when they refer to any Alliance specifications or services, they will use the selected name or some other means to accurately describe the Alliance as the origin. Except as provided in the previous sentence, no Member shall be obligated to use the selected name on any product, advertising, or other materials in any manner. Each Member uses the selected name at its own risk.

SECTION 10.5 LIMITATIONS ON THE USE OF THE NAME

The Members agree that they will use the selected name only for the limited purpose of promoting the Alliance and for labeling, promoting, and marketing compliant Portions. No Member shall use the selected name or any name, trademark, or service mark confusingly similar to the selected name to promote, or refer to, other initiatives or technologies.

ARTICLE 11
EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS

SECTION 11.1 EXECUTION OF INSTRUMENTS

The Executive Board, except as otherwise provided in these Bylaws, may authorize ISTO as agent of the Alliance to enter into or sign any contract, bill, note, receipt, acceptance, endorsement, check, release, document, or to execute and deliver any instrument in the name, and on behalf, of the Alliance. Unless so authorized, no officer, agent, or employee shall have any power or authority to bind the Alliance by any contract or engagement, pledge its credit, or render it monetarily liable for any purpose or in any amount.

SECTION 11.2 CHECKS AND NOTES

Except as otherwise specifically determined by resolution of the ISTO Board or required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the Alliance with a value of less than Fifty Thousand Dollars (USD $50,000) cumulative in any quarterly period may be signed by the ISTO upon written request from the ISTO Board. Checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness in excess of Fifty Thousand Dollars (USD $50,000) shall require a special resolution of the ISTO Board.

SECTION 11.3 DEPOSITS

All funds of the Alliance shall be periodically deposited to the credit of the Alliance in such banks, trust companies, or other depositories as the ISTO Board may select.

ARTICLE 12
RECORDS AND REPORTS

SECTION 12.1 MAINTENANCE OF RECORDS

The ISTO shall keep at its principal office:

a) a record of meetings including the date and time of the meeting, whether regular or special, the number of actual versus invited attendees, and ballot results if appropriate

b) adequate and correct books and records of account, including accounts of its properties, business transactions, assets, liabilities, receipts, disbursements, gains, and losses

c) a record of its Member Companies/Organizations, indicating their company names and business addresses and, if applicable, the class of membership held by each Member Company/Organization and the effective date and termination dates, of any membership

d) a current copy of the Alliance's Bylaws and Membership Agreement

The foregoing records shall be accessible for inspection by the Members of the Alliance at all reasonable times during office hours.

SECTION 12.2 INSPECTION RIGHTS

Subject to such confidentiality, nondisclosure, or security requirements as the Stakeholder Advisory Council may deem appropriate, or restrictions imposed via any confidentiality, nondisclosure agreement, or security classification concerning any particular record, book or document, all Members shall have the right to inspect and copy all books, records and documents, the physical properties of the Alliance, and shall have such other rights to inspect the books, records and properties of this Alliance as may be required under the Bylaws and provisions of law.

SECTION 12.3 RIGHT TO COPY AND MAKE EXTRACTS

Unless otherwise restricted pursuant to confidentiality, nondisclosure or security limitations, inspections of artifacts under the provisions of Article 10 may be made in person, by agent or attorney, and the right to inspection shall include the right to copy and make extracts.

SECTION 12.4 PERIODIC REPORT

The Stakeholder Advisory Council may prepare annual or periodic reports to be delivered within the time limits set by the Executive Board.

ARTICLE 13
AMENDMENT OF BYLAWS OR MEMBERSHIP AGREEMENT

Except where otherwise provided for in individual Articles herein, these Bylaws and any Attachments, and the Membership Agreement and any Attachments, may only be altered, amended, or repealed, and new Bylaws or Membership Agreement terms adopted, upon approval of the Alliance Stakeholder Advisory Council.

ARTICLE 14
SEVERABILITY

In case any provision in these Bylaws shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be ineffective only to the extent of such invalidity, illegality, or unenforceability.

ARTICLE 15
MEMBERSHIP PROVISIONS

SECTION 15.1 DETERMINATION, RIGHTS AND OBLIGATIONS OF MEMBERS

No Member Company/Organization shall hold more than one (1) membership in the Alliance. A Member and any of its Subsidiaries that are Members shall be deemed one (1) Member.

Member benefits include the right to attend the member's designated Committee/Subcommittee meetings, access to all Stakeholder Advisory Council-approved documents in accordance with the document distribution statement, and access to the general Member portions of the Alliance's web site.

All Members must abide by the Bylaws of the Alliance, the Membership Agreement, any policies, guidelines, or procedures adopted by the Board, and the Bylaws of the Alliance.

SECTION 15.2 QUALIFICATIONS FOR MEMBERSHIP

The qualifications for membership in this Alliance are as follows:

Any Person supportive of the Alliance's purposes and not otherwise prohibited by treaty, law or regulation from abiding by the terms of these Bylaws, has obtained the approval of the Stakeholder Advisory Council and pays the required fees as set forth in the "Schedule of Fees and Dues" applicable to its membership classification.

SECTION 15.3 ADMISSION TO MEMBERSHIP

Applicants shall be admitted to membership in the Alliance upon affirmation of the Bylaws, the execution of a Membership Agreement and any relevant attachments, payment of the applicable fees as set forth in the "Schedule of Fees and Dues", and approval of the Stakeholder Advisory Council Chair.

All membership applications will be screened by the Stakeholder Advisory Council Chair for legitimacy and potential value to the Alliance. The Stakeholder Advisory Council reserves the right to refuse membership. The Stakeholder Advisory Council reserves the right to cancel membership and exclude a company or organization, and its employees, from participation in any committees or subcommittees immediately and indefinitely upon discovery of information about the company or organization that instills reasonable doubt about the company's or organization's legitimacy, value, or intent, whether by direct relation to or by an affiliate company or organization.

NOTE: Admission to membership does not guarantee membership in any or all the Alliance Committees or Subcommittees.

SECTION 15.4 FEES AND DUES

Any fees and dues payable to the Alliance by each class of Member Company/Organization shall be established and may be adjusted by the Executive Board. Initial dues shall be due and payable upon the Member's execution of the Membership Agreement and approval by the Board. Thereafter, annual dues shall be due and payable as specified in the "Schedule of Fees and Dues." If any Member is ninety (90) days delinquent in the payment of dues, such Member's rights shall be deemed suspended upon written notice from the ISTO until all delinquent dues are paid.

SECTION 15.5 NUMBER OF MEMBERS

There is no limit on the number of Members the Alliance may admit.

SECTION 15.6 MEMBERSHIP ROLL

The ISTO shall keep a membership log containing the name and address (including electronic mail addresses) of each Member Company/Organization, the date upon which the applicant became a Member, and the name of one (1) individual from each Member Company/Organization who shall serve as a primary contact for the ISTO and the Alliance, receive all correspondence and information, and vote on all issues as necessary**.** Termination of the membership of any Member shall also be recorded, including the date of termination of such membership. Company/Organization Membership in the Alliance is a matter of public record; however, membership lists will not be sold or otherwise made available to third parties, unless required by law.

SECTION 15.7 NONLIABILITY OF MEMBERS

No Member of this Alliance shall be individually liable for the debts, liabilities, or obligations of the Alliance.

SECTION 15.8 NONTRANSFERABILITY OF MEMBERSHIPS

A Member may not transfer, assign, or sublicense any of its rights or obligations under these Bylaws or the Membership Agreement without the prior written approval of the Alliance Stakeholder Advisory Council, unless otherwise permitted in the Membership Agreement. A third party may not assume any of a Member's rights or obligations under these Bylaws or the Membership Agreement, without the written consent of the Alliance Stakeholder Advisory Council. Any attempted transfer by a Member in violation of this Section shall be null and void.

SECTION 15.9 TERMINATION OF MEMBERSHIP

The membership of a Member shall terminate upon the occurrence of any of the following events:

a) upon a failure to initiate or renew membership by paying dues on or before their due date, such termination to be effective thirty (30) days after a written notification of delinquency is provided by ISTO. A Member may avoid such termination by paying the amount of delinquent dues within the thirty (30) day period following the Member's receipt of the written notification of delinquency

b) upon written notice of withdrawal from the Member

c) by the Stakeholder Advisory Council after affording the Member in question the right to be heard on the issue, that the Member has violated the policies, procedures, or duties of Membership herein or the terms of the Membership Agreement

d) upon a Member's dissolution.

Except as provided in the Membership Agreement, all rights of a Member in the Alliance shall cease on termination of membership as herein provided. A Member terminated from the Alliance shall not receive any refund of dues already paid for the current dues period.

ARTICLE 16
MEETINGS OF MEMBERS

SECTION 16.1 PLACE OF MEETINGS

The place, time, and frequency of the Alliance meetings shall be determined by the Stakeholder Advisory Council. The place, time, and frequency of the Committee or Subcommittee meetings shall be determined by the Committee/Subcommittee Chair.

SECTION 16.2 NOTICE OF MEETINGS

Unless otherwise provided by the Bylaws, or provisions of law, notice stating the place, date and time of the Alliance meeting shall be provided not less than thirty (30) days in advance for Regular Alliance Meetings and not less than fourteen (14) days in advance for Special Alliance Meetings.

The primary method of notice shall be via electronic mail to the Member Organizations at the electronic mail address as it appears in the records of the Alliance.

SECTION 16.3 MEMBER ACTION

Member actions and decisions shall be advisory in nature and shall not be binding upon the Stakeholder Advisory Council or the Executive Board. Each Member shall have one (1) vote on each matter submitted to a vote by the Members.

SECTION 16.4 MEMBER ACTION AT MEETINGS

Voting at meetings shall be by a show of hands if held in person, or by voice ballot if held by audio, videoconferencing or teleconferencing, or by electronic ballot, unless otherwise required. Results of all Alliance or Committee/Subcommittee voting shall be distributed to all Alliance or Committee/Subcommittee Members by the designated Committee/Subcommittee Manager within thirty (30) days of each ballot.

SECTION 16.5 RULES OF ENGAGEMENT

Meetings shall be governed by Board-approved procedures, insofar as such rules are not inconsistent with these Bylaws or provisions of law.

SECTION 16.5.1 OPERATING RULES

a) Committee/Subcommittee meetings shall be led and moderated by the Committee/Subcommittee Chair
b) Participants shall be assigned a number by the Committee/Subcommittee Manager based roughly on the order of arrival to the meeting
c) Discussion will be round robin in numerical order as assigned for each meeting
d) Each participant shall have an opportunity to voice their perspectives and/or recommendations
e) Recommendations shall be objective and supported by data, analysis, credible references, and/or the participant's corporate tribal knowledge
f) Each participant shall not speak for more than 3 minutes at a time. The participant shall make arrangements with the Committee/Subcommittee Chair for a larger allocation of time for lengthy data or analyses.
g) The Committee/Subcommittee Chair or Manager may use a timer to enforce this rule.
h) Each participant has the responsibility to ensure that their recommendations represent their company's position rather than their personal opinion
i) Participants shall not interrupt other participants
j) Participants shall follow their corporate policies for ethical and professional conduct

SECTION 16.5.2 VIOLATIONS OF OPERATING RULES

a) Three (3) violations of the Operating Rules by any participant shall result in removal from participation in all subsequent Committee/Subcommittee discussions
b) Any participant removed from Committee/Subcommittee discussions may appeal in writing to the Alliance Stakeholder Advisory Council for reinstatement
c) Participants removed from Committees/Subcommittees shall not resume participation until or if their appeal is formally resolved in their favor, and the resolution along with any probationary conditions has been documented in writing and approved by the Alliance Stakeholder Advisory Council
d) The Committee/Subcommittee Manager shall maintain a list of participants removed from Committee/Subcommittee discussions

e) The Committee/Subcommittee Manager shall log the participant's appeal and the Stakeholder Advisory Council's decision
f) The Committee/Subcommittee Manager shall archive all documented appeals and associated resolutions

SECTION 16.5.3 ACTION ITEMS

a) Participants who accept action items shall provide an estimated closure date
b) Participants who have action items shall close them by their estimated closure date or provide a new closure date
c) Action items not closed by the second estimated closure date shall be cancelled or reassigned

Bylaws Revision History

Date	Version	Revision	Author
	1.0	First approved version	IEEE-ISTO
	2.0	Second approved version incorporating modifications made to the Standards Development Process	IEEE-ISTO
	3.0	Update Membership Criteria/Board Configuration	IEEE-ISTO
	4.0	Incorporates changes requested by NASA and NRO; and minor changes in the SSC workflow	SSC
12/13/2023	4.1	Incorporates clarifications in the Stakeholder Advisory Council and Committee/Subcommittee Chair roles, and additional or modified definitions for accuracy and consistency within the document	SSC
1/8/2024	4.2	Minor clarification added in Section 7.2	SSC
1/16/2024	4.3	Added clause for “Abstain” votes if votes are not submitted within two weeks.	SSC
7/29/2025	4.4	Changes reflecting ISTO name change from IEEE-ISTO to ISTO, Inc. and change of address for virtual office. Added Article 5 “Alliance Governance” to include a requirement for Alliance participants to be responsible for following the export and import regulations of their country of citizenship. Added Section 6.2.1 “Executive Board Advisors” defining their role and responsibilities. Added rules regarding peer review of the Alliance products were also added in Section 9.4(b)a.	ISTO
9/23/2026	4.5	Clarified the requirements for the Executive Board meetings in Section 6.5	SSC

		Clarified the Stakeholder Advisory Council meetings in Section 7.6 Established U.S. English as the official language of Committee meetings. Added the requirement for committee participants to be conversant U.S. English in Section 9.2 Added the requirement for clear and unambiguous requirement specifications in U.S. English. Established U.S. English as the official language of all Alliance publications, in Section 9.5 Included the requirement to specify values in Imperial Units and the International System of Units in all publications, in Section 9.5 Broadened the last sentence of Section 9.5 to allow maintenance or reference to an Alliance numeric designation.	