



**Systems Space Command (SSC)  
Modular Open Systems Approach  
(MOSA) Interface Standards Alliance**

## **Bylaws v1.1**

9/7/2022

An unincorporated Association operating  
as a Program of  
the IEEE Industry Standards and Technology Organization (“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 Contributor organization, pursuant to the terms specified in these Bylaws.

**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 the general agreement among the Members, each of which exercises some discretion in decision-making and follow-up action.

**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 released by the alliance.

**Enterprise** refers to the collective organizations, assets, processes, activities, and resources of the Space Systems Command.

**Member** means a general reference to all entities who have qualified for such classifications pursuant to the relevant provision of ARTICLE 14 and ARTICLE 16 of these Bylaws.

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

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

**Organization** means an Alliance participating company.

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

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

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**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 Organization) 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 Contributor 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.

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

## **ARTICLE 2 OFFICES**

### **SECTION 2.1 PRINCIPAL OFFICE**

A principal office of the Organization will be created to perform administrative and operational functions for the Organization. This office will be located at 445 Hoes Lane Piscataway, NJ 08855.

### **SECTION 2.2 CHANGE OF ADDRESS**

The location of the Organization'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 Organization 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 Space Systems Command Modular Open System Approach (MOSA) Interface Standards Alliance, alias Space Systems MOSA Interface Standards Alliance (hereinafter, “the Alliance”) was initiated for the purpose of developing standards to facilitate and enforce 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 USC 2446a (renumbered 10 USC 4401), 10 USC 2446b and c.

### **SECTION 3.2 DURATION**

The duration of the Organization 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/Subcommittee Chair, Committee/Subcommittee Scribe and Committee/Subcommittee members.

## **ARTICLE 4 ANTITRUST GUIDELINES**

### **SECTION 4.1 COMPLIANCE WITH ANTITRUST LAWS**

The Organization 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 Organization 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 Organization to be guided by this policy of strict compliance with the antitrust laws in all of the Organization's activities. It shall be the responsibility of the Organization’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.

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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 Organization, 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 Organization and removal from any office held by an official representative.

**ARTICLE 5  
EXECUTIVE BOARD**

**SECTION 5.1 EXECUTIVE BOARD MEMBERS**

The Executive Board shall consist of leadership representatives from each major Office in the Space Systems Command (SSC), and additional Government agency representatives at the discretion of and by invitation from the Alliance Officers.

It shall be the duty of the Board to:

- a) Review and approve the Alliance roadmap;
- b) Oversee the status of the Standards development Committees and subcommittees;
- c) Make recommendations for changes to the objectives for each Standard, if needed;
- d) Determine whether the objective for the Standards being developed by each committee have been met; and
- e) Approve the release of all Standards based on full achievement of the stated objectives of the Standard.

**SECTION 5.2 EXECUTIVE BOARD ACTION**

The Board shall seek to make decisions by Consensus. When Consensus cannot be reached in a timely manner, the Board shall make decisions by voting in which the majority rules.

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 5.3 COMPENSATION**

The Executive Board shall serve without compensation by the Organization.

### **SECTION 5.4 MEETINGS**

The Board will hold meetings at least four (4) times per fiscal year.

## **ARTICLE 6 STAKEHOLDER ADVISORY COUNCIL**

### **SECTION 6.1 STAKEHOLDER ADVISORY COUNCIL**

The SSC MOSA Interface Specs & Standards Lead shall chair the Stakeholder Advisory Council. Additional membership will be at the discretion of and by invitation from the SSC MOSA Interface Specs & Standards Lead.

### **SECTION 6.2 DUTIES OF THE STAKEHOLDER ADVISORY COUNCIL**

The Stakeholder Advisory Council shall:

- a) Screen all membership applications
- b) Periodically assess on-going value of the member companies or organizations
- c) determine what Standards development Committees and Subcommittees will be instantiated within the Alliance based on:
  - a. recommendations from the Executive Board;
  - b. recommendations from the Alliance;
  - c. technical merit of the proposal;
  - d. satisfaction of established entry criteria;
- d) Establish the objectives of each Standards development Committee/Subcommittee;
- e) determine allowable composition and security level of Committee or Subcommittee membership;
- f) approve Committee or Subcommittee membership;
- g) include selected Government technical advisors with specific technical expertise in Committee/Subcommittee meetings to better inform discussions, as deemed necessary or appropriate;
- h) develop and enforce rules of engagement for each Committee or Subcommittee;
- i) evaluate each Committee's or Subcommittee's development progress in accordance with the Committee/Subcommittee objectives;

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- j) appoint or remove Chairpersons of Committees or Subcommittees;
- k) remove member organizations from the Alliance that are deemed to be unsuitable, without the need to provide a reason; and
- l) determine whether or when Standards are ready to be submitted for approval by the Executive Board based on satisfaction of established exit criteria

**SECTION 6.3 COMPENSATION**

The Stakeholder Advisory Council shall serve without compensation by the Organization.

**SECTION 6.4 DUTIES OF TREASURER**

The Stakeholder Advisory Council may appoint ISTO, or an accounting services firm, to assist the Treasurer in performing the Treasurer's duties and to perform such other duties as the Treasurer may delegate.

The Treasurer shall:

- a) have charge and custody of, and be responsible for, all funds and securities of the Organization, and deposit all such funds in the name of the Organization in such banks, trust companies, or other depositories as shall be selected by the Board;
- b) receive, and give receipt for, monies due and payable to the Organization from any source whatsoever;
- c) disburse or cause to be disbursed, the funds of the Organization as may be directed by the Board, taking proper vouchers for such disbursements;
- d) keep and maintain adequate and correct accounts of the Organization's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains and losses;
- e) respond appropriately to requests for copies of the books of account and financial records by any Director of the Organization, or to his or her agent or attorney;
- f) render to the Directors, whenever requested, an account of any or all of his or her transactions as Treasurer and of the financial condition of the Organization;
- g) prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports;

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- h) ensure that a financial audit of the Organization is performed annually, either as part of the overall ISTO audit or as a separate audit, maintain the records of such audits, and provide the results of the audit to the Board ; and
- i) perform all duties incident to the office of Treasurer and such other duties as may be required by law, or by these Bylaws, or which may be assigned to him or her by the Board.

**SECTION 6.5 NONLIABILITY OF OFFICERS**

Officers shall not be personally liable for the debts, liabilities, or other obligations of the Organization.

**ARTICLE 7  
USE OF NAME**

**SECTION 7.1 NAME**

Space Systems Command Modular Open System Approach (MOSA) Interface Standards Alliance and its alias Space Systems MOSA Interface Standards Alliance is the selected name of this Organization. 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 7.2 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 Organization website and (2) assign it to the Organization upon request of the Board.

**SECTION 7.3 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 7.4 REQUIRED USE OF THE NAME**

The Members agree that when they refer to any Organization specifications or services, they will use the selected name or some other means to accurately describe the Organization 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 7.5 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 Organization 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 8 COMMITTEES and SUBCOMMITTEES**

#### **SECTION 8.1 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 Executive Board may terminate Committees or Subcommittees based on performance in meeting the prescribed objectives.

#### **SECTION 8.2 COMMITTEE/SUBCOMMITTEE MEMBERS**

Committee/Subcommittee Member Organizations shall:

- a) be employees of Contributor organizations in good standing;
- b) provide Committee/Subcommittee participants with the appropriate technical skill set for the Standard(s) under development; and
- c) be entitled to one (1) vote on each portion of the Standard under development or update.

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.

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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 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 8.3 COMMITTEE/SUBCOMMITTEE ROLES AND RESPONSIBILITIES**

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

The Committee/Subcommittee Chair shall:

- a) be designated by the Stakeholder Advisory Council;
- b) lead and moderate all Committee/Subcommittee meetings;
- c) apply and enforce the Alliance rules of engagement;
- d) ensure all Members have an opportunity to express their perspective and recommendations;
- e) ensure any recommendations include relevant technical rationale;
- f) make a good faith effort to achieve Consensus;
- g) remove participants who are not able to contribute at the technical level needed; and
- h) select the Committee/Subcommittee Scribe.

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 Scribe 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;

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- i) ensure each Committee/Subcommittee Member Organization submits only one vote; and
- 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 Scribe is not available to support a scheduled meeting, the Committee/Subcommittee Scribe 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

**SECTION 8.4 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;

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3. all MOSA Interface Standards shall be implementable within one (1) year of its release
    - a. TRL of specified parts shall be 8 or higher, no later than date of release for the Standard;
  4. sole source technologies shall not be specified in a Standard
    - a. 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
  5. 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 IEEE-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. 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 8.5 HANDLING AND PUBLICATION OF COMMITTEE OR SUBCOMMITTEE MATERIALS**

All written materials approved and accepted by the Executive Board, shall have a cover page with a 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.

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. All intellectual property shall be handled as Confidential information and/or at the appropriate level of security classification.

**ARTICLE 9  
EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS**

**SECTION 9.1 EXECUTION OF INSTRUMENTS**

The Board, except as otherwise provided in these Bylaws, may authorize the ISTO as agent of the Organization 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 Organization. Unless so authorized, no officer, agent, or employee shall have any power or authority to bind the Organization by any contract or engagement, pledge its credit, or render it monetarily liable for any purpose or in any amount.

**SECTION 9.2 CHECKS AND NOTES**

Except as otherwise specifically determined by resolution of the Board or required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the Organization 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 Chairman, Treasurer or Executive Director. 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 Board.



### **SECTION 9.3 DEPOSITS**

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

## **ARTICLE 10 RECORDS AND REPORTS**

### **SECTION 10.1 MAINTENANCE OF RECORDS**

The Organization 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 organizations, indicating their company names and business addresses and, if applicable, the class of membership held by each Member organization and the effective date and termination dates, of any membership; and
- d) a current copy of the Organization's Bylaws and Membership Agreement.

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

### **SECTION 10.2 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 Organization, and shall have such other rights to inspect the books, records and properties of this Organization as may be required under the Bylaws and provisions of law.

**SECTION 10.3 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 10.4 PERIODIC REPORT**

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

**ARTICLE 11  
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 12  
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 13  
MEMBERSHIP PROVISIONS**

**SECTION 13.1 DETERMINATION, RIGHTS AND OBLIGATIONS OF MEMBERS**

No Member shall hold more than one (1) membership in the Organization. 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 Board-approved documents in

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accordance with the document distribution statement, and access to the general Member portions of the Organization's web site.

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

**SECTION 13.2 QUALIFICATIONS FOR MEMBERSHIP**

The qualifications for membership in this Organization are as follows:

Any Person supportive of the Organization's purposes and not otherwise prohibited by treaty, law or regulation from abiding by the terms of these Bylaws, and who meets the membership criteria and pays the required fees as set forth in the "Schedule of Fees and Dues" applicable to its membership classification.

**SECTION 13.3 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 Board of Directors.

All membership applications will be screened by the Stakeholder Advisory Council for legitimacy and potential value to the Alliance. The Stakeholder Advisory Council reserves the right to refuse membership for no specified reason. 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. Membership in the Alliance Committees and Subcommittees are at the discretion of the Stakeholder Advisory Council in accordance with Sections 6.2 and 8.2.

**SECTION 13.4 FEES AND DUES**

Any fees and dues payable to the Organization by each class of Members shall be established and may be adjusted by the Board. Initial dues shall be due and payable upon the Member's execution of the Membership Agreement and approval by the

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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 Organization until all delinquent dues are paid.

**SECTION 13.5 NUMBER OF MEMBERS**

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

**SECTION 13.6 MEMBERSHIP ROLL**

The Organization shall keep a membership log containing the name and address, including electronic mail addresses, of each Member, the date upon which the applicant became a Member, and the name of one (1) individual from each Member organization who shall serve as a primary contact for the Organization, 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. Membership in the Organization 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 13.7 NONLIABILITY OF MEMBERS**

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

**SECTION 13.8 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 incident to a Change of Control, 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 13.9 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

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- due date, such termination to be effective thirty (30) days after a written notification of delinquency is provided by the Secretary or Executive Director of the Organization. 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; or
  - d) upon a Member's dissolution.

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

**ARTICLE 14  
MEETINGS OF MEMBERS**

**SECTION 14.1 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/Subcommittee meetings shall be determined by the Committee/Subcommittee Chair.

**SECTION 14.2 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 Alliance Member Organizations at the electronic mail address as it appears in the records of the Alliance.

### **SECTION 14.3 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 14.4 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 Scribe within thirty (30) days of each ballot.

### **SECTION 14.5 CONDUCT OF MEETINGS**

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

1. Committee/Subcommittee Discussions
  - 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 Scribe 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.
    - 1.f.1. The Committee/Subcommittee Chair or Scribe may use a timer to enforce this rule.
  - g) Each participant has the responsibility to ensure that their recommendations represent their company's position rather than their personal opinion
  - h) Participants shall not interrupt other participants
  - i) Participants shall follow their corporate policies for ethical and professional conduct
2. Violations of Operating Rules

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- 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 Scribe shall maintain a list of participants removed from Committee/Subcommittee discussions
  - e) The Committee/Subcommittee Scribe shall log the participant's appeal and the Stakeholder Advisory Council's decision
  - f) The Committee/Subcommittee scribe shall archive all documented appeals and associated resolutions
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