



Conflict of Interest Policy

Purpose

This Conflict of Interest Policy (the “Policy”) is adopted by the Board of Directors (the “Board”) of Digital Trust and Safety Leadership Council Foundation, d/b/a Digital Trust & Safety Partnership (the “Partnership”) to protect the interests of the Partnership when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer, member of the Board, or any other member of a committee with powers delegated by the Board (each individually referred to below as an “Organizational Representative”), or which might result in a possible excess benefit transaction. The purpose of this Policy is to educate Organizational Representatives on what constitutes a conflict of interest, to assist the Organizational Representatives in identifying and disclosing actual and potential conflicts of interest, and to help ensure the avoidance of conflicts of interest wherever possible. This Policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and tax-exempt foundations. In the event that there is an inconsistency between the requirements and procedures prescribed in this Policy and those existing under applicable state and federal laws, such state and federal laws shall prevail.

Article I

Definitions

1. **“Family Member”** means a person’s spouse, child (natural or adopted) or step-child, parent or step-parent, in-law (father, mother, brother or sister in-law), grandchild, grandparent, brother, sister or half/step brother or sister, and any person with whom such person or such person’s Family Member shares living quarters under circumstances that closely resemble a marital relationship or who is financially dependent on such person.
2. **“Interested Person”** means any Organizational Representative who has a direct or indirect Financial Interest, as defined below.
3. **“Financial Interest.”** A person has a “financial interest” if the person has, directly or indirectly, through business, investment, or a Family Member:
 - a. An ownership or investment interest in any entity with which the Partnership has a transaction or arrangement,
 - b. A compensation arrangement with the Partnership or with any entity or individual with which the Partnership has a transaction or arrangement, or
 - c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Partnership is negotiating a transaction or arrangement.

Notes: The term “compensation” includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A Financial Interest is not necessarily a conflict of interest. Under Article II, Section 2 of this Policy, a person who has a Financial Interest may have a conflict of interest only if the Board or appropriate committee decides that a conflict of interest exists.



Article II

Procedures

1. **Duty to Disclose.** Organizational Representatives have a fiduciary duty and obligation to avoid conflicts of interest and to report and disclose conflicts of interest as provided in this Policy. All conflicts of interest are not necessarily prohibited or harmful to the Partnership, however, full disclosure of all actual and potential conflicts of interest is required. Except in exceptional circumstances, such disclosure must be made in advance of initiating the activity giving rise to the conflict.

In connection with any actual or possible conflict of interest, an Interested Person must disclose the existence of the Financial Interest and be given the opportunity to disclose all material facts to the Directors and members of committees with Board delegated powers considering the proposed transaction or arrangement. For purposes of this Policy, potential conflicts of interest could include the following:

- a. When an Organizational Representative proposes to act on any issue, matter, transaction or arrangement in which the Partnership has an interest and the Organizational Representative may have a direct or indirect Financial Interest that is separate from that of the Partnership.
- b. Situations in which there is an appearance that an Organizational Representative is using inside information that is confidential and proprietary to the Partnership for such Organizational Representative's or such Organizational Representative's Family Member's benefit, is acting in such Organizational Representative's own interests rather than the best interests of the Partnership, has the ability to exercise undue influence over the Partnership's decisions, or is receiving favorable treatment by the Partnership because of his or her status as an Organizational Representative.
- c. An Organizational Representative or his/her agent or close friend or Family Member, or an employer of an Organizational Representative has a Financial Interest in another entity that is a party to a transaction or arrangement with the Partnership.
- d. An Organizational Representative is a director, officer or trustee of another entity that is a party to a transaction or arrangement with the Partnership, and the transaction or arrangement is one that should be considered by the Board.
- e. A transaction or arrangement which presents or which may present a conflict between an Organizational Representative's obligations to the Partnership and the Organizational Representative's personal, business or other interests.
- f. An Organizational Representative or his or her Family Member gives to or accepts from any Partnership member or potential member, or any individual or entity that does or is seeking to do business with the Partnership or is seeking to receive (or has received) a financial commitment from the Partnership, any gifts, entertainment or other favors. This does not include giving or accepting items or services (including entertainment) of nominal or insignificant value that is not related to any particular transaction, arrangement or activity of the Partnership.
- g. Circumstances, conduct, relationships, transactions or arrangements that, if made known to the public, could materially damage the Partnership's reputation or status.



- 2. Determining Whether a Conflict of Interest Exists.** After disclosure of the Financial Interest and all material facts, and after any discussion with the Interested Person, he/she shall leave the Board or applicable committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or committee members shall decide, in accordance with the procedure described below in this Article, if a conflict of interest exists.
- 3. Procedures for Addressing the Conflict of Interest.** Following full disclosure of a possible conflict of interest or any condition listed above, and after determining that a conflict of interest exists, the Board shall vote to authorize or reject the transaction or to take any other action deemed necessary to address the conflict and protect the Partnership's best interests. When handling conflicts of interest, reasonable effort should be made to avoid the conflict. In cases where it is not reasonably possible to avoid a conflict of interest or the appearance of a conflict of interest, reasonable and good faith effort should be made to mitigate the effects of the conflict. The recommended procedure for addressing an actual or potential conflict of interest situation is as follows:

 - a.** An Interested Person may make a presentation at the Board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
 - b.** The chairperson of the Board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
 - c.** After exercising due diligence, the Board or committee shall determine whether the Partnership can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
 - d.** If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board or committee shall determine by a majority vote of the disinterested Directors or members of such committee whether the transaction or arrangement is in the Partnership's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the proposed transaction or arrangement with the Interested Person.
- 4. Violations of the Conflicts of Interest Policy**

 - a.** If the Board or committee has reasonable cause to believe an Interested Person has failed to disclose actual or possible conflicts of interest, it shall inform the Interested Person of the basis for such belief and afford the Interested Person an opportunity to explain the alleged failure to disclose.
 - b.** If, after hearing the Interested Person's response and after making further investigation as warranted by the circumstances, the Board or committee determines the Interested Person has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.



Article III

Records of Proceedings

The minutes of the Board and all committees with Board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a Financial Interest in connection with an actual or possible conflict of interest, the nature of the Financial Interest, any action taken to determine whether a conflict of interest was present, and the Board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, a summary of the content of the discussion, including a summary of any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Article IV

Compensation

- a. A Director who receives compensation, directly or indirectly, from the Partnership for services is precluded from voting on matters pertaining to that Director's compensation.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Partnership for services is precluded from voting on matters pertaining to that member's compensation.
- c. No Director or member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Partnership, either individually or collectively, is prohibited from providing information to any such committee regarding compensation.

Annual Statements

Each Organizational Representative shall annually sign an Affirmation of Conflict of Interest Policy and Disclosure Form in the form attached to this Policy (the "Annual Affirmation and Disclosure Form"), which affirms that such person:

- a. Has received a copy of the Policy,
- b. Has read and understands the Policy,
- c. Has agreed to comply with the Policy,
- d. Understands the Partnership is tax-exempt and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes, and
- e. Describes any relationships which could contribute to or constitute a conflict of interest.

All completed Affirmation and Disclosure Forms provided by Organizational Representatives shall be provided to and reviewed by the Board, and, if appropriate, shall be reviewed by the Board in consultation with legal counsel.



Article VI

Periodic Reviews

To ensure that the Partnership operates in a manner consistent with tax-exempt purposes and does not engage in activities that could jeopardize its tax-exempt status, reviews shall be conducted at such intervals as circumstances indicate are advisable. Such reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with managing Association, conform to the Partnership's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further the Partnership's tax-exempt purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Article VII

Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, the Partnership may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility for ensuring that periodic reviews are conducted.



Affirmation of Conflict of Interest Policy and Disclosure Form

(to be signed annually by each member of the Board of Directors)

In connection with the Conflict of Interest Policy (the "Policy") of the Digital Trust and Safety Leadership Council Foundation d/b/a Digital Trust & Safety Partnership (the "Partnership"), I, the undersigned member of the Board of Directors of the Partnership hereby acknowledge that I:

- (a) have received a copy of the Policy,
- (b) have read and understand the Policy,
- (c) agree to comply with the Policy, and
- (d) understand the Partnership is tax-exempt and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

In addition, described below are all relationships, positions or circumstances in which I am involved that I believe could contribute to or constitute a conflict of interest as described in the Policy.

Instructions: Among other things, please list for you and your Family Members all public or private boards, commissions or foundations on which you or a Family Member sits, employers or material consultancies, and affiliations with any member or major supplier/vendor (if known) of the Partnership.

If at any time following the submission of this form I become aware of any other relationships, positions or circumstances that could contribute to or potentially constitute a conflict of interest, or if the information provided above becomes inaccurate or incomplete, I will promptly notify the Partnership in writing.

By (signature):

Name (please print):



Intellectual Property Rights Policy

1. Purpose and Scope

The Digital Trust and Safety Leadership Council Foundation, d/b/a Digital Trust & Safety Partnership (the “Partnership”) has adopted this Intellectual Property Rights Policy (the “Policy”) in order to minimize the possibility of inadvertent infringement of the copyrights or trademarks of Members and third parties using or implementing any Partnership Work Product. The Partnership does not intend to create any Work Product that might infringe the patent rights of any Member or third party. In the event that this intention changes, this Policy will be amended appropriately.

2. Applicability

All Members, all representatives of Members, and all third parties participating in any Partnership Working Group, or otherwise making a Submission.

3. Definitions

Member:	A Partnership member of any class.
Submission:	A copyrightable work submitted to the Partnership with the intention that it become, or be incorporated into, a Work Product.
Submitter:	A Member, non-Member, or individual making a Submission.
Working Group:	A committee or other group created by the Partnership that principally or incidentally creates copyrightable work(s).
Work Product:	Any deliverable created by the Partnership, which may incorporate Submissions, and/or other material not created by the Partnership employees or by third parties under contract for the Partnership.

4. Copyrights

The copyright in all Work Products shall be owned by the Partnership. Each Submitter shall retain copyright ownership of its original work, while at the same time granting the Partnership a non-exclusive, irrevocable, worldwide, perpetual, transferrable, royalty-free license under the Submitter’s copyrights in its Submission to reproduce, distribute, publish, display, perform, and create derivative works of the Submission based on that original work for any purpose, and under the Partnership’s own copyright.



5. Trade Secrets

Members and other participants in any Working Group or other the Partnership activity will not be expected to reveal trade secret information in the course of such participation, nor will they be asked by the Partnership to sign non-disclosure agreements. The Partnership will not be held responsible for the disclosure of any Member's or non-Member's trade secrets, regardless of the circumstances.

6. Trademarks

Trademarks created by the Partnership, registered or otherwise, are the property of the Partnership. Use of the Partnership trademarks shall be governed by such policies, procedures and guidelines as may be established and approved by the Partnership from time to time, and by applicable law.

The Partnership's use of Member and third-party trademarks, registered or otherwise, shall be governed by the Partnership By-laws, by such policies, procedures and guidelines as may be established and approved by the owners of such trademarks, and by applicable law.



Antitrust Compliance Policy and Checklist

The following summary and checklist outlines several basic antitrust principles that the members, directors and staff of the Digital Trust and Safety Leadership Council Foundation, d/b/a Digital Trust & Safety Partnership (“Partnership”) should bear in mind in connection with Partnership-sponsored meetings, activities and social gatherings. Additionally, we strongly encourage you to forward all specific questions relating to antitrust compliance not addressed in the Antitrust Compliance Policy to the legal counsel who has responsibility for and expertise in considering the antitrust implications of your business activities.

Meetings and other activities of the Partnership necessarily involve participation by industry competitors, and it is the express policy of the Partnership to require that all of its activities be conducted strictly in accordance with applicable antitrust laws. It is therefore extremely important that Partnership members and any non-members that may be invited to participate in Partnership activities be aware of and not participate in any activities that are prohibited under applicable U.S. state, federal or foreign antitrust laws. The following is a non-exclusive conduct checklist to assist in compliance with this Policy:

1. Always conduct relations with competitors as if they were in the public view and avoid even the appearance of impropriety.
 2. Do not meet actual or potential competitors in connection with Partnership matters without Partnership staff or counsel present.
 3. Do not discuss (even in jest), exchange information regarding or agree upon (even verbally, informally or impliedly) any of the following, with any actual or potential competitor, while at any Partnership meeting, Partnership social gathering incident, or otherwise:
 - a. Individual company or industry pricing information or policies, including without limitation, actual or anticipated prices, price changes, price differentials, price formulas, mark-ups, discounts, warranties, allowances, credit terms, costs, sales, profits, margins, or the like.
 - b. Individual company market shares for any product or for all products.
 - c. Individual company bids or intentions to bid for particular products, procedures for responding to bid invitations or specific contractual arrangements.
 - d. Individual company current or projected costs of product procurement, development or manufacture.
 - e. Individual company product design, characteristics, production, capacity, supply or distribution.
 - f. Individual company marketing plans, strategies and market division, including without limitation, plans regarding geographic territories, demographic groups, individual customers
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to be targeted or ignored, or planned introduction dates of particular products, technologies, or services.

- g.** Changes in industry production, capacity or inventories.
 - h.** Decreasing or eliminating competition by any means, including without limitation, engaging in boycotts, “cornering” the market, excluding any person or entity from a given market or from competition, influencing the business conduct of other firms toward any third person or entity (including actual and potential suppliers, resellers or customers), or encouraging or forcing others to modify business relationship with third parties.
- 4.** Consider providing your counsel with a copy of all meeting materials, including meeting agendas, a description of substantive comments that you plan to make (if available) and materials to be distributed and before meetings take place for review. If requested, provide such materials to the Partnership for review by its legal counsel.
 - 5.** If you are part of a meeting or discussion that appears to run afoul of these principles, point that fact out to those in attendance and ask that the topic be changed. If this does not happen, excuse yourself and immediately bring the situation to the attention of a Partnership staff person.
 - 6.** If you are in charge of a Partnership meeting, bring a copy of this checklist with and, if necessary, distribute it to all those in attendance and ask that they review it.
 - 7.** Promptly prepare and distribute meeting minutes following each meeting so that counsel and the other members present at the meeting may provide comments and ensure that the minutes are accurate and complete. For Board meetings, and when in doubt at other meetings, provide minutes to legal counsel for review before they are distributed to others for comment.
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Digital Trust & Safety Partnership

Committee and Work Group Governance Policy

1. Purpose

The Digital Trust & Safety Partnership (“DTSP”) has adopted this Committee and Work Group Governance Policy (“the Policy”) to govern the establishment and operation of all Committees of the Members and any Sub-Groups thereof (hereafter “Work Groups”). This Policy is expressly subject to the terms of the DTSP IPR Policy and Bylaws. Any conflicts between this policy and either the IPR Policy or Bylaws shall be resolved in accordance with the provisions of the IPR Policy or Bylaws, as applicable.

2. Defined Terms

Defined Terms: For purposes of this Policy, the following terms shall have the meanings set forth below:

- 2.1. BoD means the DTSP Board of Directors.
- 2.2. Bylaws means the most current Bylaws of the Digital Trust & Safety Leadership Council Foundation (d/b/a Digital Trust & Safety Partnership).
- 2.3. Scope of Work means a BoD-approved document establishing and describing the purpose, scope, deliverables duration, and other important details of a Work Group.
- 2.4. Employee means any person whose actions are under the control and responsibility of a Member Company, including full-time, part-time and/or contract individuals.
- 2.5. Meeting means a meeting of a Work Group (or Sub-group thereof) held face-to-face and/or by teleconference, video conference or other communications equipment by means of which all persons participating in a meeting can hear each other. Multiple sessions of a Work Group at a single face-to-face meeting count as a single meeting.
- 2.6. Member Company or Member Companies means only the current Members of DTSP as established in Article II of the Bylaws, who have the right to participate in Work Groups pursuant to the Bylaws.

- 2.7. Participant means any Member Company that enrolls to take part in a Work Group that has not withdrawn from such Work Group by contacting the DTSP Executive Director or their designee via email.
- 2.8. Work Group means a formally chartered DTSP Committee of the Members or Sub-Group thereof, that is intended to produce Work Product.
- 2.9. Work Group Representative means an Employee who participates in the activities of a Work Group on behalf of a Participant in such Work Group, as more fully described in Section 6 of this Work Group Policy.
- 2.10. Work Group Policy or Policy means this policy as amended from time to time or at any time by the BoD.
- 2.11. IPR Policy means the DTSP Intellectual Property Rights Policy, as from time to time amended.
- 2.13. Super Majority means not less than two-thirds of the voting group in question when a Quorum (as defined in 7.4.1.1) is present.
- 2.14. Hyper Majority means not less than 80% of the voting group in question when a Quorum (as defined in 7.4.1.1) is present.

Any terms not specifically defined herein shall have the meaning ascribed to them in the Bylaws or IPR Policy.

3. Establishment of Work Groups

- 3.1. Pursuant to DTSP By-Law 5.5, a Member Company may propose to the BoD or the BoD may propose the establishment of a Work Group.
- 3.2. The DTSP Board passed by a resolution by supermajority as of January 17, 2023, which provides the following additional requirements regarding the establishment of Work Groups:
 - 3.2.1. To facilitate the pursuit of mission-related activities, the Board of Directors may authorize new Member Committees to pursue work relevant to the DTSP mission that is supported by a consultant, contractor, or other retainer reporting to the Executive Director, provided that:
 - 3.2.1.1. Such authorization will require a Super Majority Vote consistent with Bylaw 4.10(b)(xi), and the work product of such Consultant-Supported Committees will require approval by a majority of the Board of Directors.
 - 3.2.1.2. All costs of contracting or retaining said consultant, contractor, or retainer will be shared equally by those Participants choosing to participate in a given Consultant-Supported Committee. Contributions must be made in advance, on a semi-annual or annual basis.

3.3. Work Group Establishment Procedure

3.3.1. A Member Company may propose to the BoD or the BoD may propose the establishment of a Work Group. A Member Company proposal shall include:

3.3.1.1. A proposed Scope of Work; and

3.3.1.2. The names of not fewer than three Member Companies that initially desire to be Participants in such Work Group.

3.3.2. Work Groups are established by the BoD. At the time of establishment, the BoD will specify in the Scope of Work the duration of the Work Group as:

3.3.2.1. Permanent;

3.3.2.2. For the duration of the task;

3.3.2.3. For a specified time span; or

3.3.2.4. Until the deliverable created by the Work Group is retired.

If the BoD does not specify termination criteria, the Work Group duration shall be permanent.

3.3.3. The BoD establishes a Work Group by approving its Charter.

3.3.4. The BoD has the right to change the duration of, terminate, or dissolve a Work Group at any time upon a Super Majority vote of the BoD.

3.4. Sub-groups

A Work Group may establish or de-establish a sub-group as needed, by a simple majority vote (each such sub-group so established, a "Sub-group"). A Sub-group inherits the operating rules of its parent Work Group with the following exceptions:

The Co-Chairs of a Sub-group shall be approved by its Parent Work Group;

The deliverables of the Sub-group shall be delivered to the Parent Work Group for vote on whether to recommend the deliverables to the BoD for approval;

Sub-groups cannot create Sub-groups.

3.5. Requests for Altered Charter

Once established, a Work Group, but not a Sub-group, may petition the BoD to alter its Charter if it reasonably believes such a change is necessary. To be submitted to the BoD, such a petition requires a Hyper Majority vote of the Work Group.

4. **Member Roles and Responsibilities**

4.1. Member Committees shall operate in accordance with the Section 5.5 of the DTSP By-Laws.

4.2. Consistent with Section 2.2 of the DTSP By-Laws, each class of membership shall be entitled to participate in each Member Committee, or any Sub-Group thereof, as follows:

- each Strategic Member, while in good standing, shall be entitled to appoint one voting representative, on a one vote per Member basis, to each Member Committee, and shall further be entitled to nominate its representative to serve as a Co-Chair;
- each General Member, while in good standing, shall be entitled to appoint one voting representative, on a one vote per Member basis, to each Member Committee; and
- each Associate Member, while in good standing, shall be entitled to appoint one non-voting representative each Member Committee.

5. Co-Chairs

- 5.1. DTSP will aim to have co-Chairs for Member Committees to share responsibility and accountability for the work of the partnership and ensure that Member perspectives are well-represented in all Member Committee activities.
- 5.2. Co-Chairs will rotate on a staggered basis to ensure that leadership and responsibilities are shared across the membership, while also maintaining continuity of institutional memory;
- 5.3. DTSP will endeavor to have diverse Member perspectives represented as co-Chairs. In particular, we will strive to have one company that is undertaking Level 1 or Level 2 assessments and one company that is undertaking Level 3 assessments as co-chairs going forward, while recognizing that this will depend on the ability of Members to dedicate time and resources to these responsibilities;

The terms of office for co-Chairs will be agreed by the Member Committee and will take into account key milestones and deliverables.

6. Work Group Policies and Rules

6.1. Work Group Membership

6.1.1. Any Employee of a Participant may participate in a Work Group as a Work Group Representative of that Participant. Only an Employee of a Participant may be a Work Group Representative. Any such Employee may join a Work Group as a Work Group Representative by contacting the DTSP Executive Director or their designee to request to join.

6.1.2. The BoD may, from time to time, amend the minimum standards for participation in Work Groups.

6.2. Work Group Size

6.2.1. No limit shall be set on the maximum number of Participants participating in a Work Group.

6.2.2. Unless otherwise established in its Scope of Work, a Work Group shall consist of [3] or more Participants with voting rights.

6.2.3. Number of Work Group Representatives per Participant.

6.2.3.1. Each Participant shall designate at least one Work Group Representative to participate in a Work Group. A Participant that is a Voting Member may designate more than one such Representative but shall have only one vote in each Work Group in which it is a Participant, regardless of the number of representatives it may designate.

6.2.3.2. The Work Group Co-Chairs may reasonably restrict the total number of Work Group Representatives per Participant for logistical reasons, for example, to manage the number of telephone bridge ports or attendance at face-to-face Meetings.

6.3. Disqualification of a Member Company as a Participant in a Work Group

6.3.1. The BoD may remove a Participant from a Work Group, at any time, on a reasonable and non-discriminatory basis, for the following reasons (any one of which shall be deemed reasonable and sufficient):

6.3.1.1. Disruptive behavior.

6.3.1.2. Engaging in illegal activity.

6.3.1.3. Violating the DTSP Antitrust Policy.

6.3.1.4. Engaging in activities damaging to the reputation of DTSP

6.3.1.5. Other reasons not stated above that damage the Work of the DTSP, its Work Groups or its standing in the industry.

6.3.2. Failure to be or remain in "good standing" (as defined in the Bylaws) shall immediately and automatically disqualify a Member Company and its Work Group Representatives from Work Group participation until such time as such good standing has been reinstated.

6.4. Meeting Participation and Voting Rights

6.4.1 Subject to the other provisions of this Section 6.4, each Participant is entitled to only one (1) vote on each matter submitted to a vote of a Work Group, regardless of the number of Work Group Representatives of such Participant who are participating in that Work Group.

6.4.2. A Participant must maintain "Active Participation" in a Work Group in order to vote in that Work Group. "Active Participation" means:

- 6.4.2.1. If the Work Group has held five or more scheduled Meetings, attendance during at least three of the most recent five such Meetings by any Work Group Representative(s) of the Participant.
- 6.4.2.2. If the Work Group has held four or fewer scheduled Meetings, attendance at a majority of such Meetings by any Work Group Representative(s) of the Participant.
- 6.4.3. If a Participant's voting rights cease due to failure to maintain Active Participation, they are automatically reinstated once Active Participation is reestablished.
- 6.4.4. If a Participant's voting rights cease due to failure to maintain Active Participation, it is still allowed to participate in all activities of the Work Group other than voting.
- 6.4.5. Attendance shall be tracked by the DTSP Executive Director or their designee via Minutes.
- 6.5. Final Approval. Final adoption of deliverables is reserved to the BoD by a Super Majority vote.

7. Internal Protocol

7.1. At the beginning of every Meeting, Participants and all other individuals attending a Work Group must be reminded by the Co-Chairs of DTSP's Antitrust Policy and IPR Policy. If any party in attendance does not agree with DTSP's Antitrust Policy, IPR Policy, and its confidentiality/ agreements, (s)he must leave the Meeting immediately. Participants shall be reminded by the Co-Chairs of the agenda at the beginning of the Meeting, and as revised during the Meeting. The prior Meeting minutes shall be considered for approval at each meeting. If comments are received on the minutes, the Co-Chairs may take offline and postpone approval of those minutes until the next Meeting.

7.2. Minutes

- 7.2.1. Minutes must be recorded and maintained for all Work Group Meetings, and shall be maintained by the DTSP Executive Director or their designee.
- 7.2.2. Minutes shall be shared with the Work Group within five business days after the adjournment of the Meeting.
- 7.2.3. Meeting Minutes shall be limited to the following contents:
 - 7.2.3.1. Date(s), location(s), names of the attending Co-Chairs, hours of opening and adjournment.
 - 7.2.3.2. Summary of significant actions taken, proposals, documents discussed, and major concerns raised.
 - 7.2.3.3. List of all attendees, including the Participants on whose behalf they attend.

- 7.2.3.4. Each motion seconded and not withdrawn, identifying the maker of the motion, the fact of a second, and the voting results.
- 7.2.3.5. List of action items assigned to Work Group Participants.
- 7.2.3.6. List of future Meeting(s) scheduled and upcoming votes.
- 7.2.3.7. List of any patent and/or other intellectual property (IP) assertions that may have been identified by any Participant or any other party during or in connection with the Meeting. It is not the intent of this clause to require disclosure of IP. Any IP disclosure rules are stated in and governed by the IPR Policy. If, however, IP disclosures occur during or in connection with a Meeting, the disclosure must be documented in the Work Group minutes.
- 7.2.3.8. A list of the specific written or verbal Submissions made by each Participant at the meeting that are entered into the draft Work Product that is the subject of the meeting.
- 7.2.3.9. Such other information as may be necessary to accurately reflect the actions taken or discussions held at the meeting.

7.3. Calling of Meeting

- 7.3.1. Work Groups shall hold Meetings on a schedule as determined necessary by such Work Group to execute the Work Group's Scope of Work.
- 7.3.2. A proposed agenda for each Meeting shall be distributed at least two business days prior to a scheduled Meeting.
- 7.3.3. If voting on a Work Product is anticipated during a Meeting, that intention shall be announced in writing at least 10 calendar days prior to the Meeting date.
- 7.3.4. Ad-hoc Meetings require notice of at least two weeks prior to the Meeting date, or such shorter period as is approved by at least two-thirds of the Work Group's Participants at the Meeting date. Work Group votes may not be taken during ad-hoc Meetings absent such notice, although votes can be taken asynchronously. Ad-hoc Meetings held without notice as required by the first sentence of this Section do not count in calculating a Participant's Active Participation. Ad-hoc Meeting Minutes shall be shared within eight business days after the adjournment of the Meeting. Ad-hoc Meetings shall follow all rules of regularly scheduled Meetings.
- 7.3.5. Participants shall be given at least 30 business days' notice for a Meeting scheduled face-to-face, unless a two-thirds majority of Participants approves a shorter notice for that specific Meeting.
- 7.3.6. Participants with voting rights should give the Co-Chairs 48 hours advance notice should they expect to be unavailable to attend any Meeting. This will allow the Co-Chairs to cancel the Meeting if it is anticipated that a quorum will not be met.

7.3.7. Participants and any other attendees should be given at least 24 hours advance notice should a virtual Meeting be cancelled, and at least seven days in the event of a face to face meeting.

7.4. Voting/Motions/Quorum

7.4.1. Where practical, Work Groups should obtain agreement on major issues using the Bylaws, and using *Robert's Rules of Order* as a procedural guide. The Bylaws shall prevail should any conflicts occur between the Bylaws and *Robert's Rules of Order*. For purposes of Work Group votes:

7.4.1.1. Quorum is defined as a majority of all Participants having voting rights with respect to the applicable Work Group and Meeting or vote.

7.4.1.2. Work Groups should seek consensus on decisions. When voting is necessary it can only take place if a quorum is present, in which case a simple majority of the Participants present who vote yea or nay prevails. All motions should be stated in such a way that 'yea' and 'nay' are valid votes. Abstentions shall count towards the quorum requirement although not towards the outcome of a vote. A simple majority requires more than 50% yea votes (out of the total number of yea and nay votes cast) to succeed; votes resulting in an equal number of yea and nay votes do not pass.

7.4.1.3. Work Group votes to recommend deliverables to the BoD for final adoption require a Super Majority vote.

7.4.2. At the option of the Co-Chairs, an electronic vote may be held via email.

7.4.2.1. An email containing the specific wording of the motion shall be distributed at least five business days in advance of the vote. The ballot shall identify those Participants with voting privileges (as calculated on the date that the vote is called for).

7.4.2.2. For the ballot to succeed, the total number of Participants that cast yea, nay or abstention votes must be at least equal to the number of Participants required for a quorum of the Work Group, and the total number of yea votes must represent more than 50% of the total number of yea and nay votes cast.

7.4.2.3. An electronic vote becomes effective if and when the requisite majority is achieved and continues until the expiration of the voting period.

7.4.2.4. The results of an electronic vote shall be reported within three business days of the closing of the vote and in the Meeting minutes of the next Meeting of the Work Group.

7.5. Other Work Groups

- 7.5.1. When the adoption of a technical proposal by a given Work Group may affect any Standard or draft Standard controlled by another Work Group, the Co-Chairs of the Work Group making such technical proposal must notify and consult with the Co-Chairs of the other Work Group in advance in writing (email is sufficient), prior to adopting such technical proposal.
- 7.5.2. When feedback (i.e., review of documents, proposed changes, etc.) is requested from another Work Group, the document in question will be presented to that other Work Group at least two weeks prior to the due date of the feedback. If more extensive analysis is required, the Work Group receiving the document may request a reasonable extension from the Work Group requesting feedback, and such an extension shall not be unreasonably withheld.

7.6. Distribution of documents for approval:

- 7.6.1. Draft Work Product or documents intended for external distribution shall have no less than 10 calendar days for review by the Work Group prior to voting for recommendation to the BoD for adoption.
- 7.6.2. For subsequent revisions with editorial changes (i.e., no functional changes), the Work Group may vote to shorten the Work Group review period to an agreed upon review period.

7.7. Standards Work Group Rules. Every Work Group developing Standards, as defined by the Scope of Work of any Work Group with such a mandate, shall include the following steps in its process.

- 7.7.1. At the beginning of each meeting of a Standards Work Group, the Co-Chairs shall read or display the IPR Policy.
- 7.7.2. During the development of a Standard, the Co-Chairs shall record each oral submission of text or concept for inclusion in the draft Standard in the minutes of the meeting in which it is offered.

7.8. At the time a draft Standard is posted for final comments the Co-Chairs shall open a consultation period for Submitters and Participants to disclose and declare any intellectual property of not less than forty five days.

7.9. The Co-Chairs shall deliver copies of all forms delivered by Submitters and Participants to the DTSP Executive Director, who shall maintain a permanent archive of such forms.

8. Output

8.1. Draft Standards

8.1.1. All draft Standards, Standards, Reference Implementations, Other Work Products, and documents (i.e. design guides, errata, addenda, etc.) shall follow the standard format of other DTSP documents. A Style Guide may be adopted by the BoD to specify DTSP document formats. In addition, they must follow a pre-defined filename format including date stamp, context, version, and company (if applicable) e.g. 2020-05-24_ DTSP_WG_Spec_rev1 _draft_feedback_Company. Each draft Standard must include a standard cover letter stating it is a draft and subject to change, and other legal notices as appropriate.

8.2. Technical Support

8.2.1. Feedback to other Work Groups

8.2.1.1. When presented with a request for feedback from another Work Group, the Co-Chairs of the Work Group from which feedback is sought may provide such feedback directly, or may call a Meeting of their Work Group.

8.2.1.2. All feedback shall be distributed to the Work Group requesting the feedback and becomes part of the requesting Work Group's official record attached within the minutes.

8.3. Distribution of Documents

8.3.1. All documents to be distributed in connection with Work Group activities must be distributed by email via the Work Group mailing list.

9. Archiving of Documents

Once a document (e.g., draft Standard, etc.) is finalized, the DTSP Executive Director or their designee is responsible for transferring an archive of all source files relevant to the document to the Co-Chairs and for maintaining an archive of such documents.