

OPENAIRINTERFACE SOFTWARE ALLIANCE



BYLAWS
May 24th, 2018

PURPOSES :

The OpenAirInterface Software Alliance is governed as described in the legal statutes signed on the 18th of November 2014 and has the mandate to maintain, promote, protect and further develop the open-source software package for wireless networking devices known as OpenAirInterface (OAI).

More generally, the objective of the Software Alliance is to contribute to the development of innovations of more general societal, educational and cultural interests in the area of information and communications technology. The Alliance also encourages the emergence of an ecosystem around the OAI software packages, which is constituted by large industry (semiconductor manufacturers, telecommunications infrastructure and terminal manufacturers, telecommunications operators), small and medium enterprises and public and private research organizations. Finally, it aims to promote the creation and expansion of new industrial actors in the area.

The administration of the Alliance wishes to supplement the legal statutes by these bylaws.

Section I - GENERAL PROVISIONS

Article 1 – Establishment and amendment of bylaws

The administrators of the OAI Alliance have hereby established the text of their bylaws as prescribed in its statutes. In accordance with section 7 of the statutes, only the board of directors can amend or modify these bylaws.

The bylaws are to be provided to all partners of the Alliance upon request.

Partners are considered as all individuals or corporate bodies, donators, contributors or users.

Article 2 – Correspondence – Communication – Representation

All communication and correspondence from the partners concerning the Alliance must be addressed to the head office, for the attention of the President.

The partners may communicate the contact details of the persons to which communications and correspondences for the Alliance must be addressed. The partners are responsible for keeping this information up-to-date.

Strategic partners as defined in Article 6.1, as members of the Board of Directors of the Alliance, must provide the names of their authorized representatives in each of its bodies in writing to the attention of the President. Furthermore, they must similarly notify the Alliance of any modification of their representatives.

Communications:

In its correspondences with third parties and through other means of communications, the Alliance may use the terms, "Fonds de dotation OpenAirInterface", OAI, OAI Software Alliance.

SECTION II –ORGANISATION AND OPERATIONS OF THE ALLIANCE

Article 3 – Board of Directors

In accordance with the statutes, the Alliance is administered by a board of directors composed of six (6) to eighteen (18) members and constituted by two colleges defined as:

- The college of founders comprised of six (6) representatives of the founder, EURECOM, named by the founder for a renewable period of three years. The members of the college of founders are *ex-officio* members.
- The college of donators comprised of up to twelve (12) representatives designated by the board of directors among the donators.

The ten (10) most significant donators among the strategic partners, as defined in Article 6.1, are *ex-officio* members. Each strategic member must designate a representative with a voting right. The college may be completed by the remaining strategic partners or associate partners, as defined in Article 6.2, upon the founder's proposal and unanimous agreement by the *ex-officio* members of the board of directors.

Article 4- OFFICERS

The officers of the Alliance shall initially be a President, a Secretary and a Treasurer.

The President is the President of the Board of Directors and is elected by the board among the members of the college of founders. He/she is elected for a renewable period of three years.

The President alone represents the Alliance and acts in its name in accordance with the decisions taken by the Board of Directors.

The treasurer and the secretary are elected by the Board of Directors among its members for a duration of three years. They are in charge of aiding the President in performing his/her duties. More specifically, the treasurer oversees revenue collection and payments on behalf of the Board of Directors. He regularly maintains under his control, or causes to be maintained, a record of all disbursements and renders an account to the Board of Directors which ratifies his account.

The secretary is in charge of writing the minutes of the meetings of the Board of Directors, administrative declarations as well as all writings concerning the Alliance, with the exception of those concerning its finances. His/her purpose is to report on the conditions surrounding the preparation and organization of the Board's work and submit an annual activity report to the local prefecture along with the annual accounts and auditor's report.

These functions are carried out on a purely voluntary basis. Expenses for travel required to carry out these functions will be reimbursed by the Alliance. An account of these expenses shall be presented in the annual activity report.

Article 5 – Management of the Alliance

5.1 –Financial procedures

❖ Annual Budget

The draft budget must be submitted to the Board of Directors at the latest one month prior to the start of the fiscal year. On the basis of the draft budget presented by the President, the Board of Directors approves the final budget.

The budget shall be prepared by stating actions to be carried out as well as the nature of expenses and resources. Investments shall also be detailed in terms of actions and their nature.

A cashflow plan shall also be included in the budget.

❖ Expenditures

The Alliance's expenditures those necessary for its day-to-day functioning, including salaries, office-space, purchase, maintenance and depreciation of equipment ...

❖ Endowment

The Endowment is constituted by the initial endowment described in the statutes augmented by the donations of partners of the Alliance, as described in Section III and be they individuals or corporate bodies. It can be further augmented by donations made on behalf of the Alliance. The initial endowment, in addition to donations, is expendable, and may be used notably for salaries and other expenses of the Alliance.

❖ Resources of the Alliance

The resources of the Alliance may include:

- Income of the endowment
- revenue from activities accounted for in the statutes
- revenue from services rendered
- income exceptionally received in response to calls for public generosity

Revenue from services rendered concerns revenue from ad hoc service contracts carried out by the Alliance.

It is worth noting that in order to benefit from the corporate tax deduction, the Alliance must not collect revenue in excess of 60.540 euros during the civil year from profit-making activities (Loi de finances 2015¹).

5.2 - Operation

❖ Accounting

- For its own internal accounting and management control, the Alliance shall keep general and management accounts.

It will not be authorized to borrow money, nor can it act as guarantor. The accounts and activity report approved by the Board of Directors must be submitted to the Prefecture of the Alpes Maritimes within the six months following the end of the fiscal year.

❖ Banking delegations

The President has the complete authority to open and close regular bank accounts. He also may make investments in accordance with the decisions taken by the Board of Directors.

Each banking operation requires the signature of the person or persons authorized in accordance with the conditions described in the "Signatures" paragraph below.

❖ Hiring and Staff Management

In order to carry out its mandate, the Alliance may recruit paid employees. The hiring procedures, definition of tasks and termination of employment are submitted to the Board of Directors in accordance with Article 6 of the statutes.

❖ Expenses incurred by members of the Board of Directors and by the President

The expenses incurred by the members of the Board of Directors and by the President in the course of their duties on behalf of the Alliance will be reimbursed upon presentation of receipts in accordance with a procedure determining the limits and conditions of reimbursement.

❖ Signatures

Only the President of the Board of Directors may validly commit the Alliance and sign on its behalf in accordance with the decisions taken by the Board the Directors.

In the limit of the budget approved by the Board of Directors, all deeds financially binding the Alliance to third parties:

- must be co-signed by the President, Secretary and endorsed by the Treasurer when the amount is in excess of 15 000 €
- must be co-signed by the President and the Secretary or Treasurer when the amount is between 5000 € and 15 000 €
- must be signed by the President for amounts less than 5000 €

¹ <http://bofip.impots.gouv.fr/bofip/2659-PGP.html>

The signatures on bank accounts must be carried out by two signatories for a single payment.

The President may delegate the necessary powers for a particular operation to any member of the Board of Directors. Any such delegation must be notified in writing to the Board of Directors and must be limited in time.

Section III – PARTNERS

In accordance with the statutes, the endowment is comprised of the initial endowment described in the statutes, augmented by contributions made by the donators, be they individuals or corporate bodies, in the form of donations, gifts or bequests.

Donators are considered as partners of the Alliance. Contributors or users need not be partners of the Alliance.

Article 6 – Partner Categories

The endowment can be augmented by donations, gifts or bequests. These donations, gifts or bequests are, by definition, purely voluntary. Nevertheless, the Alliance has decided to create three categories of partners as a function of the amount of aid contributed by a partner. This aid is defined in terms of a combination of monetary contribution and human-effort. The partner categories are:

- Strategic Partners
- Associate Partners
- Ordinary Partners

In the event that a partner wishes to contribute to the Alliance, in the form of a combination of a monetary contribution and an agreed amount of human-effort, the board of Directors will decide to accept or refuse the contribution and estimate its value to the Alliance, and if needed, with the assistance of a chartered accountant or other qualified person.

Each contribution, be it a donation, gift or bequest, will be the subject of a specific agreement between the partner and the Alliance.

6.1 Strategic Partners

Strategic partners are partners who aim to influence the scientific and technological objectives of the Alliance. They contribute in a significant manner to the development of the OpenAirInterface software packages.

Specifically, these partners are considered as “Strategic Partners” if they provide a donation, gift or bequest of value equivalent to at least 100.000 euros, of which a minimum of 40.000 euros is in the form of a monetary contribution. The monetary contribution is made by bank transfer to the bank account of the Alliance.

In return, the strategic partners will benefit from the following advantages for the duration of one year commencing on the date of their monetary contribution:

- They are *ex-officio* members with one (1) seat on the board of directors, and one (1) seat on each of the different committees of the Endowment Fund
- They participate in the development of the Alliance and can run projects within the Alliance with other partners of the Alliance. They have access to the resources of the Alliance in order to carry out these projects.
- They may make use of the OpenAirInterface logo and trademark
- They have free access to all meetings, conferences and communications of the Alliance.
- They benefit from a specific visibility on the internet website of the Alliance and have access to meetings and programmes reserved to Strategic Partners.

6.2. Associate Partners

Associate Partners are contributors and/or users of the OpenAirInterface software packages who provide a monetary contribution of at least 10.000 euros, be it in the form of a donation, gift or bequest. The contribution is made by bank transfer to the bank account of the Alliance.

For the special case of a contributor belonging to the “**Micro**” Category of Small and Medium Size Businesses (SME) as defined in the European Union Recommendation 2003/361:

<http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32003H0361>, the amount of monetary contribution for obtaining Associate Partnership status is at least 2.500 euros.

For the duration of one year commencing on the date of their contribution, Associate Partners benefit from:

- free access to all meetings and conferences (except those reserved for the Board of Directors and those reserved for Strategic Partners)
- the ability participate in the projects run by the Strategic Partners
- specific visibility on the internet website of the Alliance and are highlighted in the communications of the Alliance, conferences, public demonstrations, etc.
- ability to make use of the OpenAirInterface logo and trademark

6.3. Ordinary Partners

Ordinary partners are individual contributors and/or users of the OpenAirInterface software packages who do not provide a monetary contribution to the Alliance but participate in the development of the software packages. They benefit from a specific visibility on the internet website of the Alliance.

Article 7 – Partner Obligations

7.1 - Partner obligations

The partners of the Alliance agree to respect, in letter and in spirit, the statutes of the Alliance in addition to these Bylaws, and to submit to all their provisions and the decisions taken by the President of the Alliance in the context of the exercise of his/her powers.

The common obligation of all the partners of the Alliance is to participate to the primary objective of the Alliance, namely the development of the OpenAirInterface open-source software packages.

7.2 - Exclusion

Any partner, be they member of the Board of Directors or otherwise, with the exception of the founding member, may be excluded from the Alliance in the event that they are in serious breach of their obligations or if they cause or threaten to cause serious harm to the functioning of the Alliance. Exclusion shall be pronounced by the Board of Directors. The vote is carried out in accordance with the directives described in Article 6 of the statutes, which specify that:

- Should the offending partner be a member of the Board of Directors, they will not participate in the vote.
- The resources provided to the Alliance by the offending partner will continue to remain available to the Alliance for a duration allowing for proper completion of the work in progress and compatible with the general activities of the Alliance.

7.3 - Change of Membership Class

Any member may change its membership class from one year to the next (strategic, associate or ordinary partner) as a function of its contribution to the Alliance.

Article 8 - Intellectual Property Policy

The Alliance aims to maintain, promote and further develop an existing set of open-source software packages.

The Alliance and each partner retain full and exclusive ownership of their prior knowledge.

All contributions to OpenAirInterface software are governed by the provisions of the applicable software licenses.

If required, the ownership of research results and inventions, as well as the distribution of intellectual property rights and their exploitation and use will be determined by a written agreement between the Partner and the Alliance (*Partnership agreement*) at the moment the Partner joins the Alliance and, as the case may be, by any collaborative agreements signed between the Partner and the Alliance.

Article 9 - Confidentiality

The partners are bound to strict confidentiality regarding all information to which they may have access during their participation in the Alliance. The current undertaking will remain in valid for the life of the Alliance and an additional five (5) years.

The President, General Secretary and each member of the Board of Directors must comply with a general obligation of confidentiality with respect to the information they receive in their governance capacity.

Article 10 – Insurance and Responsibility

The Alliance shall obtain civil liability insurance policy. Each partner is required to obtain its own civil liability insurance policy, in addition to coverage of professional liabilities and liabilities arising from its products developed in the context of the Alliance.

Each Partner is required to provide insurance cover for its personnel for all risks relating to its activity within the Alliance.

The Alliance makes the OpenAirInterface software packages and its associated trademarks freely available the partners without warranties of any kind including, but not limited to, implied warranties and/or conditions of non-infringement, merchantability and fitness for a particular purpose.

Consequently, the Alliance may under no circumstances be held responsible for loss of profits, loss of use, incidents or any consequential damages incurred through the use of OpenAirInterface software packages, its trademark and/or logo.

Section IV- Advisory Committees

In addition to the Advisory Investment Committee provided for in the Statutes, the Board of Directors may solely, or acting upon a proposal by a strategic partner, decide on the creation of an Advisory Committee.

- ❖ Creation and dissolution. Upon a proposal from a member of the Board of Directors, the latter may proceed to create or dissolve an Advisory Committee. The proposal for creation is placed on the agenda in accordance with Article 6 of the Statutes. The vote is a single-majority vote as provided for in Article 6 of the Statutes.
- ❖ Roles and Operations. The role and operation of an Advisory Committee is determined by the Board of Directors. In particular, the composition and tasks are defined by the Board of Directors. The vote is a single-majority vote, as stipulated in Article 6 of the Statutes.

Christian BONNET
Chair