



Adaptive Instructional Systems (AIS) Consortium

Bylaws v1.0

Approved 25 November 2020

an unincorporated association operating
as a program of
the IEEE Industry Standards and Technology Organization (“ISTO”)

Table of Contents

ARTICLE 1 DEFINITIONS	5
ARTICLE 2 OFFICES	7
SECTION 2.1 PRINCIPAL OFFICE	7
SECTION 2.2 CHANGE OF ADDRESS	7
SECTION 2.3 OTHER OFFICES	7
ARTICLE 3 PURPOSE	7
SECTION 3.1 PURPOSE	7
SECTION 3.2 DURATION	7
ARTICLE 4 ANTITRUST GUIDELINES	8
SECTION 4.1 COMPLIANCE WITH ANTITRUST LAWS	8
ARTICLE 5 BOARD OF DIRECTORS	8
SECTION 5.1 NUMBER	8
SECTION 5.2 CHARTER BOARD MEMBERS	9
SECTION 5.3 ELECTED BOARD MEMBERS	9
SECTION 5.4 GENERAL POWERS	9
SECTION 5.5 DUTIES	9
SECTION 5.6 QUALIFICATION, APPOINTMENT AND ELECTION OF DIRECTORS	11
SECTION 5.7 CHAIR OF THE BOARD	11
SECTION 5.8 VACANCIES; RESIGNATIONS	12
SECTION 5.9 NONLIABILITY OF DIRECTORS	12
SECTION 5.10 ORGANIZATION OF MEETINGS	12
SECTION 5.11 PLACE OF MEETINGS	13
SECTION 5.12 ANNUAL MEETING AND REGULAR MEETINGS	13
SECTION 5.13 SPECIAL MEETINGS	13
SECTION 5.14 NOTICE OF MEETINGS	13
SECTION 5.15 QUORUM FOR MEETINGS	13
SECTION 5.16 GOOD STANDING	14
SECTION 5.17 BOARD ACTION	14
SECTION 5.18 BOARD ACTIONS WITHOUT A MEETING	15
SECTION 5.19 CONFIDENTIALITY OF BOARD PROCEEDINGS	15
SECTION 5.20 VOTING MEMBER OF ISTO	16
ARTICLE 6 OFFICERS	16
SECTION 6.1 DESIGNATION OF OFFICERS	16
SECTION 6.2 ELECTION AND TERM OF OFFICE	16
SECTION 6.3 REMOVAL AND RESIGNATION	16
SECTION 6.4 VACANCIES	17
SECTION 6.5 DUTIES OF SECRETARY	17
SECTION 6.6 DUTIES OF TREASURER	18
SECTION 6.7 COMPENSATION	18
SECTION 6.8 NONLIABILITY OF OFFICERS	19
ARTICLE 7 EXECUTIVE DIRECTOR	19
SECTION 7.1 DUTIES OF THE EXECUTIVE DIRECTOR	19

ARTICLE 8 USE OF NAME	20
SECTION 8.1 NAME	20
SECTION 8.2 PROHIBITION ON REGISTRATION OF THE NAME	20
SECTION 8.3 PROHIBITION ON ASSERTION OF RIGHTS IN THE NAME	20
SECTION 8.4 REQUIRED USE OF THE NAME	20
SECTION 8.5 LIMITATIONS ON THE USE OF THE NAME	20
ARTICLE 9 COMMITTEES	21
SECTION 9.1 COMMITTEES	21
SECTION 9.2 COMMITTEE MEMBERS	21
SECTION 9.3 COMMITTEE PROCEDURES, RULES AND REGULATIONS	21
SECTION 9.4 MEETINGS OF COMMITTEES	21
SECTION 9.5 PUBLICATION OF COMMITTEE MATERIALS	22
ARTICLE 10 EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS	22
SECTION 10.1 EXECUTION OF INSTRUMENTS	22
SECTION 10.2 DEPOSITS	22
ARTICLE 11 RECORDS AND REPORTS	22
SECTION 11.1 MAINTENANCE OF RECORDS	22
SECTION 11.2 INSPECTION RIGHTS	23
SECTION 11.3 RIGHT TO COPY AND MAKE EXTRACTS	23
SECTION 11.4 PERIODIC REPORT	23
ARTICLE 12 AMENDMENT OF BYLAWS OR MEMBERSHIP AGREEMENT	23
ARTICLE 13 SEPARABILITY	24
ARTICLE 14 MEMBERSHIP PROVISIONS	24
SECTION 14.1 DETERMINATION, RIGHTS AND OBLIGATIONS OF MEMBERS	24
SECTION 14.2 QUALIFICATIONS FOR MEMBERSHIP	24
SECTION 14.3 ADMISSION TO MEMBERSHIP	24
SECTION 14.4 FEES AND DUES	25
SECTION 14.5 NUMBER OF MEMBERS	25
SECTION 14.6 MEMBERSHIP ROLL	25
SECTION 14.7 NONLIABILITY OF MEMBERS	25
SECTION 14.8 NONTRANSFERABILITY OF MEMBERSHIPS	25
SECTION 14.9 TERMINATION OF MEMBERSHIP	26
ARTICLE 15 MEETINGS OF MEMBERS	26
SECTION 15.1 PLACE OF MEETINGS	26
SECTION 15.2 NOTICE OF MEETINGS	27
SECTION 15.3 MEMBER ACTION	27
SECTION 15.4 MEMBER ACTION AT MEETINGS	27
SECTION 15.5 ACTION BY WRITTEN BALLOT	27
SECTION 15.6 CONDUCT OF MEETINGS	27
ARTICLE 16 MEMBERSHIP CLASSIFICATIONS	28
SECTION 16.1 FOUNDER	28
SECTION 16.2 GENERAL MEMBERSHIP LEVELS	29

ARTICLE 1 DEFINITIONS

Board of Directors or Board shall mean the Board of Directors of Organization.

Certification Authority means an organization that validates a products adherence to a standard.

Certified Product means those products that meet or exceed a minimum specified set of criteria as set by a Certification Authority.

Certification Markings means graphics or other materials that may be used for marketing purposes by Member organizations that have products which have been certified by the Certification Authority.

Change of Control means a change in ownership or control of Member effected through any of the following transactions: (a) a merger, consolidation or reorganization approved by Member's equity holders, unless securities representing more than sixty percent (60%) of the total combined voting power of the voting securities of the successor entity are immediately thereafter beneficially owned, directly or indirectly and in substantially the same proportion, by the persons who beneficially owned Member's outstanding voting securities immediately prior to such transaction; (b) any transfer or other disposition of all or substantially all of Member's assets; or (c) the acquisition, directly or indirectly, by any person or related group of persons (other than Member or any Subsidiary of Member or any person currently owning, beneficially or of record, equity securities of Member), of beneficial ownership (within the meaning of Rule 13d-3 of the Securities Exchange Act of 1934, as amended) of securities possessing more than forty percent (40%) of the total combined voting power of Member's outstanding securities.

Committee means a group of Members as designated by the Board of Directors to carry out certain responsibilities on behalf of the Organization, pursuant to ARTICLE 9 .

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

Consensus means the lack of a sustained objection to the issue under consideration.

Draft Specification shall have the meaning set forth in Article 17

Employee means someone who is either an officer of their organization or someone who performs work, under the direction and control of their employer, on an ongoing basis, for wages or a salary.

Founder means all Members of the Organization who so qualify in accordance with the provisions of ARTICLE 14 and SECTION 16.1 below.

Member means a general reference to all entities who have so 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 from time to time.

Organization means the Adaptive Instructional Systems (AIS) Consortium operating as a program of ISTO.

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

Quorum means more than fifty percent (50%) of the Members in Good Standing of the applicable group (i.e. the Board of Directors, Committee, 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.

Specification shall have the meaning set forth in Article 17.

Subsidiary of a Member means a Person: (a) more than fifty percent (50%) of whose (a) outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) or (b) if the Person does not have outstanding shares or securities, other ownership interest (representing the right to make the decisions for such Person) are, now or thereafter, owned or controlled, directly or indirectly, by such Member, but such corporation, company or other entity shall be deemed to be a Subsidiary only so long as such percentage of ownership or interest remains more than fifty percent (50%).

Unanimous means that the votes or written consents of all members of the relevant body or group are, with not more than one exception, affirmative. Notwithstanding the foregoing, the lower-case use of "unanimous", when used with the terms "entire" or "all", shall mean 100% affirmative votes or written consents of the entire relevant body or group.

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. The principal office of AIS Consortium will be located at 445 Hoes Lane, Piscataway, NJ 08854.

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 mission of the Organization is to support the adoption and advancement of products that use artificial intelligence and advanced technologies to help people learn. Stakeholders include, but are not limited to: product and service providers, instructional designers, instructors, trainers, learning and development organizations, teachers and school districts, learning engineers and scientists, researchers, foundations, and government agencies.

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.

**ARTICLE 4
ANTITRUST GUIDELINES**

SECTION 4.1 COMPLIANCE WITH ANTITRUST LAWS

The Organization is not intended to become involved, and 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 special responsibility of the Organizations officers and Committee chairs to ensure that this policy is known and adhered to in the course of activities pursued under their leadership.

Each Member shall assume responsibility to provide appropriate legal counsel to its representatives acting under these Bylaws regarding the importance of limiting the scope

of their discussions to the topics that relate to the purposes of the 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 shall make the violator subject to immediate suspension from membership in the Organization and immediate removal from any office held by an official representative violating such rules or this Article.

**ARTICLE 5
BOARD OF DIRECTORS**

SECTION 5.1 NUMBER

The Board shall initially consist of one representative of each of the Charter Members, with at least three (3) initial Members being required to carry out the duties specified within these Bylaws.

In addition to the Chair, the total number of Board seats shall not exceed nine (9). Five (5) of these Board positions are provided for Charter Members. One of the five Charter Member Board positions is designated for the Chair of the IEEE Learning Technology Standards Committee (LTSC) or a designee approved by the board. The four (4) remaining Board positions are to be filled by members elected by the existing board members in place at the time of their nomination.

Additional Board seats may be established, upon approval of the Board, and shall be filled in accordance with the procedures set forth below.

SECTION 5.2 CHARTER BOARD MEMBERS

Charter Board members (including the Chair) will serve for a staggered term of four (4) years (initial terms may be varied at the Board's discretion in order to create the staggered terms). Other than yearly membership dues, there will be no other fees incurred by Charter Members for their Board positions.

If a Charter Member chooses to end its membership with the Organization, the Member's Board seat will become available as an elected Board member seat.

SECTION 5.3 ELECTED BOARD MEMBERS

Elected Board members are selected from the membership rolls in accordance with SECTION 5.6 and are elected to the position by the existing Board of Directors.

Elected Board members will serve for a staggered term of four (4) years (initial terms may be varied at the Board's discretion in order to create the staggered terms).

SECTION 5.4 GENERAL POWERS

Subject to the provisions of these Bylaws, the activities and affairs of this Organization shall be conducted and all powers shall be exercised by or under the direction of the Board.

SECTION 5.5 DUTIES

It shall be the duty of the Board to:

- a) Perform any and all duties imposed on them collectively or individually by law, or by these Bylaws;
- b) Appoint and remove, employ and discharge, and, except as otherwise provided in these Bylaws, prescribe the duties and fix the compensation, if any, of all officers, agents and employees of the Organization;
- c) Supervise all officers, agents and employees of the Organization to ensure that their duties are performed properly;
- d) Meet at such times and places as required by these Bylaws;
- e) Register their addresses with the Secretary of the Organization;
- f) Elect a Chair to preside over the Board meetings or to take such action as may be agreed upon by the Board (subject to SECTION 5.7);
- g) Form, supervise, and dissolve Committees (as defined in ARTICLE 9), as appropriate to conduct the work of the Organization;
- h) Resolve issues that are brought forward to the Board by Committees;
- i) Consider for approval or rejection any public statement, press release or similar public materials concerning the business and technical activities of the Organization prior to making such materials public;
- j) Consider for approval or rejection the Organization's annual budget as submitted by the Chair and Treasurer. If the annual budget is not approved at the start of each calendar year, the Organization shall operate based on the prior yearly budget, to the extent practical, until an annual budget is approved;
- k) Establish or revise membership classes and the rights and privileges of the various classes of Members;
- l) Establish annual dues for the various classes of Members and determine the rights, privileges and obligations for each class of Member not otherwise stated in these Bylaws;

- m) Make a yearly evaluation of the Organization's fulfillment of its purpose and the need to continue the existence of the Organization going forward;
- n) Adopt and modify the Bylaws;
- o) Adopt procedures to govern operations of Committees as set forth in ARTICLE 9;
- p) Adopt and modify the Membership Agreement and its Attachments (subject to ARTICLE 12);
- q) Have the right to withdraw from the ISTO, or otherwise terminate the Organization's agreement with the ISTO and define an alternative organizational structure;
- r) Ensure secretariat functions are sufficiently staffed, supported and performed; and
- s) Other responsibilities as specified and approved by the Board.

SECTION 5.6 QUALIFICATION, APPOINTMENT AND ELECTION OF DIRECTORS

- a) **Qualification:** Directors shall be employees of a Member organization. No Member or Member's subsidiary may have more than one (1) representative elected to the Board. At the first time that a Member representative is seated on the Board, and annually thereafter, as of the date of the Annual Meeting of the Organization and as a condition of its representative assuming his or her seat on the Board that Member shall pay to the Organization membership dues then in effect as established by the Board.
- b) **Alternates:** Each Member represented on the Board may also appoint an alternate representative to serve on the Board on a temporary basis should its elected representative become unavailable. This representative must be an employee of the organization. A represented Member must provide written notice to the Board of its choice of alternate. Even if an elected representative to the Board is present, that Director's alternate representative may also attend meetings of the Board, but in a nonvoting capacity. A represented Member, by providing written notice to the Board, may replace that Member's elected representative to the Board at any time either with its designated alternate representative or another designated representative of the Member.
- c) **Removal:** Unless otherwise specified by law, any Board Member may be removed by a super majority of 75% of the other Board Members then in office for engaging in any conduct, either within or without the Organization, that is contrary to the interests of the Organization or to the advancement of the Organization's business or industry goals

- d) **Nomination and Election:** Any open positions for established seats on the Board shall be filled via election by the Board.

SECTION 5.7 CHAIR OF THE BOARD

The first Chair of the Board shall be elected by the Directors. The Chair will serve four (4) years and may be renewed by approval of the Board. It shall be the duty of the Chair of the Board to work with the board to develop and prioritize items to be addressed by the Board and to facilitate Board meetings in accordance with Robert's Rules of Order.

SECTION 5.8 VACANCIES; RESIGNATIONS

Any Director may resign effective upon giving written notice to the Secretary, with copy to the Executive Director or the Chair of the Board.

The Member employing the resigning or removed Director may replace that Director with its alternate representative pursuant to SECTION 5.6 or another representative by providing the Chair of the Board with written notice of the same within fourteen (14) days after the effective date of the Director's resignation, termination or removal. Except as otherwise herein provided, a Director shall be conclusively deemed to resign if the Director's employment with the Member is for any reason terminated. A person appointed to fill a vacancy on the Board shall hold office until the end of the term of the individual being replaced or until his or her death, resignation or removal from office.

If the Member who has the right under this SECTION 5.8 to appoint a replacement Director to the Board fails to appoint such Director within the prescribed time period, the vacancy shall not be refilled until the next meeting of the Directors.

If the resigning Director is the Chair of the Board, the Directors shall elect a new Chair after the prescribed time period for the Member to appoint a replacement Director for the resigning Director.

SECTION 5.9 NONLIABILITY OF DIRECTORS

Directors and Members with an employee serving as a Director shall not be personally liable for the debts, liabilities, or other obligations of the Organization.

SECTION 5.10 ORGANIZATION OF MEETINGS

Meetings of the Board shall be presided over by the Chair of the Board or in his or her absence, by an acting Chair approved by the Board. The Secretary of the Organization, or if the Secretary shall be absent from any such meeting, any person appointed by the Chair or acting Chair, shall act as secretary of all meetings of the Board and keep the minutes thereof.

Meetings shall be governed by such procedures as may be approved from time to time by the Board, insofar as such rules are not inconsistent with or in conflict with these Bylaws, or with provisions of law.

SECTION 5.11 PLACE OF MEETINGS

Board meetings shall be held at places and times as may be approved by the Board. Meetings may be held in person or by any combination of audio, teleconferencing, or video conferencing techniques, so long as all persons participating in such a meeting can hear one another during such a meeting.

SECTION 5.12 ANNUAL MEETING AND REGULAR MEETINGS

The Annual Meeting of the Board shall be held each calendar year, the time and place of which shall be determined by the Board, for the transaction of any business placed on the agenda by the Board. The appointment of the new members of the Board, if any, shall be completed at or before such annual meeting.

The Board will hold Regular Meetings at least four (4) times a year. The time and place of Regular Meetings will be determined by the Board.

Notice of the Annual Meeting and Regular Meetings shall be sent by the Chair to each Director at least 30 days in advance of the day specified for the meeting. The Board may invite any other person to such a meeting as it deems necessary and appropriate.

SECTION 5.13 SPECIAL MEETINGS

Special Meetings of the Board may be called at any time by the Chair of the Board or by a two-thirds (2/3) vote of the Board. The Chair shall give at least fourteen (14) days prior notice of a Special Meeting to each Director.

SECTION 5.14 NOTICE OF MEETINGS

The Chair will provide notice of all Board meetings via electronic mail to the Directors at the electronic mail address as it appears on the records of the Organization. The notice will identify the day, time and place of the meeting, the purpose or agenda for the meeting, and all potential actions to be undertaken by the Board at the meeting.

SECTION 5.15 QUORUM FOR MEETINGS

A Quorum shall be present at any meeting, either in person, by telephone, or by such other means as may be prescribed by the Board or these Bylaws, in order for the Board to transact business at such a meeting. In the absence of a continued Quorum at any meeting of the Board already in progress, the meeting shall be adjourned.

SECTION 5.16 GOOD STANDING

A member of the Board shall be deemed to be in Good Standing if the Member is current in all membership dues assessed and the Member's representative or alternate representative has attended (in person or telephonically) a minimum of two (2) of the last four (4) Board meetings (if there have been at least four meetings), unless such absence has been approved by the Chair in his or her or their reasonable discretion.

SECTION 5.17 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 as described in this SECTION 5.17.

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 or written ballot if held in person, or by voice ballot if held by teleconferencing, or by electronic ballot if held by electronic means (e.g., videoconferencing), unless otherwise required.

For general actions not described in (a) or (b) below, such action must be approved by a majority of those Board members in Good Standing represented at a Board meeting at which a Quorum is present.

- a) The following actions must be approved by two-thirds (2/3) of the Board members in Good Standing:
 - i. removing a Director for cause
 - ii. chartering or amending the charter of any Committee, establishing rules of governance, procedure or guidance to or for Committees, or terminating Committees
 - iii. requiring the expenditure in excess of USD \$5,000 over budgeted amounts
 - iv. approving annual dues and budgets
 - v. terminating a Member's Membership Agreement in accordance with its terms
 - vi. appointing or removing a Chair of a Committee
 - vii. assignment of board members to two or more positions
 - viii. approving any press release, public announcement or other public communication (e.g., white papers, guidelines)

- ix. granting to a Non-Member access to, or the receipt of copies of, Organization created Specifications
 - x. any other action not described in section (b) below that two or more Members reasonably believe is outside of the Scope of the Organization (upon request, the members will disclose the reasons for their belief)
 - xi. adopting an Organization Specification
- b) The following actions must be approved by the unanimous vote or written consent of the Board as a whole. Any Board member voting against any such action must provide a reasonable explanation for its objection during such Board Meeting and agree to consult in good faith with the other Board members to attempt to resolve its concerns.
- i. approving or modifying the Membership Agreement and any other documents among the Organization and its Members
 - ii. adopting or amending antitrust guidelines, except where counsel has advised that an amendment to the guidelines is required, in which case such amendment is approved
 - iii. enforcing a copyright owned by the Organization
 - iv. changing the name of the Organization
 - v. amending these Bylaws
 - vi. approving a new name or logo adopted by the Organization for use by its Members in identifying the Organization's certified products
 - vii. causing a substantial change in the Scope of the Organization
 - viii. entering into a sale of assets of the Organization outside of the ordinary course of business

SECTION 5.18 BOARD ACTIONS WITHOUT A MEETING

Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if two-thirds (2/3) of the members of the Board in Good Standing consent in writing or by electronic transmission.

SECTION 5.19 CONFIDENTIALITY OF BOARD PROCEEDINGS

Persons other than Board members, the Chair, Secretary, and Treasurer will not be permitted to attend Board meetings unless approved in advance by a majority of the

Board. Minutes of Board meetings as approved by the Board will not be distributed outside the Board members' organizations unless approved by the Board. The Board may summarize substantial actions taken during Board meetings and distribute such summaries to all the Organization's Members.

SECTION 5.20 VOTING MEMBER OF ISTO

All Directors shall be voting members of ISTO unless the Board takes action to remove the Organization from the ISTO. The Board shall appoint a representative to serve on the ISTO nominating committee on behalf of the Organization.

ARTICLE 6 OFFICERS

SECTION 6.1 DESIGNATION OF OFFICERS

The officers of the Organization shall include the Chair of the Board, a Secretary, and a Treasurer. The Organization may also have such other officers with such titles as may be determined from time to time by the Board of Directors. Any two or more offices may be held by the same person if approved by a $\frac{2}{3}$ vote of the board. No instrument required to be signed by more than one officer may be signed by one person in more than one capacity.

SECTION 6.2 ELECTION AND TERM OF OFFICE

Officers shall be elected from time to time by the Board and each officer shall hold office for up to four (4) years and may be renewed by the Board. All officers of the Organization shall be elected or appointed by a majority vote of a Quorum of the Board.

SECTION 6.3 REMOVAL AND RESIGNATION

The Board may remove any officer from his or her elected office, either with or without cause, at any time. An officer who is also an employee of a Member shall automatically be removed if the employer of the officer terminates its membership in the Organization or if the representative ceases to be an employee of the Member. Any officer may resign at any time by giving written notice to the Secretary with a copy to the Chair of the Board of the Organization. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The above provisions of this Section shall be superseded by any conflicting terms of a contract that has been approved by the Board of Directors relating to the employment of any officer of the Organization.

SECTION 6.4 VACANCIES

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any officer shall be filled by the Board. In the event of a vacancy in any office, such vacancy may be filled temporarily by appointment by the Chair until such time as the Board shall fill the vacancy. Vacancies occurring in offices of officers appointed at the discretion of the Board may or may not be filled as the Board shall determine.

Any vacancy by an officer who is also a Director shall be filled by the Board pursuant to SECTION 6.2. The replacement Director shall not assume the office of the Director he or she replaces unless he or she is elected by the Board to that office.

SECTION 6.5 DUTIES OF SECRETARY

The Secretary shall:

- a) Certify and keep at the principal office of the Organization the original, or a copy, of these Bylaws as amended or otherwise altered to date.
- b) Keep at the principal office of the Organization meeting minutes in accordance with SECTION 11.1 .
- c) See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law. Advise the Members in writing of all results of any election of Directors.
- d) Be custodian of the records of the Organization.
- e) Keep at the principal office of the Organization a membership book containing the name and address of each and any Members, and, in the case where any membership has been terminated, he or she shall record such fact in the membership book together with the date on which such membership ceased.
- f) Exhibit at all reasonable times to any Member of the Organization, or to the Member's agent or attorney, on request therefore, the Bylaws, the membership book, and the minutes of the proceedings, including Board Minutes, of the Members of the Organization.
- g) In general, perform all duties incident to the office of Secretary and such other duties as may be required by law, or by these Bylaws, or which may be assigned to him or her from time to time by the Board.

SECTION 6.6 DUTIES OF TREASURER

The Board 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) Exhibit at all reasonable times the books of account and financial records to any Director of the Organization, or to his or her agent or attorney, on request therefore.
- 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.liaison
- 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 a notice to the Board of the results of the audit.
- i) In general, 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 from time to time by the Board.

SECTION 6.7 COMPENSATION

The Executive Director shall be compensated. The other officers may or may not be compensated by the Organization.

SECTION 6.8 NONLIABILITY OF OFFICERS

Officers and Members with an employee serving as an Officer shall not be personally liable for the debts, liabilities, or other obligations of the Organization.

**ARTICLE 7
EXECUTIVE DIRECTOR**

SECTION 7.1 DUTIES OF THE EXECUTIVE DIRECTOR

The Board may appoint an Executive Director to manage the business affairs of the Organization on a daily basis. The Executive Director shall report to the Board and shall be subject to the oversight of the Board. The Executive Director of the Organization shall perform such undertakings as are necessary to manage the daily needs of the Organization, including:

- a) Schedule and set up meetings.
- b) Facilitate communication between Members.
- c) Act as the liaison to other consortia or associations with which the Organization may choose to associate.
- d) Provide Members with timely minutes, summaries and other reports with respect to the activities of the Organization as may be prepared by the Secretary or the Executive Director.
- e) Receive and process Membership Agreements and execute them on behalf of the Organization.
- f) In general, perform all duties incident to the office of Executive Director and such other duties as may be required by law, or by these Bylaws, or which may be assigned to him or her from time to time by the Board.
- g) The Executive Director may engage third parties to undertake such activities, provided that the Executive Director enters into appropriate contracts protective of the Organization, and ensures compliance with terms and conditions of this Agreement and of the financial policy as specified for the Organization at the time.

**ARTICLE 8
USE OF NAME**

SECTION 8.1 NAME

Adaptive Instructional System Consortium is the selected Name of this Organization. The Board may select a new Name in accordance with SECTION 5.17 . The Board will send reasonable advance notice to all of the Members prior to the adoption of any new Name.

SECTION 8.2 PROHIBITION ON REGISTRATION OF THE NAME

No Member shall register or attempt to register the Name or any name, trademark, or service mark confusingly similar to the Name, or register any second level domain name that uses the 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 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 8.3 PROHIBITION ON ASSERTION OF RIGHTS IN THE NAME

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

SECTION 8.4 REQUIRED USE OF THE NAME

The Members agree that when they refer to any Organization Specifications or Services, they will use the Name or use 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 Name on any product, advertising, or other materials in any manner. Each Member uses the Name at its own risk.

SECTION 8.5 LIMITATIONS ON THE USE OF THE NAME

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

**ARTICLE 9
COMMITTEES****SECTION 9.1 COMMITTEES**

The Board may designate and terminate Committees in accordance with SECTION 5.17. Such Committees shall have such rights and obligations as may be determined from time to time by resolution adopted by the Board.

SECTION 9.2 COMMITTEE MEMBERS

Member representatives on Committees shall be employees of the Members who appoint them, although the Board may, by resolution adopted at any time or from time to time, determine or change the qualifications for Member representatives on Committees.

The Board shall appoint or remove Chairs of Committees in accordance with SECTION 5.17.

SECTION 9.3 COMMITTEE PROCEDURES, RULES AND REGULATIONS

Each Committee may establish its own charter, setting forth procedures, rules and regulations for the conduct of such Committee. Such charter shall be subject to approval by the Board. Such charter shall not be inconsistent with the provisions of these Bylaws or with any resolution or action by the Board. Unless otherwise specified in the charter of a Committee or by any resolution or action by the Board, the rules of procedure for the Board shall govern the procedure of such Committee. Committee actions shall require the affirmative vote of at least two-thirds (2/3) of the members of a Committee unless otherwise specified in any resolution or action by the Board.

Each Committee may establish its own Work Groups to achieve the objectives of the Committee. Such a Committee may establish Work Group charters, setting forth procedures, rules and regulations for their conduct. Such charter shall be subject to approval by the Board. Such charter shall not be inconsistent with the provisions of these Bylaws or with any resolution or action by the Board.

SECTION 9.4 MEETINGS OF COMMITTEES

Each Committee shall keep regular records of its meetings. Committees shall transmit such meeting minutes to the Board or Secretary when required. The Secretary shall keep a book of Committee meeting minutes in accordance with SECTION 6.5, if applicable. Committee meetings may be held in person, via the telephone or the Internet or other means as agreed to by the Committee members.

SECTION 9.5 PUBLICATION OF COMMITTEE MATERIALS

All written materials finally approved by a standing or other Committee of the Board, and accepted by the Board, as necessary, shall be made available for inspection by any member of such Committee.

ARTICLE 10
EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS

SECTION 10.1 EXECUTION OF INSTRUMENTS

The Board, except as otherwise provided in these Bylaws, may by resolution 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 of and on behalf of the Organization, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent, or employee shall have any power or authority to bind the Organization by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

SECTION 10.2 DEPOSITS

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

ARTICLE 11
RECORDS AND REPORTS

SECTION 11.1 MAINTENANCE OF RECORDS

The Organization shall keep at its principal office:

- a) Minutes of all meetings of the Board and all meetings of Committees, recording therein the time and place of holding such meetings, whether regular or special, the names of those present or represented at the meeting, and the proceedings thereof, including ballots;
- b) Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses;
- c) A record of its Members, indicating their names and addresses and, if applicable, the class of membership held by each Member and the effective date and termination date, if applicable, of any membership;
- d) A copy of the Organization's Bylaws and Membership Agreement as amended to date;

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

SECTION 11.2 INSPECTION RIGHTS

Subject to such confidentiality and nondisclosure requirements as the Board may reasonably deem appropriate, or restrictions imposed via any confidentiality and nondisclosure agreement concerning any particular record, book or document, all Members shall have the right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect 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 11.3 RIGHT TO COPY AND MAKE EXTRACTS

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

SECTION 11.4 PERIODIC REPORT

The Board may cause any annual or periodic report to be so prepared and delivered within the time limits set by the Board.

**ARTICLE 12
AMENDMENT OF BYLAWS OR MEMBERSHIP AGREEMENT**

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

**ARTICLE 13
SEPARABILITY**

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.

**ARTICLE 14
MEMBERSHIP PROVISIONS**

**SECTION 14.1 DETERMINATION, RIGHTS AND
OBLIGATIONS OF MEMBERS**

The Organization shall have such classes of membership as set forth by ARTICLE 16. 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.

Among the benefits generally to be afforded to the Members are the right to attend meetings of the Members of the Organization and other documents as may be approved by the Board, 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 14.2 QUALIFICATIONS FOR MEMBERSHIP

The qualifications for membership in this Organization are as follows:

Any Member 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 annual dues as set forth in the Schedule of Fees and Dues applicable to its membership classification.

SECTION 14.3 ADMISSION TO MEMBERSHIP

Applicants qualified under SECTION 14.2, above, shall be admitted to membership upon affirmation of the Bylaws, the execution of a Membership Agreement and any relevant Attachments, payment of the applicable annual dues as set forth in the Schedule of Fees and Dues, and approval of the Board of Directors.

SECTION 14.4 FEES AND DUES

The annual dues payable to the Organization by each class of Members shall be established and may be changed from time to time by resolution of the Board. Initial dues shall be due and payable upon the Member's execution of the Membership Agreement and approval by the Board. Thereafter, yearly 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 14.5 NUMBER OF MEMBERS

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

SECTION 14.6 MEMBERSHIP ROLL

The Organization shall keep a membership roll 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 submitted to a vote of the Members. Termination of the membership of any Member shall be recorded in the roll, together with 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 be made available to third parties.

SECTION 14.7 NONLIABILITY OF MEMBERS

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

SECTION 14.8 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 Board, unless otherwise permitted in the Membership Agreement. A third party further may not assume any of a Member's rights or obligations under these Bylaws or the Membership Agreement incident to a Change of Control of Member, without the written consent of the Board. Any attempted transfer by a Member in violation of this Section shall be null and void.

SECTION 14.9 TERMINATION OF MEMBERSHIP

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

- a) Upon a failure to initiate or renew membership by paying dues on or before their due date, such termination to be effective thirty (30) days after a written notification of delinquency is given personally, electronically mailed, or mailed to such Member by the Secretary, Chair or Executive Director of the Organization or their designate. A Member may avoid such termination by paying the amount of delinquent dues within a thirty (30) day period following the Member's receipt of the written notification of delinquency.
- b) Upon written notice from the Member.
- c) Upon the affirmative vote of two thirds (2/3) of the Board, when the Board determines, 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, including the requirements for Membership as stated in SECTION 14.2, above, or the terms of the Membership Agreement. Termination of a Founder under this subsection requires unanimous vote of the Board minus that Founder under consideration for termination.
- 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 15
MEETINGS OF MEMBERS**

SECTION 15.1 PLACE OF MEETINGS

Meetings of Members shall be designated from time to time by resolution of the Board, which resolution shall specify the meeting place and time. At the discretion of the Board, meetings may be held in person or by any combination of audio, teleconferencing, or video conferencing techniques.

SECTION 15.2 NOTICE OF MEETINGS

Unless otherwise provided by the Bylaws, or provisions of law, notice stating the place, day and hour of the Members' meeting shall be provided not less than thirty (30) days in advance thereof for Regular Member Meetings and not less than fourteen (14) days in advance thereof for Special Member Meetings.

The primary means for the provision of notice shall be via electronic mail to the Member at the electronic mail address as it appears on the records of the Organization.

Whenever any notice of a meeting is required to be given to any Member of this Organization under these Bylaws, a waiver of notice in writing signed by the Member, whether before or after the time of the meeting, shall be equivalent to the giving of such notice.

SECTION 15.3 MEMBER ACTION

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

SECTION 15.4 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 techniques, unless otherwise required. Results of all Board voting shall be distributed to all Members by the Executive Director within thirty (30) days of each ballot.

SECTION 15.5 ACTION BY WRITTEN BALLOT

Except as otherwise provided under Bylaws, or provisions of law, any action which may be taken at any meeting of Members may also be taken without a meeting or in conjunction with a meeting if the Organization distributes a written ballot to each Member entitled to a vote.

Ballots shall be mailed or delivered in the same manner required for giving notice of membership meetings as specified in these Bylaws.

SECTION 15.6 CONDUCT OF MEETINGS

Meetings of Members shall be presided over by the Chair of the Organization or, in his or her absence by a Board Member designated by the Board. The Secretary of the Organization shall act as Secretary of all meetings of Members. In the absence of the Secretary, the presiding officer shall appoint another person to act as Secretary for that meeting.

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

**ARTICLE 16
MEMBERSHIP CLASSIFICATIONS**

This article describes classifications of members of the AIS Consortium.

SECTION 16.1 CHARTER MEMBERS

Charter members are those members who participated in the founding of the Organization prior to its official formation. A Charter Member must be a corporation, partnership, joint venture, trust, Limited Liability Company, business association, governmental entity, university or other organizational entity. All Charter Members must execute a Membership Agreement and any relevant Attachments thereto and pay the membership dues called for in the Schedule of Fees and Dues. Once unanimously approved by the Board, all Charter Members shall be entitled to all rights and bound to the obligations generally afforded and imposed upon all Members. In addition, Charter Members shall be granted the specific additional rights stated in this Section and shall be subject to the obligations stated in the Membership Agreement and any relevant Attachments thereto.

Among other benefits specifically afforded to Charter Members who remain in good standing are:

- a) to be listed (with a hyperlink to the Charter Member’s website) as a Charter Member on the Organization’s web site;
- b) to access any and all portions of the Organization’s website and any electronic transmissions there from via reflector. This right includes access to any “Charter Member only”, and “Members only” discussion groups and the Organization’s mailing lists (subject to any privacy policy that the Organization may adopt);
- c) to serve as chair of any Committee subject to any procedures for that Committee ;

- d) to participate in the activities of any Committee subject to any procedures for that Committee;
- e) to be listed as a Charter Member in all press releases of the Organization.

In addition to the foregoing, the Board may from time to time approve other benefits to which all Founders may be entitled.

SECTION 16.2 GENERAL MEMBERSHIP LEVELS

There shall be one general membership level as described herein. A Member must be a corporation, partnership, joint venture, trust, Limited Liability Company, business association, governmental entity, university or other organizational entity. All Contributor Members must execute a Membership Agreement and any relevant Attachments thereto and pay the membership dues called for in the Schedule of Fees and Dues. Once unanimously approved by the Board, all Contributor Members shall be entitled to all rights and bound to the obligations generally afforded and imposed upon all Members as defined in the membership agreement and shall be entitled to such benefits as the Board may approve from time to time.

In addition to the foregoing, the Board may from time to time approve other benefits to which all members are entitled.

**ARTICLE 17
SPECIFICATIONS**

A Specification of the Organization is a document that specifies processes, policies, procedures, and criteria for registering products or services, submitting products or services to make them available to Members or the public, certifying products or services, conducting research into or evaluating products or services, or performing similar actions. Specifications also include documents that the Organization intends to contribute to a standards development organization (SDO) for standardization, which contributions shall be made first to an IEEE standards committee and, if no IEEE standards committee accepts such contribution, to an accredited SDO whose principles are compatible with those of the Organization.