IDEAlliance
Policies & Practices
October 2014

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MANAGEMENT

1.0 Management
The Board of Directors is the leader of the Association, elected by its members. Under the Chairman’s leadership, the Board of Directors sets Association policy and provides ongoing oversight of the association’s activities, providing staff with appropriate guidance. The Board of Directors confers management and leadership of the Association upon the President and Chief Executive Officer of the Association. A staff employed by the Association supports the President and Chief Executive Officer.

2.0 Staff Responsibilities
Under the direction of the President and Chief Executive Officer, the staff of the Association will manage the Association in accordance with the Board-approved policies governing the operation of the Association.
Policies & Practices
2002-2
STATEMENT OF ETHICS

1.0 Statement
IDEAlliance helps build the tools that make it easier for organizations involved in media production to work together to move content most effectively and efficiently. IDEAlliance strives to exercise leadership in all of its activities. To do this, it is essential that each of us understands that IDEAlliance’s reputation for utmost integrity is a priceless asset, one from which we all benefit. IDEAlliance is committed to the highest standards of conduct and ethical behavior in all its relationships with public officials, other industry groups, its members and staff. IDEAlliance places the highest trust in the fundamental honesty and integrity of each employee and all others with whom it deals. Our job carries a responsibility to protect and enhance IDEAlliance’s reputation by our individual actions. This important obligation is one we all share. We expect candor from staff at all levels. Our system will not function without honesty in every aspect of our work. In sum, we all do, and should, take pride in the kind of organization we, both members and staff, have established. Honesty, openness, integrity, fairness and fundamental decency are the hallmarks of IDEAlliance.
1.0 Intent
IDEAlliance’s Records Retention Policy establishes criteria for retention and storage of all data and documents, in both paper and electronic form (“records”). It is the intent of IDEAlliance to retain and store its records consistent with the law and the need for archival, developmental, historical, and operating purposes.

It is IDEAlliance’s policy to maintain complete, accurate, and high quality records and to retain such records for their immediate use unless longer retention is required as set forth in this Policy.

IDEAlliance reserves the right to amend this Policy at any time and for any reason.

2.0 Responsibilities and Scope
The President and Chief Executive Officer of IDEAlliance shall be responsible for managing this Policy in consultation with legal counsel, to ensure that records retained by officers, directors, and employees are retained or destroyed in accord with this Policy.

Compliance with this Policy is essential to maintaining employee, company and patient confidentiality where necessary. IDEAlliance requires all employees to be familiar with and understand this Policy and the procedures set forth in this Policy regarding records retention and disposal.

This Policy applies to all types of records, including electronic records. Examples of documents covered by this policy include contracts, memos, letters, surveys, reports, work papers, electronic mail, publications, designs, plans, specifications etc.

All employees shall receive training as to this Policy, which is mandatory. New employees shall receive training during their orientation periods. If you have not received training or need clarification at any time please contact the President and Chief Executive Officer.

3.0 Procedures
IDEAlliance shall maintain complete and accurate records in a secure storage facility for the time periods set forth in this Policy. Following the expiration of the applicable time period, the records are to be destroyed by shredding, permanent deletion from electronic formats or otherwise as IDEAlliance may direct.

Paper records may be disposed of in two (2) ways: shredded or discarded in regular trash. All records which contain sensitive information including, but not limited to, social security numbers, employee personal information, and similar information should be placed in secure “shred-it” boxes for disposal by shredding. General correspondence, memos, and printed public documents may be disposed of through regular trash or recycling disposal.

Electronic disposal of files and e-mails shall occur concurrently with disposal of corresponding “hard copies.”
4.0 Automatic Suspension of Policy; Record Destruction Immediately to Cease

No officer, director, or employee of IDEAlliance knowingly shall destroy a record with the intent to obstruct or influence the investigation or proper administration of any matter within the jurisdiction of any government department or agency or any outcome in litigation.

If IDEAlliance is subject to any government investigation or audit or is involved in litigation (either with private persons or governmental entities) or if such investigation, audit or litigation is reasonably foreseeable or if IDEAlliance has reason to believe in the likelihood or probability of an investigation, audit or litigation, or if IDEAlliance has reason to anticipate an investigation, audit, or litigation, *this Policy is automatically suspended and all disposal of documents (electronic and non-electronic) immediately shall cease.*

“Reasonably foreseeable,” “reason to believe,” and “reason to anticipate” shall be construed broadly and liberally, in favor of suspension of this Policy, if there is any ambiguity or uncertainty as to the application of these terms to any given facts and circumstances. IDEAlliance’s attorney shall issue guidance following review of such facts and circumstances. IDEAlliance’s attorney will provide written instructions as to which items must be archived and preserved and which, if any, may continue to be disposed of based upon the written Policy set forth herein.

5.0 Record Retention Guidelines

5.1 Retention of IDEAlliance Work Product
An electronic source version of all IDEAlliance Specifications, Guidelines and other Work Products (See the IDEAlliance Program Operating Procedures Policy (2014-21)) shall be retained on a secure IDEAlliance archive server or backed up on digital media stored that is clearly labeled with the name of the Specification, the Version and the date and stored in a designated physical location in the IDEAlliance offices. Work Products of any IDEAlliance Program are required to be retained, indefinitely, over time as part of the permanent IDEAlliance digital archive. Archived Program Work Products do not have to be publically available, but must be available to IDEAlliance staff.

5.2 Public Availability of IDEAlliance Specifications and Schemas
IDEAlliance Specifications, particularly those providing XML industry schemas, must be stored in public archives with stable URL’s maintained over time. For example, all PRISM Specifications and Schemas, going back to PRISM 1.0 must be publicly available at the URL where originally posted (www.prismstandard.org/specifications/…). This will likely require using redirects to maintain the original URLs when underlying IDEAlliance website technologies and web content management systems change over time.

5.3 General Corporate Records
A. Articles of Incorporation, Bylaws and Amendments thereto: Permanent Archive
B. Minutes of Meetings of Board and Committees thereof: Permanent Archive
C. Copyright and Trademark Registrations: Permanent Archive
D. Real Estate Title Documents: Permanent Archive
E. Contracts and Leases (not otherwise specified herein): 8 years following termination (unless a longer period is specified in the contract)

5.4 Accounting, Finance and Tax Records

A. State and Federal Tax Returns, Filings, and Communications with Tax and Governmental Agencies: 8 years

B. Audited Financial Statements and Auditor’s Reports: Permanent Archive

C. Cash Journals and Charts of Accounts: 7 years

D. Schedules, Ledgers and Other Supporting Documentation Used in the Preparation of Financial Statements and Tax Returns: 8 years

E. Bank Reconciliations: 2 years

F. Canceled Checks, Check Registers, and Checking Account Monthly Statements: 7 years

G. Other Banking Records, Including Deposit Slips and Withdrawal Records: 3 years

H. Accounts Payable and Receivable: 7 years

I. End-of-Year Financial Statements: Permanent Archive

J. Budgets and Documents Used to Prepare Budgets: 2 years

K. Expense Accounts, Approvals, Petty Cash Records: 3 years

L. Warranty Claims/Claims of Damage: 8 years

5.5 Personnel Records, Payroll Records, and Pension Plan Records

A. Documents Related to Accepted Applications for Employment, Changes in Employment Status, Changes in Salaries or Benefits, Payroll Records, Leaves of Absence, and Sabbaticals: term of employment, plus 5 years

B. Employment Contracts: 7 years after termination of agreement

C. Applications For Employment Which Were Not Accepted: 4 years

D. Employee Evaluations: term of employment, plus 4 years

E. Employee Insurance Records: term of employment, plus 4 years

F. State or Federal “Equal Employment Opportunity” Documents: 5 years from date of final resolution or termination of employment, whichever is longer
G. Employees' Personnel Records, including Attendance Records, Medical History, Performance Evaluations, Termination Records, Exit Interviews: term of employment, plus 4 years

H. Records of Accommodation to Any Disabled Employee: term of employment, plus 5 years

I. Records of Leave Granted to Any Employee under the Federal or any State Family and Medical Leave Act: term of employment, plus 5 years

J. Records of any Sexual Harassment Complaints and Investigations and Actions Taken in Response: 4 years from date of final resolution or termination of employment, whichever is longer

K. Records Showing Employment Eligibility under the Immigration Reform and Control Act (I-9): 3 years after date of hire or 1 year after date of termination, whichever is later

L. Health-and Safety-related Records: 6 years following the end of the year to which the records relate

M. Pension Plan Records: duration of the plan plus 2 years or 6 years from the filing date of documents, whichever is longer (except any records necessary to determine the benefits due or which might become due to the plan’s participants, which must be kept indefinitely)

5.6 Insurance

A. Insurance Records: Permanent Archive

B. Accident Reports: 7 years following the end of the year to which the records relate

C. Appraisals: 7 years

D. Worker Compensation Claims: 7 years following the end of the year to which the records relate

E. Unemployment Insurance: term of employment, plus 4 years

5.7 Grants and Financial Assistance

Grant applications, responses to applications, and grant documentation: 5 years

5.8 Correspondence

Correspondence is to be kept for the retention period of the record which it supports. For example, a letter that constitutes all or part of a contract or that is important in the clarification of certain points in a contract: 8 years after termination of the contract

5.9 Correspondence and Documents Related to Denying Liability or Enforcing Rights

Correspondence and Documents Related to Denying Liability or Enforcing Rights of IDEAlliance: 8 years or as directed by legal counsel to IDEAlliance.
1.0 Framework
The sound investment of IDEAlliance’s reserves is an integral part of the association’s overall financial planning and financial strength. IDEAlliance’s investment policy is designed to provide an appropriate set of investment objectives, and identify a set of guidelines that IDEAlliance’s Investment Manager can use in formulating corresponding investment decisions. IDEAlliance will only purchase securities that are traded in an established market or offered by a mutual fund sponsor who can ensure sufficient liquidity. Adherence to this standard should ensure that the securities within the IDEAlliance portfolio would be readily marketable. Rated securities purchased by IDEAlliance will be limited to the Investment Grade categories of a rating service such as Moody’s or Standard & Poor’s. Non-convertible bonds must be rated “A” or better.

2.0 Investment Limitations
The various types of investment securities purchased by IDEAlliance may be influenced by projected cash flow requirements. At the beginning of each fiscal year the Finance Committee of the Board of Directors will determine an appropriate target for the organization’s asset allocation mix. The decision will be based on current market conditions and business needs:

A. Investments will be limited to holdings permitted under the rules set forth in the Prudent Investor Act of 1997.

B. The safeguards and diversity that a prudent investor would adhere to must be present.

C. All transactions undertaken on behalf of the account must be for the sole benefit of IDEAlliance.

3.0 Asset Allocations
The cash, investment and reserve funds of the Association will be divided into three categories as follows:

*Current operating funds* consisting of checking accounts in FDIC insured institutions and completely liquid money market funds. Checking accounts will be limited to meet the current operating requirements of the Association. The authorized officer or officers of the Association shall make investments.

*Long-term funds* consisting of common stock mutual funds and bond funds. These funds constitute the Association’s long-term emergency reserve monies and have as their investment goal a component of growth and income stream generation. The authorized officer or officers of the Association shall make investments.

*Intermediate funds* consisting of debt instruments with maturities of one-, two- and three-year terms. These instruments would consist primarily of certificates of deposit and no-load bond mutual funds. The authorized officer or officers of the Association shall make investments. At least three times a year, a report showing reserve status and investment performance will be prepared. This report will include investment strategy. At least once a year, the investment firm will meet with the Association authorized officer or officer(s).
4.0 Investment Objectives

A. The portfolio shall be managed with a goal to maintain an average market return within each respective investment class. Benchmark indexes will be reviewed and selected annually by the Association Officers and approved by the Finance Committee. Current income from the portfolio will be reinvested unless specifically designated for budget needs.

B. It is possible that principal may be utilized from time to time to satisfy budgeted cash needs.

5.0 Authorized Investments

The following categories of securities afford IDEAlliance the requisite latitude to satisfy the above objectives: Covered Call Options may be used when considered appropriate by the Investment Manager to enhance cash flows. IDEAlliance’s investment mix is structured to maintain the portfolio at Finance Committee-specified levels for international equities, U.S. stocks, and bond funds. The Investment Manager may not change this target investment mix without approval from the IDEAlliance Board of Directors. In the event that IDEAlliance’s Investment Manager changes its investment practices in a manner that significantly increases IDEAlliance’s exposure to risk (i.e., investment activity involving derivatives or covered call option activity), the Investment Manager will notify IDEAlliance of such changes. A custodian selected by the Finance Committee and approved by the IDEAlliance Board of Directors will hold IDEAlliance’s investment securities. IDEAlliance may delegate the purchase and sale authority for the IDEAlliance portfolio to a non-affiliated investment management company. Such investment activities will be conducted in accordance with this policy. The IDEAlliance Finance Committee will review, and if necessary, recommend to the Board of Directors, changes to the Investment Policy. The finances of the Association, including all its administrative entities, will be subject to an annual audit by an independent CPA firm, approved by the Board of Directors.
1.0 Arrears Terms
An IDEAAlliance Member three (3) months in arrears will be terminated if payment is not received after attempts have been made by IDEAAlliance staff to collect. A member company three (3) months in arrears may appeal its removal from the IDEAAlliance rolls if it can demonstrate that the delinquency is a result of a temporary business hardship and that the company will bring its dues current by the end of the next three-month period. Appeals must be in writing to the IDEAAlliance President and Chief Executive Officer and must be approved by him/her to continue membership for an additional three (3) months until payment is received.
1.0 Honorary Membership

The Board of Directors created the position of honorary membership for those individuals who have made major contributions to the organization and the industries that IDEAlliance serve and are now unemployed and/or retired. The IDEAlliance President and Chief Executive Officer is granted the authority to determine Honorary Membership.
1.0 Summary
As associations of competitors, trade associations must be vigilant to ensure that state and federal antitrust laws are respected. The general improvement of the industry benefits the public. This is why Congress granted the privilege of tax-exempt status to trade associations. Our focus must be the general improvement of our industry. We must refrain from actions, which either may suppress competition among members or give members a competitive advantage over non-members.

2.0 Background
Being fully committed to vigorous competition, IDEAlliance is equally committed to compliance with state and federal statutes, which protect competition. These statutes include state and federal antitrust laws, such as the federal Sherman Act, which make certain types of anticompetitive behavior, such as price fixing and boycotts, felonies punishable by imprisonment and severe fines. Violators are also subject to civil liabilities, including treble damages.

All members of IDEAlliance must be zealous to ensure that these state and federal statutes are respected, not only in the letter of the law but also, in the spirit of compliance. It is particularly important for members to understand the special responsibility, which attends the privilege of belonging to a tax-exempt association of competitors, joined together to advance the interest of the industry we share. While IDEAlliance looks to each member to fulfill this responsibility, IDEAlliance places a special burden on committee chairs, directors, officers, and staff, who are charged with ensuring the Antitrust Policy is respected at all times and in all circumstances.

3.0 Compliance
Each member of IDEAlliance shall be given a copy of this Policy. Compliance with this Policy is a requirement of membership. Violations of this Policy will subject the offender to sanctions, including expulsion from membership and referral to law enforcement authorities. We recognize that questions may arise in particular contexts. When such questions arise, they should be directed to the professional staff and IDEAlliance officers. It is the policy of IDEAlliance to resolve any doubt in favor of avoiding any conduct, which might be construed as anti-competitive. In a proper case, the opinion of legal counsel to IDEAlliance may be sought.

4.0 Guidelines
The Guidelines set forth below are not intended as a substitute for the duty of the member to become familiar with state and federal laws. Rather, they are intended to complement these laws.

A. No member shall take part, directly or indirectly, in any anti-competitive conduct. Certain types of anticompetitive conduct are described next and include violations that are called “per se” offenses. Conduct that falls in this category is automatically presumed to be illegal by the courts, and the absence of any actual harm to competition will not be a defense. Conspiracies falling in the per se category are likely to be prosecuted as criminal offenses, in addition to resulting in civil liability, and include the following:
- **Price-fixing agreements.** Agreements or understandings among competitors (or potential competitors) directly or indirectly to fix, alter, peg, stabilize, standardize, or otherwise regulate the prices paid by customers are automatically illegal (i.e. *per se* illegal). An agreement among buyers fixing the price they will pay for a product or service is likewise unlawful. “Price” is defined broadly to include all price-related terms, including discounts, rebates, commissions, and credit terms. Agreements among competitors to fix, restrict, or limit the amount of product that is produced, sold or purchased, may be treated the same as price-fixing agreements; this treatment would apply as well to agreements involving this type of conduct in providing services.

- **Bid-rigging agreements.** An agreements or understanding among competitors (or potential competitors) on any method by which prices or bids will be determined, submitted, or awarded are *per se* illegal. This includes rotating bids, agreements regarding who will bid or not bid, who will bid high and who will bid low, agreements establishing who will bid to particular customers, agreements establishing who will bid on specific assets or contracts, agreements that establish the prices firms will bid, and exchanging or advance signaling of the prices or other terms of bids.

- **Market or customer allocation agreements.** An agreement or understanding among competitors (or potential competitors) whose purpose is to allocate or divide markets, territories, or customers are illegal.

There are other activities that, though typically not subject to criminal prosecution, are nevertheless sensitive and may lead to investigations or litigation. These include the following.

- **Group boycotts.** An agreement with competitors, suppliers, or customers not to do business with another party may be found illegal as a boycott or “concerted refusal to deal.”

- **Exclusionary standard setting, certification or code of ethics.** Trade association standards-development, certification programs, and codes of ethics generally are procompetitive and lawful. Such activities may be found unlawful, however, if they have the effect of fixing prices or if they results in firms being unreasonably excluded from the market.

- **Vertical price-fixing agreements.** Agreements between suppliers and resellers that establish minimum resale prices may be unlawful in certain circumstances and in certain States, and if such action involves IDEAlliance it needs to be reviewed by IDEAlliance legal counsel before any such action is taken.

- **Tie-in sales.** A supplier conditioning the sale of one product on the customer purchasing a second product may be unlawful and if such action involves IDEAlliance it needs to be reviewed by IDEAlliance legal counsel and receive IDEAlliance executive approval before any such action is taken.

- **Exclusionary membership criteria.** Application of membership criteria with the intent or effect of excluding and disadvantaging others needs to be reviewed by IDEAlliance legal counsel and receive IDEAlliance executive approval before any such action is taken.
Other activities that also may be subject to investigation and potential litigation:

- **Joint research and development programs.** While not discouraged by the antitrust laws and potentially subject to some legislative protection, proposals for IDEAlliance involvement in these types of programs needs to be reviewed by IDEAlliance legal counsel and receive IDEAlliance executive approval before any such action is taken.
- **Lobbying.** While the IDEAlliance’s right to lobby is subject to First Amendment protections, lobbying activity to be undertaken needs to be reviewed by IDEAlliance legal counsel and receive IDEAlliance executive approval before any such action is taken.

B. No member shall make any effort to bring about the standardization of any service or product for any anti-competitive purpose proscribed by state and federal laws.

C. In conducting IDEAlliance committee meetings, the chair shall prepare and follow a formal agenda. Minutes of the meeting shall be distributed to all committee members. Approval of the minutes shall be obtained from the committee at its next meeting. A copy of the minutes shall be transmitted to the IDEAlliance headquarters, Attention: President, and held in Association’s files. Because of their sensitive nature, certain topics will not be discussed at meetings of the IDEAlliance unless otherwise advised by legal counsel. These prohibitions apply equally to all IDEAlliance sponsored social functions or other informal association gatherings. **Off-limit topics include:**

- prices, pricing methods, or terms or conditions of sale;
- pricing practices or strategies, including methods, timing, or implementation of price changes;
- discounts, rebates, service charges, or other terms and conditions of purchase and sale;
- price advertising;
- what constitutes a fair, appropriate, or “rational” price or profit margin;
- whether to do business with certain suppliers, customers, or competitors;
- complaints about the business practices of individual firms;
- the validity of any patent or the terms of a patent license;
- confidential company plans regarding future product or service offerings; and
- any ongoing litigation.

D. Speakers at committee and other IDEAlliance meetings shall be informed of the Antitrust Policy and the requirement that it be respected in their presentations.
1.0 Collected Information
IDEAlliance collects and maintains names, contact information and other information that assist IDEAlliance in identifying your interests as they relate to its services (e.g., interest in specific subject areas, attendance at committee meetings and conferences, job titles, etc.). Credit card or any other payment information is collected for use in connection with that single transaction only and is not retained thereafter unless the purchaser subscribes to and authorizes a recurring payment process. IDEAlliance collects this information through event registrations, publication sales, membership applications and other activities both online and offline. IDEAlliance does not track your specific activities on its website unless expressly authorized to do so, nor does IDEAlliance track your activity on any other website. IDEAlliance uses cookies on its website only to support its online shopping cart and to provide security for members-only content. Individuals and/or organizations, through their enrollment in IDEAlliance certification, training, and qualification programs, authorize their listing in IDEAlliance databases and its publicly available website.

2.0 General Guidelines
IDEAlliance uses collected information to contact you about events, publications, updates and other IDEAlliance services in which you may be interested. IDEAlliance may employ various type of media to contact you including, but not limited to, e-mail, messaging, fax, and regular mail. IDEAlliance will notify you prior to or at the time of collection of any information from you that will be used in a manner unrelated to the purpose for which the information is being collected. The notice will provide information about unrelated uses of that information and the choices available to an individual regarding unrelated uses of the collected information including the consequences, if any, of an individual's refusal to provide the requested information. Where unrelated uses are optional, users will be asked if they want their information used in this manner. Consent for unforeseen, unrelated use or third party distribution will be obtained through technological tools before engaging in this use. Users may change their mind at any time and withdraw their previously provided consent to any such uses.

3.0 Transfer of Information
IDEAlliance will transfer individually identifiable information from its database only to a third party that participates in a recognized privacy program, or has provided IDEAlliance written assurance that it will provide privacy protection for such information in a manner compatible with IDEAlliance’s own privacy policy.

Name and contact information will not be sold to any third party other than an IDEAlliance member organization that participates in a recognized privacy program, or has provided IDEAlliance written assurance that it will provide privacy protection for such information in a manner compatible with IDEAlliance’s own privacy policy. Information sold in this way will be available to such third party for one-time use only per purchase.

An e-mail list of attendees at a specific event, bereft of any other individually identifiable information, may be provided to exhibitors at that particular event if the exhibitor participates in a recognized privacy program, or has provided IDEAlliance written assurance that it will provide privacy protection for such information in a manner compatible with IDEAlliance’s own privacy policy.
policy. Information provided in this way will be available to that exhibitor for one-time use only and only in conjunction with the exhibitor’s booth at the relevant event.

4.0 Data Quality and Access
If you wish to access or correct individually identifiable information that IDEAlliance has previously collected, such as account or contact information, please contact Customer Service at:

   registrar@idealliance.org
   +1.703.837.1070

You will be provided with a copy of your current individually identifiable information and “opt-in” selections by e-mail, regular mail or fax along with instructions as to how to submit changes and corrections.

5.0 Enforcement
IDEAlliance is committed to making individual or systemic changes, as may be required, to correct complaints from anyone in regard to IDEAlliance’s database and the manner in which IDEAlliance uses his or her information. If you have such a complaint, please contact the Privacy Policy Enforcement Officer at:

   registrar@idealliance.org
   +1.703.837.1070

IDEAlliance will make every effort to inform customers of substantive changes to this policy prior to their implementation.
Policies & Practices
2003-9
SAFEGUARDING & CONTROL OF FUNDS

1.0 Overview
To insure financial control and member oversight the following procedures are instituted:

2.0 Procedures

A. The President shall be responsible for the safeguarding and control of all funds received by the Association.

B. The Senior Staff Executive for Finance and the President shall develop, in consultation with the Finance & Operations Committee, annual budgets that will layout financial plans and allocation of funds for the coming year. The Finance & Operations Committee shall review and recommend for approval by the Board of Directors.

C. An audit shall be conducted annually by an independent Certified Public Accountant (CPA).

D. The Association to hold fidelity bond insurance of $2 million.

E. Dual approval of checks equaling or exceeding $10,000, total per vendor monthly, with second signature by the President required for disbursement not in the Board approved budget.

F. The Senior Staff Executive for Finance has the authority to sign checks in the amounts greater than $10,000 for regularly scheduled payroll, rent and contractual debt service.

G. For contract approval:
   - President will review and approve contracts in excess of $50,000 annually within the Board approved budget.
   - Secretary/Treasurer will review and approve contracts in excess of $50,000 not allocated in the Board approved budget.
   - Contracts in excess of $100,000 require the approval of the Treasurer with review by the Finance & Operations Committee.

H. All employees shall be required to take at least five consecutive business days of annual leave each year.

I. The Treasurer shall review and approve interim financial statements, and travel and related expenses for the President.

J. The Senior Staff Executive for Finance is to prepare and have available all interim cash income statements for comparison to budget.
AUTHORIZATION OF ACCOUNTS PAYABLE

1.0 Overview
To insure and orderly processing and financial control the following procedures are instituted:

2.0 Procedures

A. All program related invoices greater than $100 will require the signature of the designated project manager prior to entry into the accounts payable system.

B. Staff designated by the program manager can sign program expenses less than $100.

C. All administrative and overhead costs require the signature of the Senior Staff Executive for Finance.

D. The Senior Staff Executive for Finance has the primary responsibility to sign all checks.

E. Non-reoccurring administrative expenses greater than $7,500, not covered in policy 2002-12, require the signature of the President and Senior Staff Executive for Finance.

F. The Secretary/Treasurer, President and Senior Staff Executive for Finance are on record with IDEAlliance bank of record as having signature authorization on the bank accounts.

G. The Treasurer will serve as back up in signing checks in excess of $10,000.

H. All travel and expense reimbursement requests by the President and CEO will be reviewed and approved by the Senior Staff Executive for Finance and then forwarded to the Treasurer for review and approval.

I. Senior Staff Executive for Finance is required to sign all travel and expense checks payable to the President.

J. The President is to sign all checks payable to the Senior Staff Executive for Finance.
Policies & Practices
2007-11
CONFLICT OF INTEREST

1.0 Conflict Of Interest Defined.
A person has a financial interest if a person has, directly or indirectly, through a business, investment or family relationship, any of the following:
   a) an ownership or investment interest in or with any entity or person with which or with whom IDEAlliance has a transaction or arrangement;
   b) a compensation arrangement with IDEAlliance or with any entity or individual with which or with whom IDEAlliance has a transaction or arrangement; or
   c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which or with whom IDEAlliance is negotiating a transaction or arrangement. "Financial interest" shall be broadly defined in the interest of encouraging disclosure.

2.0 Directors and Officers: Duty to Disclose; Procedure for Review and Resolution.
Any officer or director of IDEAlliance who has a direct or indirect financial interest in a transaction or arrangement with IDEAlliance (or any entity controlled by IDEAlliance) that may benefit personally such officer, director or employee ("Interested Person") shall disclose fully and promptly such financial interest and all material facts related thereto to the Board of Directors ("Board").
Following disclosure of the financial interest and all material facts related thereto to the Board of Directors, the Interested Person shall leave the Board meeting while the independent Directors, i.e., those with no conflict of interest in the matter, shall determine whether a conflict of interest exists.

If the Directors determine that a conflict of interest exists, they shall follow procedures addressing such conflict of interest, including, but not limited to, objectively determining that, notwithstanding such conflict of interest, the proposed transaction is on terms which are fair, ordinary and reasonable, based on the relevant market for comparable services or products, and, moreover, in the best interest of IDEAlliance.
A proposed transaction is not necessarily disqualified because of the presence of an actual or potential conflict of interest alerts the independent members of the Board, i.e., those who have no financial interest in the transaction, to exercise careful review to protect the interest of IDEAlliance.

3.0 Employees; Duty to Disclose; Procedure for Review and Resolution.
Any employee of IDEAlliance who has a direct or indirect financial interest in a transaction or arrangement with IDEAlliance (or any entity controlled by IDEAlliance) that may benefit personally such officer, director or employee ("Interested Person") shall disclose fully and promptly such financial interest and all material facts related thereto to the chief executive officer ("CEO") of IDEAlliance or such other person as the Board may designate. The CEO shall follow the procedure set forth above to review and resolve, if possible, the conflict. The CEO may refer the matter to the Board or its Executive Committee.

4.0 Compensation.
No Interested Person shall vote on any matter relating to his or her compensation, irrespective of whether said compensation is received directly or indirectly, from IDEAlliance. IDEAlliance shall endeavor to ensure that all compensation arrangements affecting Interested Persons are objectively fair, ordinary and reasonable based on the relevant market.
1.0 Staff
Employees qualify if they are employed at least the twelve (12) months of the fiscal year within which the incentive is to be paid. The President and Chief Executive Officer will determine the annual incentive package and review with the Officers to insure fiscal oversight.

2.0 President and CEO
The President and CEO will be provided an annual incentive. The President and CEO will provide to the Board Chair an annual performance objectives and proposed incentive. The Officers will review performance objectives at year-end to determine the incentive to be paid.

3.0 Audit and Payment
Annual incentives can only be paid after the approval by the Board of Directors of the annual audit for the fiscal year incentives are paid.
INTELLECTUAL PROPERTY POLICY

Summary
In all matters of intellectual property (IP) rights and procedures, the IDEAlliance intention is to benefit the public at large, while respecting the legitimate rights of IP owners. To promote the widest adoption of Work Product (as defined in the Program Operating Procedures Policy) IDEAlliance seeks to create Work Product from IDEAlliance Programs (as defined in the Program Operating Procedures Policy) that may be implemented on a Royalty-Free (RF) or reasonable and non-discriminatory (RAND) basis. Members that participate in IDEAlliance Programs and make contributions to which they or their member organization have essential intellectual property claims in any patent or patent application in any jurisdiction in the world that would necessarily be infringed by implementation of the Work Product, it is the Members responsibility to make that known so that the contribution can be set aside and IP rights can be respected.

1.0 Overview
In all matters of intellectual property rights, the intention of IDEAlliance is to benefit the public at large while respecting the legitimate rights of intellectual property owners. To promote the widest adoption of standards, IDEAlliance seeks to create Work Product that may be implemented on either a RF or RAND basis.

1.0 Application of Intellectual Property Policy
Only the affirmative act of joining a Program or otherwise agreeing to the terms of this Policy will obligate a Member to be bound by the terms and conditions of this Policy. The terms and conditions of this Policy shall apply to all Work Product including the Draft or Final Specifications. Within this Policy, the term Member shall include the individual as well as the organization the individual represents.

3.0 Received Member Contributions
In the course of its work, IDEAlliance receives Contributions (defined as ideas, inventions, intellectual property and/or documentation) submitted by Members which are reasonably understood by the Members at the time of submission to have been submitted for purposes of incorporation into Work Product.

3.1 Ownership
Members retain ownership of the intellectual property rights in their Contributions.

3.2 Copyright
To the extent that a Contribution is subject to a copyright, the Member grants a perpetual, non-exclusive, royalty-free, world-wide right and license to IDEAlliance under the Member's copyright rights in the Contribution to reproduce, publish, distribute, display, perform, distribute, sublicense and create derivative works of the Contribution.

3.3 Acknowledgement
Members acknowledge that IDEAlliance has no duty to publish or otherwise use or disseminate any Contribution.
3.4 **Confidentiality**
Members agree that no information in the Contribution is confidential and that IDEAlliance and its other Members may freely disclose any information in the Contribution.

3.5 **Disclosure**
Member must make a disclosure of the existence of any intellectual property rights in the Contribution at the time the Contribution is made or, if the intellectual property rights are not known to the Member at the time of the Contribution is made, as soon as practicable after such rights are known to the Member.

3.6 **Additional Disclosure**
When making a Contribution, Member must also make a disclosure if the Contribution (1) is likely to violate the intellectual property rights of any IDEAlliance Member or third party, or (2) is likely to subject the Work Product including Final Specification to licensing obligations that are not consistent with the licensing obligations set forth in Section 4.0 as applicable to the Program to which the Contribution is made.

3.7 **IDEAlliance Knowledge**
If IDEAlliance has knowledge from a Member or from of third party of any intellectual property rights in a Contribution affecting Work Product, IDEAlliance shall make note of the existence of such rights in the public disclosure area of the Work Product.

3.8 **Disclaimer**
IDEAlliance disclaims any duty to identify the existence or to evaluate the applicability of any claimed intellectual property rights in a Contribution, and takes no position on the validity or scope of any such rights. IDEAlliance will not make any claims or determinations as to whether any intellectual property in the Contribution is essential to the implementation of any IDEAlliance Work Product.

4.0 **Licensing Requirements**

4.1 **Licensing Goals**
IDEAlliance seeks to issue Work Product including Final Specifications that can be implemented on a RF or RAND basis. To this end, each Program Charter will include a reference to which basis, RF or RAND, the Work Product shall be subject to.

4.2 **Licensing Obligations**
As a condition of participating in a Program, each Member shall agree to make available under RF or RAND licensing terms, depending upon the Program Charter, any Essential Claims as defined in Section 7.0. This requirement includes Essential Claims that the Member owns and any that the Member has the right to license without obligation of payment or other consideration to an unrelated third party. The applicable RF or RAND licensing obligations are binding on Member for the life of the patent or other property containing the Essential Claims, regardless of changes in Program participation status or IDEAlliance Membership.

4.3 **Exclusion from Licensing Requirements**
A Member may request exclusion of specifically identified and disclosed Essential Claims from the applicable RF or RAND licensing requirements as set forth in the Program Charter.
4.3.1 **Exclusion with Continued Participation**
Exclusion of Essential Claims from the applicable RF or RAND licensing requirements may be sought by a Member who seeks to remain in the Program only if that Member indicates its refusal to appropriately license specific Essential Claims before the first publication of Work Product, including Draft Specifications, by specifically requesting such exclusion from the Chair of the Program. A Member who requests exclusion of Essential Claims may continue to participate in the Program. If any claims are made essential in Work Product such as a Draft Specification as a result of subject matter not present or apparent in the first published Work Product, a Member may request exclusion of these New Essential Claims, and only these claims, by using this exclusion procedure above before any subsequent publication of the Work Product.

4.3.2 **Exclusion and Resignation from Program**
A Member may resign from a Program after the first publication of Work Product such as a Draft Specification and be excused from all licensing commitments arising out of Program participation which may arise after the date of resignation.

4.3.3 **Joining an Already Established Working Group**
A Member who joins a Program after the first publication of Work Product must request exclusion of any Essential Claims no later than 45 days after the first publication.

4.3.4 **Exclusion Procedures for Pending, Unpublished Patent Applications**
Exclusion of Essential Claims in pending, unpublished patent applications or other such property follows the procedures for exclusion of issued claims and claims in published applications. Any exclusion of an Essential Claim in an unpublished patent application or property must provide either: (1) the text of the application or property; or (2) identification of the specific parts of the Work Product whose implementation makes the excluded claim essential.

4.4 **RF Licensing Terms**
A RF license to the Essential Claims:

A. shall be available to all, worldwide, whether or not they are IDEAlliance Members;

B. shall extend to all Essential Claims;

C. may not be conditioned on payment of royalties, fees or other consideration;

D. shall be made available as long as the Work Product such as Final Specification is in effect; and

E. shall have a term for the life of the property in question.
5.0 Disclosure Requirements

5.1 Requirement
Disclosure is required of a Member when either of the following are true: (1) a Member receives a Separate Disclosure Request from IDEAlliance or the Chair of a Program which is related to Work Product being developed by that particular Program; or (2) a Member has actual knowledge of an issued patent, published patent application or other property application which the Member believes contains Essential Claims.

5.2 Disclosure Requests
Separate Disclosure Requests will be automatically included in each Draft Specification as it reaches each new maturity level. Separate Disclosure Requests may be issued by IDEAlliance or the Program Chair to any Member suspected of having knowledge of Essential Claims.

5.3 Disclosure Statements
Where disclosure is required per Section 5.1, a Member will do so in a Disclosure Statement. Disclosure Statements must include: (1) patent number or property identification, but need not mention specific claims, (2) Program, and (3) the Work Product to which it applies. Disclosure Statements should be sent to the Chair of the Program.

5.4 Patent Claims
In the case of published patent applications, a Member's disclosure obligation in a Disclosure Statement extends to amended and/or added claims that have been allowed by the relevant legal authorities and that the Member believes to be Essential Claims. To satisfy the disclosure obligation for such claims, the Member shall either (1) disclose such claims in the Disclosure Statement or (2) identify in the Disclosure Statement those portions of the Work Product likely to be covered by such claims.

5.5 Disclosure of Pending, Unpublished Applications
If a Member includes claims in a patent application and such claims were developed based on information from a Program or IDEAlliance document, the Member must disclose the existence of such pending unpublished applications as the Member believes may have Essential Claims.

5.6 Good Faith Disclosure Standards
All Disclosures required by this Policy are limited to the personal knowledge of the individual Member who submits a Contribution or who submits a Disclosure Statement.

5.7 Timing of Disclosure Obligations
The disclosure obligation of this Policy is an ongoing obligation. Full satisfaction of the disclosure obligation may not be possible until later in the Work Product.

5.8 Termination of Disclosure Obligations
The disclosure obligations herein terminate when the final Work Product is published or when the Program terminates.
5.9 Disclosure Obligations of Third Parties
Invited experts or members of the public participating in a Program must agree to comply with the terms and conditions of this Policy including complying with the same disclosure obligations of Members and to the extent of their own personal knowledge.

6.0 Exclusion Handling

6.1 Procedure
If a request for exclusion has been made or if a patent, patent application or other property containing Essential Claims has been disclosed in a Disclosure Statement, but is not available on the applicable RF or RAND licensing terms per the Program Charter, this matter shall be brought to the attention of the President. The President will advise the Program whether to: (a) disband the Program; (b) direct the Program to exclude this area from the standardization effort so that the Work Product remains implementable; (c) make the implementation of the relevant portion of the Work Product optional so that the non-optional part remains implementable; or (d) suggest alternate licensing terms as proposed below in Section 6.2.

6.2 Alternate Licensing Terms
The President may make a Proposal that specifically disclosed technology be included in the Work Product even though such claims are not available according to the applicable RF or RAND licensing requirements of this Policy. The Proposal must explain: (1) why the chartered goals of the Program cannot be met without inclusion of the disclosed technology; (2) how the proposed licensing terms will be consistent with widespread adoption. The Proposal must include: (1) a complete list of claims and licensing terms of the proposed alternative arrangements; and, (2) a proposed new Charter for the Program. If the President determines that the Proposal is the best alternative consistent with the IDEAlliance mission then the Proposal shall be circulated for public comment and Program review. The Program will then need to recharter under the new terms. Members of the Program who are bound to RF or RAND terms are not released from their obligations by virtue of the Proposal alone. As with any newly chartered Program, new disclosures must be made along with possible exclusions. In order to expedite the process, the Proposal should consider whether additional claims would be excluded under the new charter and include such information in the Proposal.

7.0 Essential Claims

7.1 Definition
Essential Claims shall mean all claims in any patent, patent application or property in any jurisdiction in the world that would be infringed by implementation of the Work Product. A claim is infringed hereunder only when it is not possible to avoid infringing it because there is no non-infringing alternative for implementation. Existence of a non-infringing alternative shall be judged based on the state of the art at any time, for example when a Draft Specification becomes a Final Specification.

7.2 Exclusions to Essential Claims

7.2.1 Other claims in the same patent, patent application or property as containing the Essential Claims shall not be defined as Essential Claims solely due to the fact they are included in the same patent, patent application or property.
7.2.2 Essential Claims shall not include claims which would be infringed only by:

A. portions of an implementation that are not fully set forth in detail in the Work Product

B. enabling technologies that may be necessary to make or use any product or portion thereof that complies with the Work Product and are not themselves expressly set forth in the Work Product, or

C. the implementation of technology developed elsewhere and merely incorporated by reference in the body of the Work Product.

7.2.3 Essential Claims shall not include claims of design patents or design applications.
Policies & Practices
2014-14
PROGRAM OPERATING PROCEDURES

1.0 IDEAlliance Programs
Programs include, but are not limited to, Working Groups, Committees and Networks. Programs can develop and maintain technical specifications. Programs may also facilitate implementation of industry specifications through education, development of best practices, implementation guidelines, conformance testing, and interoperability demonstrations as well as to serve such other purposes approved by the President of IDEAlliance ("President") in accord with the tax-exempt status of IDEAlliance.

1.1 Program Formation
The launch of a new Program occurs in either of two ways: (1) when individuals or organizations with an affinity of interest submit a request to IDEAlliance to form a Program, or (2) when IDEAlliance Members request a new Program, such as a Technical Working Group, for a particular purpose.

1.2 Program Members
IDEAlliance Members may join an IDEAlliance Program as a representative of their member organization at any time. Program membership is held by the member organization not transferable to an individual. IDEAlliance has the option of establishing a special limited membership category for participation in a named Program. Those with limited membership may only join the IDEAlliance Program for which the limited membership category was established and designated.

1.3 Acceptance of Policies
By joining an IDEAlliance Program, each Member must agree to be bound by the IDEAlliance Intellectual Property Rights Policy (2011-19) and the IDEAlliance Antitrust Policy (2002-2). Each of these Policies will be re-affirmed at the beginning of every Program meeting, web conference or teleconference to remind Members about their agreement to abide by these Policies. In addition, both the Intellectual Property Policy and the Antitrust Policy are posted on the IDEAlliance website. The President shall have discretion to provide exceptions to the Intellectual Property Policy.

1.4 Program Composition
IDEAlliance Programs shall endeavor to strike a balance between technology providers/vendors and consumers of the technology. Each Member shall identify the member’s status as a vendor or technology consumer.

1.5 Removal of Members
A Member of a Program may be removed by the two-thirds majority vote of voting Members. Removal shall be for cause, defined as failure to pay dues, failure to participate if such failure is ongoing after warning has been issued, or breach of these IDEAlliance Program Operating Procedures, if such breach is not cured following warning within 30 days. If the voting or non-voting Member of a member organization is removed, the member organization shall be permitted to send a replacement representative. No refund of dues shall be made to any Member who is removed.
1.6 Resignation from a Program by a Member
Any Member may resign from a Program at any time by providing notice in writing to the Program Manager or the President. No refund of IDEAlliance dues shall be made to any Member who resigns.

1.7 Substitution of Temporary Representative
A Member who represents a member organization may designate a temporary voting representative as the substitute for a representative who, by reason of illness, incapacity, or similar cause, is not able to participate.

1.8 Invited Experts
Individuals with expertise useful to a Program may be invited to participate and contribute upon the recommendation of the IDEAlliance Program Manager and concurrence of the President. Invited Experts are non-voting participants of the Program. They are not required to join IDEAlliance. Invited Experts must agree to be bound by the IDEAlliance Intellectual Property Policy in order to join the Program.

1.9 Guests
In order to introduce a Program to prospective members, the Program Manager may invite one or more guests to participate in not more than two sessions or for a maximum term of sixty days, whichever will result in the shorter interval of participation.

2.0 Voting

2.1 Voting Members
While any employee of a member organization may participate in a Program, only one Member of that member organization shall be specified as the voting member.

2.2 Majority Vote
The majority vote of voting Members controls in all matters, except as otherwise provided in the Charter or in these Program Operating Procedures. In order to vote, the voting Member must be in good standing.

2.3 Submission of Matter for Voting; Voting Procedure
Only a voting Member may submit a matter for a vote. Voting shall occur in any form or via any medium selected by the Members. Voting may be either secret or open, as the Members may determine.

2.4 Recording of Votes
All votes shall be recorded by the Chair (as defined in Section 3.0) and the result of the vote reported to both voting Members and non-voting participants.

2.5 Closing of Vote
Voting shall be closed if additional votes cannot change the outcome at the conclusion of the voting period.
2.6 Failure to Respond to Calls for Votes
If a voting Member fails to acknowledge a call for a vote within the acknowledgment period, or having acknowledged the call, fails to vote within the voting period, it shall be the obligation of the person issuing the call to attempt to rectify the failure or learn the reason for the failure and report it to the Chair.

2.7 Temporary Failure to Respond
If a failure to acknowledge is caused by temporary incapacity or absence of a Member, then at the option of the person issuing the call for the vote, the matter either shall be set aside for the duration of the incapacity or the vote taken. The decision to delay the vote shall not prevent another voting Member from issuing a new call for a vote on the same matter. If the incapacity or absence exceeds 90 days, the Chair may declare the voting Member not to be in good standing by reason of failure to substantially participate.

3.0 External Communication
IDEAlliance will make all official communications for and on behalf of each Program to the public. All official communications are subject to final approval by IDEAlliance to ensure accuracy and compliance with applicable laws.

4.0 Work Product

4.1 Definition of Work Product
A Program may develop specifications, best practices, tools and services. All work of a Program ("Work Product") will be conducted in an open and inclusive fashion in compliance with the Antitrust Policy. All Work Product must be developed in compliance with the Intellectual Property Policy. The Program shall assume responsibility for the Work Product developed under its guidance subject, however, to the overall authority of IDEAlliance.

4.2 Intellectual Property Rights in Work Product

4.2.1 Ownership
IDEAlliance exclusively shall own all intellectual property rights (including but not limited to copyright(s), trademarks, patents and trade secrets), in the Work Product in relation to a Program subject to the obligation of IDEAlliance to transfer such intellectual property rights as provided in 5.2.2 below. No Member shall own any intellectual property rights in Work Product.

4.2.2 Transfer of Intellectual Property Rights
Intellectual property rights to Work Product shall be transferred by IDEAlliance in the event that IDEAlliance should: (a) cease operations as a trade association; and/or (b) decide to discontinue the development of Specifications in the focus area of a Working Group. These two conditions shall be referred to as “Trigger Conditions.” In the event of the occurrence of one or both of the Trigger Conditions, which continues for at least ninety days, a Working Group or Program shall have the right by resolution adopted by two-thirds affirmative majority of its Members in writing to require IDEAlliance to transfer all intellectual property rights in Work Product or Specification to another trade association or entity described in Internal Revenue Code (“Code”) Section 501(c) (3) entity (“Successor Entity) so long as each of the following conditions are met to the reasonable satisfaction of IDEAlliance:
(a) the Successor Entity must be in good standing and recognized by the IRS either as
described in Code Section 501(c) (6) (with a purpose compatible with the businesses of
the Members of the Program or in Code Section 501 (c) (3); and

(b) the Successor Entity must agree in writing to hold harmless and indemnify
IDEAlliance from and against any claims which may arise from or are related to the
transferred intellectual property rights. This indemnity, which includes, but is not limited
to legal fees and litigation expenses, extends to claims which arise from or relate to
events, acts, or omissions which pertain to any period prior to the transfer as well as to
claims which related to any period following the transfer.

This transfer obligation shall pertain only to such intellectual property rights which are: (a)
owned by IDEAlliance as of the date of the occurrence of the Triggering Conditions, and (b)
the direct result of efforts of a Program.

4.3 Work Product Approval
The approval of any IDEAlliance Work Product consists of technical approval and procedural
approval.

4.3.1 Technical Work Product Approval
Prior to release of Work Product, IDEAlliance requires peer review and the eliciting of technical
comments from parties outside of the Program. The goal is to be inclusive and receptive. The
Program shall give due weight and consideration to all such comments. The required comment
period for Work Product, including Specifications, is to be no less than 45 days. Multiple
comment periods may be allowed as required. Technical approval of any Work Product for
submission to IDEAlliance requires a majority vote of all voting Members of the Program.

4.3.2 Procedural Work Product Approval
After gaining technical approval of the Program, Members developing the Work Product
may submit a request for procedural approval to the President for final approval to post for
public access.

4.4 Specification Submission to Outside Standards-Setting Organizations
In some cases, IDEAlliance may wish to move a Specification to an outside standards-setting
organization such as, for example, ANSI, ISO or W3C. A majority vote of Program voting
Members and approval of the President is required in order to grant authorization to a Program
to send any specification to a third party standards-setting organization. Final approval of the
request for authorization is reserved to the President.

4.5 Joint Specification Development
In some cases, IDEAlliance may wish to jointly develop a technical specification with an outside
standards-setting organization. A majority vote of the Program voting Members and approval of
the President is required in order to grant authorization to a Program to jointly develop a
specification with an outside standards-setting organization. Final approval of the request for
authorization is reserved to the President. In the case of a jointly developed specification, each
organization participating must be give equal credit to the specification.
4.6 Out-of-Scope Activities
Each Program has a scope limited to its goals within IDEAlliance. A Program has no authority to conduct business as if it were an independent business entity. A Program has no authority to issue requests for proposals, enter into contractual arrangements, or seek independent funding or sponsorships. Such business activities may be conducted by IDEAlliance, but are out-of-scope for a Program.

5.0 Program Archive

5.1 Program Collaboration Website
IDEAlliance shall maintain a collaboration website for each Program to facilitate discussion of work items, call for votes, and voting of each Program on a collaboration site such as IDEAlliance Connect. Only issues related to the business of the Program should be hosted on the collaboration Website.

5.2 Maintenance of Documents
A Program shall archive and maintain official copies of documents in a repository accessible to Members and IDEAlliance. Official document copies should be archived in the Program Library on a collaboration site such as IDEAlliance Connect or on IDEAlliance servers.

6.0 Program Officers
Each Program shall elect, at a minimum, a Chair as a Member-leader. The Program Members shall have authority to create additional or alternate Program Officers, e.g., Co-chairs or Vice-Chairs. A Program Officer must be an IDEAlliance Member and a voting Member of the Program.

6.1 Relationship between Program Officers and IDEAlliance Program Manager
The Program Officers shall coordinate face-to-face meetings, meeting agendas and prioritization of work items with the IDEAlliance Program Manager for the activity. The Program Officers provide member leadership but the IDEAlliance Program Manager bears final responsibility to IDEAlliance.

6.2 Term of a Program Officer
Each Program may set its own term limits for Program Officers but such terms shall not exceed the maximum terms as set forth in Section 6.3.

6.3 Maximum Term of a Program Officer
A Program Officer may serve up to four years. This term can be extended by a maximum of four additional years upon request of a majority vote of the Program Members and at the discretion of the President.

6.4 Break of Consecutive Term of a Program Officer
A period of two years is defined as a "Break of Consecutive Term" for a Program Officer. After a Break of Consecutive Term, an individual who has retired as a Program Officer after having served the maximum term, may once more stand for election and serve as a Program Officer.

6.5 Resignation of a Program Officer
A Program Officer may resign at any time by providing notice in writing to the President. The Vice-Chair or Co-Chair will provide ongoing leadership until new elections take place. In the case there is no Co-Chair or Vice Chair, the IDEAlliance Program Manager will provide leadership until election of a new officer is complete.
6.6 Removal of a Program Officer no longer employed by an IDEAlliance Member Organization
A Program Officer will be removed if an IDEAlliance member organization no longer employs them. Individual IDEAlliance membership is tied to corporate IDEAlliance membership and is a requirement for every Program Officer. The Vice-Chair or Co-Chair will provide ongoing leadership until new elections take place. In the case there is no Co-Chair or Vice Chair, the IDEAlliance Program Manager will provide leadership until election of a new officer is complete.

6.7 Removal of a Program Officer by the Program Group
A Program Officer may be removed at any time for cause or without cause by a two-thirds majority vote of the Program Members. The Vice-Chair or Co-Chair will provide ongoing leadership until new elections take place. In the case there is no Co-Chair or Vice Chair, the IDEAlliance Program Manager will provide leadership until election of a new officer is complete.

6.8 Removal of a Program Officer by IDEAlliance
The President may remove a Program Officer at any time for cause or without cause. The Vice-Chair or Co-Chair will provide ongoing leadership until new elections take place. In the case there is no Co-Chair or Vice Chair, the IDEAlliance Program Manager will provide leadership until election of a new officer is complete.

6.9 Reconfirmation of a Program Officer changing employment from one IDEAlliance Member Organization to another IDEAlliance Member Organization
A Program Officer must be reconfirmed if he/she changes employment from one IDEAlliance member organization to another IDEAlliance member organization. Reconfirmation will be by a majority vote of the Program Members.
The following Agreement authorizes the use of speaker presentations and materials as part of IDEAlliance Training Programs or the proceedings of IDEAlliance Events:

**Presentation Agreement**

IDEAlliance looks forward to your participation at our ______________________________ ("hereby known as “Event”), to be presented on ______________________ (Date/Year held or posted). If there is more than one presenter, the word “you” as used herein refers to all presenters jointly and severally. All presenters must sign this Agreement.

As part of your presentation (“Presentation”) at the Event, you will be creating and providing materials for use at the Event, e.g., outline, PowerPoint™ display, article, diagrams, videos, etc. (“Materials”).

IDEAlliance will be recording your Presentation and publishing it and the Materials in varying formats and in multiple forms of media.

In consideration of your participation at the Event, you grant to IDEAlliance an exclusive, royalty free, world-wide license, to record your Presentation in any format, including but not limited to, audio-visual, print, audio-recording, electronic, Internet, CD-ROM, computer-readable, etc. (“Recording”) and to publish the Materials and the Recording as part of the proceedings of the Event, in whole or in part, including but not limited to any reprints and republications, e.g., anthology, compendium, archive, etc., and to so publish in any licensed or sublicensed outlet. IDEAlliance will acknowledge you as the presenter and will state its publication of the Materials and Recording is with the permission of the presenter. You acknowledge that IDEAlliance is not obligated to pay any royalties to you from or in connection with IDEAlliance’s use of the Materials or Recordings under this Agreement even if IDEAlliance charges for access to the Materials and Recordings.

You retain ownership of your Materials and Presentation content. If and to the extent that you desire to register the copyright in your name to the Materials or to your Presentation content, you undertake this task at your expense. IDEAlliance will cooperate with you by providing to you copies of the published Materials for you to submit in connection with your application for the federal copyright or in foreign states. If you are an employee of a government which requires the Materials to be part of the public domain, please so state and identify your employer: ________________________________.

The license granted to IDEAlliance is exclusive to the recording even as to you, in that you may not use the Recording for any purpose without the prior written permission of IDEAlliance. With respect to your Presentation and Materials, (a) you may grant licenses to anyone else relating to your Materials and your Presentation to be recorded at a time other than during the Event, (b) you may permit the Materials to be published by another publisher and (c) you may use the Materials for your own purposes.
IDEAlliance owns the copyright to the Recording and use of that Recording is only pursuant to the terms and conditions herein.

This Agreement is for a term equal to the life of any copyrights existing in the Materials or Presentation.

You warrant the following:

1. you are the author and own all legal rights including copyrights to the Materials and to your Presentation and that you have the right to grant the above license to IDEAlliance.
2. you have granted no licenses or other transfer to any person or entity with respect to your Materials or Presentation which may conflict with the license granted herein to IDEAlliance.
3. if applicable, you have secured from your employer the right individually to own the copyright to the Materials and Presentation. If your employer owns the copyright, you warrant that you have authority to sign this Agreement on behalf of your employer which is regarded as the “Author.”
4. to your knowledge as of the date of this Agreement, the Materials and Presentation do not libel anyone, invade anyone’s privacy, infringe anyone’s copyright, or otherwise violate any statutory or common law right of anyone.

You agree to indemnify IDEAlliance (including its reasonable legal fees and litigation expenses) against any claim or legal action alleging facts, which, if true, constitute a breach of any of the foregoing warranties.

This is the entire agreement between you and IDEAlliance. It may be modified only in writing. It will bind and benefit our respective successors in interest, including assignees, and licensees.

Author

Presentation Title: _______________________________________________________________

Name (printed): _______________________________________________________________

Signature: __________________________ Date Signed: __________________________

IDEAlliance

Name of Representative/Title: ___________________________________________________

Signature: __________________________ Date Signed: __________________________
WHISTLEBLOWER POLICY

1.0 General
IDEAlliance ("Organization") Statement of Ethics (Policy 2002-2) ("Statement") requires directors, officers and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of the Organization, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

This whistleblower protection policy is intended: a) to prevent, detect, and correct improper activities; b) to encourage directors, officers, and employees to report what they believe in good faith are: 1) material violations of law or of the Organization's policies; or 2) any questionable accounting or audit practices by the Organization or by its directors, officers, employees, agents or other representatives; c) to establish a procedure regarding the receipt, documentation, and retention of records and resolution of reports concerning the above matters; and d) to protect directors, officers, and employees from retaliation for reporting the above matters.

2.0 Reporting Responsibility
All directors, officers, and employees are required to report what they believe in good faith are: 1) material violations of law or of the Organization's policies; or 2) any questionable accounting or audit practices by the Organization or its directors, officers, employees, agents or other representatives in accordance with this whistleblower policy. Such matters include, but shall not be limited to: a) reporting false or misleading information in financial statements, tax returns or other documents; b) providing false information to or withholding material information from directors, officers, accountants, auditors, attorneys and other professionals; c) private inurement, impermissible private benefit, theft, embezzlement and other improper or illegal activities; d) violations of the Organization's conflict of interest policy, whistleblower policy, records retention policy and other published policies and procedures; and e) illegal discrimination based on race, sex, sexual orientation etc.

3.0 No Retaliation
No director, officer or employee who, in good faith, reports a violation of the above matters shall be harassed, threatened, discriminated against, discharged or subjected to other forms of retaliation or other adverse consequences. Any person who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment or dismissal. This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns within the Organization prior to seeking resolution outside the Organization.

4.0 Reporting Violations
Employees are encouraged to share their questions, concerns, suggestions or complaints with their supervisor, manager, or anyone else who can address them properly. In most cases, an employee's supervisor is in the best position to address an area of concern. However, if an employee is not comfortable speaking with his or her supervisor, the employee is not satisfied with the supervisor's response, or the employee feel his or her concerns are not being properly addressed, the employee is encouraged to submit reports or otherwise communicate with the
President, the Chairman of the Board, or anyone else in management with whom the employee feels comfortable in approaching. Directors and officers, similarly, may submit questions, concerns, suggestions or complaints to the President or the Chairman of the Board or with each of these persons.

While oral reports will be accepted, the preference is for a written report to be created initially or subsequent to an oral report.

Supervisors, managers and anyone else who receives a report are required to send the report to the Organization’s Compliance Officer, who has specific and exclusive responsibility to investigate all reported violations. For suspected fraud, or when you are not satisfied or uncomfortable with following the Organization’s open door policy, individuals should contact the Organization’s Compliance Officer directly.

5.0 Compliance Officer
The Organization’s Compliance Officer is responsible for investigating and attempting to resolve promptly all reports filed in accordance with this policy. The Compliance Officer shall notify the sender and acknowledge receipt of the reported violation or suspected violation within five (5) business days of his/her receipt of the report. All reports shall be promptly investigated and the Compliance Officer shall determine whether the allegations set forth in the report are true and what action, if any, is necessary to resolve the matter set forth in the report. The Compliance Officer shall issue a full report to the Board of Directors (“Board”).

The Board shall be authorized: 1) to investigate all matters raised in reports submitted by the Compliance Officer in accordance with this policy, including, but not limited to, concerns or complaints concerning accounting and audit practices and internal financial controls; 2) to retain outside counsel, accountants, private investigators or any other third party deemed reasonably necessary to conduct a full and complete investigation of the allegations set forth in the report; and 3) to take appropriate corrective action, if warranted.

6.0 Accounting and Auditing Matters
The Finance & Operations Committee of the Board shall address all reported concerns or complaints regarding corporate accounting practices, including, but not limited to, internal controls and audit procedures. The Compliance Officer shall immediately notify the Finance & Operations Committee of any such reports and shall work with the Finance & Operations Committee until the matter is resolved.

7.0 Acting in Good Faith
Anyone filing a complaint or report must act in good faith and have reasonable grounds for believing the information disclosed indicates a violation of any matter set forth therein. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious offense subject to disciplinary action.

8.0 Confidentiality
Complaints and reports of violations or suspected violations of any matter set forth herein may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports and complaints of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.
Policies & Practices
2014-17
BOARD OF DIRECTORS ATTENDANCE & TENURE

1.0 Purpose
This policy is intended to support full contribution of all Board Members.

2.0 Definition
A Board-attendance problem occurs if any of the following conditions exist in regard to a Board member's attendance to board meetings: The member has two (2) un-notified or notified absences within a year ("un-notified" means the member did not call ahead to a reasonable contact in the organization before the upcoming meeting to indicate they would be absent from the upcoming meeting).

3.0 Response
If a Board-attendance problem exists regarding a member, the Board Chair will promptly contact the member to discuss the problem. The member's response will promptly be shared by the Chair with the entire Board at the next Board meeting. In that meeting, the Board will decide what actions to take regarding the Board member's future membership on the Board. If the Board decides to terminate the Board member’s membership, termination will be conducted per this policy. Board Chair will call the member to notify him or her of the Board’s decision to terminate the member's Board membership per the terms of the Board Attendance Policy. The Board of Directors at its discretion may appoint a new Director in accordance with the Bylaws or leave the position unfilled.

4.0 Director Tenure with Change in Company Affiliation
The position of Director is the combination of the expertise and experience of the individual and the affiliation with a Member Company. A Director will voluntarily and automatically submit his/her resignation from the Board of Directors when the Member Company is closed for bankruptcy or acquired by a company that is not a member of the Association. When a Member Company is acquired by a Member Company or a Member Company spins-off a division or group, the acquiring company will be notified a representative from their company serves on the Board of Directors and request whether that individual can continue to serve as a Director. The acquiring company cannot name a new individual to replace a Director. With open Director position(s) the Board of Directors may appoint a new Director in accordance with the Bylaws or leave the position unfilled until the next nomination and election cycle.
Policies & Practices
2011-18
MTAC REPRESENTATIVE GUIDELINES

IDEAlliance Representative to US Postal Service Postmaster General’s Mailers’ Technical Advisory Committee (MTAC) Guidelines

1.0 Overview
The IDEAlliance Mailers’ Technical Advisory Committee (MTAC) Representative is an appointment made solely by the CEO of IDEAlliance in consultation with the Current and Past Chairs of the Postal Operations & Technologies Committee (POTC) and approval by the Board of Directors.

2.0 Criteria for Appointment
The criteria for appointment are:
1. Active member of IDEAlliance;
2. Three of the following:
   • Active participation in IDEAlliance Postal initiatives for 5 or more years;
   • Demonstrated leadership in industry groups and MTAC;
   • Chairing of IDEAlliance working groups; and
   • Established relationships with US Postal Service executives and industry leaders with in-depth knowledge of personalities, process, and politics.
3. Ability to serve as a spokesperson for the interests of IDEAlliance members and to perform in a leadership capacity on MTAC;
4. Commitment by the employer and representative to meet the obligations of being an MTAC representative and be responsible for all related time, travel, and expenses; and
5. Consideration will be given to companies currently not represented on MTAC.

3.0 Responsibilities
The Representative will:
1. Engage in MTAC by attending MTAC meetings, participating in work groups, and serving in leadership positions;
2. Participate on the IDEAlliance Postal Operations & Technologies Committee and select task forces and working groups;
3. Report on developments of MTAC at IDEAlliance committee meetings;
4. Prepare for distribution a high-level summary of each quarterly MTAC meeting;
5. Advise the CEO of IDEAlliance on strategy and tactics to promote the agenda of IDEAlliance.

4.0 Term of Office
The Representative will have the following term of office:
1. Three (3) consecutive terms with each term being two (2) years or maximum of six (6) years;
2. The CEO of IDEAlliance retains the right to extend the term of the Representative for one (1) additional term or two years; and
3. Former Representatives may be considered for re-appointment after a minimum of two (2) years following his/her departure.
4. Under no circumstances should the Representative’s employer construe that that company has the right to name or fill the position with a representative from that company.
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