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CommonAI

GOVERNANCE FRAMEWORK

Adopted with effect from 16 October 2026

PUBLIC VERSION

CommonAI C.I.C.

Community Interest Company limited by guarantee

Registered and regulated in England and Wales

Company Number: 16148520

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1. COMMONAI MISSION AND PROGRAMMES

1.1 The overall mission of CommonAI C.I.C. (**CommonAI**) is to promote the creation and use of safe and responsible artificial intelligence and machine learning technologies globally for community benefit, by helping start-up companies and other organisations (such as financial institutions, government agencies, and research institutions such as universities) around the world harness safe and responsible artificial intelligence and machine learning through managed development (including release to the open source where it is appropriate, safe and responsible so to do).

1.2 CommonAI aims to achieve its mission through working on collaborative programmes (**Programmes**) with the start-up companies and other organisations that form its membership (**Members**).

2. COMMONAI'S LEGAL AND REGULATORY FRAMEWORK

2.1 CommonAI is a community interest company limited by guarantee that is incorporated, registered and regulated in England and Wales with company number 16148520.

2.2 CommonAI is governed by its Articles of Association (**Articles**), a legal document which sets out its community purpose, its non-profit status and the powers of its Board of Directors.

2.3 In line with its global mission and regulated status, CommonAI's community purpose is to:

"*carry on activities which benefit the community and in particular (without limitation) to promote the creation and use of safe and responsible artificial intelligence and machine learning technologies and the libraries and data required to create and use such technologies*" (Article 5).

2.4 CommonAI is a regulated non-profit in England and Wales and its independent regulator is called the Office of The Regulator of Community Interest Companies, or 'CIC Regulator'. There are restrictions under English law on what CommonAI can do as a community interest company. This includes that its Board of Directors must ensure that:

2.4.1 all of CommonAI's activities are directed at its community purpose;

2.4.2 all of CommonAI's assets and any surpluses are used for community benefit, not private gain; and

2.4.3 CommonAI and its resources are not used for political activities.

2.5 As a community interest company limited by guarantee (not a company limited by shares), CommonAI does not have share capital that can be bought out. CommonAI has constitutional, statutory members (who are also referred to as guarantors) who, broadly speaking, perform a similar role to shareholders in a company limited by shares. As noted in paragraph 3.5, the term Members used in this Governance Framework does not refer to these constitutional members but instead to CommonAI's contractual members.

2.6 This document defines CommonAI's governance and day-to-day operating model as it relates to Programmes and CommonAI's relations with its Members.

2.7 For the avoidance of doubt, nothing in this Governance Framework prevents CommonAI from providing services to Members or non-Members under separate agreements.

2.8 This Governance Framework is subject and subsidiary to CommonAI's Articles and to the law applicable to CommonAI as a community interest company.

3. MEMBERS

3.1 CommonAI delivers its mission through working collaboratively with Members on Programmes.

3.2 To enable a wide variety of Members to participate, CommonAI has three tiers of Members with differing commitments (including fees) and benefits:

3.2.1 Platinum Members;

3.2.2 Gold Members; and

3.2.3 Silver Members.

3.3 All Members:

3.3.1 benefit from participating in at least one CommonAI Programme, and this participation includes access to embargoed intellectual property, trade marks, CommonAI compute capacity (at Member rates), training and events;

3.3.2 participate in Programme governance, and their Representatives may apply for Programme-specific roles (which may include contributor, committer, maintainer and reviewer) as defined from time-to-time in the relevant Programme Charter or otherwise in CommonAI's general roles policy available here: https://commonai.org/policies/approved/general-roles-policy.html; and

3.3.3 contribute fees and make available full-time-equivalent (**FTE**) resources to Programmes in which they are participating on a hypothecated basis, with a minority of fees contributed to CommonAI's common overheads,

in line with the terms of their membership agreement with CommonAI.

3.4 A company or organisation becomes a Member once it has entered into a legally-binding membership agreement with CommonAI, on terms agreed by CommonAI, to govern the terms of its membership, including the points set out at paragraph 3.3 above.

3.5 For the avoidance of doubt, Members are not constitutional members of CommonAI as a community interest company under company law.

Programme Accounts

3.6 Among the benefits for Members are Programme Accounts. CommonAI will issue Programme Accounts to a Member as set out in that Member's membership agreement, for use by that Member's Representatives who participate in Programmes. The number of free Programme Accounts is governed by the Member's tier and the fees that it contributes. Additional Programme Accounts may be issued by CommonAI at its discretion, for a charge that covers its costs of maintaining them.

3.7 In line with CommonAI and Programme policies, Programme Accounts must always be used when working on a Programme and each Programme Account is personal to one participant. This is to ensure it is clear to everyone when Members' Representatives are working

collaboratively under CommonAI and Programme policies including on intellectual property and data protection, or when they are communicating on behalf of their company/organisation. For the benefit of all Members, Members' Representatives who participate in Programmes will be required to confirm their adherence with CommonAI and Programme policies on a periodic basis. Programme Accounts must not be used for personal matters or non-CommonAI or non-Programme business.

commonai.org accounts

3.8 CommonAI will also issue commonai.org accounts to members of the Board of Directors and to Programme Directors, as well as CommonAI personnel. In line with CommonAI policies, commonai.org accounts must always be used for Board of Directors matters and for any external communications on behalf of CommonAI (where such communications are permitted under the terms of this Governance Framework and CommonAI policies), and must not be used for personal matters or non-CommonAI or non-Programme business.

CommonAI and Programme assets and workspaces

3.9 CommonAI owns (or otherwise has a right and licence to use), as community assets, all CommonAI and Programme assets and workspaces, including (but not limited to) any CommonAI and/or Programme code repositories (including GitHub), accounts and their content, social media accounts, domain name registrations, trade and service marks.

3.10 For the avoidance of doubt, administration of all CommonAI and Programme spaces, including accounts, will be by CommonAI personnel and such accounts will not be administered by any Member personnel, whether they are Programme Directors, or members of the Board of Directors, Steering Committees or Technical Committees.

4. PROGRAMME GOVERNANCE

4.1 Under delegated authority from the Board of Directors and subject to this Governance Framework, there shall be for each Programme the following:

4.1.1 a Steering Committee;

4.1.2 a Programme Director; and

4.1.3 a Technical Committee.

4.2 As described in (and subject to) this Governance Framework:

4.2.1 Programmes may also have subsidiary Working Groups; and

4.2.2 Member Representatives may be appointed to Programme-specific roles (which may include contributor, committer, maintainer and reviewer) as defined from time-to-time in the relevant Programme Charter or otherwise in CommonAI's general roles policy available here: https://commonai.org/policies/approved/general-roles-policy.html.

4.3 Each Programme:

4.3.1 shall have a **Programme Charter** that describes the aim(s) of the Programme and the terms that apply to that Programme;

4.3.2 shall have a **Programme Roadmap** that defines, on an at least annual basis, the current workplan for each Programme, including high-level targets, major milestones and overall prioritisation of target features;

4.3.3 shall define a **Programme Embargo Management Process** to govern the process for setting embargo periods and for releasing (to the public or otherwise) and/or patenting Programme intellectual property at the end of, and in certain cases during, any applicable embargo period, in accordance with this Governance Framework and CommonAI policies (including CommonAI's IP Licence and Policy and any CommonAI policy on embargo management processes generally); and

4.3.4 may have subsidiary policies and procedures applicable to that Programme,

provided always that, if there is any conflict or ambiguity between a term of:

4.3.5 this Governance Framework;

4.3.6 CommonAI's IP Licence and Policy;

4.3.7 any other CommonAI-level policy (including on embargo management processes generally); or

4.3.8 any of the Programme-level documents listed in paragraphs 4.3.1 to 4.3.4 above,

then a term contained in a document higher in the list shall have priority over one contained in a document lower in the list, unless a Programme Charter or Programme Embargo Management Process explicitly overrides it, in which case that Programme Charter or Programme Embargo Management Process (as applicable) shall have priority in respect of that term only.

4.4 The rules for developing, adopting and changing Programme Charters, Programme Roadmaps, Programme Embargo Management Processes and subsidiary policies and procedures are set out in this Governance Framework.

5. BOARD OF DIRECTORS: ROLE AND RESPONSIBILITIES

5.1 CommonAI has a Board of Directors. They are the legal directors of CommonAI for the purposes of English company law and acting collectively are known as the **Board of Directors**.

5.2 Each director on the Board of Directors owes legal duties to CommonAI. Together, the directors are collectively responsible and accountable for:

5.2.1 the management of CommonAI, including its staff, legal compliance, accounting, company filings and finance;

5.2.2 the delivery of CommonAI's community purpose for community benefit, including the strategic direction of CommonAI, and its performance against objectives and strategy; and

5.2.3 ultimate oversight of Programmes (including by deciding on appeals against decisions of subsidiary committees and roles).

5.3 The Board of Directors' powers include the following, which may be exercised and/or delegated at the sole discretion of the Board of Directors:

Programmes

5.3.1 establishing and overseeing Programmes including:

(a) approving each Programme Charter and any changes to a Programme Charter;

(b) approving the first Programme Roadmap for any Programme;

(c) approving any changes/additions to an existing Programme Roadmap on which a Programme Steering Committee is unable to agree; and

(d) approving a Programme Embargo Management Process and any changes to a Programme Embargo Management Process;

5.3.2 appointing and replacing Programme Directors in accordance with paragraphs 11.1 and 11.5 and approving any appointment by a Programme Director of an alternate in accordance with paragraph 16.4;

5.3.3 making appointments of one voting member and any number of non-voting observers of Programme Steering Committees in accordance with paragraph 9.1;

5.3.4 approving any proposals to release Programme Intellectual Property to the public at the end of, and in certain cases during, any applicable embargo period (such approval shall be deemed to have been given if the Board of Directors has not confirmed or objected within 10 days of being notified of the proposal by the relevant Steering Committee);

5.3.5 where deemed appropriate, changing the embargo period length for any intellectual property contributed to a Programme, in accordance with CommonAI's IP Licence and Policy, any CommonAI policy on embargo management processes generally, and the Programme Embargo Management Process;

5.3.6 hearing and deciding on appeals against decisions or other matters arising from or in connection with subsidiary committees and roles (including, for the avoidance of doubt, Programme Steering Committees and Programme Directors), including:

(a) appeals against any objection by a Programme Director to a nomination by a Member of an individual to be appointed to a Programme Steering Committee, in accordance with paragraph 9.6; and

(b) appeals against any decision by a Programme Director taken on behalf of a Steering Committee under paragraphs 10.7 and 11.2.1(d).

For the avoidance of doubt, any decision of the Board of Directors under this paragraph 5.3.6 shall be final and binding.

Membership

5.3.7 determining and updating CommonAI's membership tiers, benefits and fees;

5.3.8 determining whether to admit, refuse to admit or remove a company or organisation as a Member, considering the best interests of CommonAI in furtherance of its community purpose and the best interests of the community CommonAI was set up to serve;

5.3.9 negotiating, approving and entering into CommonAI's legally-binding agreements with its Members, including agreeing the Programme(s) in which each Member is initially participating and to which its fees are initially contributing;

5.3.10 approving changes to Member participation in and contribution to Programmes under the terms of its legally-binding agreement with CommonAI (usually on an annual basis);

CommonAI and Programme resources and costs, including hypothecation

5.3.11 setting and updating the hypothecation principles that govern how Member fees and FTE resources are allocated to Programme(s) in which they are participating;

5.3.12 managing and allocating CommonAI's resources (including CommonAI engineering resource);

5.3.13 setting the priorities of CommonAI as between individual Programmes, and as between Programmes and other CommonAI activity in support of the CommonAI mission, including requests for paid services from Members or non-Members under separate agreements;

5.3.14 taking decisions on whether to allow any Licensed Patent (as is defined in each Member's membership agreement) to lapse or otherwise to be abandoned (considering, where available, any recommendation from the relevant Programme Steering Committee);

CommonAI policies and procedures

5.3.15 setting and updating the terms of CommonAI's IP Licence and Policy, which is incorporated into each Member's legally-binding membership agreement and governs the standard terms on which intellectual property is contributed to Programme(s) and subsequently licensed, including the overall approach to embargo periods across Programmes;

5.3.16 setting and updating the terms of CommonAI's trade mark usage policy which governs the terms on which Members can use the CommonAI trade marks;

5.3.17 approving the terms of and any changes to Programme-level trade mark usage policies in accordance with paragraph 8.2.18;

5.3.18 approving the terms of and any changes to Programme-level marketing and communications policies in accordance with paragraph 8.2.23;

5.3.19 interpreting this Governance Framework and supervising its operation in accordance with paragraph 19.1;

5.3.20 approving changes to this Governance Framework in accordance with paragraph 19.2;

5.3.21 taking final decisions on conduct issues (including but not limited to serious breaches of the CommonAI Code of Conduct or appeals from decisions of the Code of Conduct team under the Code of Conduct);

Company law and compliance

5.3.22 approving CommonAI's annual statutory accounts;

5.3.23 approving CommonAI's annual community interest company report; and

5.3.24 ensuring compliance with the rules applicable to CommonAI as a community interest company (including any rules relating to CommonAI's constitutional asset lock).

5.4 The Board of Directors may delegate its powers, including to Programme Directors and/or Programme Steering Committees. However, it retains discretion at all times to intervene in Programmes where necessary (a) to ensure alignment with CommonAI's community purpose; (b) more broadly in the best interests of the community CommonAI was set up to serve; and/or (c) to comply with company law or other legal or regulatory requirements.

6. BOARD OF DIRECTORS: COMPOSITION, ELIGIBILITY AND RETIREMENT

6.1 The Board of Directors comprises:

6.1.1 directors nominated by fully paid-up Platinum Members and appointed by the Board of Directors (as voting members);

6.1.2 the **Founder Directors**, being each of Dr Gavin Ferris, Sir Andrew Hopper, Dr Robert Mullins, Michael Halsall and Michael Harrison or any successor to them appointed in accordance with the Articles; and

6.1.3 other voting members appointed by the Board of Directors under paragraph 6.3 below.

6.2 Each of the Programme Directors appointed by the Board of Directors shall, if not already on the Board of Directors under paragraph 6.1 above and subject always to the discretion of the Board of Directors, be invited to participate in Board meetings and other Board discussions as a non-voting observer subject to entering into a legally-binding letter agreement pursuant to paragraph 6.6 below. The Board of Directors may appoint other non-voting observers at its discretion.

6.3 To maintain the independence of CommonAI, directors nominated by fully paid-up Platinum Members shall at all times form a minority on the Board of Directors. Where necessary, the Founder Directors may act to appoint additional directors to the Board of Directors to maintain this position.

6.4 The Board of Directors is chaired by Sir Andy Hopper. In his absence, the Founder Directors in attendance shall collectively appoint an alternative Chair during that absence. Future chairs shall be appointed in accordance with the Articles.

6.5 An individual is only eligible to be nominated by a Platinum Member to be a director on the Board of Directors if:

6.5.1 they are a Representative of that Platinum Member for which that Platinum Member is responsible, under the terms of the Member's legally-binding membership agreement with CommonAI;

6.5.2 they can demonstrate a commitment to CommonAI's community purpose and compliance with its agreements and policies;

6.5.3 they can demonstrate the ability to work constructively with the rest of the Board of Directors; and

6.5.4 they have signed a written declaration of willingness and eligibility to act as a director in a form prescribed by the Board of Directors and have confirmed, on request but usually on an annual basis, their adherence with CommonAI and Programme policies.

6.6 All voting members and non-voting observers on the Board of Directors will be required to enter into a legally-binding letter agreement to govern their attendance at and participation in meetings of the Board of Directors including matters such as confidentiality and intellectual property rights in Board discussions, term of office, and commitment to CommonAI's community purpose and compliance with its agreements and policies.

6.7 To nominate an individual to be a director on the Board of Directors, a Platinum Member must notify the Board of Directors in writing (via the Chair of the Board of Directors, with a copy to the CommonAI Governance team via governance@commonai.org) of its willingness to nominate the relevant individual, and:

6.7.1 set out in the notice confirmation that the individual is eligible to act as a director on the Board of Directors, and that the Platinum Member will immediately notify the Board of Directors in writing (via the Chair of the Board of Directors with a copy to the CommonAI Governance team via governance@commonai.org) if the individual ceases to be eligible at any time; and

6.7.2 provide with the notice a copy of the signed written declaration of willingness and eligibility referred to in paragraph 6.5.4.

6.8 Under the Articles, the appointment to the Board of Directors of any individual nominated by a Platinum Member takes effect upon a decision of the Board of Directors to this effect.

6.9 An individual ceases to be a director in the circumstances prescribed in Article 25.

6.10 A Platinum Member may at any time and on reasonable notice change their nomination to the Board of Directors. Under the Articles, any such change takes effect once a decision of the Board of Directors has been taken to implement it.

7. BOARD OF DIRECTORS: PROCEEDINGS

7.1 The Board of Directors will usually meet at least 6 times each year.

7.2 Subject to the Articles, any director may participate in a meeting of the Board of Directors in person or by means of video conference, telephone or any suitable electronic means agreed by the Board of Directors and by which all those participating in the meeting are able to communicate with all other participants.

7.3 The quorum for Board of Directors meetings is three directors including:

7.3.1 any Founder Director who the terms of reference for CommonAI's remuneration committee provide to be automatically appointed as a member of CommonAI's remuneration committee; and

7.3.2 at least two other Founder Directors,

provided that if such a quorum is not present within half an hour from the time appointed for the Board of Directors meeting, or if during a Board of Directors meeting such quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or at such time and place not less than 7 days after such meeting as determined by the directors present at such meeting. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed, then the meeting shall be deemed quorate and proceed if at least two directors are present.

7.4 Under Article 15.2, meetings of the Board of Directors are called with at least seven Clear Days' notice, unless either (a) all the Directors agree to shorter notice; or (b) urgent circumstances require shorter notice.

7.5 At a Board of Directors meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting. Directors may proceed to meet and discuss matters without a quorum present, provided that no decision is taken and that any conclusions are put to a decision of the Board of Directors either in writing, asynchronously or at a subsequent, quorate Board of Directors meeting.

7.6 Any decision of the Board of Directors must be by (a) in the case of a decision taken at a meeting, a decision of a majority of the directors present; or (b) in the case of a decision in writing (which may include a written decision taken asynchronously in a form approved by the Board of Directors), a decision of 75% or more of the directors on the Board of Directors taken in accordance with Article 20.

7.7 Each director has one vote on each matter to be decided. In case of an equality of votes, the Chair of the Board of Directors has a second or casting vote under Article 19.3.

8. STEERING COMMITTEES: ROLE AND RESPONSIBILITIES

8.1 For each Programme, the Board of Directors has established (or will establish) a sub-committee of the Board of Directors called the <Programme-Name> Steering Committee, with delegated powers from the Board of Directors for the purpose of managing that Programme.

8.2 Each Steering Committee is responsible for the management of its Programme, under delegated authority from the Board of Directors and subject to the Programme Charter, including:

Programme Charter

8.2.1 maintaining the Programme Charter for the Programme, including reviewing its operation and effectiveness and, where appropriate, proposing changes to the Programme Charter to the Board of Directors for its consideration;

Oversight of Technical Committee and Working Groups

8.2.2 overseeing the Technical Committee for that Programme in accordance with this Governance Framework;

8.2.3 appointing individuals nominated by Members to be members of the Technical Committee for that Programme;

8.2.4 establishing and (with the Technical Committee) overseeing Working Groups for that Programme in accordance with this Governance Framework;

8.2.5 approving appointments to Programme-specific roles in accordance with CommonAI's general roles policy or (if different) the Programme Charter;

8.2.6 hearing and determining any appeals against any objections by a Programme Director to a nomination by a Member of an individual to be appointed to a Programme Technical Committee, in accordance with paragraph 13.7;

8.2.7 hearing and determining any appeals against decisions of the Programme Director in respect of a Programme where the Programme Director has taken a decision on behalf of the Technical Committee under paragraph 14.7 of this Governance Framework;

Programme Roadmap, RFCs, PRs and Issues

8.2.8 reviewing and providing comments (if any) on the first Programme Roadmap for that Programme (which is developed by the Programme Director and ultimately approved by the Board of Directors);

8.2.9 approving any changes/additions to the existing Programme Roadmap for that Programme (which is kept under review by the Programme Director), or if the Steering Committee is unable to reach a decision, escalating the decision to the Board of Directors;

8.2.10 reviewing and determining RFCs (as defined in paragraph 17.1.8) escalated to the Steering Committee by the Technical Committee of that Programme or pursuant to paragraph 11.2.7, and keeping under review RFCs approved at Technical Committee-level;

8.2.11 reviewing and determining PRs (as defined in paragraph 17.1.5) escalated to the Steering Committee by the Technical Committee of that Programme and keeping under review PRs approved at Technical Committee-level;

8.2.12 receiving reports from the Technical Committee on management of Issues;

8.2.13 producing and/or approving sub-Programme or system proposals proposed by the Technical Committee for that Programme;

Programme Embargo Management Process and decisions on the handling of Programme intellectual property

8.2.14 maintaining the Programme Embargo Management Process for the Programme, including reviewing its operation and effectiveness and, where appropriate, proposing changes to the Board of Directors for its approval;

8.2.15 subject to paragraph 5.3.5, setting the embargo period length for any intellectual property contributed to the Programme, in accordance with CommonAI's IP Licence and Policy, any CommonAI policy on embargo management processes generally, and the Programme Embargo Management Process;

8.2.16 on a monthly basis (or as otherwise prescribed in the Programme Embargo Management Process or any CommonAI policy on embargo management processes generally), considering recommendations from the Technical Committee as to whether (and if so how) Programme intellectual property should be "tagged" at the end of, and in certain cases during, any applicable embargo period, and making decisions on such "tagging" and any related implementation matters (such as determining appropriate licensing terms and approving any patent filing applications), in accordance with CommonAI's IP Licence and Policy, any CommonAI policy on embargo management processes generally, and the Programme Embargo Management Process, save that any proposal to release Programme Intellectual Property to the public shall be referred to the Board of Directors for approval in accordance with paragraph 5.3.4;

8.2.17 considering (with support from the Technical Committee of the relevant Programme) and making recommendations to the Board of Directors (who shall retain decision-making authority in this respect) on whether to allow any Licensed Patent to lapse or otherwise to be abandoned;

Programme-specific trade mark usage policy

8.2.18 proposing the terms of (and any updates to) any specific trade mark usage policy to govern the terms on which Members or others can use Programme-specific trade marks (including as part of any trade mark certification process) (with the approval of such policies or updates to them being reserved to the Board of Directors);

Other Programme-specific activity

8.2.19 approving alternative procedures for asynchronous decision-making for that Steering Committee, following a proposal from the Programme Director, in accordance with paragraph 10.1.3;

8.2.20 establishing community norms and workflows for their Programme;

8.2.21 adopting policies on Release processes and security issue reporting for that Programme, in line with CommonAI's overall approach and policies, and consistent with the CommonAI Code of Conduct;

8.2.22 signing off on Releases in line with any Programme-specific Release processes policy;

8.2.23 overseeing marketing events, conferences and communications in relation to that Programme, including adopting any Programme-specific marketing and communications policy (with the approval of such a policy or updates to them being reserved to the Board of Directors);

8.2.24 adopting any other Programme-specific policies (other than those which are reserved for the approval of the Board of Directors under this Governance Framework), in line with CommonAI's overall approach and policies, and consistent with this Governance Framework and any CommonAI-level policies;

Reporting, review and coordination

8.2.25 approving the records of decisions (and their rationale) of that Steering Committee and ensuring their dissemination in accordance with paragraph 10.8.2;

8.2.26 on a yearly basis, producing and sending to the Board of Directors and the Members participating in that Programme, an annual report on the progress of the Programme against its Programme Roadmap, including the work of its Technical Committee and any Working Groups, and key next steps for the next 12 months under the Programme Roadmap;

8.2.27 on a yearly basis, producing a public report on the progress of the Programme and its key successes (which may be the same document as that produced for the purpose of paragraph 8.2.26);

8.2.28 on a yearly basis, reviewing its own performance, in consultation with the Board of Directors, to ensure that it is operating effectively; and

8.2.29 seeking opportunities to coordinate with other Programmes and Members to further CommonAI's community purpose.

8.3 The members of each Steering Committee primarily deliver their role through their Steering Committee's schedule of meetings and other proceedings (including asynchronous decision-making). Steering Committee members are not required to be available to, or involved in, CommonAI on a day-to-day basis in that capacity, and are not entitled to any remuneration or the payment of expenses from CommonAI for their role as Steering Committee members.

8.4 When performing their role as a Steering Committee member, each member of the Steering Committee has a duty to act in the way that they consider, in good faith, would be most likely to achieve CommonAI's community purpose as a whole (and not only the interests of their Programme or those of the Member which nominated them, if any).

8.5 Each member of a Steering Committee shall comply with CommonAI's Code of Conduct and other CommonAI and Programme policies adopted in accordance with this Governance Framework, as communicated to them by the Programme Director from time to time.

8.6 Each Steering Committee shall act collectively. No individual Steering Committee member shall have authority to speak on behalf of any Steering Committee or Technical Committee which they serve on, any Programme in which they participate, CommonAI or any other part of CommonAI, save for:

8.6.1 the Programme Directors who shall have authority to publicly represent their Programme (but, for the avoidance of doubt, not CommonAI collectively);

8.6.2 any Steering Committee member with the prior approval of the Board of Directors; and

8.6.3 any Steering Committee member where the communication is expressly permitted under any CommonAI marketing and/or communications policy.

8.7 For the avoidance of doubt, a Steering Committee member is not a director of CommonAI by virtue of their role on the relevant Steering Committee, and does not have any authority to enter into legally-binding agreements or arrangements for or on behalf of CommonAI by virtue of their role on the relevant Steering Committee.

9. STEERING COMMITTEES: COMPOSITION, ELIGIBILITY AND RETIREMENT

9.1 Each Steering Committee comprises:

9.1.1 the Programme Director for that Programme (as a voting member);

9.1.2 voting members nominated by fully paid-up Platinum Members and Gold Members participating in that Programme (save for a Platinum Member that has already nominated the Programme Director appointed for the Programme);

9.1.3 one voting member appointed by the Board of Directors (as a voting member); and

9.1.4 non-voting observers appointed by the Board of Directors at its discretion (who may, for the avoidance of doubt, be employees of CommonAI).

9.2 Each Steering Committee is chaired by its Programme Director or, in the case of their extended absence, by another member of that Steering Committee appointed by the Board of Directors to act as Chair.

9.3 An individual is only eligible to be nominated by a Member to be a voting member of a Steering Committee if:

9.3.1 they are a Representative of that Member for which that Member is responsible, under the terms of the Member's legally-binding membership agreement with CommonAI;

9.3.2 they can demonstrate a commitment to CommonAI's community purpose and compliance with its agreements and policies;

9.3.3 they can demonstrate the ability to work constructively with the rest of the Steering Committee; and

9.3.4 they have signed a written declaration of willingness and eligibility to act as a voting member or non-voting observer (as applicable) of the Steering Committee in a form prescribed by CommonAI and have confirmed, on request by CommonAI but usually on an annual basis, their adherence with CommonAI and Programme policies.

9.4 To nominate an individual to be a voting member of a Steering Committee, a Member must notify the Programme Director of that Programme in writing (with a copy to the CommonAI Governance team via governance@commonai.org) of its willingness to nominate the relevant individual, and set out in the notice:

9.4.1 that the individual is nominated to be a voting member of that Steering Committee;

9.4.2 confirmation that the individual is eligible to act as such; and

9.4.3 confirmation that the Member will immediately notify the Programme Director of that Programme in writing (with a copy to the CommonAI Governance team via governance@commonai.org) if the individual ceases to be eligible at any time.

9.5 The appointment to a Steering Committee of any individual nominated by a Member only takes effect on:

9.5.1 the date that the Programme Director of that Programme confirms the appointment in writing; or

9.5.2 if the Programme Director has not confirmed or objected to the nomination, the date falling 10 days from receipt by the Programme Director of the notice referred to in paragraph 9.4.

9.6 Where the Programme Director objects to a nomination by a Member of an individual to be appointed to that Programme's Steering Committee, the Member may appeal this objection to the Board of Directors, which shall decide whether or not the nominated individual shall be appointed to that Programme's Steering Committee.

9.7 A Member may at any time and on reasonable notice change their nomination to a Steering Committee, by written notice to the Programme Director (with a copy to the CommonAI Governance team via governance@commonai.org). Any such change takes effect in accordance with the procedure in paragraphs 9.5 and (where applicable) 9.6.

9.8 An individual ceases to be a voting member or non-voting observer of a Steering Committee when:

9.8.1 they resign by written notice to the Programme Director (with a copy to the CommonAI Governance team via governance@commonai.org);

9.8.2 in accordance with paragraph 9.7, the Member that nominated them changes its nomination and that change takes effect;

9.8.3 they cease to meet the eligibility requirement in paragraph 9.3.1;

9.8.4 the Member that nominated them is no longer a fully paid-up Member under its membership agreement with CommonAI or is no longer participating in that Programme under the terms of its membership agreement;

9.8.5 they are absent from all meetings of the Steering Committee and/or are not contributing meaningfully for a period of 6 consecutive months, and the Steering Committee and/or the Board of Directors resolve that their office be vacated; or

9.8.6 they are removed by a resolution of the Board of Directors on the basis that:

(a) their removal is in the best interests of CommonAI in furtherance of its community purpose;

(b) their removal is necessary to ensure compliance with the rules applicable to CommonAI as a community interest company; and/or

(c) the individual's membership of that Steering Committee is likely to damage the reputation or good standing of CommonAI and/or any of its Members.

10. STEERING COMMITTEES: PROCEEDINGS

10.1 Steering Committees may take decisions by passing resolutions in three ways:

10.1.1 firstly, a resolution is passed at a meeting of the Steering Committee where:

(a) the meeting has been validly called with the requisite notice under paragraph 10.2;

(b) a quorum is present in accordance with paragraph 10.3; and

(c) the resolution is approved by a majority of the voting members present, including the Programme Director (or their validly-appointed alternate); or

10.1.2 secondly, a resolution is passed in writing (which may be in 'electronic form' within the definition given in section 1168 of the Companies Act 2006) where it is approved by 75% or more of the voting members of that Steering Committee, including the Programme Director (or their validly-appointed alternate); or

10.1.3 thirdly, subject to any alternative procedure adopted by that Steering Committee, a resolution is passed asynchronously in relation to a proposal (or part of a proposal) where:

(a) a proposal has been circulated to all members of a Steering Committee (including, without limitation, using asynchronous communications) and all of them are able to make suggestions and/or comments on the proposal that are visible to all other members of that Steering Committee;

(b) at least ten Clear Days has passed since the proposal was circulated and it has been open for suggestions and/or comments to all members of the Steering Committee during that time;

(c) a majority of voting members have signalled their agreement to the proposal (or part of a proposal) during that period, including the Programme Director (or their validly-appointed alternate); and

(d) no voting member has called a meeting of the Steering Committee to discuss the proposal.

10.2 Each Steering Committee shall meet at least six times each year. Meetings of a Steering Committee will usually be called by the Programme Director as its Chair but may also be called by any acting Chair or any two other voting members of the Steering Committee. A Steering Committee meeting must be called by at least five Clear Days' notice unless 75% or more of the voting members of the Steering Committee agree.

10.3 The quorum for each Steering Committee meeting is one third of its voting members nominated by Members plus the Programme Director (or their alternate validly appointed in accordance with paragraph 16 of this Governance Framework).

10.4 Any Steering Committee member may participate in a meeting of their Steering Committee in person or by means of video conference, telephone or any suitable electronic means agreed by that Steering Committee and by which all those participating in the meeting are able to communicate with all other participants. Meetings of any Steering Committee may be electronically recorded and transcribed using AI transcription tools.

10.5 At a Steering Committee meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting. Steering Committee members may proceed to meet and discuss matters without a quorum present, provided that no decision is taken and that any conclusions are put to a decision of that Steering Committee either in writing or at a subsequent, quorate meeting of that Steering Committee.

10.6 Each voting member of the Steering Committee, including the Programme Director, has one vote on each matter to be decided.

10.7 Save for decisions to approve changes/additions to existing Programme Roadmaps, which shall be referred to the Board of Directors where the Steering Committee is unable to reach a decision, if a decision cannot be taken by a Steering Committee within a reasonable period of time as determined by the Programme Director of that Programme, the Programme Director may take a decision on the matter on behalf of that Steering Committee. In taking such a decision, the Programme Director must take into account the views and comments of that Steering Committee's members and may, but is not required to, give them the opportunity to provide further comments or representations on a matter prior to taking a decision. Such decisions of Programme Directors may be appealed by any member of that Steering Committee (within 7 days of their being notified of the decision) to the Board of Directors.

10.8 Each Steering Committee shall be collectively responsible for:

10.8.1 clearly recording its decisions (including asynchronous decisions) and their rationale; and

10.8.2 disseminating the record of their decisions and their rationale promptly to:

(a) the Board of Directors (via email to the CommonAI Governance at governance@commonai.org); and

(b) all participants in that Programme (via their Programme Accounts and subject to any redactions required to maintain confidentiality in the best interests of the Programme, such as for security certification purposes).

10.9 A Steering Committee may decide to publish the records of its decisions and their rationale (with redactions where appropriate) publicly. In any event, information about key decisions taken by the Steering Committee will be included in its yearly report for the public on the Programme, prepared under paragraph 8.2.27.

11. PROGRAMME DIRECTORS

11.1 The Board of Directors shall appoint one Programme Director for each Programme.

11.2 The powers and responsibilities of a Programme Director include:

11.2.1 attending and chairing meetings of the Steering Committee for that Programme, including:

(a) calling and proposing the agenda for such Steering Committee meetings;

(b) determining (in accordance with this Governance Framework) whether a meeting is quorate and whether decisions of that Steering Committee have passed at a meeting, asynchronously or otherwise in writing;

(c) proposing alternative procedures for asynchronous decision-making of that Steering Committee, for approval by that Steering Committee, in accordance with paragraph 10.1.3;

(d) making decisions where a decision cannot be taken by that Steering Committee within a reasonable period of time in accordance with paragraph 10.7 (subject always to a right of appeal to the Board of Directors);

11.2.2 attending and (unless they delegate the Chair role) chairing meetings of the Technical Committee for that Programme, including:

(a) calling and proposing the agenda for Technical Committee meetings;

(b) determining whether a meeting is quorate and whether decisions of that Technical Committee have passed at a meeting, asynchronously or otherwise in writing;

(c) setting procedures for decision-making of that Technical Committee (to the extent not prescribed in this Governance Framework);

(d) making decisions where a decision cannot be taken by that Technical Committee within a reasonable period of time in accordance with paragraph 14.7 (subject always to a right of appeal to the Steering Committee of that Programme);

11.2.3 publicly representing that Programme and speaking on behalf of its Steering Committee and Technical Committee (subject always to CommonAI's marketing and communication policies and to any Programme-specific policies adopted by the Steering Committee);

11.2.4 developing the first Programme Roadmap (which shall be reviewed by the Steering Committee and ultimately approved by the Board of Directors);

11.2.5 keeping under review the existing Programme Roadmap and considering any changes/additions proposed by the Technical Committee for that Programme (any changes/additions to the existing Programme Roadmap shall, if taken forward, be approved by a decision of the Steering Committee, or in the event of the Steering Committee being unable to reach a decision, by a decision of the Board of Directors);

11.2.6 developing the Programme Embargo Management Process for the Programme (which shall be reviewed by the Steering Committee and ultimately approved by the Board of Directors);

11.2.7 unilaterally approving or rejecting an RFC for that Programme where the Programme Steering Committee is unable to reach a decision on that RFC, with a right of appeal for the RFC submitter to the Programme Steering Committee (such appeals to be made within 28 days of the decision of the Programme Director);

11.2.8 communicating both CommonAI policies and procedures and any Programme-specific policies and procedures to all participants in a Programme, including members of each of the Steering Committee and the Technical Committee for that Programme; and

11.2.9 reporting to the Board of Directors at least quarterly on that Programme.

11.3 When performing their role as Programme Director, each Programme Director has a duty to act in the way that they consider, in good faith, would be most likely to achieve CommonAI's community purpose as a whole (and not only the interests of their Programme or those of the Member which nominated them, if any).

11.4 Each Programme Director shall comply with CommonAI's Code of Conduct and other CommonAI and Programme policies adopted in accordance with this Governance Framework.

11.5 The Board of Directors may remove or replace a Programme Director at any time, at its sole discretion, by written notice to that Programme Director.

12. TECHNICAL COMMITTEES: ROLE AND RESPONSIBILITIES

12.1 Each Steering Committee has a sub-committee called the <Programme-Name> Technical Committee.

12.2 Under delegated authority from their Steering Committee, each Technical Committee is responsible for the routine, technically-based decisions required to implement the Programme Roadmap, which may include:

Programme-specific roles and their oversight

12.2.1 appointing individuals to Programme-specific roles (as defined from time-to-time in the relevant Programme Charter or otherwise in CommonAI's general roles policy available here: https://commonai.org/policies/approved/general-roles-policy.html) and maintaining lists of individuals appointed to such roles;

12.2.2 creating commit escalation guidelines setting out guidance on when particular proposed commits should be escalated to the Technical Committee for that Programme;

Programme Roadmap, RFCs, PRs and Issues

12.2.3 proposing changes/additions to the existing Programme Roadmap to the Programme Director for that Programme (such changes/additions shall be considered by the Programme Director and if taken forward, approved by a decision of the Steering Committee, or in the event of the Steering Committee being unable to reach a decision, by a decision of the Board of Directors);

12.2.4 reviewing and determining RFCs or (where these are or may be contentious or have wide-ranging implications for the Programme or otherwise at the Technical Committee's discretion) escalating decisions on RFCs to the Steering Committee; and reporting to the Steering Committee on RFCs approved at Technical Committee level;

12.2.5 reviewing and determining PRs or (where these are or may be contentious or have wide-ranging implications for the Programme or otherwise at the Technical Committee's discretion) escalating decisions on PRs to the Steering Committee; and reporting to the Steering Committee on PRs approved at Technical Committee level;

12.2.6 establishing and operating a system for tracking and resolving Issues (as defined in paragraph 17.1.4) and reporting to the Steering Committee on the management of Issues;

Programme-specific intellectual property

12.2.7 proposing the technical framework for compliance and certification under any trade marks specific to the Programme;

12.2.8 making recommendations to the Steering Committee for that Programme as to whether (and if so how) Programme intellectual property should be "tagged" at the end of, and in certain cases during, any applicable embargo period, in accordance with CommonAI's IP Licence and Policy, any CommonAI policy on embargo management processes generally, and the Programme Embargo Management Process;

12.2.9 providing technical and administrative support to the Steering Committee when they are considering whether to recommend to the Board to allow any Licensed Patent to lapse or otherwise to be abandoned;

Other Programme initiatives and support

12.2.10 producing sub-Programme or system proposals for that Programme, for approval by the Steering Committee;

12.2.11 submitting any other major initiatives on the Programme to the Steering Committee of the Programme for its approval in accordance with paragraph 8.2.9; and

12.2.12 providing technical and administrative support to the Steering Committee of that Programme as required.

12.3 The members of each Technical Committee primarily deliver their role through that Technical Committee's schedule of meetings and other proceedings (including asynchronous decision-making). Technical Committee members are not required to be available to, or involved in, CommonAI on a day-to-day basis in that capacity, and are not entitled to any remuneration or the payment of expenses from CommonAI for their role as Technical Committee members.

12.4 When performing their role as a Technical Committee member, each member of the Technical Committee has a duty to act in the way that they consider, in good faith, would be most likely to achieve CommonAI's community purpose as a whole (and not only the interests of their Programme or those of the Member which nominated them, if any).

12.5 Each member of a Technical Committee shall comply with CommonAI's Code of Conduct and other CommonAI and Programme policies adopted in accordance with this Governance Framework, as communicated to them by the Programme Director from time to time.

12.6 Each Technical Committee shall act collectively. No individual Technical Committee member shall have authority to speak on behalf of any Technical Committee or Steering Committee which they serve on, any Programme in which they participate, CommonAI or any other part of CommonAI, save for:

12.6.1 the Programme Directors who shall have authority to publicly represent their Programme (but, for the avoidance of doubt, not CommonAI collectively);

12.6.2 any Technical Committee member with the prior approval of the Board of Directors; and

12.6.3 any Technical Committee member where the communication is expressly permitted under any CommonAI marketing and/or communications policy.

12.7 For the avoidance of doubt, a Technical Committee member is not a director of CommonAI by virtue of their role on the relevant Technical Committee, and does not have any authority to enter into legally-binding agreements or arrangements for or on behalf of CommonAI by virtue of their role on the relevant Technical Committee.

13. TECHNICAL COMMITTEES: COMPOSITION, ELIGIBILITY AND RETIREMENT

13.1 Each Technical Committee comprises:

13.1.1 the Programme Director for that Programme (as a voting member);

13.1.2 voting members nominated by fully paid-up Members participating in that Programme and appointed in accordance with this paragraph 13 (save for a Platinum Member that has already nominated the Programme Director appointed for the Programme); and

13.1.3 any other voting members or non-voting observers appointed by the Board of Directors at its discretion.

13.2 Each Technical Committee is, by default, chaired by the Programme Director for that Programme. The Programme Director may delegate the Chair of Technical Committee role to another member of the Technical Committee (and, notwithstanding that delegation, may continue to attend and participate in Technical Committee proceedings as a voting member). The Programme Director may appoint a vice-Chair of the Technical Committee from among its membership to assist them in discharging their functions as chair.

13.3 The Programme Director may (subject to prior approval by the Board of Directors) invite additional individuals to attend a Technical Committee meeting or participate in a Technical Committee discussion, on a non-voting basis, where this supports the Programme, provided always that such individuals may be required to enter into an observer agreement to protect any confidential information shared and the integrity of any intellectual property shared or created.

13.4 An individual is only eligible to be nominated by a Member to be a member of a Technical Committee if:

13.4.1 they are a Representative of that Member for which that Member is responsible, under the terms of the Member's legally-binding membership agreement with CommonAI;

13.4.2 they can demonstrate a commitment to CommonAI's community purpose and compliance with its agreements and policies;

13.4.3 they can demonstrate the ability to work constructively with the rest of the Technical Committee and with the Steering Committee of that Programme; and

13.4.4 they have signed a written declaration of willingness and eligibility to act as a voting member or non-voting observer (as applicable) of the Technical Committee in a form prescribed by CommonAI and have confirmed, on request by CommonAI but usually on an annual basis, their adherence with CommonAI and Programme policies.

13.5 To nominate an individual to be a member of a Technical Committee, a Member must notify the Programme Director of that Programme in writing (with a copy to the CommonAI

Governance team via governance@commonai.org) of its willingness to nominate the relevant individual, and set out in the notice:

13.5.1 confirmation that the individual is eligible to act as a member of a Technical Committee; and

13.5.2 confirmation that the Member will immediately notify the Programme Director of that Programme in writing (with a copy to the CommonAI Governance team via governance@commonai.org) if the individual ceases to be eligible at any time.

13.6 The appointment to a Technical Committee of any individual nominated by a Member only takes effect on:

13.6.1 the date that the Programme Director of that Programme confirms the appointment in writing; or

13.6.2 if the Programme Director has not confirmed or objected to the nomination, the date falling 10 days from receipt by the Programme Director of the notice referred to in paragraph 13.5.

13.7 Where the Programme Director objects to a nomination by a Member of an individual to be appointed to that Programme's Technical Committee, the Member may appeal this objection to the Programme Steering Committee, which shall decide whether or not the nominated individual shall be appointed to that Programme's Technical Committee.

13.8 A Member may at any time and on reasonable notice change their nomination to a Technical Committee, by written notice to the Programme Director (with a copy to the CommonAI Governance team via governance@commonai.org). Any such change takes effect in accordance with the procedure in paragraphs 13.6 and (where applicable) 13.7.

13.9 An individual ceases to be a member of a Technical Committee when:

13.9.1 they resign by written notice to the Programme Director (with a copy to the CommonAI Governance team via governance@commonai.org);

13.9.2 they cease to meet the eligibility requirement in paragraph 13.4;

13.9.3 in accordance with paragraph 13.8, the Member that nominated them changes its nomination and that change takes effect;

13.9.4 the Member that nominated them is no longer a fully paid-up Member under its membership agreement with CommonAI or is no longer participating in that Programme under the terms of its membership agreement;

13.9.5 they are absent from all meetings of the Technical Committee and/or are not contributing meaningfully for a period of 6 consecutive months, and the Steering Committee resolve that their office be vacated; or

13.9.6 they are removed by resolution of the Board of Directors on the basis that:

(a) their removal is in the best interests of CommonAI in furtherance of its community purpose;

(b) their removal is necessary to ensure compliance with the rules applicable to CommonAI as a community interest company; and/or

(c) the individual's membership of the Technical Committee is likely to damage the reputation or good standing of CommonAI and/or any of its Members.

14. TECHNICAL COMMITTEES: PROCEEDINGS

14.1 Technical Committees may take decisions by passing resolutions in three ways:

14.1.1 firstly, a resolution is passed at a meeting of the Technical Committee where:

(a) the meeting has been validly called with the requisite notice under paragraph 14.2;

(b) a quorum is present in accordance with paragraph 14.3; and

(c) the resolution is approved by a majority of the voting members present, including the Programme Director (or their validly-appointed alternate); or

14.1.2 secondly, a resolution is passed in writing (which may be in 'electronic form' within the definition given in section 1168 of the Companies Act 2006) where it is approved by 75% or more of the voting members of that Technical Committee, including the Programme Director (or their validly-appointed alternate); or

14.1.3 thirdly, subject to any alternative procedure adopted by the Steering Committee, a resolution is passed asynchronously in relation to a proposal (or part of a proposal) where:

(a) a proposal has been circulated to all members of a Technical Committee (including, without limitation, using asynchronous communications) and all of them are able to make suggestions and/or comments on the proposal that are visible to all other members of that Technical Committee;

(b) at least five Clear Days has passed since the proposal was circulated and it has been open for suggestions and/or comments to all members of the Technical Committee during that time;

(c) a majority of voting members have signalled their agreement to the proposal (or part of a proposal) during that period, including the Programme Director (or their validly-appointed alternate); and

(d) no voting member has called a meeting of the Technical Committee to discuss the proposal.

14.2 Technical Committees will usually take decisions asynchronously throughout the year, but each Technical Committee shall also meet synchronously at least six times each year. Meetings of a Technical Committee will usually be called by the Programme Director as its Chair but may also be called by any alternative Chair, any vice-Chair or any three voting members of the Technical Committee. A Technical Committee meeting must be called by at least five Clear Days' notice unless 75% or more of the voting members of the Technical Committee agree.

14.3 The quorum for each Technical Committee meeting is one third of its voting members nominated by Members plus the Programme Director (or their alternate validly appointed in accordance with paragraph 16 of this Governance Framework).

14.4 Any Technical Committee member may participate in a meeting of their Technical Committee in person or by means of video conference, telephone or any suitable electronic means agreed by that Technical Committee and by which all those participating in the meeting are able to communicate with all other participants. Meetings of any Technical Committee may be electronically recorded and transcribed using AI transcription tools.

14.5 At a Technical Committee meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting. Technical Committee members may proceed to meet and discuss matters without a quorum present, provided that no decision is taken and that any conclusions are put to a decision of that Technical Committee either in writing, asynchronously or at a subsequent, quorate meeting of that Technical Committee.

14.6 Each Technical Committee member, including the Programme Director, has one vote on each matter to be decided. Each Programme Director shall set (and from time to time update) procedures for decision-making of the Technical Committee of their Programme (to the extent not prescribed in this Governance Framework).

14.7 Save for appeal decisions which shall be referred to the Steering Committee pursuant to this paragraph and paragraphs 8.2.6 and 8.2.7, if a decision cannot be taken by a Technical Committee within a reasonable period of time as determined by the Programme Director of that Programme, the Programme Director may take a decision on the matter on behalf of that Technical Committee. In taking such a decision, the Programme Director must take into account the views and comments of that Technical Committee's members and may, but is not required to, give them the opportunity to provide further comments or representations on a matter prior to taking a decision. Such decisions of Programme Directors may be appealed by any member of that Technical Committee (within 7 days of their being notified of the decision) to the Steering Committee of that Programme.

14.8 Each Technical Committee shall be collectively responsible for:

14.8.1 clearly recording its decisions (including asynchronous decisions) and their rationale; and

14.8.2 disseminating the record of their decisions and their rationale promptly to:

(a) the Programme Steering Committee (via the Programme Director); and

(b) all participants in that Programme (via their Programme Accounts and subject to any redactions required to maintain confidentiality in the best interests of the Programme, such as for security certification purposes).

14.9 A Technical Committee may decide to publish the records of its decisions and their rationale (with redactions where appropriate) publicly. In any event, information about key decisions taken by the Technical Committee will be included in its yearly report for the public on the Programme, prepared under paragraph 8.2.27.

15. SUB-COMMITTEES AND WORKING GROUPS

15.1 Each Steering Committee may establish, and delegate its responsibilities, or those of its Technical Committee to, Working Groups for their Programme. Steering Committees for

different Programmes may also jointly establish Working Groups for any matters relevant to more than one Programme. The roles and responsibilities of any Working Groups are to be set out in a terms of reference specific to each such Working Group.

15.2 Programme Directors may attend their Programme's Working Group meetings at their discretion and/or (subject to prior approval by the Board of Directors) invite additional individuals to attend Working Group meetings or participate in a Working Group discussion, on a non-voting basis, where this supports the Programme, provided always that such individuals may be required to enter into an observer agreement to protect any confidential information shared and the integrity of any intellectual property shared or created.

15.3 Each Steering Committee may establish, and delegate its responsibilities, or those of its Technical Committee to, other sub-committees. The role and responsibilities of such other sub-committees are to be set out in a terms of reference specific to each such sub-committee.

16. ALTERNATES

16.1 Any voting member of a Steering Committee or a Technical Committee may appoint an alternate to exercise their powers and carry out their responsibilities in relation to the taking of decisions in their absence, in accordance with this paragraph 16.

16.2 If the voting member was nominated to the relevant Steering Committee or Technical Committee by a Member, then they may appoint any other person who:

16.2.1 meets the eligibility requirements in paragraphs 9.3 (for Steering Committee alternates) or 13.4 (for Technical Committee alternates), as applicable; and

16.2.2 who is then approved as an alternate by a decision of that same committee.

16.3 If the voting member was not nominated to the relevant Steering Committee or Technical Committee by a Member, then they may appoint as their alternate either:

16.3.1 any other voting member of that same committee who was also not nominated by a Member; or

16.3.2 any other person who is approved as an alternate by a decision of that same committee,

16.4 A Programme Director may appoint an alternate, including to perform their roles on a Steering Committee and/or Technical Committee, by notice to the Board of Directors (with a copy to CommonAI Governance team via governance@commonai.org), but such appointment shall not take effect unless and until it is approved by the Board of Directors. Where a Programme Director is, or is expected to be, absent for an extended period and has not appointed an alternate, the Board of Directors may (at its sole discretion) appoint an alternate for that Programme Director.

16.5 Any appointment or removal of an alternate of a voting member of a Steering Committee or Technical Committee must be effected by notice in writing to the committee to which their appointment relates (with a copy to CommonAI Governance team via governance@commonai.org) signed by the appointor, or in any other manner approved by the Chair of the relevant committee.

16.6 Any notice appointing an alternate must:

16.6.1 identify the proposed alternate; and

16.6.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the person giving the notice.

16.7 Except as this Governance Framework specifies otherwise, an alternate has the same rights and responsibilities as the alternate's appointor.

16.8 All appointments under this Governance Framework are of the named individual only. Save where an alternate is validly appointed in accordance with this paragraph 16 or the individual is formally replaced by their appointor in accordance with this Governance Framework, appointments are not transferable on a temporary or permanent basis to, and may not be performed by, any other individual (including, for the avoidance of doubt, to any individual in a management or leadership position in the appointee's company or organisation).

16.9 An alternate's appointment as an alternate terminates:

16.9.1 when the alternate's appointor revokes the appointment by written notice (to the Chair of the relevant committee or, in the case of an alternate to a Programme Director, to the Board of Directors) specifying when it is to terminate;

16.9.2 on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a voting member of the relevant committee;

16.9.3 on the death of the alternate's appointor; or

16.9.4 when the appointment of the alternate's appointor terminates.

17. MINOR DEFINITIONS AND INTERPRETATION

17.1 In this Governance Framework and (save as otherwise expressly provided) in any Programme Charter and other Programme-specific policy or procedure:

17.1.1 **day** shall mean a calendar day (and not, for the avoidance of doubt, business days);

17.1.2 **Clear Days** shall have the meaning given in the Articles, currently:

"*in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect*";

17.1.3 **electronic form** shall have the meaning given to it in Section 1168 of the Companies Act 2006;

17.1.4 **Issues** shall mean any reported bugs, flaws or other technical shortcomings that are being tracked by CommonAI in relation to a Programme;

17.1.5 **PR** shall mean a pull request in GitHub or more generically any proposal to merge a specific set of code changes into any shared repository managed by CommonAI in relation to a Programme;

17.1.6 **Release** shall mean the development, test and distribution of a coherent set of intellectual property, such as an application, operating system or library;

17.1.7 **Representatives** shall mean, in relation to a Member, its employees, officers, representatives, contractors, subcontractors and advisers, provided always that they have entered into binding legal terms in writing to govern their relationship with that Member;

17.1.8 **RFCs** shall mean a written request for comments which proposes a new idea in relation to a Programme, and which solicits feedback from the Programme's community on the same;

17.1.9 where the word **including** and/or **includes** is used it shall be understood as meaning **without limitation**;

17.1.10 references to the singular include the plural and vice versa; and references to the masculine include the feminine; and

17.1.11 references to paragraphs mean paragraphs of this Governance Framework unless otherwise specified.

18. QUESTIONS AND CONCERNS ABOUT THIS GOVERNANCE FRAMEWORK

18.1 Any questions or concerns about the operation of this Governance Framework should be sent, in the first instance, to the Programme Director for the relevant Programme.

18.2 If the Programme Director is not able to answer a question or resolve a concern, or if a concern relates to that Programme Director, such question or concern should be raised with CommonAI's Governance team via governance@commonai.org.

19. INTERPRETATION, SUPERVISION AND AMENDMENT OF THIS GOVERNANCE FRAMEWORK

19.1 The Board of Directors is ultimately responsible for the interpretation, supervision and amendment of this Governance Framework.

19.2 This Governance Framework may be amended or repealed by a decision of the Board of Directors acting in accordance with their duties, including the duty to further CommonAI's community purpose.