

Operating Procedures of RAIN Alliance

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1 Introduction

This document describes the rules, operations, and processes of the Workgroups of the RAIN Alliance, to be followed by the Members of RAIN Alliance.

The rules, operations and processes covered in this document do not address all details of the various activities that will take place in the Workgroups. This document may change from time to time, by decision of the RAIN Alliance Board of Directors, to address the changing needs of RAIN Alliance and its Members.

2 Definitions

Defined terms used in this document shall have the following meanings:

"Antitrust Policy" means the antitrust guidelines as set forth in the RAIN Alliance Antitrust Policy.

"Bylaws" means the Bylaws of RAIN Alliance.

"Chairperson" means the person appointed by the President to chair that Workgroup.

"Deliverable" means any output materials that are created by the Workgroup. Examples of outputs include (but are not limited to):

a) Whitepaper
b) Report
c) Specification
d) Reference Architecture
e) Regulatory Advocacy Piece

"Member" means an entity that has joined the Corporation pursuant to these Bylaws.

"Member Representative" means an individual employee of a Member participating in RAIN Alliance activities.

"Operating Procedures" means those documents designated by the Board of Directors as the rules and procedures for the operations and activities of Workgroups of the Corporation.

3 Communities and Workgroups

Members of the RAIN Alliance collaborate with each other in a number of different ways, primarily through Communities or Workgroups.

A community is formed of a group of individuals who are interested in sharing information related to a particular topic and joining a community does not require any commitment to participate in activities. A Working Group is formed to produce a specific deliverable, and a level of commitment to actively contribute to the creation is implied when an individual chooses to join such a group. Typically Working Groups are affiliated with Communities, but this does not necessarily need to be the case.

3.1 Formation

The Board of Directors, or the President, to the extent designated by the Board of Directors, shall form Communities and Workgroups to address areas of interest to the RAIN Alliance membership.

When there is a desire to produce a specific deliverable, a Working Group is formed by: 1. Providing to the membership, in writing, a charter describing the work effort to be undertaken by the Workgroup and a mission statement describing the mission of the Workgroup; 2. Choosing a Workgroup Chairperson and a Vice-Chairperson (the Chairperson and Vice-Chairperson shall be from different organizations/entities); and 3. Soliciting a call for membership.

The President may appoint a staff member to lead the Workgroup and fulfill the duties of the Chairperson when reasonably determined by the President to in the best interest of the Alliance.

Workgroup membership is open to all Members (subject to the Membership Agreement Exhibit A, as applicable).

The President may enlist the support of the Workgroup Chairperson, the Workgroup Executive Sponsor(s), and the Membership in drafting the Workgroup charter and mission statements.

The charter shall clearly describe the Workgroup's work effort and timeline to completion. The Chairperson shall provide the charter to the President for approval.

The President may request a Workgroup to review or update its charter and/or mission at any time. Such updates shall typically, but not necessarily, be facilitated by the Chairperson.

Workgroups shall follow the rules outlined in this document for procedure. All work items for a work group shall be pre-approved by the President. The Board of Directors or their designee shall review and approve Workgroup work items prior to publication (as specified in section 3.6)

3.2 Termination

The President may terminate a Workgroup if or when (i) the Workgroup has completed its assigned task; (ii) the President determines the Workgroup is unlikely to complete its assigned task, or (iii) for other reasons as determined by the President. Nothing in this clause shall preclude the President from creating Workgroups that exist until explicitly terminated.

3.3 Workgroup Management

The Workgroup shall be managed by a Chairperson, an executive sponsor (optional) and one or more project leaders (optional).

3.3.1 Workgroup Chairperson

The Workgroup Chairperson shall be responsible for running the Workgroup. The Chairperson reports to the President.

The President shall review and either reappoint or replace Workgroup Chairperson on an annual basis. The President may replace a Chairperson at any time.

3.3.2 Project Leader

The Chairperson shall appoint a project leader for each project and provide the project leader's name to the President. The project leader's responsibility is to manage the project and act as the editor for the Deliverable defined in the project data sheet. The project leader should not be the Chairperson.

3.4 Executive Sponsors

The Board may assign one or more Executive Sponsors to a Workgroup. The Executive Sponsor is the Board's liaison to the Workgroup. An Executive Sponsor's responsibilities are:

- Attend, in person, at least one Workgroup meeting per year
- Provide guidance, insight, and inspiration to the Workgroup
- Report to the Board on Workgroup direction, performance and results

Executive Sponsors are preferably, but not necessarily, from end-user companies.

3.5 Voting

Workgroups shall operate under a consensus process, with Members expected to discuss and resolve issues in good faith and through reasoned dialog. If a Workgroup is unable to reach consensus agreement on a topic, then the Chairperson(s) may achieve resolution by conducting a vote with at least 7 days' notice. Voting may be done verbally or in writing. For a Workgroup motion to pass, more than 50% of the votes cast must be affirmative. Only Collaborator Members as defined in the Membership Agreement Exhibit A are entitled to vote, with one vote per member company. The Workgroup Chairperson(s) shall record the ballot results.

3.6 Workgroup Documents

The Workgroup Chairperson(s) shall maintain minutes of all Workgroup meetings and decisions and shall post these minutes, as well as all relevant Workgroup documents, to the Workgroup forum. The minutes shall include a list of individuals that attended the meeting and their Member organization. The Workgroup forum shall be accessible to all Members of the Workgroup.

The President shall review and approve all Workgroup decisions. The purpose of this review is to ensure the Workgroup followed process and the decision is aligned with the Alliance mission and objectives.

The Board of Directors or their designee shall approve all Workgroup documents. The process for approval is:

- Workgroup Membership approves document.
- Workgroup Chairperson forwards document to Alliance President for review and approval. The President may request changes to ensure the document is (1) aligned with the Alliance mission and objectives and (2) in the approved RAIN Alliance format.
- President approves and forwards to the Board (if required) for approval and then authorizes document publication.

3.7 Guests

Workgroup Chairpersons may invite representatives from non-member organizations (with the President's approval) to help with specific projects. Any Workgroup participant may recommend a guest to the Chairpersons. The President shall approve the guest before the guest attends a Workgroup meeting and may require the guest to sign a non-disclosure agreement.

The intent of allowing guests to Workgroup meetings is to allow subject-matter experts to bring information to the group to be used in the work of that group. The guest shall provide his or her full contact information to the President before the guest attends any Workgroup meetings. The Chairpersons shall provide an attendance list for each Workgroup meeting, including the guests, when they send the meeting minutes to the President.

Guests may only participate in the work of the project they were invited to participate in and are not Alliance members. Guest participation stops when the project is complete.

3.8 Intellectual Property

A Workgroup whose work product could or will be submitted to ISO (or any other standardization organization) either for standardization or as input to a standardization effort, as determined by the President, shall require each Workgroup member and guest to sign the Membership Agreement Addendum for Working Group Participation ("Workgroup Agreement") prior to the member or guest participating in the Workgroup effort.

The Alliance may also choose to adopt other mechanisms for creating technical content (such as the Apache 2.0 Open Source Agreement). These mechanisms shall be identified by the Workgroup and approved by the Board prior to adoption. Workgroup members and guests shall be required to sign an agreement to use the chosen approach for Intellectual Property prior to the member or guest participating in the Workgroup effort.

3.9 Funded Workgroup

Occasionally a Workgroup may incur costs associated with the work they are doing, such as for consultants, testing, etc. The Workgroup Chairperson may request to the President to become a funded Workgroup. The justification for the request shall include a budget for the work and shall identify why the work cannot be completed without funding and how the funds shall be obtained. The President shall review and approve the request if justified.

3.9.1 Fees and Cost Allocation

The Alliance will charge a management fee (in addition to the defined project costs) to cover costs associated with collecting, managing, and dispersing the funds. The President shall add the management fee to the project. Any waiver of the management fee shall be at the discretion of the President and shall be limited to exceptional circumstances. If the Workgroup members will themselves fund the work effort, then the President will divide the total costs for the project in accordance with a cost-sharing arrangement agreed to by the participating Workgroup members, which may not require equal allocation among participants, and the Alliance will invoice accordingly.

3.9.2 Participation and Eligibility

Non-members of the Alliance may participate in the work as guests (see 3.7 Guests). Guests shall only participate if they have paid the fees, if any, to participate. Guests shall not have any Alliance membership privileges other than the privileges required for project participation.

Only members of the Funded Workgroup are allowed to participate in the Workgroup activities (such as testing programs, meetings with government officials etc.) or provide input to a Project Deliverable.

Membership in a Funded Workgroup is open to all Alliance members plus any invited experts. Alliance members who are not members of the Funded Workgroup may only get access to the Project Deliverable after it is completed.

A Funded Workgroup shall require each Workgroup member and guest to execute the Membership Agreement Addendum for Working Group Participation (“Workgroup Agreement”) prior to participating in the Workgroup effort.

3.9.3 Funding

The Chairperson shall be responsible for ensuring that there are sufficient funds to cover the project. Any requests for the disbursing Workgroup funds shall be reviewed by the President and approved only if they are within budget. Should extra funds (beyond the amounts initially collected) be needed, the President and membership of the Funded Workgroup will work together to find a rapid resolution. It is possible that the project may stop until such time as additional funds are collected. Funded Workgroups shall not incur a deficit or spend more than their collected funds. The Alliance will not be liable for any funding beyond the amount collected.

Any funds remaining after the completion of a project shall be returned to those who funded the Workgroup on a pro-rata basis.

4 Policies

4.1 Membership Classes and Dues

RAIN Alliance has two levels of Membership: Collaborator Member and Community Member.

Collaborator Members

Collaborator memberships form the majority of RAIN Alliance memberships, and these are categorized according to the annual gross revenue of the Member company which is reviewed annually with the principal contact.

Collaborator Onboarding Program for Large Members with Partial RAIN Revenue

The RAIN Alliance offers a staged fee for large new Collaborator Members whose business is only partly focused on RAIN technology. It lets organisations that are earlier in their RAIN journey build their involvement over three years, moving to the full list fee from year three. This special onboarding program has been approved by the Board of Directors for the purposes of Section 3.3 of the Bylaws.

- **Definition**
  The Collaborator Onboarding Program is for new Collaborator Members whose RAIN RFID revenue is less than 25% of their total company revenue. The applicable membership fee is based on the list fee for the Member's total revenue tier and rises in three annual stages.

- **Eligibility Criteria**
  Organisations qualify for the Collaborator Onboarding Program if they:
  - Are joining the RAIN Alliance as a new Collaborator Member
  - Have not been a Member of the RAIN Alliance at any time in the previous three (3) years
  - Fall within a Collaborator tier with a list fee of $36,000 or above
  - Have less than 25% of total company revenue from RAIN RFID, confirmed by a signed declaration on joining and annually thereafter

- Are not part of a corporate group in which another company has already used the program

- **Fee Schedule**

List fee	Year 1	Year 2	Year 3 onwards
$36,000	$14,500	$18,000	$36,000
$50,000	$14,500	$25,000	$50,000
$70,000	$17,500	$35,000	$70,000

- Year 1 is 25% of the applicable tier fee, subject to a minimum of the $25–49.99M Collaborator fee (currently $14,500). Year 2 is 50% of the applicable tier fee. Year 3 onwards is 100%.

- **Conditions**
  - Members commit to all three years of the program on joining
  - Members must move to each fee stage when due
  - A Member that leaves the program early and later rejoins is no longer eligible to participate in this program

- **Good Standing**
  A Member that pays its fees under the program, and meets its conditions, is considered to be in good standing throughout, including for eligibility to serve on the Board of Directors.

Final eligibility is determined at the sole discretion of the RAIN Alliance President, with Board approval.

Community Members

The RAIN Alliance offers two Community membership categories to enable participation from organisations at different stages of engagement with the ecosystem, from early-stage and exploratory participants to established companies providing supporting materials or general business services, while remaining clearly distinct from those directly delivering, commercialising, or deploying RAIN technology products or solutions.

Community 1 Membership

- **Definition**
  Community 1 membership is intended for **early-stage companies, small businesses, and qualifying organisations** that wish to engage with and contribute to the RAIN ecosystem.

This category supports innovation, learning, and participation from organisations that are **not yet scaled** or are **adjacent to the RAIN market.**

- **Eligibility Criteria**
  Organisations may qualify for Community 1 membership if they:
  - Have annual **revenue under $1,000,000 OR fewer than five (5) employees** (assessed annually)
  - Operate as an **independent company**
  - Are not primarily delivering RAIN technology products or solutions at scale

  In addition, the following organisations may qualify at the discretion of the RAIN Alliance President:

  - Academic institutions
  - Trade associations
  - Non-RAIN entities providing general business services (e.g. insurance or recruiting)

  Final eligibility is determined at the **sole discretion of the RAIN Alliance President, with Board approval.**

Community 2 Membership

- **Definition**
  Community 2 membership is designed for **established organisations** that contribute to the RAIN ecosystem through **specialised materials, components, non-electronic materials or general business services**, but **do not directly participate in the development, manufacture, or deployment of RAIN technology.**

  This category recognises companies whose offerings are **enabling, complementary, or supporting**, rather than core to RAIN technology development or deployment.

- **Eligibility Criteria**
  Organisations may qualify for Community 2 membership if they:
  - Operate as an independent company
  - Provide specialised materials or supporting services, including (but not limited to):
    - Adhesives
    - Substrates, films, or packaging materials
    - Conductive inks or similar enabling materials
    - Professional or general business services (e.g. insurance or recruiting),(greater than $1,000,000 revenue or more than 5 employees)
  - **Do not design, manufacture, sell, or integrate RAIN technology products or solutions**

Explicit Exclusions

To qualify, organisations must:

- **Not be core RAIN technology providers, i.e. design, manufacture, or sell RAIN technology products, including:**
  - Chips (ICs)
  - Inlays or tags
  - Antennas

    - Labels
    - Readers or reader modules
- **Not develop or provide RAIN-specific software, platforms, or data solutions**
- **Not provide systems integration, implementation, or deployment services involving RAIN technology**
- **Not be a business unit or division of a larger corporation which would qualify for Collaborator Membership.**

Final eligibility is determined at the **sole discretion of the RAIN Alliance President, with Board approval**.

Guiding Principle

Community membership is intended for organisations that are **learning about, supporting, or enabling the ecosystem from outside the core RAIN technology stack.**

Companies that **build, commercialise, or deploy RAIN solutions at scale** are expected to participate through the appropriate collaborator membership category.

4.2 Code of Conduct

All Members and staff of the Alliance shall obey this Code of Conduct in all Alliance meetings, events, and activities.

All RAIN Alliance Member organizations and their Representatives shall:

4.2.1 Respect Others

- Respect others and the professional culture of standardization within RAIN Alliance.
- Conduct ourselves in a professional manner.
- Respect others and the diversity of professional opinions - scientific, technical, or otherwise.
- Embrace the concepts of compromise and consensus-building in the development of RAIN Alliance positions and projects.
- Accept and respect consensus decisions of the RAIN Alliance Work Groups, etc. and of the RAIN Alliance Board.
- Make the effort to hear and understand the views of all, regardless of the diversity of accents and levels of command of the English language.

4.2.2 Behave Ethically

- Act in good faith and with due care and diligence.
- Avoid collusive or antitrust behavior by following the RAIN Alliance Antitrust Policy
- Follow the RAIN Alliance copyright and IP policies
- Promote a culture of fair and ethical behavior, without prejudice against any RAIN Alliance participants for any reason.
- Refrain from debate and discussion that is disrespectful, threatening (mental or physical), or otherwise unprofessional in tone or which is offensive to other participants or damaging to RAIN Alliance and the overall process of achieving consensus.
- Treat all persons with respect and fairness and not offer or appear to offer preferential treatment to any person or group.

- Refrain from disseminating false or misleading information or from withholding information necessary to a full, fair, and complete consideration of the issues.
- Not harass, threaten or coerce any participant to persuade or sway votes
    - This does not preclude professional, respectful debate and exchange of views that contain information and/or present perspectives intended to persuade other participants to lend their support or opposition to issues, proposals, etc. in order to ultimately achieve consensus.

4.2.3 Escalate and Resolve Disputes

- Identify and escalate disputes in a timely manner to ensure rapid resolution.

4.2.4 Work for the Net Benefit of the Community

- Recognize that the purpose of the Alliance is to drive RAIN adoption, over and above the interests of any individual or organization.
- Commit to advancing the adoption of the technology and not hinder its acceptance.

4.2.5 Uphold Consensus and Governance

- Uphold the requirements for due process:
  openness; balance; coordination and harmonization;; consideration of views and objections; consensus; voting; and written procedures.

4.2.6 Agree to a Clear Purpose and Scope

- Commit to having a clear scope for each work item.
- Plan to ensure the timely development of work items.

4.2.7 Participate Actively and Manage Effective Representation

- Agree to actively participate in RAIN Alliance projects.
- Make contributions to the work in accordance with the written RAIN Alliance procedures and the workgroup charters.

4.2.8 Concerns or Questions

If at any time you have concerns that a conversation or activity may breach the RAIN Alliance's policies (including but not limited to the Conflict of Interest Policy, Code of Conduct, Antitrust Policy) or does not follow established due process, you are encouraged to raise the matter promptly.

The two primary points of contact are the President & CEO of the RAIN Alliance and the Chair of the Board of Directors.

4.3 Artificial Intelligence (AI)

RAIN Alliance recognizes and appreciates the value that artificial intelligence-based tools, including, but not limited to, machine learning, large language models, and generative artificial intelligence ("AI"), offer in inspiring creativity and guiding initial research in creating content from which RAIN Alliance and its members will benefit.

RAIN Alliance has therefore adopted the following policy to guide the use of AI in RAIN Alliance meetings and activities, and in generating or contributing materials to RAIN Alliance projects and specification documents.

4.3.1 General Use

- AI tools must always be used ethically, in a manner that respects the cultural, social, and individual sensitivities of all persons participating in RAIN Alliance, and further avoids the potential for harm, including, but not limited to, the dissemination of misinformation and disinformation.
- AI is not an acceptable substitute for active personal participation or proper research, and all use must be actively supervised and reviewed by humans.
- You are responsible for ensuring that your use of AI is compliant with any applicable license requirements.
- You are responsible for all contributions you make to RAIN Alliance activities and content, including the output of any AI tools you used in the process.
- If your employer has a policy regarding the use of AI, you are responsible for complying with that policy as well as this policy. Notify RAIN Alliance immediately if your employer's AI policy is in conflict with this policy.

4.3.2 RAIN Alliance Meetings

- Generally, RAIN Alliance meetings may only be recorded (whether by an AI tool or otherwise) by the leader or chair of the activity (e.g., a Working Group chair), who shall provide clear notification to participants that recording is taking place and allow participants unwilling to be recorded a reasonable opportunity to exit the meeting.
- All recordings, and any associated AI-generated summaries or transcriptions, all of which will be considered RAIN Alliance's property, must be stored in the appropriate area of RAIN Alliance's collaboration environment (currently Basecamp).
- You may not use any kind of AI tool, including, but not limited to, AI bots or avatars, as a substitute for your personal attendance (whether physically or by remote means), and in no case may such substituted presence be counted for purposes of determining quorum or voting.

4.3.3 RAIN Alliance Deliverables and Content Contributions

- You are responsible for remaining actively in charge of your use of AI tools in the content creation process and for checking the output of such tools to ensure, for instance, that research or other citations are accurate and that any generated text or visual elements are accurate, appropriate, and non-infringing of the rights of others (e.g., copyright).
- RAIN Alliance documents and data, especially draft or confidential materials or information, may not be submitted to or ingested by any AI tool or system as prompts or to in any way train the AI tool or system without the written permission of RAIN Alliance. Under no circumstances may personal information of any person, whether or not a RAIN Alliance participant, be submitted to or ingested by any AI tool or system in generating content for a RAIN Alliance activity.
- Any portions of content in a RAIN Alliance deliverable which has been AI-generated must be clearly identified when submitted to RAIN Alliance.

4.4 Industry Events

RAIN Alliance will fully support events that are related to the scope and mission of the Alliance where appropriate. This may include exhibiting, speaking, or finding exhibitors and/or speakers from Member companies.

A guiding principle of the RAIN Alliance is that the Alliance benefits all Members equally, without bias for or promotion of any organization's products, technology, or brand.

RAIN Alliance will participate only at events that are organized and run by non-company specific organizations. The goals of the Alliance are to provide services for the benefit of all the Members equally and not to specifically assist a single company in promoting their technology or brand.

RAIN Alliance expects that Members that produce events to further their own business will promote the Alliance to their attendees.

The Alliance may promote and, in some cases, exhibit at industry events that fall within the Alliance scope and mission. Promotion may include highlighting the event on the RAIN Alliance website, in a newsletter or mailing, in a press release, or in other ways chosen by the Alliance staff. Exhibiting may include sponsoring a booth, a gathering, or other meeting, as decided by the Alliance staff. In some cases, the promotion or exhibition may involve a financial transaction (such as paying for a booth). In some cases, the Alliance may use exhibitors or speakers from Member companies to enhance its presence at industry events; in such cases the Alliance staff shall choose exhibitors or speakers without bias toward any particular organization. The term "industry event" as used herein shall mean a publicly recognized gathering hosted by an industry organization or alliance, nonprofit, standards body, government body, the press, by the Alliance itself, or by a public or publicly open organization that is not closely affiliated with or that benefits a particular Member organization. The Alliance shall not promote or exhibit-at events whose value inures to, or sponsorship derives from, a for-profit Member organization or group of affiliated for-profit Member companies.

The Alliance does not prohibit, and in fact encourages, its Members promoting the Alliance at organization events. Regardless, the Alliance itself cannot promote or exhibit at such events.

4.5 Organization Announcements

The Alliance shall not promote organization products, events, or news unless the intended and primary benefit of the promotion inures to the Alliance. This prohibition shall not preclude the Alliance from noting such products, events, or news (i) on the RAIN Alliance website, (ii) in Alliance newsletters or (iii) in Alliance revenue-generating activities. The RAIN Alliance President, in their sole discretion, shall determine if a promotion is in the Alliance's interest.

4.6 RAIN Alliance Meetings

As a part of meetings organized by the Alliance, Members may be offered exhibiting opportunities. These opportunities are open to every Member and Members are required to respect the other Members around them. This may include (but is not limited to):

- Respect the boundaries assigned, remaining in the space allocated and not encroaching on other spaces
- Not using oversized exhibition materials that exceed the space allocated and/or block the view of another exhibitors' space
- Not denigrate the other exhibitors publicly

- Not placing advertising material for the company in areas outside the allocated area without direct permission from the President of the Alliance
- The RAIN Alliance meetings are for the benefit of all Members
- No Member may use the RAIN Alliance Branding to suggest that the Alliance promotes any Member preferentially
- Co-located meetings or events shall be reviewed by the Board and approved by the RAIN Alliance President

5 Maintenance of these Operating Procedures

The Board of Directors maintains these Operating Procedures. Any revisions to these Operating Procedures must be approved by the Board of Directors or their designee. In the event of any discrepancies, the Bylaws shall take precedence over the Operating Procedures.

Exhibit A

Project Data Sheet

Workgroup Name:

Proposed Project:

Project Objective(s):

What are the benefits/value expected from this project?

Market/Audience Considerations:

Market: _____

Audience: _____

Market Size: _____

Audience Size: _____

List other groups or associations (e.g. NFC Forum), if any, that should be involved in this project. (include other Workgroups in the alliance.)

How will the results of the project be measured to determine if the project was successful upon completion and/or implementation?

Who will be the "Project Editor"?

SUBMITTED BY: _____ _____	IF NOT APPROVED, DATE RETURNED:
DATE SUBMITTED: _____ DATE REVIEWED: _____	IF APPROVED, DATE PROJECT APPROVED:
	DATE FINAL PROJECT COMPLETED:
APPROVAL ACTION: _____APPROVED _____ DISAPPROVED DATE: _____ SIGNED _____	