

CONSTITUTION

Constitution of Terrene Foundation

Company Limited by Guarantee (Non-Charity), registered in Singapore under the Companies Act 1967

ENTITY	Terrene Foundation Limited
UEN	202611556G
CLAUSES	77, of which 11 are entrenched
RENDERED	22 August 2026
LICENCE	CC BY 4.0

This rendering reproduces the text published at terrene.foundation. The authoritative version is the constitution filed with ACRA Singapore, obtainable through the BizFile+ portal.

Constitution of Terrene Foundation Limited

Full legal text. Entrenched provisions are marked where they occur.

Rendered from the published text at <https://terrene.foundation/governance/constitution/full-text/> on 2026-08-22. The authoritative version is the document filed with ACRA Singapore, available through the BizFile+ portal.

All 77 clauses of the Constitution of Terrene Foundation Limited (UEN 202611556G), as filed with ACRA Singapore. Entrenched provisions are called out in a bordered note immediately before the clause they protect. The authoritative version is the document filed with ACRA, available through the BizFile+ portal.

PART I - PRELIMINARY

Clause 1. Name

The name of the Company is **Terrene Foundation** (the "**Foundation**").

Clause 2. Registered Office

The registered office of the Foundation shall be in Singapore.

Clause 3. Definitions and Interpretation

In this Constitution, unless the context otherwise requires:

- "**Act**" means the Companies Act 1967 of Singapore, as amended from time to time.
- "**Affiliate**" means, in relation to an entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with that entity, where "control" means beneficial ownership of 25% or more of the voting securities or equivalent ownership interest, or the power to direct or cause the direction of the management and policies of the entity.
- "**Board**" means the Board of Directors of the Foundation.
- "**CAC**" means the Corporate Advisory Council established under Clause 18.
- "**Chair**" means the chairperson of the Board.
- "**Committer Member**" means a Member admitted under Clause 10(b) with voting rights.
- "**Community-Elected Director**" means a Director elected by Committer Members at a General Meeting under Clause 26(a).
- "**Constitution**" means this Constitution as amended from time to time.
- "**Corporate Sponsor**" means an organization providing financial support under Part V.
- "**Director**" means a director of the Foundation for the time being.

- **"Emeritus Member"** means a former Committer Member who has transitioned to non-voting status under Clause 14(d). An Emeritus Member retains all rights of a Community Member and may be reinstated to Committer Member status under the process set out in Clause 14(d).
- **"Entrenched Provision"** means a provision identified in Clause 54 that is subject to the enhanced amendment process in Clause 63.
- **"Executive Director"** means the chief executive officer of the Foundation appointed under Clause 44.
- **"Essential Business"** means (i) approval of recurring expenditure necessary for the Foundation's continued operation (including rent, salaries, insurance, and utilities) and individual non-recurring transactions not exceeding S\$25,000, (ii) compliance with statutory obligations, (iii) matters with imminent legal or regulatory deadlines, and (iv) appointment of officers required by the Act.
- **"Foundation"** means Terrene Foundation.
- **"General Meeting"** means a general meeting of Members.
- **"Government Observer"** means a non-voting representative of a Singapore government agency invited to attend Board meetings under Clause 34.
- **"Governance Phase"** means the applicable governance phase determined under Part XXI.
- **"Institutional Director"** means a Director nominated by an Institutional Partner and appointed under Clause 18B.
- **"Institutional Partner"** means a trade association, industry body, academic institution, or standards organization admitted under Part V-A.
- **"Independent Director"** means a Director who meets the independence criteria in Clause 33.
- **"Material Interest"** means (i) equity or beneficial ownership of 1% or more in a private entity, (ii) equity or beneficial ownership of 5% or more in a publicly listed entity, (iii) any economic interest (including options, warrants, or convertible instruments) with a value exceeding S\$10,000, (iv) any employment, directorship, or consultancy relationship, or (v) any other interest that the Board (or, once established, the Governance and Nominations Committee) determines is material in the circumstances.
- **"Member"** means a member of the Foundation admitted under Part IV.
- **"Ordinary Resolution"** means a resolution passed by a simple majority of Committer Members entitled to vote who are present and voting at a General Meeting.
- **"Significant Change"** means any change that alters the scope of Foundation standards, the terms on which specifications or software are made available, the eligibility criteria for membership or certification, or the strategic direction of the Foundation. Whether a proposed action constitutes a Significant Change shall be determined by the Board (or, once established, the Governance and Nominations Committee). Any Committer Member may refer the question to the Board (or, once established, the Governance and Nominations Committee), which shall respond within 14 days.

- **"Special Resolution"** means a resolution passed by a majority of not less than three-quarters of Committer Members entitled to vote who are present and voting at a General Meeting, of which not less than 21 days' notice has been given.
- **"Supermajority Resolution"** means a resolution passed by a majority of not less than 80% of all Committer Members entitled to vote (by headcount), of which not less than 12 months' notice has been given to all Members and published on the Foundation's website, and in which only Committer Members who have been Committer Members for at least 12 continuous months prior to the date of the General Meeting are eligible to vote.
- **"TSC"** means the Technical Steering Committee.

Words importing the singular include the plural and vice versa. Words importing any gender include all genders. References to statutory provisions include amendments thereto.

PART II - OBJECTS

Clause 4. Objects of the Foundation

The Foundation is established to advance open technology standards and open-source software for trustworthy AI systems. It is **not** established for exclusively charitable purposes and does not intend to register as a charity under the Charities Act (Cap. 37).

The specific objects are:

- (a)** To develop, publish, and maintain open specifications for trustworthy AI systems, including but not limited to enterprise agent trust protocols, human-AI collaboration methodologies, and AI governance frameworks, and to make such specifications freely available under open licences;
- (b)** To steward open-source software building blocks that implement such specifications, ensuring their quality, security, and accessibility to organizations of all sizes;
- (c)** To establish and administer certification programmes for practitioners and implementations that conform to Foundation-published standards;
- (d)** To build and nurture a community of practitioners, including software developers, compliance professionals, and enterprise architects, who build trustworthy AI systems using open standards;
- (e)** To engage with regulatory bodies, standards organizations, industry associations, and government agencies to advance the adoption of open standards for AI governance;
- (f)** To conduct and commission research, education, and training activities in furtherance of the above objects;
- (g)** To do all such other things as are incidental or conducive to the attainment of the above objects.

Clause 5. Powers

In furtherance of the objects set out in Clause 4, the Foundation shall have the power to:

- (a) Accept sponsorships, grants, membership fees, and voluntary contributions;
- (b) Enter into agreements, licences, and partnerships with any person, organization, or government agency;
- (c) Acquire, hold, manage, license, and dispose of intellectual property, including patents, copyrights, trademarks, and trade secrets, subject to the intellectual property policy in Part XI;
- (d) Establish, fund, and manage subsidiary entities or programmes as the Board may from time to time determine;
- (e) Employ or engage staff, consultants, and contractors;
- (f) Charge fees for certification, training, events, and other services in furtherance of the Foundation's objects;
- (g) Invest surplus funds in a prudent manner consistent with the Foundation's non-profit purposes;
- (h) Do all such things as may be necessary, incidental, or conducive to the attainment of any of the objects of the Foundation.

Clause 6. Application of Income and Property

Entrenched provision: Non-profit constraint (Clause 6)

- (a) The income and property of the Foundation shall be applied solely towards the promotion of the objects of the Foundation as set out in this Constitution. **This is an Entrenched Provision** (see Part XII).
- (b) No portion of the income or property of the Foundation shall be paid or transferred, directly or indirectly, by way of dividend, bonus, or otherwise by way of profit, to the Members or Corporate Sponsors of the Foundation.
- (c) Nothing in sub-clause (b) shall prevent the payment in good faith of:
 - (i) reasonable remuneration to any officer, employee, or agent of the Foundation for services actually rendered;
 - (ii) reasonable fees or honoraria to Directors in accordance with Clause 49;
 - (iii) reimbursement of reasonable out-of-pocket expenses incurred on behalf of the Foundation;
 - (iv) interest at a rate not exceeding the prevailing market rate on money lent by a Member or Director to the Foundation;
 - (v) payment for goods or services provided at arm's length and at fair market value, subject to the conflict of interest provisions in Part VIII.

Clause 7. No Conversion to Share Company

Entrenched provision: No share conversion (Clause 7)

The Foundation shall not convert to a company limited by shares, issue any shares, or create any class of equity interest. **This is an Entrenched Provision** (see Part XII).

PART III - MEMBERS' GUARANTEE

Clause 8. Liability of Members

The Foundation is a company limited by guarantee and does not have a share capital.

Clause 9. Members' Guarantee

Every Member of the Foundation undertakes to contribute such amount as may be required, not exceeding **one Singapore Dollar (S\$1.00)**, to the assets of the Foundation if the Foundation is wound up while the Member is a Member, or within one year after the Member ceases to be a Member, for:

- (a) payment of the debts and liabilities of the Foundation contracted before the Member ceases to be a Member;
 - (b) payment of the costs, charges, and expenses of winding up; and
 - (c) adjustment of the rights of the contributories among themselves.
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PART IV - MEMBERSHIP

Clause 10. Membership Categories

The Foundation shall have two categories of membership. Only natural persons may be Members. Organizations participate through Corporate Sponsorship (Part V), not through membership.

(a) Community Member (non-voting):

- Open to any individual who registers an interest in the Foundation's work.
- Fee: Nil.
- Community Members may participate in public RFC processes, attend community events, contribute to Foundation projects, and attend General Meetings as observers (without voting rights).

(b) Committer Member (voting, 1 vote per person):

- Open to individuals who have demonstrated sustained, meritorious contribution to one or more Foundation-stewarded projects or specifications.
- Fee: Nil.
- Admission is by nomination from an existing Committer Member, seconded by at least one other Committer Member, and approved by majority vote of existing Committer Members. During Governance Phase 1 (see Clause 76), the Founder may admit the initial Committer Members directly, subject to meeting the published contribution criteria.
- Each Committer Member has exactly **one (1) vote** at General Meetings. There is no weighted or differential voting.

Clause 11. Merit-Based Admission of Committer Members

(a) Contributions qualifying for Committer Member nomination include, but are not limited to: code contributions, specification drafting, documentation, testing, community mentorship, translation, and sustained engagement in working groups.

(b) The Board (or, from Governance Phase 3 onward, the Governance and Nominations Committee, having received recommendations from the TSC) shall publish and maintain objective criteria for evaluating contributions, and shall review the criteria annually. The initial criteria shall be published at incorporation as a schedule to this Constitution or on the Foundation's website.

(c) The Board may refuse membership only if:

- (i) the applicant does not meet the published contribution criteria;
- (ii) the applicant's membership would create an unmanageable conflict of interest; or
- (iii) the applicant has been previously expelled under Clause 14.

Refusal shall be accompanied by written reasons and may be appealed to the Board (or, once established, the Governance and Nominations Committee).

Clause 12. Membership Growth Safeguard

(a) In any 12-month period, the total number of Committer Members shall not increase by more than 100% over the number at the start of that period, or by more than 20 new Committer Members, whichever is greater.

(b) Any increase beyond the limit in sub-clause (a) requires approval by a majority of Independent Directors (or, during Governance Phase 1, by the Board).

(c) This safeguard exists to prevent membership flooding as a capture tactic and shall not be used to suppress legitimate organic growth.

Clause 13. Register of Members

The Foundation shall maintain a register of Members in accordance with the Act.

Clause 14. Cessation of Membership

A Member shall cease to be a Member:

- (a)** upon giving written notice of resignation to the Foundation, such resignation taking effect 30 days after receipt;
- (b)** upon expulsion by Special Resolution at a General Meeting, provided the Member has been given not less than 14 days' notice of the proposed expulsion and has been afforded an opportunity to be heard;
- (c)** upon death;
- (d)** upon a Committer Member's failure to make any contribution to a Foundation-stewarded project or specification for a continuous period of 36 months, in which case the Member shall transition to Emeritus Member status (as defined in Clause 3). An Emeritus Member retains all rights of a Community Member (including attending General Meetings as an observer and participating in RFC processes) and remains on the register of Members. An Emeritus Member may be reinstated to Committer Member status upon resumption of contribution, subject to the nomination process in Clause 10(b). The Members' guarantee under Clause 9 continues to apply to Emeritus Members.

Clause 15. Employer Diversity Safeguard

- (a)** No single employer (including its Affiliates) may have its employees or contractors constitute more than 33% of the total Committer Members eligible to vote at any General Meeting.
 - (b)** If this threshold is exceeded at the time a General Meeting is convened, the excess Members (determined by most recent admission date) shall be deemed non-voting for that General Meeting only.
 - (c)** For the purposes of this Clause, "employer" includes any entity with which the Member has an employment, consulting, or contractor relationship.
 - (d)** This Clause shall not apply when the total number of Committer Members is fewer than 10.
 - (e)** For the purposes of this Clause, persons acting in concert shall be treated as employees of a single employer. Whether persons are acting in concert shall be determined by the Board (or, from Governance Phase 3 onward, the Governance and Nominations Committee), having regard to factors including but not limited to: common direction, coordinated nomination patterns, shared financial interests, contemporaneous applications from a single source, and any other circumstance suggesting coordinated action to influence Foundation governance. Any Committer Member may refer the question to the Board, which shall respond within 14 days. The determination may be appealed to the General Meeting by Ordinary Resolution.
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PART V - CORPORATE SPONSORS

Clause 16. Corporate Sponsorship Categories

Organizations may support the Foundation financially through Corporate Sponsorship. **Corporate Sponsors receive no voting rights and no governance power.** Sponsorship and governance are entirely separate.

Tier	Annual Fee	Benefits
Platinum	As determined by the Board	Logo on website, CAC seat (once established), early access to draft specifications
Gold	As determined by the Board	Logo on website, CAC seat (once established), community event recognition
Silver	As determined by the Board	Logo on website
Bronze	As determined by the Board	Listing on website

Clause 17. Separation of Funding and Governance

(a) Corporate Sponsors shall have no vote at General Meetings.

(b) Corporate Sponsors shall not be entitled to nominate, elect, or appoint Directors.

(c) Corporate Sponsorship shall not entitle any organization to preferential treatment in the Foundation's technical processes, certification programmes, or standards development.

Entrenched provision: Separation of funding and governance (Clause 17(d))

(d) The Foundation shall not enter into any sponsorship agreement that conditions financial support on governance influence, technical direction, or preferential treatment. **This is an Entrenched Provision** (see Part XII).

Clause 18. Corporate Advisory Council

(a) Once the Foundation has 3 or more Platinum or Gold Corporate Sponsors, the Board shall establish a Corporate Advisory Council ("CAC") comprising their representatives.

(b) The CAC may advise the Board on industry needs, market adoption, and ecosystem development. CAC recommendations are non-binding.

(c) The CAC shall have no power to direct, veto, or influence Board decisions, General Meeting resolutions, TSC decisions, or any other governance matter.

(d) CAC meetings shall be minuted and summaries shall be published on the Foundation's website.

PART V-A - INSTITUTIONAL PARTNERS

Clause 18A. Institutional Partner Status

(a) The Board may invite trade associations, industry bodies, academic institutions, or standards organizations to become Institutional Partners of the Foundation. Institutional Partners are not Members and are not Corporate Sponsors.

(b) The purpose of Institutional Partnership is to provide the Foundation with credibility, ecosystem connectivity, and operational support, while preserving the Foundation's independent community governance.

(c) The maximum number of Institutional Partners at any time shall be 4.

Clause 18B. Institutional Partner Board Representation

(a) Each Institutional Partner may nominate one natural person for appointment as an **Institutional Director**. The maximum number of Institutional Directors serving on the Board at any time shall be **2**. Institutional Directors are available from Governance Phase 2 onward. Where the number of Institutional Partners exceeds 2, the Board (or, from Governance Phase 3 onward, the Governance and Nominations Committee) shall determine which nominations to present for appointment, giving preference to nominations from Institutional Partners that have been partners for the longest continuous duration. Institutional Partners whose nominations are not selected in a given cycle shall have priority in the next vacancy.

(b) A nominee for Institutional Director must:

- (i) be a natural person who is not disqualified from acting as a director under the Act;
- (ii) have relevant expertise in open standards, technology governance, industry development, academia, or a related field; and
- (iii) not simultaneously serve as a director or senior officer of any Corporate Sponsor contributing more than 10% of Foundation revenue.

(c) Institutional Directors shall be appointed by Ordinary Resolution of the Board (or, from Governance Phase 3 onward, by a majority of Independent Directors). The Board may decline a nomination if the nominee does not meet the criteria in sub-clause (b), and shall provide written reasons.

(d) Institutional Directors shall have the same voting rights, fiduciary duties, and obligations as all other Directors, including duties of good faith, due diligence, and loyalty to the Foundation. **An Institutional Director's duty of loyalty is owed to the Foundation, not to the nominating Institutional Partner.**

(e) An Institutional Director who receives a direction or instruction from the nominating Institutional Partner that conflicts with the Director's fiduciary duties to the Foundation shall disclose the direction to the Chair (or, if the Chair is conflicted, to the most senior Independent Director) and shall act in the Foundation's interest.

(f) An Institutional Director shall vacate office upon:

- (i) any of the grounds for vacation of office set out in Clause 30(b);
- (ii) cessation of the nominating Institutional Partner's status under Clause 18C; or
- (iii) written notice from the nominating Institutional Partner withdrawing the nomination, taking effect 30 days after receipt by the Foundation (or such earlier date as the Board and the Institutional Director may agree).

(g) Institutional Directors shall be subject to the same term limits as other Directors under Clause 28. Upon expiry of an Institutional Director's term, the nominating Institutional Partner may re-nominate the same individual or nominate a different individual, subject to the term limit provisions. Where an Institutional Director has served 2 consecutive terms, the nominating Institutional Partner shall nominate a different individual for the next term.

(h) Institutional Partners may also nominate individuals to stand for Community-Elected Director seats, but those individuals must be nominated and elected through the same process as any other candidate and must meet all applicable eligibility criteria.

(i) Institutional Partners shall have no vote at General Meetings.

(j) Institutional Partner status shall not entitle any organization to preferential treatment in the Foundation's technical processes, certification programmes, or standards development.

(k) The Foundation may enter into an Institutional Partnership Agreement with each Institutional Partner, defining mutual commitments such as: introductions to government and industry, shared events, operational support (office space, secretariat services), co-marketing, and any financial contributions. Such agreements shall be published on the Foundation's website (with commercially sensitive terms redacted).

Clause 18C. Admission and Cessation of Institutional Partners

(a) Institutional Partners shall be admitted by Ordinary Resolution of the Board (or, from Governance Phase 3 onward, by a majority of Independent Directors).

(b) An Institutional Partner shall cease to be an Institutional Partner:

- (i) upon giving 90 days' written notice of withdrawal;
- (ii) upon termination by the Board for material breach of the Institutional Partnership Agreement, subject to 30 days' notice and opportunity to cure;
- (iii) upon dissolution of the Institutional Partner.

(c) Cessation of Institutional Partner status shall not affect the validity of any Board proceedings or Foundation decisions.

PART VI - GENERAL MEETINGS

Clause 19. Annual General Meeting

(a) The Foundation shall hold its first Annual General Meeting ("**AGM**") within 18 months of incorporation, in accordance with Section 175A of the Act.

(b) Thereafter, the Foundation shall hold an AGM in each calendar year, not more than 15 months after the previous AGM, and not more than 6 months after the end of the financial year.

(c) The business of the AGM shall include:

- (i) receiving the Directors' report and audited financial statements;
- (ii) election of Directors (where applicable under the current Governance Phase);
- (iii) appointment or re-appointment of auditors;
- (iv) any other business specified in the notice.

Clause 20. Extraordinary General Meetings

(a) The Board may convene an Extraordinary General Meeting ("**EGM**") at any time.

(b) The Board shall convene an EGM upon receiving a written requisition from Committer Members holding not less than 10% of total votes (or, if there are fewer than 10 Committer Members, from any 2 Committer Members).

(c) If the Board does not convene the meeting within 21 days of the requisition, the requisitionists may convene it themselves, provided such meeting is held within 3 months of the requisition.

Clause 21. Notice of General Meetings

(a) Not less than 14 days' notice (or 21 days' for meetings at which a Special Resolution is to be proposed) shall be given to all Members entitled to attend.

(b) Notice may be given by electronic means to the email address on the register of Members.

(c) Accidental omission to give notice to any Member shall not invalidate proceedings at the meeting.

Clause 22. Electronic General Meetings

General Meetings may be held by electronic means (including video conference) provided that all Members entitled to attend can participate and vote effectively through the electronic means provided.

Clause 23. Quorum

(a) The quorum for a General Meeting shall be the greater of: (i) 20% of Committer Members entitled to vote, or (ii) 2 Committer Members, present in person, by electronic means, or by

proxy.

(b) If a quorum is not present within 30 minutes of the time appointed for the meeting, the meeting shall be adjourned to a date not fewer than 14 and not more than 28 days later, at such time and place (including electronic means) as the Chair may determine, with notice given to all Members.

(c) At an adjourned meeting, the quorum shall be the lesser of the original quorum or 3 Committer Members, but in no case fewer than 2 Committer Members.

(d) No Special Resolution or Supermajority Resolution may be passed at an adjourned meeting operating under the reduced quorum in sub-clause (c).

Clause 24. Voting

Entrenched provision: One person, one vote (Clause 24(a))

(a) At a General Meeting, each Committer Member present in person, by electronic means, or by proxy shall have **one (1) vote. This is an Entrenched Provision** (see Part XII).

(b) Except where the Act or this Constitution requires a Special Resolution or Supermajority Resolution, decisions shall be by Ordinary Resolution.

(c) Voting may be conducted by show of hands, poll, or electronic means, as the Chair of the meeting may determine.

(d) In the event of an equality of votes, the motion shall be deemed not carried. The Chair of the meeting shall not have a casting vote at General Meetings.

Clause 25. Proxies

(a) A Committer Member may appoint another Committer Member as proxy to attend, speak, and vote at a General Meeting. In accordance with Section 181(1C) of the Act, only Members of the Foundation may be appointed as proxies.

(b) No Committer Member may hold proxies for more than 3 other Committer Members.

(c) The instrument appointing a proxy shall be in writing, signed by the appointing Member, and deposited at the registered office of the Foundation (or submitted electronically in a form approved by the Board) not less than 48 hours before the meeting.

PART VII - BOARD OF DIRECTORS

Clause 26. Number and Composition

Entrenched provision: Independent Board majority (Clause 26(d))

(a) The Board shall consist of not fewer than 1 and not more than 11 voting Directors (including up to 2 Institutional Directors nominated by Institutional Partners under Clause 18B), plus up to 1 non-voting Government Observer. The number and composition of Directors shall be governed by the applicable Governance Phase (see Clause 76). From Governance Phase 3 onward, the Board shall comprise three estates:

Estate	Seats	Selection Method
Independent Directors	Not fewer than 6 (must be a Board majority)	Appointed by Governance and Nominations Committee, subject to ratification under Clause 27B
Community-Elected Directors	Up to 3	Elected by Committer Members at General Meeting under Clause 27A
Institutional Directors	Up to 2	Nominated by Institutional Partners, appointed by the Board

In addition, the Board may include a Government Observer (1 non-voting seat, invited by the Board).

(b) At least one Director shall be ordinarily resident in Singapore in accordance with the Act.

(c) No Director may occupy more than one category seat simultaneously (applicable from Governance Phase 2 onward).

(d) From Governance Phase 3 onward, the Board shall maintain not fewer than 6 Independent Directors at all times, and Independent Directors shall at all times constitute a majority of the Board. If the number of Independent Directors falls below 6 or ceases to constitute a majority for any reason, the Board shall fill the vacancy within 90 days, and until the vacancy is filled, the Board may transact Essential Business only, provided it has at least 3 Independent Directors. If the number of Independent Directors falls below 3, the Board shall convene an Extraordinary General Meeting within 30 days to address the governance crisis. **This requirement, once triggered, is an Entrenched Provision** (see Part XII).

Clause 27. Appointment and Election of Directors

(a) The first Director(s) shall be those named in the incorporation documents.

(b) Thereafter, appointment and election shall follow the process prescribed for the applicable Governance Phase (see Clause 76).

Clause 27A. Election of Community-Elected Directors

(a) From Governance Phase 2 onward, Community-Elected Directors shall be elected by Committer Members at a General Meeting. The Board shall adopt and publish an election policy before the first election, which shall include at a minimum:

- (i) a nomination period of not less than 30 days;
- (ii) eligibility criteria for candidates (which may include a requirement to be a Committer Member or to have demonstrated relevant expertise);

- (iii) the form of ballot (secret ballot, show of hands, or electronic voting);
- (iv) tie-breaking procedures; and
- (v) procedures for contested and uncontested elections.

(b) If the Board has not adopted an election policy by the date of the first election, the following default rules shall apply: any Committer Member may nominate a candidate (including themselves) by written notice to the Board not less than 14 days before the General Meeting; each Committer Member shall vote for up to the number of vacant seats; candidates with the most votes shall be elected; ties shall be resolved by lot conducted by the Chair of the meeting.

(c) The election policy may be amended by the Board from time to time, subject to the RFC process in Clause 61 if the amendment constitutes a Significant Change.

Clause 27B. Ratification of Independent Directors

(a) From Governance Phase 3 onward, the appointment of Independent Directors recommended by the Governance and Nominations Committee shall be subject to ratification by Ordinary Resolution at the next General Meeting following the appointment.

(b) If ratification is not obtained, the Director shall vacate office within 30 days, and the Governance and Nominations Committee shall propose an alternative candidate within 60 days.

(c) Pending ratification, the appointed Director may act as a full member of the Board.

Clause 28. Terms of Office

(a) Each Director shall serve a term of 3 years, except during Governance Phase 1 where the Founder serves until Governance Phase 2 is triggered.

(b) From Governance Phase 2 onward, no Director may serve more than 2 consecutive terms, except that after a gap of at least one full term (3 years), a former Director may be re-appointed.

(c) From Governance Phase 3 onward, one-third of elected seats (rounded up) shall be subject to election annually on a staggered basis. The initial stagger shall be determined by lot at the first election under this provision, with Directors drawing terms of 1, 2, or 3 years respectively. Thereafter, all elected terms shall be 3 years.

Clause 29. Founder Provisions

Entrenched provision: Founder chairmanship restriction (Clause 29(b))

(a) The Founder of the Foundation (being Dr. Jack Hong) shall serve as a Director and Chair from incorporation until Governance Phase 2 is triggered. This is a practical necessity for a solo-founder CLG and does not establish any permanent governance right.

(b) The Founder shall not serve as Chair of the Board once Governance Phase 3 is triggered. **This restriction is permanent and irrevocable. This is an Entrenched Provision** (see Part XII).

(c) The Founder shall not chair any committee of the Board at any time after Governance Phase 2 is triggered.

(d) From Governance Phase 3 onward, the Founder may hold a seat on the Board only if elected through the normal Community-Elected Director election process and subject to the same term limits as any other Director.

(e) At all times (including Governance Phase 1), the Founder shall recuse from all votes on matters that could reasonably be perceived as benefiting any entity in which the Founder holds a Material Interest. During Governance Phase 1 where the Founder is the sole Director, such matters shall be deferred until additional Directors are appointed, or shall be disclosed to all Committer Members (if any) in writing before the Founder acts. This includes but is not limited to:

- (i) contracts or transactions involving any entity in which the Founder holds a Material Interest;
- (ii) evaluation, adoption, or endorsement of technologies that compete with or complement products of any entity in which the Founder holds a Material Interest;
- (iii) budget allocations that could disproportionately benefit any such entity.

(f) Upon triggering of Governance Phase 3, the Board shall elect a Chair who is an Independent Director within 90 days of the Board reaching the minimum composition required by Clause 26(d).

(g) If during Governance Phase 1, the sole Director is unable to act for any reason for a continuous period of 60 days, any 2 Committer Members (or, if there are fewer than 2 Committer Members, the Company Secretary) may convene an Extraordinary General Meeting to appoint one or more additional Directors. If the Foundation has no Committer Members other than the incapacitated Director and the Company Secretary is unable to act, any Member of the Foundation may apply to the court for an order under Section 227 of the Act.

(h) During any period in Governance Phase 1 where there are no Committer Members other than the Founder, the Founder shall:

- (i) not enter into any related-party transaction (as defined in Clause 42) exceeding S\$10,000 without prior written approval of the Company Secretary or an independent advisor;
- (ii) not approve any single expenditure exceeding S\$50,000 without prior approval of an independent advisor appointed by the Board;
- (iii) publish quarterly financial summaries on the Foundation's website or public repository; and
- (iv) use best efforts to admit at least 3 additional Committer Members within 24 months of incorporation.

Clause 30. Removal of Directors

(a) A Director may be removed from office by Special Resolution at a General Meeting, provided that the Director has been given not less than 14 days' notice and an opportunity to be heard.

(b) A Director shall vacate office if the Director:

- (i) becomes of unsound mind or is the subject of a court order on grounds of mental disorder;
- (ii) becomes bankrupt or makes an arrangement with creditors;
- (iii) is absent from Board meetings for 3 consecutive meetings without leave of the Board;
- (iv) gives written notice of resignation;
- (v) is convicted of an offence involving fraud or dishonesty;
- (vi) ceases to meet the eligibility requirements for the relevant Board category (applicable from Governance Phase 2 onward).

Clause 31. Director Cooling-Off Period

(a) From Governance Phase 2 onward, any Director who served within the past 12 months shall not accept employment, directorship, consultancy, or any remunerated role with any Corporate Sponsor that contributed more than 10% of the Foundation's annual revenue during the Director's term, for a period of 12 months after ceasing to be a Director.

(b) This obligation shall be a condition of appointment, shall be included in the Director's letter of appointment, and shall be enforceable by the Foundation by way of injunctive relief and/or damages. The restriction is worldwide, which the parties agree is reasonable given the Foundation's global operations.

Clause 32. Board Meetings

(a) The Board shall meet at least 4 times in each calendar year (or, during Governance Phase 1 with a sole Director, at least 2 times).

(b) The Chair or any 3 Directors (or any 2, if the Board has fewer than 5 members) may call a Board meeting by giving not less than 7 days' notice, except in the case of an emergency meeting which may be convened on 24 hours' notice.

(c) Board meetings may be held in person, by telephone conference, video conference, or other electronic means.

Clause 33. Independence Criteria

A Director is "Independent" for purposes of this Constitution if the Director:

(a) has no financial relationship (including employment, consultancy, or directorship) with any Corporate Sponsor contributing more than 5% of the Foundation's annual revenue, and has not had such a relationship in the past 3 years;

- (b)** has no family relationship (within the second degree of kinship) with the Founder or any director or senior officer of any such Corporate Sponsor;
- (c)** has not received gifts or benefits exceeding S\$1,000 in aggregate from any such Corporate Sponsor in the past 3 years;
- (d)** does not hold a Material Interest in any such Corporate Sponsor;
- (e)** is not and has not been an employee or agent of the Foundation within the past 2 years; and
- (f)** has no other relationship that could reasonably be perceived to interfere with the exercise of independent judgment, as determined by the Board (or, once established, the Governance and Nominations Committee).

For the avoidance of doubt, an Institutional Director appointed under Clause 18B shall not be considered an Independent Director for any purpose under this Constitution.

Clause 34. Government Observer

- (a)** From Governance Phase 2 onward, the Board may invite a representative from IMDA, MAS, or such other Singapore government agency as the Board may determine to serve as a non-voting Government Observer.
- (b)** The Government Observer shall have the right to attend and speak at Board meetings but shall not vote.
- (c)** If no government agency nominates an observer within 6 months of invitation, the seat shall remain vacant until filled. The vacancy of this seat shall not affect the validity of Board proceedings.

Clause 35. Quorum of Board

- (a)** The quorum for a Board meeting shall be a majority of Directors, provided that once the Board has 3 or more Independent Directors, the quorum must include at least 2 Independent Directors.
- (b)** For a meeting convened to consider matters involving conflict of interest or related-party transactions, the quorum shall include all available Independent Directors (minimum 2 Independent Directors if the Board has them, otherwise the full Board with disclosure to all Committer Members).
- (c)** If a quorum is not achieved after two attempts within 30 days, the Chair (or if the Chair is absent or conflicted, the most senior Independent Director by length of service) shall convene an Extraordinary General Meeting within 60 days to address the governance failure, including removal and replacement of absent Directors.
- (d)** Pending the EGM under sub-clause (c), Essential Business may be transacted by any 2 Directors (or by the sole Director during Governance Phase 1).

Clause 36. Voting at Board Meetings

(a) Decisions at Board meetings shall be by simple majority unless this Constitution requires otherwise.

(b) Each Director shall have one vote. The Chair shall have a casting vote in the event of an equality of votes.

(c) A resolution in writing signed by all Directors shall be as valid as if passed at a Board meeting, provided that (from Governance Phase 2 onward):

- (i) written resolutions shall not be used for matters requiring enhanced quorum under Clause 35(b);
- (ii) written resolutions shall not be used for Board Reserved Matters under Clause 37;
- (iii) written resolutions shall not be used for any matter in which a Director is required to recuse under Clause 41;
- (iv) each written resolution must be accompanied by a conflict-of-interest declaration from each signing Director.

Clause 37. Board Reserved Matters

The following matters require Board approval at a duly convened Board meeting and may not be delegated (from Governance Phase 2 onward, they may not be decided by written resolution):

(a) Recommendation to amend this Constitution (subject to Member approval);

(b) Approval of the annual budget;

(c) Appointment or removal of the Executive Director (once appointed);

(d) Approval of expenditure or commitments exceeding S\$100,000;

(e) Approval of related-party transactions;

(f) Changes to membership criteria;

(g) Initiation or settlement of litigation exceeding S\$50,000;

(h) Recommendation to dissolve the Foundation (subject to Member approval).

Clause 38. Member-Proposed Amendments

(a) Committer Members holding not less than 10% of total votes (or, if there are fewer than 10 Committer Members, any 2 Committer Members) may propose an amendment to this Constitution by written requisition to the Board.

(b) The Board shall place the proposed amendment on the agenda of the next General Meeting, subject to the 30-day comment period in Clause 62(c).

(c) The Board may not refuse to put a validly requisitioned amendment to a vote.

PART VIII - CONFLICT OF INTEREST

Clause 39. Disclosure

- (a) Every Director and senior officer shall complete an annual conflict of interest disclosure, listing all Material Interests and all relationships with entities that may interact with the Foundation.
- (b) Any change in circumstances that could give rise to a conflict shall be disclosed within 7 days.
- (c) At the start of any Board or committee meeting, the Chair shall invite disclosure of conflicts relevant to any agenda item.

Clause 40. Conflict of Interest Register

- (a) The Foundation shall maintain a conflict of interest register.
- (b) The register, redacted only for personal contact information and national identification numbers, shall be made available to any Committer Member upon request.
- (c) A summary of the register shall be published in the Foundation's annual report.

Clause 41. Recusal

- (a) A Director with a conflict of interest in a matter before the Board shall declare the interest, leave the meeting room (whether physical or virtual) during discussion and voting on that matter, and shall not receive confidential deliberation materials relating to that matter.
- (b) The following situations trigger mandatory recusal (no discretion):

Situation	Who Must Recuse
Contract or transaction with any entity in which any Director holds a Material Interest	All Directors with the Material Interest
Evaluation, adoption, or endorsement of technology	All Directors holding Material Interests in competing or complementary technology providers
Budget allocation that could disproportionately benefit any entity	All Directors with Material Interest in that entity
Any matter involving the Founder's other entities	The Founder
Any matter in which the Independent Directors (or Board majority) determine a reasonable perception of conflict exists	The identified Director(s)

- (c) During Governance Phase 1, where the Founder is the sole Director, any matter triggering mandatory recusal shall be disclosed in writing to all Committer Members (if any) with a 14-day objection period before the Founder may act. If any Committer Member objects, the matter shall be deferred until additional Directors are appointed.

(d) Failure to recuse when required (from Governance Phase 2 onward) renders the decision voidable at the election of a majority of Independent Directors.

Clause 42. Related-Party Transactions

(a) All transactions between the Foundation and any entity in which a Director, the Founder, or any Corporate Sponsor contributing more than 5% of Foundation revenue holds a Material Interest shall be:

- (i) at arm's length and at fair market value;
- (ii) approved by a committee consisting solely of Independent Directors, with no fewer than 2 Independent Directors voting (or, during Governance Phases 1-2, disclosed to all Committer Members with a 14-day objection period);
- (iii) documented in writing;
- (iv) disclosed in the Foundation's annual report; and
- (v) for transactions exceeding S\$50,000, supported by an independent valuation or fairness opinion obtained at the Foundation's expense.

(b) For the purposes of sub-clause (a)(v), multiple transactions between the Foundation and the same related party (or its Affiliates) within any 12-month period shall be aggregated, and if the aggregate exceeds S\$50,000, each subsequent transaction shall require independent valuation regardless of its individual value.

PART IX - OFFICERS AND STAFF

Clause 43. Company Secretary

(a) The Foundation shall appoint a company secretary at incorporation or as soon as practicable thereafter, and in any event within 6 months of incorporation, in accordance with the Act.

(b) The company secretary shall be a natural person who has his or her principal or only place of residence in Singapore, in accordance with Section 171(1AA) of the Act.

Clause 44. Executive Director

(a) The Board may appoint an Executive Director who shall manage the day-to-day operations of the Foundation. An Executive Director is not required during Governance Phase 1.

(b) The Executive Director shall not have been employed by, or have held a Material Interest in, any Corporate Sponsor contributing more than 10% of Foundation revenue in the past 3 years.

(c) The Executive Director shall not accept employment, directorship, or consultancy with any such Corporate Sponsor for 2 years after leaving the Foundation.

(d) The Executive Director may approve expenditure up to S\$50,000 per transaction within the approved budget.

(e) The Executive Director shall serve renewable terms of 4 years. Renewal shall require Board approval. No Executive Director shall serve more than 12 consecutive years.

Clause 45. Staff Neutrality

All Foundation staff (including the Executive Director, employees, and contractors) shall:

- (a)** not hold equity or Material Interest in any Corporate Sponsor contributing more than 5% of Foundation revenue (or divest or place in a blind trust managed by an independent trustee within 90 days of engagement);
- (b)** not receive compensation from any such Corporate Sponsor during Foundation engagement;
- (c)** not maintain consulting agreements with any such Corporate Sponsor;
- (d)** disclose any family relationships with executives of Corporate Sponsors; and
- (e)** sign a neutrality attestation annually.

Clause 46. Whistleblower Protection

- (a)** The Foundation shall establish and maintain a whistleblower protection policy (this may be a simple written policy during Governance Phases 1-2).
- (b)** Any person who in good faith reports a suspected violation of this Constitution, applicable law, or Foundation policy to the Chair of the Board, to any Independent Director, or to the auditor, shall be protected from retaliation.
- (c)** Retaliation against a whistleblower (including termination, demotion, harassment, or exclusion from Foundation activities) shall be grounds for:
 - (i) notwithstanding Clause 30(a), removal of a retaliating Director by Ordinary Resolution;
 - (ii) termination of a retaliating officer or employee; or
 - (iii) termination of the sponsorship agreement with a retaliating Corporate Sponsor.
- (d)** The Board (or, once established, the Governance and Nominations Committee) shall investigate all whistleblower reports and report findings to the Board within 30 days.

PART X - COMMITTEES

Clause 47. Board Committees

- (a)** Committees shall be established according to the applicable Governance Phase (see Clause 76). The following standing committees shall be established once the Board has sufficient membership:

Committee	Purpose	Composition	Established
Technical Steering Committee (TSC)	Standards roadmap, release management, certification criteria	3-5 members in Phase 2, expanding to up to 11 in Phase 3: mix of Board-appointed and elected by Committer Members	Phase 2
Finance and Audit Committee	Budget monitoring, audit oversight, financial policy	Independent Directors only (minimum 2)	Phase 3
Governance and Nominations Committee	Board nominations, governance review, conflict resolution, independence determinations	Independent Directors only (minimum 2)	Phase 3
Community and Programmes Committee	Membership programmes, events, community health	Board and Committer Member representation	Phase 3

(b) The quorum for any committee meeting shall be a majority of its members. No committee may transact business without a quorum.

(c) TSC employer diversity (once the TSC has 5 or more members): No more than 2 of the elected TSC seats may be held by individuals who are employed by, or have a consulting relationship with, the same entity (or its Affiliates).

(d) No Corporate Sponsor may have more than 2 of its employees or contractors on the TSC in total (including both Board-appointed and elected seats).

(e) The Board may establish additional committees from time to time.

Clause 48. TSC Patent Covenant

(a) The TSC (or, before its establishment, the Board) shall develop and maintain the terms of the Patent Covenant referenced in Clause 52.

(b) The material terms of the Patent Covenant (including the scope of the royalty-free grant, the definition of covered uses, and the conditions for grant) shall be approved by the TSC (or Board) and ratified by the Board.

(c) Any amendment to the Patent Covenant that narrows the scope of protections previously granted shall be treated as an amendment to an Entrenched Provision and shall be subject to Clause 63.

Clause 49. Director Remuneration

(a) Directors shall serve without remuneration, except that the Board may approve reasonable honoraria, not exceeding amounts benchmarked to comparable Singapore non-profit foundations.

(b) Directors shall be reimbursed for reasonable out-of-pocket expenses incurred in the performance of their duties.

(c) All Director compensation shall be disclosed individually in the Foundation's annual report.

PART XI - INTELLECTUAL PROPERTY

Clause 50. Licensing Policy

Entrenched provision: Licence stability (Clause 50(c))

(a) All specifications developed or published by the Foundation shall be released under **Creative Commons Attribution 4.0 International** (CC BY 4.0) or a licence that has been approved by Creative Commons as providing no fewer rights to users than CC BY 4.0, and that has been approved by a majority of the Board (or, from Governance Phase 3, a majority of Independent Directors) and subject to the RFC process in Clause 61.

(b) All software developed or stewarded by the Foundation shall be released under **Apache License 2.0** or a licence that has been approved by the Open Source Initiative and that provides no fewer rights to users than Apache License 2.0, and that has been approved by a majority of the Board (or, from Governance Phase 3, a majority of Independent Directors) and subject to the RFC process in Clause 61.

(c) Once a work has been released under a licence pursuant to this Clause, that version of the work shall remain under that licence permanently. Future versions may use different licences (subject to sub-clauses (a) and (b)), but no licence change shall be applied retroactively to existing releases. **This is an Entrenched Provision** (see Part XII).

Clause 51. Contributor Licence Agreements

(a) All contributions of code or other copyrightable material to Foundation-stewarded projects shall be made pursuant to a Contributor Licence Agreement ("**CLA**") or Developer Certificate of Origin ("**DCO**") in a form approved by the Board and published on the Foundation's website.

(b) The CLA or DCO shall ensure the Foundation has a perpetual, irrevocable, worldwide, royalty-free licence to use, reproduce, modify, and distribute the contribution under the applicable open licence.

Clause 52. Patent Policy

Entrenched provision: Contributor protection (Clause 52(b))

(a) The Foundation may accept patent rights from contributors under a Patent Covenant, granting users of Foundation-stewarded software and implementers of Foundation-published

specifications a perpetual, royalty-free right to use the patented technology in connection with Foundation specifications and software.

(b) Contributor patent protections, once granted under the Patent Covenant, are irrevocable and survive acquisition, merger, bankruptcy, or dissolution of the contributing entity. **This is an Entrenched Provision** (see Part XII).

Clause 52A. Patent Disclosure

(a) Any person who participates in the development, drafting, or review of a Foundation-published specification (whether as a Member, Director, contractor, or Working Group participant) shall disclose to the TSC (or, before the TSC is established, the Board) any patent or patent application of which they are personally aware that contains claims that may be essential to implementing the normative requirements of that specification.

(b) Disclosure shall be made within 30 days of becoming aware of the potentially essential claim, or within 30 days of joining the relevant Working Group, whichever is later.

(c) The TSC (or Board) shall maintain a public register of disclosed patents and patent applications on the Foundation's website.

(d) A person who discloses an essential claim under this Clause shall, as a condition of continued participation, commit to licensing that claim on a royalty-free basis to any person implementing the normative requirements of the relevant Foundation-published specification, on terms no less favourable than the Patent Covenant.

(e) Failure to disclose a known essential claim does not invalidate the Foundation's proceedings but may constitute grounds for cessation of membership under Clause 14(b) or removal from the relevant Working Group.

Clause 53. Trademarks

(a) The Foundation shall own and manage the "Terrene Foundation" name and mark, the "Terrene" mark, and any certification marks.

(b) Use of Foundation trademarks and certification marks shall be governed by a trademark usage policy adopted by the Board and published on the Foundation's website.

PART XII - ENTRENCHED PROVISIONS

Clause 54. Identification of Entrenched Provisions

The following provisions of this Constitution are Entrenched Provisions and may only be amended pursuant to the enhanced amendment process in Clause 63:

(a) Non-profit constraint (Clause 6): The income and property of the Foundation shall be applied solely towards the objects of the Foundation, and no portion shall be distributed to

Members or Corporate Sponsors.

(b) No share conversion (Clause 7): The Foundation shall not convert to a company limited by shares or issue any shares.

(c) Separation of funding and governance (Clause 17(d)): The Foundation shall not condition sponsorship on governance influence.

(d) One person, one vote (Clause 24(a)): Each Committer Member has exactly one vote.

(e) Licence stability (Clause 50(c)): Once a work is released under a licence, that version remains under that licence permanently.

(f) Contributor protection (Clause 52(b)): Patent protections granted under the Patent Covenant are irrevocable and survive acquisition, merger, bankruptcy, or dissolution.

(g) Founder chairmanship restriction (Clause 29(b)): The Founder shall not serve as Chair of the Board once Governance Phase 3 is triggered.

(h) Independent Board majority (Clause 26(d)): From Governance Phase 3 onward, the Board shall maintain not fewer than 6 Independent Directors, who shall constitute a majority of the Board at all times.

(i) Community voice (Clause 61): Significant Changes require a public consultation process.

(j) Winding-up IP survival (Clause 66): All licences and patent protections survive dissolution.

(k) Anti-circumvention (Clause 55): Any act circumventing an Entrenched Provision requires the same enhanced amendment process.

Clause 55. Anti-Circumvention

Entrenched provision: Anti-circumvention (Clause 55)

(a) Any amendment, addition, deletion, or other modification of any provision of this Constitution, or any resolution, policy, bylaw, regulation, or action, that has the purpose or effect of modifying, circumventing, overriding, negating, or rendering ineffective any Entrenched Provision shall itself require the enhanced amendment process set out in Clause 63, regardless of whether the Entrenched Provision is directly amended.

(b) Any act taken in contravention of sub-clause (a) shall be treated as a breach of this Constitution and may be challenged and set aside by any Committer Member by application to the court or through the dispute resolution process in Part XVII.

This is an Entrenched Provision (see Part XII).

Clause 56. Purpose of Entrenchment

These provisions protect the Foundation's core mission, prevent capture by any individual or entity, ensure intellectual property remains available to the public, and provide assurance to

contributors, regulators, and the public that the Foundation's character cannot be altered without overwhelming consensus. Singapore law permits entrenched provisions under Section 26A of the Act, and these provisions are entrenched accordingly.

Clause 57. Notice to Registrar

Upon adoption of this Constitution and upon any amendment to the Entrenched Provisions, the Foundation shall give notice to the Registrar of Companies in accordance with Section 26A(4) of the Act.

PART XIII - FINANCIAL MATTERS

Clause 58. Financial Year

- (a)** The financial year of the Foundation shall end on 31 December each year.
- (b)** Any change to the financial year end shall require Ordinary Resolution at a General Meeting. The financial year end shall not be changed more than once in any 5-year period.

Clause 59. Accounts and Audit

- (a)** The Foundation shall keep proper books of account in accordance with the Act.
- (b)** The Foundation shall appoint an auditor in accordance with the Act. As a company limited by guarantee, the Foundation is classified as a public company and is not eligible for the small company audit exemption.
- (c)** Audited financial statements shall be presented to Members at each AGM and shall be published on the Foundation's website.

Clause 60. Transparency

The following information shall be made publicly available on the Foundation's website:

- (a)** Annual audited financial statements;
- (b)** Board meeting minutes (redacted for legitimately confidential matters);
- (c)** All related-party transaction disclosures;
- (d)** Individual Director and Executive Director compensation;
- (e)** Conflict of interest register (redacted only for personal contact information and national identification numbers);
- (f)** RFC outcomes and decision rationale;
- (g)** Corporate Sponsor identities and tier levels;
- (h)** CAC meeting summaries (once the CAC is established).

PART XIV - PUBLIC CONSULTATION

Clause 61. Request for Comments (RFC) Process

Entrenched provision: Community voice (Clause 61)

(a) The following decisions require a public RFC process before Board approval:

- (i) adoption of new standards or specifications;
- (ii) any change to licensing policy, including the selection of alternative licences under Clause 50;
- (iii) changes to Committer Member admission criteria;
- (iv) any Significant Change (as defined in Clause 3).

(b) The RFC process shall include:

- (i) publication of the proposal on the Foundation's website (or, during Governance Phase 1, on the Foundation's public repository or mailing list) for a minimum period of 30 days;
- (ii) collection of community feedback through published channels;
- (iii) publication of responses to feedback received;
- (iv) Board decision with published rationale; and
- (v) record of dissenting views.

This is an Entrenched Provision (see Part XII).

PART XV - AMENDMENT OF CONSTITUTION

Clause 62. Ordinary Amendments

Subject to Clause 63, this Constitution may be amended by Special Resolution at a General Meeting, provided that:

- (a)** the proposed amendment has been recommended by the Board or validly requisitioned by Members under Clause 38;
- (b)** the proposed amendment is included in the notice of the meeting; and
- (c)** a 30-day member comment period has been completed.

Clause 63. Amendment of Entrenched Provisions

An Entrenched Provision identified in Clause 54 may only be amended by the following process, applied cumulatively:

- (a)** Board approval by a majority of not less than 90% of all Directors (rounded up to the nearest whole number), including, from Governance Phase 3 onward, all Independent Directors;
 - (b)** A Supermajority Resolution (80% of all Committer Members eligible to vote under the seasoning requirement in Clause 3, by headcount);
 - (c)** A public notice period of not less than 12 months before the General Meeting at which the resolution is to be proposed;
 - (d)** An independent legal opinion, obtained at the Foundation's expense from a firm with no Material Interest in the outcome, that the proposed amendment serves the Foundation's mission and does not circumvent any other Entrenched Provision;
 - (e)** An independent assessment, conducted by an auditor or professional advisor who is not the same firm providing the legal opinion in sub-clause (d) and who has no Material Interest in the outcome, that the proposed amendment does not benefit any individual, Corporate Sponsor, or entity disproportionately;
 - (f)** Notification to ACRA and any other relevant regulatory authority; and
 - (g)** A public RFC process under Clause 61 with a minimum consultation period of 90 days.
-

PART XVI - WINDING UP

Clause 64. Winding Up

- (a)** The Foundation may be wound up voluntarily only by Supermajority Resolution at a General Meeting (80% of all Committer Members by headcount, subject to the seasoning requirement). Nothing in this Clause affects the right of any person to petition the court for winding up under Sections 253 or 254 of the Act.
- (b)** A proposal for voluntary winding up shall be subject to a 12-month public notice period and the RFC process in Clause 61.
- (c)** For the avoidance of doubt, a proposal for voluntary winding up that has the purpose or effect of circumventing any Entrenched Provision is subject to the anti-circumvention provision in Clause 55 and, accordingly, to the enhanced amendment process in Clause 63, in addition to the requirements of this Clause.

Clause 65. Disposition of Assets on Winding Up

Upon winding up or dissolution of the Foundation, the assets remaining after satisfaction of all debts and liabilities shall be disposed of as follows, and shall not under any circumstances be distributed to Members, Corporate Sponsors, or the Founder:

- (a)** All specifications, documentation, and copyrightable works shall be released to the public domain under CCo 1.0 Universal or equivalent public domain dedication, to the extent not

already licensed under CC BY 4.0 or Apache License 2.0;

(b) All patent protections granted under the Patent Covenant shall be released into the public domain or transferred to an established open-source foundation (such as the Apache Software Foundation, Linux Foundation, or Eclipse Foundation) under terms no less permissive than the Patent Covenant;

(c) All trademarks, certification marks, and domain names shall be transferred to the successor body under a trust requiring continued public availability, or retired if no suitable successor is found;

(d) Source code repositories shall be archived in a publicly accessible location and shall remain available under their existing open-source licences;

(e) Remaining financial assets shall be transferred to one or more bodies having objects similar to the objects of the Foundation, as determined by Special Resolution, provided that no such body may be an entity in which any current or former Director (within the past 5 years), the Founder, or any Corporate Sponsor (within the past 3 years) holds a controlling interest;

(f) In the absence of a determination under sub-clause (e), remaining financial assets shall be transferred to a charitable purpose in Singapore as directed by the court;

(g) Contributor data and Member personal data shall be handled in accordance with the Personal Data Protection Act 2012 and destroyed where retention is no longer necessary.

Clause 66. Continuation of Licences

Entrenched provision: Winding-up IP survival (Clause 66)

Upon winding up, all licences granted by the Foundation under Clause 50 and all patent protections granted under Clause 52 shall survive and remain in full force and effect in perpetuity. **This is an Entrenched Provision** (see Part XII).

PART XVII - DISPUTE RESOLUTION

Clause 67. Tiered Dispute Resolution

(a) Any dispute arising out of or in connection with this Constitution shall be resolved through the following tiered process:

- **(i) Negotiation:** The parties shall first attempt to resolve the dispute through good faith negotiation for a period of 30 days from written notice of the dispute.
- **(ii) Mediation:** If the dispute is not resolved by negotiation, the parties shall refer it to mediation administered by the Singapore Mediation Centre ("**SMC**") in accordance with its prevailing mediation procedure, for a period of not more than 60 days.

- (iii) **Arbitration:** If the dispute is not resolved by mediation, it shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of SIAC for the time being in force.

(b) The arbitration shall be conducted by a sole arbitrator unless the parties agree otherwise or the SIAC determines that a three-member tribunal is appropriate. The seat of arbitration shall be Singapore. The language of arbitration shall be English.

(c) Nothing in this Clause shall prevent a party from seeking urgent interim relief from the courts of Singapore.

(d) Nothing in this Clause shall affect the statutory rights of Members under the Act, including the right to apply for relief under Section 216 (oppression or injustice) or to petition the court for winding up under Section 254.

PART XVIII - DATA PROTECTION

Clause 68. Compliance with PDPA

(a) The Foundation shall comply with the Personal Data Protection Act 2012 (as amended) and any subsidiary legislation thereunder.

(b) The Foundation shall designate a Data Protection Officer within 6 months of incorporation (this may be the Founder or a Director during Governance Phase 1).

(c) Personal data collected from Members, Directors, Corporate Sponsors, and other individuals shall be processed only for purposes related to the Foundation's objects and in accordance with applicable law.

(d) The Foundation shall publish a privacy policy on its website.

PART XIX - INDEMNITY AND INSURANCE

Clause 69. Indemnity

Subject to the provisions of the Act, every Director and officer of the Foundation shall be indemnified out of the assets of the Foundation against any liability incurred in defending any proceedings, whether civil or criminal, in which judgment is given in the Director's or officer's favour or in which the Director or officer is acquitted.

Clause 70. Directors and Officers Insurance

The Foundation **shall** purchase and maintain Directors and Officers liability insurance at levels determined by the Board and reviewed annually, subject to the Foundation having sufficient

resources to do so. If the Foundation's annual revenue is below S\$100,000, the Board may defer this obligation but shall record the decision and rationale in the annual report.

PART XX - GENERAL

Clause 71. Notices

Notices may be served by the Foundation on any Member by post, email, or other electronic means to the address registered in the Foundation's records.

Clause 72. Governing Law

This Constitution shall be governed by and construed in accordance with the laws of Singapore.

Clause 73. Severability

If any provision of this Constitution (other than an Entrenched Provision) is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. If an Entrenched Provision is held to be invalid, the Board shall within 90 days propose a replacement provision that achieves the same protective purpose, subject to the enhanced amendment process in Clause 63. Each Entrenched Provision is independently enforceable; the invalidity of any one Entrenched Provision (including the Anti-Circumvention provision in Clause 55) shall not affect the validity or enforceability of any other Entrenched Provision, and the enhanced amendment process in Clause 63 shall continue to apply to each remaining Entrenched Provision.

PART XXI - GOVERNANCE PHASES

Clause 74. Phased Governance Model

The Foundation's governance structure shall scale with its community. This ensures that governance is proportionate to size and that structures are not created before they can be meaningfully populated.

Clause 75. Phase Definitions

Phase	Trigger	Board	Committees	Key Features
Phase 1: Seed	Incorporation	1-3 Directors (Founder + any co-founders)	None required	Founder leads; merit-based admission of first Committer Members; full conflict disclosure to all Members; all Entrenched Provisions in force
Phase 2: Growth	10 Committer Members	3-7 Directors (minimum 1 Independent, up to 1 Community-Elected, up to 2 Institutional)	TSC (3-5 members)	Committer Members elect 1 Community-Elected Director; Institutional Directors available; TSC manages standards process; Director term limits begin
Phase 3: Maturity	30 Committer Members AND 3+ years since incorporation	7-11 Directors (not fewer than 6 Independent, up to 2 Institutional)	All standing committees; TSC expands to up to 11	Full governance; Founder cannot be Chair; three-estate Board (Independent not fewer than 6, Community-Elected up to 3, Institutional up to 2); Government Observer; staggered elections; full independence framework

Clause 76. Phase Transitions

(a) Governance Phase transitions are triggered automatically when the conditions in Clause 75 are met. The Board shall formally acknowledge the transition within 30 days and publish notice to all Members.

(b) Upon triggering of Governance Phase 2, the Board shall within 90 days:

- (i) appoint at least 1 Independent Director;
- (ii) establish the TSC (with 3-5 members);
- (iii) hold an election for the first Community-Elected Director under Clause 27A;
- (iv) adopt a formal conflict of interest policy.

If the Board is unable to appoint a qualified Independent Director within 90 days despite documented good-faith efforts, the Board may transact all business but shall continue to seek candidates and shall report progress to all Committer Members quarterly until the appointment is made.

(c) Upon triggering of Governance Phase 3, the Board shall within 180 days:

- (i) expand the Board to at least 7 Directors with at least 6 Independent Directors;
- (ii) establish the Finance and Audit Committee, Governance and Nominations Committee, and Community and Programmes Committee;

- (iii) hold elections for Community-Elected Directors (up to 3 seats) under Clause 27A;
- (iv) expand the TSC to up to 11 members;
- (v) implement staggered Board elections under Clause 28(c).

The election of a Chair who is an Independent Director shall occur within 90 days of the Board reaching the minimum composition required by Clause 26(d), as provided in Clause 29(f). If the Board is unable to appoint the minimum number of Independent Directors within 180 days despite documented good-faith efforts, the Board may apply to the General Meeting for a single extension of up to 180 additional days, by Ordinary Resolution. During the extension period, the Board may transact all business provided it has appointed at least 3 Independent Directors.

(d) A Governance Phase, once triggered, shall not revert to a lower phase even if the number of Committer Members subsequently falls below the trigger threshold.

(e) Notwithstanding the phase model, all Entrenched Provisions are in effect from incorporation. The phases govern the complexity of governance structures, not the fundamental protections.

Clause 77. Transition of Existing Contributors

(a) Individuals who contributed to Foundation-stewarded projects prior to incorporation may apply for Committer Member status within 12 months of the publication of the contribution criteria (see Clause 11(b)) without the standard nomination process, subject to meeting those published criteria.

(b) The Board (or, once established, the Governance and Nominations Committee, having received recommendations from the TSC) shall assess such applications within 60 days of receipt.

SCHEDULE - FOUNDING MEMBERS AND FIRST DIRECTORS

The first Member and subscriber of the Foundation is:

Name	NRIC/Passport (last 4 digits)	Membership Category	Guarantee Amount
Dr. Jack Hong	[xxxx]	Committer Member	S\$1.00

The subscriber, being the creator of the Foundation's initial standards (CARE, EATP, CO) and open-source software (Kailash), is admitted as the first Committer Member under Clause 10(b), having met the contribution criteria by virtue of creating the works that the Foundation is established to steward.

The first Director of the Foundation is:

Name	Position	Singapore Resident
Dr. Jack Hong	Director and Chair (Governance Phase 1)	Yes

This Constitution was adopted by the subscriber on the date of incorporation.