

EDSAFE AI ALLIANCE MEMBERSHIP CHARTER

1. INTRODUCTION

The purpose of this charter is to set out the common goals, supporting activities, and requirements for membership for all participating organizations.

2. BACKGROUND

The EdSAFE AI Alliance (ESAA) was initiated by Riiid and the DXtera Institute to bring together existing networks, frameworks, education organizations, research and standards bodies to learn from, and work with each other, and provide global leadership in the creation of a safe, more trusted ecosystem of AI innovation within the education landscape. The EdSAFE AI Alliance will identify, define and structure standards, certification possibilities and processes for applying certification to the safe use of Artificial Intelligence (AI)-enabled learning tools within the education ecosystem.

3. PURPOSE

The purpose of the EdSAFE AI Alliance is to;

1. build the network of trust for AI in Education,
2. develop common definitions, frameworks and models,
3. lead education initiatives to promote understanding,
4. provide thought leadership to further innovation,
5. facilitate leading events, workshops, and papers,
6. benchmark and standardize the AI Ecosystem in education encompassing the categories of Safety, Accountability, Fairness, and Equity (S.A.F.E.),
7. determine certification frameworks, and
8. increase visibility of AI in education globally

The EdSAFE AI Alliance serves the AI-Ed field as leaders, making the use of AI in education more secure, effective and user friendly over time and will always advocate on behalf of students for rules that protect their right to privacy while supporting the creation of tools and resources that will improve learning and close gaps in equity and achievement. The Alliance fosters collaboration and innovation to ensure that AI produces user-friendly, human-centered resources that are helpful to all learners, and to those who teach and mentor them.

4. BECOMING A MEMBER

- 4.1. Any entity which guarantees that they will further the interests of the association sustainably and who meet the following admittance criteria, can become a member of the association:

- 4.1.1. Legal entities must be enterprises or associations, which are active in the area of education,
- 4.1.2. The application for admission into the association is to be submitted in writing or by E-Mail to the steering committee. The steering committee decides on each application at their own discretion. The rejection of an application does not have to be justified to the applicant.
- 4.1.3. By submitting a membership agreement, the applicant accepts the terms of the charter in the case of their application being accepted. A right of admission as a member does not exist.
- 4.1.4. Immediately after receiving the communication regarding the decision for admission, entities must name a representative, in whose name obligatory decisions can be made and, in particular the rights of the general meeting can be observed.
- 4.1.5. The membership begins with the decision of admission
- 4.1.6. According to a recommendation of the steering committee, the Alliance can name members or other people who have served the association in special ways to be honorary members for their lifetime.

5. ENDING THE MEMBERSHIP

- 5.1. The membership in the association ends with termination of legal entities or by resigning or removal from the association.
- 5.2. A voluntary termination of membership in the Alliance is to be given in writing or electronically to the Steering Committee. A termination of membership can be submitted up until the deadline of three months to the end of the business year for the coming year. Membership fees will not be refunded for the remainder of the paid term.
- 5.3. A member can be removed from the association through a resolution of the Steering Committee if they (a) are deemed to have damaged the reputation or the interests of the Alliance in a serious way, (b) are found to have gone against any part of this charter, or (c) are in arrears by more than three months with the payment of their membership fee despite written notice and warning of removal from the Alliance. The member must be given the opportunity to comment on the reasons for their removal at the Annual General Meeting. These must be communicated with the member at least two weeks in advance.

6. MEMBERSHIP FEES

Each member must make a yearly membership contribution. The membership fee and contribution structure is supplied with the Membership Application.

Payment for Membership in the EdSAFE AI Alliance is due upon acceptance of membership, and within thirty (30) days of the start of each calendar year thereafter. Payment is in United States dollars and shall be made by check or wire transfer. Payment for the subsequent years is

due in full by December 1, of the previous year. For example, for the first payment cycle for the 2022 year the payment is due by December 1, 2021.

If a member joins during the year and if the membership contribution type is financial, the fee will be divided by twelve and invoiced for the number of remaining months of the year down to a minimum limit of 1,000 USD. Any amount below this will always be owed in full for the year, regardless of when the member joins.

No refunds shall be given for a membership terminated prior to the end of a term.

7. RIGHTS AND RESPONSIBILITIES OF MEMBERS

7.1. In the interest of advancing the goals of the Alliance, each member agrees to the following during their membership term:

- 7.1.1. Allow use of name and logo in all promotional and online materials.
- 7.1.2. Promote awareness of the EdSAFE AI Alliance.
- 7.1.3. Participate in convenings, events, work-groups and meetings.
- 7.1.4. Join in the preparation and delivery of presentations related to EdSAFE AI, as invited and able.
- 7.1.5. Assist in pursuing funding from public agencies, corporate affiliates or philanthropic entities to meet the needs of the Alliance.
- 7.1.6. Contribute the annual membership fee and additional resources to achieve the goals.
- 7.1.7. Participate and promote research and projects to support the goals of EdSAFE AI.
- 7.1.8. Where applicable, pledge to work responsibly in the public interest, and commit to incorporating the standards or benchmarks established by the Community into the products and services they create and make available.

8. OFFICIAL BODIES OF THE ALLIANCE

- 8.1. The Steering Committee
- 8.2. The Advisory Council
- 8.3. Annual general meeting

9. ALLIANCE STEERING COMMITTEE

9.1. The EdSAFE AI Alliance will be developed, governed and led by a steering committee. A representative of the Steering Committee will be appointed to the DXtera Board of Directors to provide a direct line of engagement and communication with the DXtera Board of Directors. Steering Committee members can be nominated by any member and voted in at the annual general meeting with the exception of the first year when these members will be suggested by the founding organizations. A Steering Committee member is chosen for a period of two years.

The Steering Committee consists of a minimum of three and a maximum of nine members. Two of the seats on the Steering Committee will be occupied by a representative from both founding organizations, DXtera and Riiid, respectively and in perpetuity. The Alliance strives to have representatives from all levels of membership with at least one seat on the Committee.

9.2 Any publicly articulated or publicly available recommendations, e.g. benchmarks or standards with regard to the work product defined under section 3 or worked on within the working groups or other bodies of the alliance must be approved with a unanimous decision of the steering committee before publication.

10. TASKS OF THE STEERING COMMITTEE

The Steering Committee is responsible for leading and developing the direction of the Alliance, with input from the Advisory Council, Ambassadors, and other experts in the field. The Steering Committee will;

- 10.1. set the agenda and goals,
- 10.2. Approve and terminate membership within the Alliance
- 10.3. lead the creation and promotion of conditions that will help the AI-ed field develop in ways that advance the interests of equity for all people
- 10.4. Prepare and convene the general meeting including the drafting of the agenda
- 10.5. Execute the general meeting's decisions
- 10.6. Oversee the Alliance's assets and production of a yearly report
- 10.7. Be involved in the selection of team members and the hiring processes.

11. ADVISEMENT AND DECISIONS OF THE STEERING COMMITTEE

- 11.1. The Steering Committee meets as required. The meetings are convened by the Alliance management.
- 11.2. A deadline of one week should be kept to call a meeting. The Steering Committee has a quorum if at least two members are present. To make a decision, a simple majority is required.
- 11.3. The decisions of the Steering Committee must be recorded.
- 11.4. A Steering Committee decision can be collected in written or electronic form

12. ALLIANCE ADVISORY COUNCIL

- 12.1. The EdSAFE AI Alliance Advisory Council supports the decisions of the Steering Committee and brings practical experience and expertise in the form of recommendations and proposals for the implementation of those decisions.

- 12.2. The Advisory Council consists of a minimum of three and a maximum of thirty members, these can be nominated by any member and are chosen by vote by the Steering Committee for a term of 12 months.
- 12.3. The Advisory Council takes a leadership role in the composition and work output of the working groups as well as the coordination and implementation of key events, workshops and conferences.

13. ANNUAL GENERAL MEETING

- 13.1. The general meeting is responsible for the decisions in the following matters:
 - 13.1.1. Changes to the charter,
 - 13.1.2. The naming of honorary members as well as the termination of memberships within the Alliance
 - 13.1.3. The election and dismissal of members of the Steering Committee,
 - 13.1.4. The acceptance of the yearly report.

14. CONVENING THE ANNUAL GENERAL MEETING

- 14.1. At least once a year, the Annual General Meeting is to be convened by the Steering Committee. The Annual General Meeting must be called in writing or electronic form at least two weeks prior to the meeting and the agenda is also sent at this time. The notice qualifies as being delivered to a member if it is sent to the last known postal or email address given in writing by the member.
- 14.2. The agenda is determined by the Steering Committee. Each member of the Alliance can apply in writing or electronically at the latest a week before the Annual General Meeting to supplement the agenda. The majority vote of all present members decides on any additional agenda points, which were not accepted by the board or which have only been raised during the Annual General Meeting. This is not valid for applications, proposals which deal with changes to the charter, or the dissolution of the Alliance.
- 14.3. The Steering Committee can call for an exceptional General Meeting if the interests of the Alliance require it or if at least one tenth of the members move for this in writing or electronically under the provision that the purpose and reasons for this meeting are provided.
- 14.4. The Annual General Meeting can also be carried out via electronic communication (e.g. by telephone conference or video conference) or in a mixed gathering of attendees in presence and by video conference or other media or telephone. Whether or not the general meeting will be carried out as a meeting or via electronic communication or in a hybrid gathering of both those present and a video conference, through other media or telephone, is to be decided by the Steering Committee.

15. RESOLUTIONS OF THE ANNUAL GENERAL MEETING

- 15.1. The Annual General Meeting shall be led by a representative of the Steering Committee and Alliance management who will become meeting chairs.
- 15.2. Comprehensive minutes including all decisions of the Annual General Meeting must be recorded and a minute taker chosen for this role. A non-member of the association can also be chosen as minute taker.
- 15.3. The manner of voting on any point of the agenda is chosen by the meeting chairs. Any voting must be carried out in writing if a third of all present, eligible voting members have requested this. The election of Alliance positions is to always be carried out confidentially.
- 15.4. The Annual General Meeting is not public. The meeting chairs can let guests participate. The participation of any press, radio or TV presence or an internet presence is decided by the Steering Committee.
- 15.5. The Annual General Meeting has a quorum if at least one quarter of all Alliance members is present. In the case that no quorum is reached, the Steering Committee is required to call for a second Annual General Meeting with the same agenda within four weeks. This second Annual General Meeting has a quorum without regard to the number of members who are present. This is to be noted on the invitation.

16. NEUTRALITY AND CONDUCT

- 16.1. The EdSAFE Alliance benefits from the professional and other specialist expertise and the personal contacts of its members. All those involved are obliged to differentiate between their personal positions and those that are solely oriented towards the purpose of the association. In order to avoid endangering the neutrality of the Alliance, the following is agreed in particular:
 - 16.1.1. Appointments that take place in the name of the Alliance are to be kept exclusively to safeguard the statutory interests of the Alliance. An active connection with professional or other interests is not permitted.
 - 16.1.2. Without maintaining product neutrality, communication or an appointment on behalf of the Alliance is not permitted.
 - 16.1.3. The EdSAFE AI Alliance only enters into alliances with other, non-member organizations if they make a significant contribution to achieving important goals. When such an alliance is formed, a contractual agreement or a joint declaration of intent is adopted by the Steering Committee, in which the time frame, duties and responsibilities are regulated.
 - 16.1.4. All work within the working groups is to be carried out in a product and company-neutral manner. The focus of the work is on the sustainable development of structured standards, certification possibilities and processes for applying certification to the safe use of Artificial Intelligence (AI)-enabled learning tools within the education ecosystem.
 - 16.1.5. To act in accordance with all relevant national and international laws.

- 16.1.6. All Alliance funds may only be used for the purposes detailed in this statute. The members do not receive any profit shares benefit from the Alliance's funds. No person may be favored by expenses that are alien to the purpose of the Alliance or by disproportionately high remuneration.
- 16.1.7. All activities and work within the Alliance will respect any relevant antitrust laws. Antitrust law prohibits collusive behavior, and agreements and resolutions between competitors which aim or effect a restriction of competition. It is not necessary for a legally binding contract to be concluded between the parties. An informal verbal or tacit vote (so-called "gentlemen's agreement") is sufficient. An exchange of information between competitors is in particular not permitted with regard to pricing, sales and turnover figures, cost factors, time and scope of product launches, and customer base. On the other hand, exchanges about legal and political framework conditions, administrative and judicial practice are permitted.
- 16.1.8. Association recommendations as unilateral measures are problematic if they suggest behavior that restricts competition, i.e. behavior that, if it were the subject of a direct agreement between the members, would violate the ban on cartels. A boycott call is always against antitrust law.

17. CONFIDENTIALITY

The utilization of results from the Alliance's work (e.g. definition of procedures or certifications, or findings from any workshops) requires their approval by the Steering Committee. Released results may not be presented as a member's own intellectual property. The EdSAFE AI Alliance must always be given as the source.

All confidential information that arises in the course of the Alliance's work or that comes to light through the activities of association members must be treated confidentially. This information is also not allowed to be used for any economic activities of other members. This applies not only to information that has been marked confidential, but also to all information that has not yet officially been released by the Alliance.

Minutes of meetings, workshops, etc. may only be given to third parties as agreed by the participants and approved by the Steering Committee. The members and contributors shall handle all information relevant to data protection in a responsible manner, taking into account all relevant data protection regulations. All participants undertake to treat the contents of work meetings and discussions within the Association confidentially.

18. GOVERNING LAW

The governing laws of the Alliance are the laws of the State of Massachusetts in the United States of America.

19. LIABILITY

In no event shall any member or founding Party be liable to the other for loss of profits, loss of revenue, or indirect, special, punitive, or consequential damages.

20. INTELLECTUAL PROPERTY/TRADEMARKS

Intellectual Property (IP) will be determined for any specific item that is developed to bring to the market with the work of the ESAA. For any specific item that the community of Members brings to the market there will be a separate agreement. The EdSAFE AI name and all components are managed by the DXtera Institute. These items existing and to be developed by the community of Members will be governed under an ECL 2.0 license until a separate agreement for an item is developed.

Each party grants the other the right to use its logo for the purpose of promoting the alignment, communications and coordination activities covered by this agreement.

21. SIGNATURES

THE SIGNER BELOW IS DULY AUTHORIZED TO SIGN ON BEHALF OF THE ENTITY FOR WHICH HE/SHE IS SIGNING AND HEREBY ACCEPTS AND AGREES TO THIS CHARTER, INCLUDING ALL TERMS AND CONDITIONS, ON THE PARTY'S BEHALF:

ORGANIZATION

Signature:

Printed Name:

Title:

Date:

EdSAFE AI ALLIANCE

Signature:

Printed Name:

Title:

Date: