

Date

[Entity Name
Address
Address]

Re: Special Interest Group Charter

Dear _____:

The Internet Society, a non-profit corporation formed under the laws of the District of Columbia with headquarters located at 1775 Wiehle Avenue, Suite 201, Reston, Virginia 20190-5108 USA (“Internet Society” or “ISOC”) is pleased to grant _____, a [describe type of entity, e.g. corporation/partnership/etc.] formed under the laws of _____ and located at _____ (the “Special Interest Group” or “SIG”), a non-exclusive charter to be a special interest group of the Internet Society with a focus on [subject matter topic] (“Subject Matter”) on the following terms.

1. Purpose of Special Interest Group.

The purpose of the Special Interest Group shall be to support the Internet Society’s vision, mission, and operating principles with respect to the Subject Matter.

2. Special Interest Group Governance.

- a. The Special Interest Group shall develop, maintain, and adhere to articles of association, bylaws or equivalent governing documents, as required by the applicable local laws and regulations in the jurisdiction of formation (the “Governance Documents”). The Governance Documents shall (i) provide for a representative governing body and a consistent, mechanism to ensure annual or bi-annual transparent and open elections; and (ii) establish the length and maximum number of terms that any individual may hold office both successively and in total.
- b. The Special Interest Group’s Governance Documents shall not conflict with the Internet Society’s Bylaws and other governance policies related to Special Interest Groups. When requesting recognition as a Special Interest Group, the Special Interest Group shall file a copy of the Special Interest Group’s Governance Documents with the Internet Society for approval. The Special Interest Group shall submit any subsequent changes to the Special Interest Group’s Governance Documents to the Internet Society staff, and a Special Interest Group may request advice from the staff regarding proposed changes to its Governance Documents.

3. Special Interest Group Activities.

- a. The Special Interest Group agrees to perform the following actions in support of the Internet Society's vision, mission and operating principles:
 - i. Establish and maintain the Special Interest Group with a minimum of 25 individual who must be individual members of the Internet Society, as defined in the Internet Society Amended and Restated Bylaws.
Maintain updated Special Interest Group member information in the ISOC membership database, consisting of a current list of Special Interest Group officers and members and monthly updates of pending membership applications, subject to compliance applicable data protection laws and legitimate and demonstrable privacy concerns
 - ii. Conduct at least one mission-related activity during every 12-month period and share results of such activity with the ISOC staff within 30 days of completion;
 - iii. Promote one or more of the Internet Society's official strategic positions or initiatives with local community leaders, media representatives, legislators, and/or regulatory decision-makers every 12-month period, and share the results of such promotion with the ISOC staff within 30 days of completion;
 - iv. Establish and maintain a presence on the Internet for the Special Interest Group;
 - v. Establish a bank account or other equivalent financial account in the name of the Special Interest Group to receive and disburse funds, including funding provided by the Internet Society.
- b. The Special Interest Group shall endeavor to sponsor and conduct programs and activities that further the purposes and objectives of the Internet Society, and shall use its best efforts to ensure that such programs and activities are of the highest quality with respect to content, materials, logistical preparation, and otherwise. The Special Interest Group shall endeavor to use, to the extent possible, materials available through the Internet Society in support of its programs and activities. The Special Interest Group shall periodically (at least annually) provide to the Internet Society a schedule of upcoming meetings, conferences and seminars, as well as other programs and activities that the Special Interest Group intends to sponsor or conduct.
- c. Members of the Special Interest Group shall be individual members of the Internet Society and the Internet Society shall have the right to communicate with such members as it deems appropriate, including through the membership information collected by the Special Interest Group. The terms of this section are subject in all respects to compliance with applicable data protection laws and legitimate and demonstrable privacy concerns.

4. Internet Society Support.

The Internet Society will provide the following support to the Special Interest Groups in accordance with ISOC's annual business plan:

- a. Tools, materials, and resources, including, but not limited to supporting the following areas:
 - i. Leadership development;
 - ii. Programme development;
 - iii. Grant opportunities;
 - iv. Membership recruitment and retention;
 - v. Organizational development; and
 - vi. Public and technology policy information and position papers as developed by ISOC.
- b. Collateral materials, templates (electronic and/or print) and other tools which can be used to promote Special Interest Group programmes and services;
- c. Two-way communication channels and forums to facilitate information sharing, the distribution of relevant information, and the fostering of cross-Special Interest Group collaboration;
- d. Access to the Internet Society's membership portal to manage the Special Interest Group's membership;
- e. Advice, guidance, and assistance by the associated Internet Society Regional Bureau and other Internet Society staff members in relation to the resources mentioned above; and
- f. Financial support in accordance with ISOC policies and procedures.

5. Trademark, Logo and Tools.

- a. The Internet Society hereby grants the Special Interest Group a limited, revocable, non-exclusive license to use the name "Internet Society," the Special Interest Group-specific logo created by the Internet Society and the Special Interest Group tools, in each case in the Territory during the term of this Special Interest Group Charter, subject to the following conditions: (i) the Special Interest Group acknowledges that the Internet Society is the sole owner of such trademarks and logos; (ii) the Special Interest Group shall comply with the brand guidelines published by Internet Society from time to time; and (iii) the Special Interest Group shall utilize the Special Interest Group's formal legal name in all agreements and other formal legal documents.

- b. ISOC recommends that the name of the Special Interest Group conform to the following format: "Internet Society--[Subject Matter]Special Interest Group," which may be translated into the local language of the jurisdiction of formation. The Special Interest Group shall use such name and its Special Interest Group-specific logo in all external communications, including any communications to the media. The Internet Society staff may grant exceptions to the foregoing provision upon a showing of good cause

6. Special Interest Group Independence.

Subject to the terms of this charter, the Special Interest Group shall operate as an independent entity with the sole authority over Special Interest Group activities, governance, membership, funding and other matters. Consistent with this independence, (i) any public use of the Internet Society's name or logo by the Special Interest Group must clearly disclose the full name of the Special Interest Group; ii) any contracts entered into by the Special Interest Group shall be made in the formal legal name of the Special Interest Group; (iii) the Special Interest Group shall not act as agent for or on behalf of the Internet Society or represent or bind it in any manner without the Internet Society's prior written approval; and (iv) all public positions and statements made by the Special Interest Group shall clearly indicate that the Special Interest Group, as opposed to Internet Society, is the source of such public positions or statements.

7. Tax Exempt Status.

The Internet Society is a registered charity that is exempt from United States Federal and State taxation under Section 501(c)(3) of the United States tax code and associated state tax laws. Consistent with the obligations that follow from such tax exempt status, any Special Interest Group that receives any funding from the Internet Society shall (i) submit periodic activity reports to the Internet Society summarizing its programmes, activities and operations on such forms as the Internet Society may provide; (ii) maintain reasonable records related to all of its programmes, activities and operations, including records of all expenditures funded by the Internet Society; (iii) upon written request of the Internet Society and, at the Internet Society's expense, shall permit the Internet Society or its agents to review appropriate records of the Special Interest Group's programmes, activities and operations funded by the Internet Society; and (iv) shall receive any grant funding from the Internet Society in a bank account or other equivalent financial account in the name of the Special Interest Group. The Special Interest Group shall comply with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.

8. Term.

- a. The term of this charter shall commence upon the execution of this Special Interest Group Charter by the Internet Society and the Special Interest Group and shall remain in effect until (i) the Special Interest Group provides written notice of such termination to the Internet Society; or (ii) the Internet Society terminates this Special Interest Group Charter in the manner set forth in subparagraph c. below.
- b. Following the execution of this agreement, the Special Interest Group shall have a “provisional” status for an initial period not to exceed two years. A provisional Special Interest Group will exist until its charter is withdrawn by ISOC or otherwise expires, until its dissolution, or until it is converted it to a permanent Special Interest Group by ISOC. No special interest group may become permanent unless it has been provisional for at least one-year immediately prior to conversion. The Internet Society may extend a provisional special interest group’s charter; but no provisional special interest group may maintain its provisional status for more than three consecutive years. A permanent special interest group shall exist until its charter is withdrawn by ISOC or otherwise expires, until its dissolution, or it is returned to provisional status by ISOC.
- c. If the Special Interest Group is not in compliance with the terms of this Special Interest Group Charter and has not received, based on valid reasons, a waiver from ISOC staff, a process of “Rejuvenation” will be initiated. The Special Interest Group will be granted a period of three months to address the compliance issues identified by the ISOC staff. If after this period of three months, the Special Interest Group has not resolved these issues, the Special Interest Group will be put in “Rejuvenation” for a period of up to 12 months. During this period, the Special Interest Group will be asked to take the necessary steps to resolve these issues. During a rejuvenation period, no fellowships or grant funding will be available to the Special Interest Group. If after the rejuvenation period the Special Interest Group is not successful addressing the compliance issues, the Internet Society will have the right to terminate this Special Interest Group Charter by providing written notice to the Special Interest Group. A decision to terminate the Special Interest Group Charter may be appealed by the Special Interest Group in accordance with Article IV of ISOC’s Amended and Restated Bylaws.
- d. Upon termination of the Special Interest Group Charter, the license granted by Section 5 shall terminate and the Special Interest Group shall cease all use of the Internet Society name, logo and Special Interest Group tools and shall take all actions necessary to renounce its legal right to use or reserve the name “Internet Society” or any derivative thereof in the Territory.

9. Limitation of Liability.

The Internet Society will bear no responsibility for any loss incurred by the Special Interest Group or any third party, or for any torts, damages or liabilities, including to third parties, arising out of or in any way related to any of the Special Interest Group's activities.

10. Amendment of Special Interest Group Charter.

The Internet Society reserves the right to amend this Special Interest Group Charter by providing 90 days written notice to the Special Interest Group. Continued participation in Internet Society activities and use of the Internet Society trademark and logo shall be deemed to be acceptance of such amendment.

11. Dispute Resolution.

Any dispute, controversy or claim arising under, out of or relating to this charter and any subsequent amendments of this charter, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be referred to and finally determined by arbitration in accordance with the WIPO Arbitration Rules. The arbitral tribunal shall consist of a sole arbitrator. The place of arbitration shall be Geneva, Switzerland. The language to be used in the arbitral proceedings shall be English.

IN WITNESS WHEREOF, the undersigned have executed this Special Interest Group Charter as of the date first written above.

Internet Society

By_____

Name:

Title:

[Special Interest Group Name]

By_____

Name:

Title: