

Open Device Alliance Code of Conduct

Adopted under ODA Bylaws Article VII, §7.2

Document ID	ODA-POLICY-CODE OF CONDUCT-001
Version	1.0.1 — Ratified
Status	Ratified
Adopted by	ODA Board (2026)
Authority	ODA Bylaws Article VII, §7.2
Effective date	2026-07-09
Next review	2027-07-01 — annually
Policy owner	Alliance Secretary (Board oversight)
Related documents	ODA-POLICY-ANTITRUST-001 ODA-POLICY-INTELLECTUAL PROPERTY RIGHTS-001 ODA-POLICY-RECORDS RETENTION POLICY-001 Bylaws Article VI Bylaws §6.3 Bylaws §7.2 Bylaws §14.3
Supersedes	N/A

ARTICLE I: PURPOSE AND SCOPE

1. Purpose and Scope

1.1 Purpose

The Open Device Alliance (the “Alliance”) brings together organizations that may otherwise compete. Its credibility as a neutral standards body rests on the trust, integrity, and professional conduct of everyone who participates. This Code of Conduct (the “Code”) sets the ethical standards and behavioral expectations that govern all Alliance participants, so that every person at the table can be trusted to act in good faith, without hidden conflicts, and with respect for others and for the Alliance’s mission.

This Code implements ODA Bylaws Article VII, §7.2, and satisfies the Board’s obligation under §7.2(a) to adopt a Code of Conduct within one hundred eighty (180) days of incorporation. Until it is formally adopted, participants are bound by the principles of Bylaws Article VII and all applicable laws governing nonprofit conduct.

1.2 Who Is Bound

This Code applies, without exception, to all Directors and officers; Alliance staff and contractors; member representatives in any Alliance activity (Board, Working Group, Task Group, committee, and Alliance events); non-member guests, advisors, and observers; and anyone submitting written contributions to an Alliance technical process. Participation constitutes acceptance of this Code. Members are responsible for ensuring their representatives comply, and the relevant Chair informs guests and observers that they are bound before they take part.

1.3 Relationship to Other Policies

This Code operates alongside, and does not replace, the Antitrust Compliance Policy (ODA-POLICY-ANTITRUST-001) and the IPR Policy (ODA-POLICY-IPR-001); where a matter involves antitrust or IPR obligations, those policies also apply. If this Code directly conflicts with another Alliance policy, the more specific policy governs that subject. Functions assigned in this Code to the Governance Committee are performed by the Board until such a committee is established.

ARTICLE II: CORE PRINCIPLES

2. Core Principles

Every participant upholds the following principles in all Alliance activities. They are binding standards of conduct, not aspirations, and they address each area required by Bylaws §7.2(b).

The Core Principles of ODA Conduct

Integrity — Act honestly and in good faith. Do not misrepresent facts, qualifications, positions, or the views of others.

Respect — Treat every participant with professional courtesy and dignity, regardless of affiliation, seniority, background, or viewpoint.

Transparency — Disclose conflicts of interest promptly and completely; do not act on undisclosed personal or organizational interests.

Accountability — Take responsibility for your own conduct and for those you lead in Alliance activities; do not retaliate against good-faith reporters.

Compliance — Comply with all applicable laws and regulations and with Alliance policies in every Alliance activity (Article VI).

Responsibility — Act with environmental, social, and governance responsibility and help maintain an inclusive, respectful community (Article IX).

Mission Alignment — Participate to advance the Alliance’s technical mission — not to gain competitive intelligence, delay competitors, or pursue unrelated interests.

ARTICLE III: PROFESSIONAL CONDUCT AND RESPECT

3. Professional Conduct and Respect

3.1 Expected Conduct

In all Alliance activities, participants engage constructively and in good faith, focusing on the substance of proposals rather than who made them; give fair consideration to all perspectives, including those of smaller members and non-member contributors; disagree professionally; arrive prepared; honor commitments and deadlines; and represent the Alliance accurately to external parties.

3.2 Harassment and Discrimination

The Alliance requires an environment free from harassment, discrimination, and intimidation. Prohibited in all Alliance contexts — in person, virtual, written, and at associated social events — are: harassment of any kind (including verbal abuse, threats, unwanted physical contact, and sexual harassment, or any conduct a reasonable person would find intimidating, hostile, or offensive); discrimination based on race, color, national origin, religion, sex, gender identity or expression, sexual orientation, age, disability, veteran status, or any other characteristic protected by law; exclusion of participants on personal characteristics rather than legitimate technical or governance grounds; and demeaning or stereotyping language or imagery. These

apply to conduct toward other participants, staff, and third parties. A single serious incident may warrant immediate removal from a meeting and disciplinary proceedings.

3.3 Respectful Disagreement

Disagreement among experts is healthy and is not a violation. Objecting on substantive grounds, voting against a proposal, requesting more review time, submitting competing contributions, and escalating through Bylaws and charter mechanisms are all appropriate. What is not appropriate is using procedural tactics, baseless repeated objections, or obstruction to delay or block Alliance work for competitive reasons unrelated to legitimate technical concerns.

ARTICLE IV: CONFLICTS OF INTEREST

4. Conflicts of Interest

4.1 Definition

A conflict of interest exists when a participant's personal, financial, or organizational interests could materially influence — or could reasonably appear to influence — their judgment in Alliance activities. Conflicts are not inherently improper; they become improper only when undisclosed or unmanaged.

4.2 Categories Requiring Disclosure

Financial

- A significant financial interest (ownership, stock, options, profit-sharing) in a member, vendor, or competitor affected by an Alliance decision.
- Employment by, consulting for, or compensation from an organization materially affected by a specific Alliance matter.
- A financial interest in any organization that stands to gain or lose from a specific specification, certification criterion, or policy.

Competitive

- Employment or a significant interest in a competing standards body, certification program, or industry group overlapping the Alliance's scope.
- Participation in a competing standards process covering the same domain as an Alliance WG/TG in which the participant is active.
- A business relationship with a party subject to an Alliance decision (e.g., a vendor bidding for a contract or a member under certification review).

Personal

- A close personal or family relationship with another decision-maker that could compromise objectivity.
- An outside board seat, advisory role, or leadership position in an organization whose interests conflict with the Alliance's.

4.3 Disclosure

Conflicts are disclosed promptly and in writing to the relevant Chair (for WG/TG participants) or the Board Secretary (for Directors and officers): on joining or taking a new role (Appendix A); as soon as a conflict arises; at the opening of any meeting where an affected matter is on the agenda; and annually via Appendix B, whether or not new conflicts have arisen. Disclosures are recorded in a Conflict of Interest Register maintained by the Secretary and reviewed annually. Individual records are confidential, but the fact that disclosures were made and managed is noted in the minutes.

4.4 Management

On disclosure, the relevant Chair or Board determines the approach. A material financial or competitive conflict requires recusal — the participant takes no part in either discussion or the vote on that matter (consistent with Bylaws §7.2(c)), while remaining a member of the body. For less significant conflicts, the body may permit continued participation after full disclosure and a vote of approval (the conflicted person not voting). Abstention from voting while still contributing to discussion is reserved for indirect, immaterial conflicts where the expertise is valuable. In severe cases the Board may require full withdrawal from the relevant body.

4.5 Directors and Officers

Directors and officers are subject to the enhanced conflict-of-interest duties of the Bylaws in addition to this Code, complete an annual conflict-of-interest certification, and must recuse from all Board votes on matters in which they hold a material conflict. Failure to disclose a material conflict is grounds for removal under the Bylaws.

ARTICLE V: CONFIDENTIALITY AND INFORMATION HANDLING

5. Confidentiality and Information Handling

5.1 What Is Confidential

Confidential Alliance information — shared only with those who have a legitimate need — includes: unreleased draft specifications, test plans, and compliance matrices; minutes and records of member-only or closed sessions; contributions before they are tabled publicly; Alliance financial, budget, and strategic information; member information shared in confidence (roadmaps, product plans, business strategy); personnel and disciplinary matters; legal advice and privileged communications; and the contents of any IPR or Code investigation.

5.2 Obligations

Participants must not disclose confidential information to anyone lacking a legitimate need without written approval from the Secretary or Board Chair; must not use it for any purpose beyond legitimate Alliance activities (including competitive intelligence or product/business strategy); must promptly notify the Secretary of any unauthorized disclosure; and must return or destroy confidential materials on request or when their participation ends.

5.3 What Is Not Confidential

Public information is not subject to these obligations and may be freely shared (Bylaws §7.2(d)): ratified specifications released by the Alliance; the existence of RAND/FRAND declarations and declarant identities as published in the Patent Disclosure Register; membership lists, governance structure, and publicly announced initiatives; and information already public when shared.

5.4 Survival

Confidentiality obligations survive the end of participation for three (3) years for non-public Alliance materials, and indefinitely for anything that is a trade secret of the Alliance or a member.

ARTICLE VI: COMPLIANCE WITH LAWS

6. Compliance with Laws

All participants conduct Alliance activities in compliance with applicable laws and regulations. In particular:

- **Antitrust and competition law** — participation is governed by the Antitrust Compliance Policy (ODA-POLICY-ANTITRUST-001), which controls on all competition matters.
- **Anti-bribery and anti-corruption** — no participant offers, gives, solicits, or accepts improper payments or inducements; conduct must comply with the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and other applicable anti-corruption laws (see Article VII).
- **Export control and sanctions** — participants comply with applicable export-control and economic-sanctions laws governing the sharing of technical information and participation by restricted parties.
- **Data protection** — personal data handled in Alliance activities is processed in accordance with applicable privacy and data-protection laws.

Where a participant believes an Alliance activity may conflict with applicable law, they raise the concern with the relevant Chair or Alliance counsel before proceeding.

ARTICLE VII: GIFTS AND ENTERTAINMENT

7. Gifts and Entertainment

Participants must not offer, give, solicit, or accept gifts, entertainment, travel, or other things of value in connection with Alliance activities in any manner that could create an actual or apparent obligation, conflict, or improper influence on Alliance decisions.

7.1 Permitted (no disclosure required)

- Customary, modest business meals consistent with legitimate Alliance business (e.g., a working lunch during an event).
- Promotional items of nominal value (under USD \$50) bearing a company logo.
- Meals, refreshments, and entertainment provided by the Alliance at its own events; recognition awards for Alliance service.

7.2 Prohibited

- Cash or cash equivalents (including gift cards) in any amount.
- Gifts, entertainment, or travel exceeding USD \$150 per occasion, or USD \$300 in aggregate from one source per year, without prior written approval from Alliance counsel.
- Anything given or received in connection with a pending Alliance decision, vote, or contract award, regardless of value.
- Anything that violates the recipient's employer policy, applicable law, or anti-bribery regulations (FCPA, UK Bribery Act).

7.3 Disclosure

Any gift or entertainment over USD \$50 from a single source received in connection with Alliance activities is disclosed to the Secretary within ten (10) business days and recorded in a Gift Register available to the Board. When in doubt, seek guidance from Alliance counsel before accepting.

ARTICLE VIII: ALLIANCE RESOURCES, BRAND, AND COMMUNICATIONS

8. Alliance Resources, Brand, and Communications

8.1 Use of Alliance Resources

Alliance resources — funds, equipment, facilities, software, communication systems, the Alliance name, and the ODA Certified mark — are for Alliance purposes only: technical work, official communications under the Trademark Usage Guidelines, and Alliance meetings, events, and training. They may not be used for personal or member benefit unrelated to the mission, for activities that compete with or undermine the Alliance's neutrality, for political or lobbying activity except as expressly authorized by the Board through proper channels, or for any unlawful purpose.

8.2 Alliance Name and Marks

No participant may use the Alliance name, logo, or ODA Certified mark to imply Alliance endorsement of any product, service, position, or organization without express written authorization. This includes social media, press releases, marketing materials, and presentations.

8.3 Public Communications and Social Media

Participants may discuss Alliance activities publicly only using publicly released information — never confidential drafts, unpublished results, or non-public discussions — and must make clear they speak for themselves, not the Alliance. They must not make false or misleading statements about the Alliance or conduct, through public channels, disputes that belong in Alliance governance. Official statements may be made only by the Board Chair or designee (governance, strategy, policy), the Executive Director or President if filled (operations), or WG Chairs for cleared technical statements within their scope; press inquiries are referred to the Board Chair or Executive Director. Members may announce ODA certification of their devices subject to the Trademark Usage Guidelines and the ODA Certified mark terms, describing the certification's scope accurately and without implying broader endorsement.

ARTICLE IX: ENVIRONMENTAL, SOCIAL, AND GOVERNANCE RESPONSIBILITY

9. Environmental, Social, and Governance Responsibility

Consistent with Bylaws §7.2(b), the Alliance and its participants act with environmental, social, and governance responsibility. In governance, the Alliance conducts its affairs ethically, transparently, and in accordance with its Bylaws and policies. Socially, it fosters an inclusive, respectful, and diverse community in which participants of every background can contribute, and it expects participants to treat one another and the broader industry accordingly. Environmentally, the Alliance gives reasonable consideration to the environmental impact of its operations and events — for example, by favoring efficient meeting formats and responsible use of resources — where doing so does not compromise its technical mission.

ARTICLE X: REPORTING AND INVESTIGATION OF VIOLATIONS

10. Reporting and Investigation of Violations

10.1 Obligation to Report

Every participant who witnesses, experiences, or learns of conduct that may violate this Code must report it — even if unsure whether it is a violation. If in doubt, report. Concerns may be raised at any time through any channel below.

10.2 Reporting Channels

Any channel may be used; choose whichever is most comfortable. These mirror the Antitrust Compliance Policy for consistency.

Channel	How to Report
Board Chair	By email or phone (contact details held by the Secretary). Receipt acknowledged within two business days; the Chair engages counsel as needed.
Legal Counsel	Directly to Alliance legal counsel, without going through the Chair.
Governance Committee	If established, submit a written report to the Committee Chair via the member portal or email; receipt acknowledged within two business days.

10.3 Investigation

The Board Chair (or Vice Chair, if the Chair is the subject) and counsel assess each report within five (5) business days. Matters involving Directors are investigated by counsel plus at least two conflict-free Directors; other matters by the Governance Committee with counsel support. The subject is notified and given a reasonable opportunity to respond before any adverse determination, unless doing so would compromise the investigation. The investigation team reports findings and a recommended disposition to the Board within forty-five (45) days of appointment (longer if the matter is complex), and the Board makes its determination and imposes any sanctions within thirty (30) days of receiving the findings.

10.4 Sanctions

Depending on severity, sanctions may include a formal warning and remedial training; temporary suspension from a meeting, Working Group, or Task Group; removal from a leadership role; suspension of the member organization's participation rights; termination of membership under the Bylaws; and, for harassment, discrimination, or other serious conduct, immediate removal from the meeting or premises and referral to appropriate authorities (Bylaws §7.2(e)).

ARTICLE XI: NON-RETALIATION AND WHISTLEBLOWER PROTECTION

11. Non-Retaliation and Whistleblower Protection

11.1 Prohibition on Retaliation

The Alliance strictly prohibits retaliation against anyone who, in good faith, reports a suspected violation of this Code or another Alliance policy, participates in an investigation, objects to conduct they believe violates this Code or law, or refuses to take part in such conduct. Retaliation includes any adverse action taken because of that protected activity — removal from a group without legitimate justification, exclusion from meetings or communications, harassment, unfair disparagement of contributions, or any conduct meant to punish, intimidate, or discourage.

11.2 Good Faith

A report is in good faith if the person honestly believes a violation may have occurred; certainty is not required. A report is not in good faith if made with knowledge that it is false or primarily to harm another participant rather than to raise a genuine concern.

11.3 Reporting Retaliation

Retaliation may be reported through any channel in §10.2, is treated as seriously as the underlying matter, and is itself a violation subject to the full range of sanctions.

ARTICLE XII: ACKNOWLEDGEMENT, REVIEW, AND AMENDMENT

12. Acknowledgement, Review, and Amendment

12.1 Onboarding Acknowledgement

New member organizations acknowledge this Code as part of their membership application. Guests and observers acknowledge it before participating, either verbally (with the Chair’s confirmation recorded in the minutes) or in writing using Appendix A.

12.2 Annual Acknowledgement

All Directors and officers, Alliance staff and contractors, WG/TG Chairs and Vice Chairs, committee chairs, and any representative who regularly participates (six or more meetings per year) complete the Annual Acknowledgement (Appendix B) by January 31 each year, or within thirty (30) days of taking on a covered role mid-year. The Secretary maintains the records and reports compliance to the Board at its first regular meeting of the year. Those who have not completed the acknowledgement by the due date may have Alliance voting rights suspended until they do.

12.3 No Safe Harbor for Non-Acknowledgement

Failure to complete an acknowledgement does not excuse any obligation under this Code, which binds all participants by virtue of their participation.

12.4 Review and Amendment

This Code is reviewed annually by the Governance Committee (or the Board, until that committee is established). Amendments require a two-thirds (2/3) vote of the Board after written rationale; members are notified at least fourteen (14) days before amendments take effect, and major amendments that materially affect participant rights or obligations are circulated for member comment for at least thirty (30) days before adoption.

REVISION HISTORY

Version	Date	Author	Description
1.0.0	2026-05-05	Trevor McLaughlin	Initial adoption. Aligned to Bylaws §7.2; styled to match ODA-POLICY-ANTITRUST-001.
1.0.1	2026-07-08	Trevor McLaughlin	Ratified ODA Code of Conduct

APPENDIX A: CONFLICT OF INTEREST DISCLOSURE FORM

Completed on joining, on assuming a new role, or whenever a new conflict arises. Submit to the relevant Chair (WG/TG participants) or the Board Secretary (Directors and officers).

Full Name	
Organization	
Alliance Role	<i>e.g., Director / WG Chair / TG Participant / Guest</i>
Date of Disclosure	
Nature of Conflict	<i>Describe the conflict, the organization(s) involved, and the nature of the interest</i>
Matter(s) Affected	<i>Identify the specific decisions, votes, or matters to which the conflict relates</i>
Proposed Management	<i>Recusal / Abstention / Disclosure & Approval / Other — describe</i>

Signature:

Printed Name:

Date:

Received by:

Date Received:

Register Entry #:

APPENDIX B: ANNUAL CODE OF CONDUCT ACKNOWLEDGEMENT

Completed annually by all required participants by January 31, or within 30 days of assuming a covered role. Submit to the Alliance Secretary.

Full Name	
Organization	
Alliance Role(s)	<i>List all Alliance roles held during the year covered</i>
Year Covered	<i>e.g., 2026</i>
New conflicts to disclose?	<i>Yes (attach Disclosure Form) / No</i>
Changes to prior disclosures?	<i>Yes (describe) / No</i>

I confirm that I have read and understand the ODA Code of Conduct (ODA-POLICY-COC-001) and agree to conduct all Alliance activities in accordance with it. I confirm that I have disclosed all actual and potential conflicts of interest known to me, or indicated above that no new disclosures are required. I understand that its obligations — including confidentiality, non-retaliation, and ethical-conduct requirements — apply to all of my Alliance activities, that violations may result in sanctions up to termination of my organization's membership, and that confidentiality and disclosure obligations survive the end of my participation as set out in this Code.

Signature:

Printed Name:

Date:

Organization:

Alliance Role(s):

Received by Secretary: