

**Application for Recognition of Exemption
Under Section 501(c)(3) of the Internal Revenue Code**

(Rev. January 2020)

Department of the Treasury
Internal Revenue Service

Do not enter social security numbers on this form as it may be made public.

Go to www.irs.gov/Form1023 for instructions and the latest information.**Note:** *If exempt status is approved, this application will be open for public inspection.*

Use the "?" buttons throughout this form for help in completing this application. For additional help, call IRS Exempt Organizations Customer Account Services toll-free at 1-877-829-5500.

If you cannot complete required responses within the textbox limits throughout this form, upload your additional narratives with the other required documents.

Part I Identification of Applicant

1a Full Name of Organization (exactly as it appears in your organizing document) WORLD WIDE WEB CONSORTIUM INC			b Care of Name (if applicable)		
c Mailing Address (Number, street and room/suite) 401 EDGEWATER PLACE SUITE 600		d City WAKEFIELD		e Country United States	
f State Massachusetts		g Zip Code + 4 01880	h Foreign Province (or State)		i Foreign Postal Code
2 Employer Identification Number 84-4023862		3 Month Tax Year Ends DECEMBER		4 Person to Contact if More Information is Needed (officer, director, trustee, or authorized representative) DAVID LEVITT OF ADLER COLVIN	
5 Contact Telephone Number 415-421-7555		6 Fax Number (optional) 415-421-0712		7 User Fee Submitted \$600.00	
8 Organization's Website (if available): www.w3.org					
9 List the names, titles, and mailing addresses of your officers, directors, and/or trustees.					
First Name: RALPH		Last Name: SWICK		Title: PRESIDENT	
Mailing Address: 401 EDGEWATER PLACE SUITE 600			City: WAKEFIELD		
State (or Province): MASSACHUSETTS			Zip Code (or Foreign Postal Code): 01880		
First Name: WENDY		Last Name: SELTZER		Title: SECRETARY	
Mailing Address: 401 EDGEWATER PLACE SUITE 600			City: WAKEFIELD		
State (or Province): MASSACHUSETTS			Zip Code (or Foreign Postal Code): 01880		
First Name: WILLIAM		Last Name: JUDGE		Title: TREASURER	
Mailing Address: 401 EDGEWATER PLACE SUITE 600			City: WAKEFIELD		
State (or Province): MASSACHUSETTS			Zip Code (or Foreign Postal Code): 01880		
First Name: ROBIN		Last Name: BERJON		Title: DIRECTOR	
Mailing Address: 401 EDGEWATER PLACE SUITE 600			City: WAKEFIELD		
State (or Province): MASSACHUSETTS			Zip Code (or Foreign Postal Code): 01880		
First Name: KOICHI		Last Name: MORIYAMA		Title: DIRECTOR	
Mailing Address: 401 EDGEWATER PLACE SUITE 600			City: WAKEFIELD		
State (or Province): MASSACHUSETTS			Zip Code (or Foreign Postal Code): 01880		

 Check here to add more officers, directors, and/or trustees.

Additional directors are: Mark Nottingham, David Singer, Eric Siow, Leonie Watson, Hongru (Judy) Zhu, Daniela Rus, Dominique Hazael-Massieux, Jun Murai, Chunming Hu, and Gonzalo Camarillo. The street address for all directors is 401 Edgewater Place, Suite 600, Wakefield, Massachusetts 01880.

Part II Organizational Structure

- 1** You must be a corporation, limited liability company (LLC), unincorporated association, or trust to be tax exempt.

Select your type of organization.

Corporation

At the end of this form, you must upload a copy of your articles of incorporation (and any amendments) that shows proof of filing with the appropriate state agency.

Limited Liability Company (LLC)

At the end of this form, you must upload a copy of your articles of organization (and any amendments) that shows proof of filing with the appropriate state agency. Also, if you adopted an operating agreement, upload a copy, along with any amendments.

Unincorporated Association

At the end of this form, you must upload a copy of your articles of association, constitution, or other similar organizing document that is dated and includes at least two signatures. Include signed and dated copies of any amendments.

Trust

At the end of this form, you must upload a signed and dated copy of your trust agreement. Include signed and dated copies of any amendments.

- 2** Enter the date you formed. (MM/DD/YYYY)

12/16/2019

- 3** Select your state (or U.S. territory) of incorporation or other formation. If you were formed under the laws of a foreign country, select Foreign Country.

Delaware

- 4** Have you adopted bylaws? If "Yes," at the end of this form, upload a current copy showing the date of adoption. If "No," explain how you select your officers, directors, or trustees. Yes No

- 5** Are you a successor to another organization? Yes No

Answer "Yes" if you have taken or will take over the activities of another organization, you took over 25% or more of the fair market value of the net assets of another organization, or you were established upon the conversion of an organization from for-profit to nonprofit status. If "Yes," complete Schedule G.

Part III Required Provisions in Your Organizing Document

Part III helps ensure that, when you submit this application, your organizing document contains the required provisions to meet the organizational test under section 501(c)(3).

If you cannot check "Yes" in both Lines 1 and 2, your organizing document does not meet the organizational test. DO NOT file this application until you have amended your organizing document. Remember to upload your original and amended organizing documents at the end of this form.

- 1** Section 501(c)(3) requires that your organizing document limit your purposes to one or more exempt purposes within section 501(c)(3), such as charitable, religious, educational, and/or scientific purposes.

The following is an example of an acceptable purpose clause: The organization is organized exclusively for charitable, religious, educational, and scientific purposes under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.

Does your organizing document meet this requirement?

Yes No

- 1a** State specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document (Page/Article/Paragraph):

PAGE 1, FIFTH ARTICLE

- 2** Section 501(c)(3) requires that your organizing document provide that upon dissolution, your remaining assets be used exclusively for section 501(c)(3) exempt purposes, such as charitable, religious, educational, and/or scientific purposes. Depending on your entity type and the state in which you are formed, this requirement may be satisfied by operation of state law.

The following is an example of an acceptable dissolution clause: Upon the dissolution of this organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.

Does your organizing document meet this requirement?

Yes No

- 2a** State specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document (Page/Article/Paragraph) or indicate that you rely on state law.

PAGES 1-2, SIXTH ARTICLE

Part IV Your Activities

1 Describe completely and in detail your past, present, and planned activities. Do not refer to or repeat the purposes in your organizing document.

For each past, present, or planned activity, include information that answers the following questions:

- a. What is the activity?
- b. Who conducts the activity?
- c. Where is the activity conducted?
- d. What percentage of your total time is allocated to the activity?
- e. How is the activity funded (for example, donations, fees, etc.) and what percentage of your overall expenses is allocated to this activity?
- f. How does the activity further your exempt purposes?

The past, present, and planned activities of World Wide Web Consortium, Inc. are described in the attached Supplemental Responses.

Part IV Your Activities (continued)

2 Enter the 3-character NTEE Code that best describes your activities.

Or check here if you want the IRS to select the NTEE Code that best describes your activities.

3 Do any of your programs limit the provision of goods, services, or funds to a specific individual or group of specific individuals? For example, answer "Yes" if goods, services, or funds are provided only for a particular individual, your members, individuals who work for a particular employer, or graduates of a particular school. If "Yes," explain the limitation and how recipients are selected for each program.

 Yes No

4 Do any individuals who receive goods, services, or funds through your programs have a family or business relationship with any officer, director, trustee, or with any of your highest compensated employees or highest compensated independent contractors? If "Yes," explain how these related individuals are eligible for goods, services, or funds.

 Yes No

5 Do you or will you support or oppose candidates in political campaigns in any way? If "Yes," explain.

 Yes No

6 Do you or will you attempt to influence legislation? If "Yes," explain how you attempt to influence legislation.

 Yes No

Part IV Your Activities *(continued)*

- 6a** Did you or will you make an election to have your legislative activities measured by expenditures by filing Form 5768? Yes No
If "No," describe whether your attempts to influence legislation are a substantial part of your activities. Include the time and money spent on your attempts to influence legislation as compared to your total activities.

- 7** Do you or will you publish, own, or have rights in music, literature, tapes, artworks, choreography, scientific discoveries, or other intellectual property? If "Yes," describe who owns or will own any copyrights, patents, or trademarks, whether fees are or will be charged, how the fees are determined, and how any items are or will be produced, distributed, and marketed. Yes No

See Supplemental Responses.

- 8** Do you or will you provide educational information to the general public on budgeting, personal finance, financial literacy, saving and spending practices, the sound use of consumer credit, and/or assist individuals and families with financial problems such as credit card debt and foreclosure by providing them with counseling? If "Yes," explain. Yes No

- 9** Do you or will you make grants, loans, or other distributions to organizations? If "Yes," describe the type and purpose of the grants, loans, or distributions, how you select your recipients including submission requirements (such as grant proposals or application forms), and the criteria you use or will use to select recipients. Also describe how you ensure the grants, loans, and other distributions are or will be used for their intended purposes (including whether you require periodic or final reports on the use of funds and any procedures you have if you identify that funds are not being used for their intended purposes). Finally, describe the records you keep with respect to grants, loans, or other distributions you make and identify any recipient organizations and any relationships between you and the recipients. If "No," continue to Line 10. Yes No

See Supplemental Responses.

Part IV Your Activities (continued)

- 9a** Do you or will you make grants, loans, or other distributions to organizations that are not recognized by the IRS as tax exempt under section 501(c)(3)? If "Yes," name and/or describe the non-section 501(c)(3) organizations to whom you do or will make distributions and explain how these distributions further your exempt purposes. Yes No

See Supplemental Responses.

- 9b** Do you or will you make grants, loans, or other distributions to foreign organizations? If "Yes," name each foreign organization (if not already provided), the country and region within each country in which each foreign organization operates, any relationship you have with each foreign organization, and whether the foreign organization accepts contributions earmarked for a specific country or organization (if so, specify which countries or organizations). If "No," continue to Line 10. Yes No

See Supplemental Responses.

- 9c** Do your contributors know that you have ultimate authority to use contributions made to you at your discretion for purposes consistent with your exempt purposes? If "Yes," describe how you relay this information to contributors. Yes No

See Supplemental Responses.

- 9d** Do you or will you make pre-grant inquiries about the recipient organization? If "Yes," describe these inquiries, including whether you inquire about the recipient's financial status, its tax-exempt status under the Internal Revenue Code, its ability to accomplish the purpose for which the resources are provided, and other relevant information. Yes No

See Supplemental Responses.

- 9e** Do you or will you use any additional procedures to ensure that your distributions to foreign organizations are used in furtherance of your exempt purposes? If "Yes," describe these procedures, including periodic reporting requirements, auditing grantees, site visits by your employees or compliance checks by impartial experts, etc., to verify that grant funds are being used appropriately. Yes No

See Supplemental Responses.

Part IV Your Activities (continued)

- 9f** Do you share board members or other key personnel with the recipient organization(s)? If "Yes," identify the relationships. Yes No

See Supplemental Responses.

- 9g** When you make grants, loans, or other distributions to foreign organizations, will you check the OFAC List of Specially Designated Nationals and Blocked Persons for names of individuals and entities with whom you are dealing to determine if they are included on the list? Describe any other practices you will engage in to ensure that foreign expenditures or grants are not diverted to support terrorism or other non-charitable activities. Yes No

See Supplemental Responses.

- 9h** Will you comply with all United States statutes, executive orders, and regulations that restrict or prohibit U.S. persons from engaging in transactions and dealings with designated countries, entities, or individuals, or otherwise engaging in activities in violation of economic sanctions administered by OFAC? Yes No

- 9i** Will you acquire from OFAC the appropriate license and registration where necessary? Yes No

- 10** Do you or will you operate in a foreign country or countries? If "Yes," name each foreign country and region within each country in which you do or will operate and describe your operations in each one. If "No," continue to Line 11. Yes No

See Supplemental Responses.

- 10a** When you conduct activities in foreign countries, will you check the OFAC List of Specially Designated Nationals and Blocked Persons for names of individuals and entities with whom you are dealing to determine if they are included on the list? Describe any other practices you will engage in to ensure that foreign expenditures or grants are not diverted to support terrorism or other non-charitable activities. Yes No

See Supplemental Responses.

- 10b** Will you comply with all United States statutes, executive orders, and regulations that restrict or prohibit U.S. persons from engaging in transactions and dealings with designated countries, entities, or individuals, or otherwise engaging in activities in violation of economic sanctions administered by OFAC? Yes No

- 10c** Will you acquire from OFAC the appropriate license and registration where necessary? Yes No

Part IV Your Activities (continued)

- 11** Are you a sponsoring organization that maintains one or more donor advised funds? If yes, please provide a complete description of your program, including the specific advice that such donors may provide. Describe in detail the control you maintain (or will maintain) over the use of the funds. Yes No

- 12** Do you or will you operate a school? Yes No
If "Yes," complete Schedule B.

- 13** Is your principal purpose or function to provide hospital or medical care? Yes No
If "Yes," complete Schedule C.

- 14** Do you or will you provide low-income housing? Yes No
If "Yes," complete Schedule F.

- 15** Do you or will you provide scholarships, fellowships, educational loans, or other educational grants to individuals, including grants for travel, study, or other similar purposes? Yes No
If "Yes," complete Schedule H - Section I.

- 16** Check any of the following fundraising activities that you will undertake (check all that apply):

- | | |
|--|--|
| <input checked="" type="checkbox"/> Website, mail, email, personal, and/or phone solicitations | <input checked="" type="checkbox"/> Foundation grant solicitations |
| <input checked="" type="checkbox"/> Receive donations from another organization's website | <input checked="" type="checkbox"/> Government grant solicitations |
| <input type="checkbox"/> Bingo | <input type="checkbox"/> Other (non-bingo) gaming activities |
| <input type="checkbox"/> Other (describe) | |

- We will not engage in fundraising activities.

- 17** Do you or will you engage in fundraising activities for other organizations? If "Yes," describe these arrangements, including the names or descriptions of the organizations for which you raise funds. Yes No

Part V Compensation and Other Financial Arrangements

- 1** Do you or will you compensate officers, directors, or trustees, or do or will you have highest compensated employees, or highest compensated independent contractors? If "No," continue to Line 2. Yes No

In establishing compensation for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors:

- 1a** Do or will the individuals that approve compensation arrangements follow a conflict of interest policy? Yes No

- 1b** Do or will you approve compensation arrangements in advance of paying compensation? Yes No

- 1c** Do or will you document in writing the date and terms of approved compensation arrangements? Yes No

- 1d** Do or will you record in writing the decision made by each individual who decided or voted on compensation arrangements? Yes No

- 1e** Do or will you approve compensation arrangements based on information about compensation paid by similarly situated taxable or tax-exempt organizations for similar services, current compensation surveys compiled by independent firms, or actual written offers from similarly situated organizations? Yes No

- 1f** Do or will you record in writing both the information on which you relied to base your decision and its source? Yes No

- 1g** Do or will you have any other practices you use to set reasonable compensation? If "Yes," describe these practices. Yes No

See Supplemental Reponses.

- 2** Have you adopted a conflict of interest policy consistent with the sample conflict of interest policy in Appendix A to the instructions? If you are a hospital, answer "Yes" if your conflict of interest policy includes provisions consistent with the additional healthcare related provisions in the sample document. If "No," describe the procedures you will follow to ensure that persons who have a conflict of interest will not have influence over setting their own compensation or regarding business deals with themselves. Yes No

- 3** Do you or will you compensate any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors through non-fixed payments, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are determined, who is eligible for such arrangements, whether you place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Yes No

Part V Compensation and Other Financial Arrangements (continued)

- 4 Do you or will you purchase or sell any goods, services, or assets from or to: (i) any of your officers, directors, or trustees; (ii) any family of any of your officers, directors, or trustees; (iii) any organizations in which any of your officers, directors, or trustees are also officers, directors, or trustees, or in which any individual officer, director, or trustee owns more than a 35% interest; (iv) your highest compensated employees; or (v) your highest compensated independent contractors? If "Yes," describe any such transactions that you made or intend to make, with whom you make or will make such transactions, how the terms are or will be negotiated at arm's length, and how you determine you pay no more than fair market value or you are paid at least fair market value. Yes No

- 5 Do you or will you have any leases, contracts, loans, or other agreements with: (i) your officers, directors, or trustees; (ii) any family of any of your officers, directors, or trustees; (iii) any organizations in which any of your officers, directors, or trustees are also officers, directors, or trustees, or in which any individual officer, director, or trustee owns more than a 35% interest; (iv) your highest compensated employees; or (v) your highest compensated independent contractors? If "Yes," describe any written or oral arrangements that you made or intend to make, with whom you have or will have such arrangements, how the terms are or will be negotiated at arm's length, and how you determine you pay no more than fair market value or you are paid at least fair market value. Yes No

- 6 Do you or will you contract with another organization to develop, build, market, or finance your facilities? If "Yes," describe each facility, the role of the other organization, and any business or family relationship between the organization and your officers, directors, or trustees. Explain how that entity is selected, how the terms of any contract(s) are negotiated at arm's length, and how you determine you will pay no more than fair market value for services. Yes No

Part V Compensation and Other Financial Arrangements (continued)

- 7 Does or will someone other than your own employees or volunteers manage your activities or facilities? Yes No
- If "Yes," describe the activities or facilities that will be managed by others, the names of the persons or organizations that manage or will manage your activities or facilities, and any business or family relationship between the organization and your officers, directors, or trustees. Explain how these managers were or will be selected, how the terms of any contracts or other agreements were or will be negotiated, and how you determine you will pay no more than fair market value for services.

- 8 Do you participate in any joint ventures, including partnerships or limited liability companies treated as partnerships, in which you share profits and losses with partners? If "Yes," state your ownership percentage in each joint venture, list your investment in each joint venture, describe the tax status of other participants in each joint venture (including whether they are section 501(c)(3) organizations), describe the activities of each joint venture, describe how you exercise control over the activities of each joint venture, and describe how each joint venture furthers your exempt purposes. Yes No

Part VI Financial Data

- 1 Select the option that best describes you to determine the years of revenues and expenses you need to provide.
- You completed less than one tax year.
Provide a total of three years of financial information (including the current year and two future years of reasonable and good faith projections of your future finances) in the following Statement of Revenues and Expenses.
- You completed at least one tax year but fewer than five.
Provide a total of four years financial information (including the current year and three years of actual financial information or reasonable and good faith projections of your future finances) in the following Statement of Revenues and Expenses.
- You completed five or more tax years.
Provide financial information for your five most recent tax years (including the current year) in the following Statement of Revenues and Expenses.

Part VI Financial Data (continued)**A. Statement of Revenues and Expenses**

Type of revenue	Current tax year	4 prior tax years or 2 succeeding tax years				
		From: 01/01/2022 To: 12/31/2022	From: 12/16/2019 To: 12/31/2019	From: 01/01/2020 To: 12/31/2020	From: 01/01/2021 To: 12/31/2021	From: __/__/__ To: __/__/__
1 Gifts, grants, and contributions received (do not include unusual grants)	\$805,000.	\$0.	\$0.	\$0.	\$0.	
2 Membership fees received	\$74,600.	\$0.	\$0.	\$0.	\$0.	
3 Gross investment income						
4 Net unrelated business income						
5 Taxes levied for your benefit						
6 Value of services or facilities furnished by a governmental unit without charge (not including the value of services generally furnished to the public without charge)						
7 Any revenue not otherwise listed above or in lines 9 - 12 below (provide an itemized list below)	\$0.	\$0.	\$0.	\$0.	\$0.	
8 Total of lines 1 through 7	\$879,600.	\$0.	\$0.	\$0.	\$0.	\$0.
9 Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is related to your exempt purposes (provide an itemized list below)						
10 Total of lines 8 and 9	\$879,600.	\$0.	\$0.	\$0.	\$0.	\$0.
11 Net gain or loss on sale of capital assets (provide an itemized list below)						
12 Unusual grants (provide an itemized list below)						
13 Total Revenue (add lines 10 through 12)	\$879,600.	\$0.	\$0.	\$0.	\$0.	\$0.
Type of expense	Current tax year	4 prior tax years or 2 succeeding tax years				
14 Fundraising expenses						
15 Contributions, gifts, grants, and similar amounts paid out (provide an itemized list below)	\$0.	\$0.	\$0.	\$0.	\$0.	
16 Disbursements to or for the benefit of members (provide an itemized list below)						
17 Compensation of officers, directors, and trustees						
18 Other salaries and wages	\$0.	\$0.	\$0.	\$0.	\$0.	
19 Interest expense						
20 Occupancy (rent, utilities, etc.)						
21 Depreciation and depletion						
22 Professional fees	\$52,000.	\$0.	\$0.	\$0.	\$0.	
23 Any expense not otherwise classified, such as program services (provide an itemized list below)	\$12,485.	\$0.	\$0.	\$0.	\$0.	
24 Total Expenses (add lines 14 through 23)	\$64,485.	\$0.	\$0.	\$0.	\$0.	\$0.

25 Itemized financial data

See Supplemental Responses.

Part VI Financial Data (continued)

B. Balance Sheet (for your most recently completed tax year)		Year End: 12/31/2021
Assets		
1	Cash	\$0.
2	Accounts receivable, net	
3	Inventories	
4	Bonds and notes receivable (provide an itemized list below)	
5	Corporate stocks (provide an itemized list below)	
6	Loans receivable (provide an itemized list below)	
7	Other investments (provide an itemized list below)	
8	Depreciable assets (provide an itemized list below)	
9	Land	
10	Other assets (provide an itemized list below)	
11	Total Assets (add lines 1 through 10)	\$0.
Liabilities		
12	Accounts payable	\$0.
13	Contributions, gifts, grants, etc. payable	
14	Mortgages and notes payable (provide an itemized list below)	
15	Other liabilities (provide an itemized list below)	
16	Total Liabilities (add lines 12 through 15)	\$0.
Fund Balances or Net Assets		
17	Total fund balances or net assets	\$0.
18	Total Liabilities and Fund Balances or Net Assets (add lines 16 and 17)	\$0.

19 Itemized financial data

Part VII Foundation Classification

Part VII is designed to classify you as an organization that is either a private foundation or a public charity. Public charity classification is a more favorable tax status than private foundation classification. If you are a private foundation, this part will further determine whether you are a private operating foundation.

1 Select the foundation classification you are requesting from the list below.

- You are described in 509(a)(1) and 170(b)(1)(A)(vi) as an organization that receives a substantial part of its financial support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public.
- You are described in 509(a)(2) as an organization that normally receives not more than one-third of its financial support from gross investment income and receives more than one-third of its financial support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions).
- You are described in 509(a)(1) and 170(b)(1)(A)(i) as a church or a convention or association of churches. Complete Schedule A.
- You are described in 509(a)(1) and 170(b)(1)(A)(ii) as a school. Complete Schedule B.
- You are described in 509(a)(1) and 170(b)(1)(A)(iii) as a hospital, a cooperative hospital service organization, or a medical research organization operated in conjunction with a hospital. Complete Schedule C.
- You are described in 509(a)(1) and 170(b)(1)(A)(iv) as an organization operated for the benefit of a college or university that is owned or operated by a governmental unit.
- You are described in 509(a)(1) and 170(b)(1)(A)(ix) as an agricultural research organization directly engaged in the continuous active conduct of agricultural research in conjunction with a college or university.
- You are described in 509(a)(3) as an organization supporting either one or more organizations described in 509(a)(1) or 509(a)(2) or a publicly supported section 501(c)(4), (5), or (6) organization. Complete Schedule D.
- You are described in 509(a)(4) as an organization organized and operated exclusively for testing for public safety.
- You are a publicly supported organization and would like the IRS to decide your correct classification.
- You are a private foundation.

- 1a** As a private foundation, section 508(e) requires special provisions in your organizing document in addition to those that apply to all organizations described in section 501(c)(3). Check this box to confirm that your organizing document includes these provisions or you rely on state law.

State specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document (Page/Article/Paragraph) or state that you rely on state law.

- 1b** Do you or will you provide scholarships, fellowships, educational loans, or other educational grants to individuals, including grants for travel, study, or other similar purposes? Yes No
If "Yes," complete Schedule H - Section II.

- 1c** Are you a private operating foundation? Yes No

To be a private operating foundation you must engage directly in the active conduct of charitable, religious, educational, and similar activities, as opposed to indirectly carrying out these activities by providing grants to individuals or other organizations.

Part VII Foundation Classification (continued)

- 1d** Describe how you meet the requirements for private operating foundation status, including how you meet the income test and either the assets test, the endowment test, or the support test. If you've been in existence for less than one year, describe how you are likely to satisfy the requirements for private operating foundation status.

- 2** If you have been in existence more than 5 years, you must confirm your public support status. To confirm your qualification as a public charity described in 509(a)(1) and 170(b)(1)(A)(vi) in existence for five or more tax years, you must have received one-third or more of your total support from governmental agencies, contributions from the general public, and contributions or grants from other public charities; or 10% or more of your total support from governmental agencies, contributions from the general public, and contributions or grants from other public charities and the facts and circumstances indicate you are a publicly supported organization. Calculate whether you meet this support test for your most recent five-year period.

- i. Did you receive contributions from any person, company, or organization whose gifts totaled more than the 2% amount of line 8 in Part VI-A? Yes No

If "Yes," identify each person, company, or organization by letter (A, B, C, etc.) and indicate the amount contributed by each. Keep a list showing the name of and amount contributed by each of these donors for your records.

- ii. Based on your calculations, did you receive at least one-third of your support from public sources or did you normally receive at least 10 percent of your support from public sources and you have other characteristics of a publicly supported organization? Yes No

- 2a** If you have been in existence more than 5 years, you must confirm your public support status. To confirm your qualification as a public charity described in 509(a)(2) in existence for five or more tax years, you must have normally received more than one-third of your support from contributions, membership fees, and gross receipts from activities related to your exempt functions, or a combination of these sources, and not more than one-third of your support from gross investment income and net unrelated business income. Calculate whether you meet this support test for your most recent five-year period.

- i. Did you receive amounts from any disqualified persons? Yes No

If "Yes," identify each disqualified person by letter (A, B, C, etc.) and indicate the amount contributed by each. Keep a list showing the name of and amount contributed by each of these donors for your records.

- ii. Did you receive amounts from individuals or organizations other than disqualified persons that exceeded the greater of \$5,000 or 1% of the amount on line 10 of Part VI-A Statement of Revenues and Expenses? Yes No

If "Yes," identify each individual or organization by letter (A, B, C, etc.) and indicate the amount contributed by each. Keep a list showing the name of and amount contributed by each of these donors for your records.

- iii. Based on your calculations, did you normally receive more than one-third of your support from a combination of gifts, grants, contributions, membership fees, and gross receipts (from permitted sources) from activities related to your exempt functions and normally receive not more than one-third of your support from investment income and unrelated business taxable income? Yes No

Part VIII Effective Date

In general, a determination letter recognizing exemption of an organization described in section 501(c)(3) is effective as of the date of formation of an organization if: (1) its purposes and activities prior to the date of the determination letter have been consistent with the requirements for exemption; and (2) it has filed an application for recognition of exemption within 27 months from the end of the month in which it was organized.

- 1 Are you submitting this application within 27 months of the end of the month in which you were legally formed? Yes No

If "No," complete Schedule E.

Part IX Annual Filing Requirements

If you fail to file a required information return or notice for three consecutive years, your exempt status will be automatically revoked.

- 1 Certain organizations are not required to file annual information returns or notices (Form 990, Form 990-EZ, or Form 990-N, e-Postcard). If you are granted tax-exemption, are you claiming to be excused from filing Form 990, Form 990-EZ, or Form 990-N? Yes No

If "Yes," are you claiming you are excepted from filing because you are:

- A church or association of churches
- An integrated auxiliary (such as a men's or women's organization, religious school, mission society, or religious group)
- A church-affiliated organization (other than a section 509(a)(3) organization) that is exclusively engaged in managing funds or maintaining retirement programs and is described in Revenue Procedure 96-10, 1996-1 C.B. 577
- A school below college level affiliated with a church or operated by a religious order
- A mission society (other than a section 509(a)(3) supporting organization) sponsored by, or affiliated with, one or more churches or church denominations, if more than half of the society's activities are conducted in, or directed at, persons in foreign countries
- An affiliate of a governmental unit that meets the requirements of Revenue Procedure 95-48, 1995-2 C.B. 418 (other than a section 509(a)(3) supporting organization)
- Other (describe)

Part X Signature

- I declare under the penalties of perjury that I am authorized to sign this application on behalf of the above organization and that I have examined this application, and to the best of my knowledge it is true, correct, and complete.

Ralph Swick

(Type name of signer)

PRESIDENT

(Type title or authority of signer)

12/23/2022

(Date)

Upload checklist:

- Organizing document (and any amendments)
- Bylaws, if adopted
- Form 2848, Power of Attorney and Declaration of Representative (if applicable)
- Form 8821, Tax Information Authorization (if applicable)
- Supplemental responses (if applicable)
- Expedited handling request (if applicable)

Schedule A. Churches

- 1 Do you have a written creed, statement of faith, or summary of beliefs? If "Yes," describe your written creed, statement of faith, or summary of beliefs. Yes No

- 2 Do you have a literature of your own? If "Yes," describe your literature. Yes No

- 3 Do you have a formal code of doctrine and discipline? If "Yes," describe your code of doctrine and discipline. Yes No

- 4 Describe your religious hierarchy or ecclesiastical government.

- 5 Are you part of a group of churches with similar beliefs and structures? If "Yes," explain. Yes No

- 6 Do you have a form of worship? If "Yes," describe your form of worship. Yes No

- 7 Do you have regularly scheduled religious services? If "Yes," describe the nature of the services. Yes No

- 7a What is the average attendance at your regularly scheduled religious services?

- 8 Do you have an established place of worship? If "Yes," describe your established place of worship or where you meet to hold regularly scheduled religious services. Yes No

Schedule A. Churches (continued)

- 9** Do you have an established congregation or other regular membership group? If "No," continue to Line 10. Yes No
- 9a** How many members do you have?
- 9b** Do you have a process by which an individual becomes a member? If "Yes," describe the process. Yes No
-
- 9c** Do your members have voting rights, rights to participate in religious functions, or other rights? If "Yes," describe the rights your members have. Yes No
-
- 9d** May your members be associated with another denomination or church? Yes No
- 9e** Are all of your members part of the same family? Yes No
- 10** Do you conduct baptisms, weddings, funerals, or other religious rites? Yes No
- 11** Do you have a school for the religious instruction of the young? Yes No
- 12** Do you have ministers or religious leaders? If "Yes," describe these roles and explain whether the ministers or religious leaders are ordained, commissioned, or licensed after a prescribed course of study. Yes No
-
- 13** Do you have schools for the preparation of your ordained ministers or religious leaders? Yes No
- 14** Do you ordain, commission, or license ministers or religious leaders? If "Yes," describe the requirements for ordination, commission, or licensure. Yes No
-
- 15** Do you have other information you believe should be considered regarding your status as a church? If "Yes," explain. Yes No
-

Schedule B. Schools, Colleges, and Universities

- 1** Do you normally have a regularly scheduled curriculum, a regular faculty of qualified teachers, a regularly enrolled student body, and facilities where your educational activities are regularly carried on? Yes No
- 2** Is the primary function of your school the presentation of formal instruction? If "No," continue to Line 3. Yes No

2a Select the best description(s) of your school:

- Elementary school
- Secondary school
- Charter school
- College or university
- Technical school
- Other school (describe)

- 3** Are you a public school because you are operated by a state or subdivision of a state or operated wholly or predominantly from government funds or property? If "Yes," explain how you are operated by a state or subdivision of a state. Do not complete the remainder of Schedule B. Yes No

- 4** Were you formed or substantially expanded at the time of public school desegregation in the school district or county in which you are located? Yes No

- 5** Has a state or federal administrative agency or judicial body ever determined that you are racially discriminatory? If "Yes," explain. Yes No

- 6** Has your right to receive financial aid or assistance from a governmental agency ever been revoked or suspended? If "Yes," explain. Yes No

Information Required by Revenue Procedure 75-50 as Modified by Revenue Procedure 2019-22

- 7** Have you adopted a racially nondiscriminatory policy as to students in your organizing document, bylaws, or by resolution of your governing body? Yes No

State where the policy is located or if adopted by resolution of your governing body.

- 8** Do your brochures, application forms, advertisements, and catalogues dealing with student admissions, programs, and scholarships contain a statement of your racially nondiscriminatory policy? If "Yes," continue to Line 9. Yes No

- 8a** By checking this box, you agree that all future printed materials, including website content, will contain the required nondiscriminatory policy statement.

Schedule B. Schools, Colleges, and Universities *(continued)*

- 13** List your incorporators, founders, board members, and donors of land or buildings, whether individuals or organizations.

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- 14** Do any of your incorporators, founders, board members, and donors of land or buildings, whether individuals or organizations, have an objective to maintain segregated public or private school education? If "Yes," explain.

 Yes No

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- 15** Will you maintain records according to the nondiscrimination provisions contained in Revenue Procedure 75-50? If "No," explain.

 Yes No

--

Schedule C. Hospitals and Medical Research Organizations

- 1** Are you a medical research organization (an organization whose principal purpose or function is medical research and which is directly engaged in the continuous active conduct of medical research) operated in conjunction with a hospital? If "No," continue to Line 2. Yes No

- 1a** Name the hospitals with which you have a relationship and describe the relationship.

- 1b** List your assets showing their fair market value and the portion of your assets directly devoted to medical research.

Do not complete the remainder of Schedule C.

- 2** Are you applying for exemption as a cooperative hospital service organization described in section 501(e)? If "Yes," explain. Yes No

Do not complete the remainder of Schedule C.

- 3** Are all the doctors in the community eligible for staff privileges? If "No," give the reasons why and explain how the medical staff is selected. Yes No

Schedule C. Hospitals and Medical Research Organizations (continued)

- 4** Do you or will you provide medical services to all individuals in your community who can pay for themselves or are able to pay through some form of insurance? If "No," explain. Yes No

- 5** Do you or will you maintain a full-time emergency room? If "Yes," continue to Line 6. Yes No

- 5a** Are you a specialty hospital or would emergency services be duplicative based on your region or locality? Yes No

- 6** Do you provide free or below cost services? If "Yes," describe your policy for determining when and to whom you provide these services and how these services promote the organization's benefit to the community. Yes No

- 7** Do you or will you carry on a formal program of medical training or medical research? If "Yes," describe such programs, including the type of programs offered, the scope of such programs, and affiliations with other hospitals or medical care providers with which you carry on the medical training or research programs. Yes No

- 8** Do you or will you carry on a formal program of community education? If "Yes," describe such programs, including the type of programs offered, the scope of such programs, and affiliation with other hospitals or medical care providers with which you offer community education programs. Yes No

Schedule C. Hospitals and Medical Research Organizations *(continued)*

- 9** Is your board of directors composed of a majority of individuals who are representative of the community you serve, or do you operate under a parent organization whose board of directors is composed of a majority of individuals who are representative of the community you serve? If "Yes," continue to Line 10. Yes No

- 9a** List each board member's name and business, financial, or professional relationship with the hospital. Also, identify each board member who is representative of the community and describe how that individual is a community representative. If you operate under a parent organization whose board of directors is not composed of a majority of individuals who are representative of the community you serve, provide the requested information for your parent's board of directors as well.

- 10** Do you operate a facility which is required by a state to be licensed, registered, or similarly recognized as a hospital? If "No," do not complete the rest of Schedule C. Yes No

- 10a** Do you conduct a community health needs assessment (CHNA) at least once every three years and adopt an implementation strategy to meet the community health needs identified in the assessment as required by section 501(r)(3)? If "No," explain. Yes No

- 10b** Do you have a written financial assistance policy (FAP) and a written policy relating to emergency medical care as required by section 501(r)(4)? If "No," explain. Yes No

Schedule C. Hospitals and Medical Research Organizations *(continued)*

10c Do you both (1) limit amounts charged for emergency or other medically necessary care provided to individuals eligible for assistance under your FAP to not more than amounts generally billed to individuals who have insurance covering such care, and (2) prohibit use of gross charges as required by section 501(r)(5)? If "No," explain. Yes No

10d Do you make reasonable efforts to determine whether an individual is FAP-eligible before engaging in extraordinary collection actions as required by section 501(r)(6)? If "No," explain. Yes No

Schedule D. Section 509(a)(3) Supporting Organizations

1 List the names, addresses, and EINs of the organizations you support.

--

2 Are all your supported organizations public charities under section 509(a)(1) or (2)? If "Yes," continue to Line 3.

Yes No

2a Are your supported organizations tax exempt under section 501(c)(4), 501(c)(5), or 501(c)(6) and do your supported organizations meet the public support test under section 509(a)(2)? If "No," explain how each organization you support is a public charity under section 509(a)(1) or 509(a)(2).

Yes No

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3 Which of the following describes your relationship with your supported organization(s)?

A majority of your governing board or officers are elected or appointed by your supported organization(s). (Type I supporting organization)

Your control or management is vested in the same persons who control or manage your supported organization(s). (Type II supporting organization)

One or more of your officers, directors, or trustees are elected or appointed by the officers, directors, trustees, or membership of your supported organization(s), or one or more of your officers, directors, trustees, or other important office holders, are also members of the governing body of your supported organization(s), or your officers, directors, or trustees maintain a close and continuous working relationship with the officers, directors, or trustees of your supported organization(s). (Type III supporting organization)

4 Describe how your governing board and officers are selected. If you are a Type III organization, also describe how your officers, directors, or trustees maintain a close and continuous working relationship with the officers, directors, or trustees of your supported organization(s).

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Schedule D. Section 509(a)(3) Supporting Organizations *(continued)*

- 5** Do any persons who are disqualified persons (except individuals who are disqualified persons only because they are foundation managers) with respect to you or persons who have a family or business relationship with any disqualified persons appoint any of your foundation managers? If "Yes," (1) describe the process by which disqualified persons appoint any of your foundation managers, (2) provide the names of these disqualified persons and the foundation managers they appoint, and (3) explain how control is vested over your operations (including assets and activities) by persons other than disqualified persons. Yes No

- 6** Do any persons who are disqualified persons (except individuals who are disqualified persons only because they are foundation managers) have any influence regarding your operations, including your assets or activities? If "Yes," (1) provide the names of these disqualified persons, (2) explain how influence is exerted over your operations (including assets and activities), and (3) explain how control is vested over your operations (including assets and activities) by individuals other than disqualified persons. Yes No

- 7** Does your organizing document specify your supported organization(s) by name? Yes No
 If "Yes" and you selected Type I above, continue to Line 8.
 If "Yes," and you selected Type II, do not complete the rest of Schedule D.
 If "No" and you selected Type III above, amend your organizing document to specify your supported organization(s) by name or you will not meet the organizational test and need to reconsider your requested public charity classification; then continue to Line 8.

- 7a** Does your organizing document name a similar purpose or charitable class of beneficiaries as to your supported organization(s)? If "No," amend your organizing document to specify your supported organization(s) by name, purpose, or class or you will not meet the organizational test and need to reconsider your requested public charity classification. Yes No

If you selected Type II above, do not complete the rest of Schedule D.

- 8** Do you or will you receive contributions from any person who alone, or combined with family members or an entity at least 35% controlled by that person, controls any of your supported organizations, or will you receive contributions from any family member of, or an entity at least 35% controlled by, any person who controls any of your supported organizations? If "Yes," explain. Yes No

If you selected Type I above, do not complete the rest of Schedule D.

Schedule D. Section 509(a)(3) Supporting Organizations *(continued)*

- 9** Do the officers, directors, or trustees of your supported organization have a significant voice in your investment policies, the timing and making of grants, the selection of grant recipients, and in otherwise directing the use of your income or assets? If "Yes," explain. Yes No

- 10** In each taxable year, do you or will you provide each of your supported organizations with (a) a written notice addressed to a principal officer of the supported organization describing the type and amount of all of the support you provided to the supported organization during the immediately preceding taxable year, (b) a copy of your most recently filed Form 990-series return or notice, and (c) a copy of your governing documents? If "No," explain. Yes No

- 11** Do you exercise a substantial degree of direction over the policies, programs, and activities of your supported organization(s) and appoint or elect (directly or indirectly) a majority of the officers, directors, or trustees of your supported organization(s)? If "Yes," explain. Yes No

- 12** Do substantially all of your activities directly further the exempt purposes of one or more supported organizations to which you are responsive by performing the functions of, or carrying out the purposes of, such supported organization(s) and but for your involvement would normally be engaged in by such supported organization(s). If "Yes," explain and do not complete the rest of Schedule D. Yes No

Schedule D. Section 509(a)(3) Supporting Organizations *(continued)*

13 Do you distribute at least 85% of your annual net income or 3.5% of the aggregate fair market value of all of your non-exempt-use assets (whichever is greater) to your supported organization(s)? If "No," explain.

 Yes No

13a How much do you contribute annually to each supported organization?

13b What is the total annual revenue of each supported organization?

13c Do you or the supported organization(s) earmark your funds for support of a particular program or activity? If "Yes," explain.

 Yes No

Schedule E. Effective Date

- 1** Are you applying for reinstatement of exemption after being automatically revoked for failure to file required returns or notices for three consecutive years? If "No," continue to Line 2. Yes No

- 1a** Revenue Procedure 2014-11, 2014-1 C.B. 411, provides procedures for reinstating your tax-exempt status. Select the section of Revenue Procedure 2014-11 under which you want us to consider your reinstatement request.

Section 4. You are seeking retroactive reinstatement under section 4 of Revenue Procedure 2014-11. By selecting this line, you attest that you meet the specified requirements of section 4, that your failure to file was not intentional, and that you have put in place procedures to file required returns or notices in the future. Do not complete the rest of Schedule E.

Section 5. You are seeking retroactive reinstatement under section 5 of Revenue Procedure 2014-11. By selecting this line, you attest that you meet the specified requirements of section 5, that you have filed required annual returns, that your failure to file was not intentional, and that you have put in place procedures to file required returns or notices in the future.

Describe how you exercised ordinary business care and prudence in determining and attempting to comply with your filing requirements in at least one of the three years of revocation and the steps you have taken or will take to avoid or mitigate future failures to file timely returns or notices. Do not complete the rest of Schedule E.

Section 6. You are seeking retroactive reinstatement under section 6 of Revenue Procedure 2014-11. By selecting this line, you attest that you meet the specified requirements of section 6, that you have filed required annual returns, that your failure to file was not intentional, and that you have put in place procedures to file required returns or notices in the future.

Describe how you exercised ordinary business care and prudence in determining and attempting to comply with your filing requirements in each of the three years of revocation and the steps you have taken or will take to avoid or mitigate future failures to file timely returns or notices. Do not complete the rest of Schedule E.

Section 7. You are seeking reinstatement under section 7 of Revenue Procedure 2014-11, effective the date you are filling this application. Do not complete the rest of Schedule E.

- 2** Generally, if you did not file Form 1023 within 27 months of formation, the effective date of your exempt status will be the date you filed Form 1023 (submission date). Requests for an earlier effective date may be granted when there is evidence to establish you acted reasonably and in good faith and the grant of relief will not prejudice the interests of the government.

Check this box if you accept the submission date as the effective date of your exempt status. Do not complete the rest of Schedule E.

Check this box if you are requesting an earlier effective date than the submission date.

- 2a** Explain why you did not file Form 1023 within 27 months of formation, how you acted reasonably and in good faith, and how granting an earlier effective date will not prejudice the interests of the Government.

You may want to include the events that led to the failure to timely file Form 1023 and to the discovery of the failure, any reliance on the advice of a qualified tax professional and a description of the engagement and responsibilities of the professional as well as the extent to which you relied on the professional, a comparison of (1) what your aggregate tax liability would be if you had filed this application within the 27-month period with (2) what your aggregate liability would be if you were exempt as of your formation date, or any other information you believe will support your request for relief.

Schedule F. Low-Income Housing

- 1** Describe each facility including the type of facility, whether you own or lease the facility, how many residents it can accommodate, the current number of residents, and whether the residents purchase or rent housing from you.

- 2** Describe who qualifies for your housing in terms of income levels or other criteria and explain how you select residents.

- 3** Do you meet the safe harbor requirements outlined in Revenue Procedure 96-32, 1996-1 C.B. 717, which provides guidelines for providing low-income housing that will be treated as charitable, including for each project that (a) at least 75 percent of the units are occupied by residents that qualify as low-income and (b) either at least 20 percent of the units are occupied by residents that also meet the very low-income limit for the area or 40 percent of the units are occupied by residents that also do not exceed 120 percent of the area's very low-income limit, and less than 25 percent of the units are provided at market rates to persons who have incomes in excess of the low-income limit? Yes No

- 4** Is your housing affordable to low-income residents? If "Yes," describe how your housing is made affordable to low-income residents. Yes No

- 5** Do you impose any restrictions to make sure that your housing remains affordable to low-income residents? If "Yes," describe these restrictions. Yes No

Schedule F. Low-Income Housing *(continued)*

6 In addition to rent or mortgage payments, do residents pay periodic fees or maintenance charges? If "Yes," describe what these charges cover and how they are determined. Yes No

7 Do you provide social services to residents? If "Yes," describe these services. Yes No

8 Do you participate in any government housing programs? If "Yes," describe these programs. Yes No

Schedule G. Successors to Other Organizations

- 1** List the name, last address, and EIN of your predecessor organization and describe its activities.

See attached Supplemental Responses.

- 2** List the owners, partners, principal stockholders, officers, and governing board members of your predecessor organization. Include their names, addresses, and share/interest in the predecessor organization (if for-profit).

See attached Supplemental Responses.

- 3** Are you a successor to a for-profit organization? If "Yes," explain your relationship with the predecessor organization that resulted in your creation and explain why you took over the activities or assets of a for-profit organization or converted from for-profit to nonprofit status; continue to Line 4.

Yes

No

- 3a** Explain your relationship with the other organization that resulted in your creation and why you took over the activities or assets of another organization.

See attached Supplemental Responses.

Schedule G. Successors to Other Organizations (continued)

- 4 Do or will you maintain a working relationship with any of the persons listed in question 2 or with any for-profit organization in which these persons own more than a 35% interest? If "Yes," describe the relationship. Yes No

See attached Supplemental Responses.

- 5 Were any assets transferred, whether by gift or sale, from the predecessor organization to you? If "Yes," provide a list of assets, indicate the value of each asset, explain how the value was determined, and attach an appraisal, if available. For each asset listed, also explain if the transfer was by gift, sale, or combination thereof and describe any restrictions that were placed on the use or sale of the assets. Yes No

See attached Supplemental Responses.

- 6 Were any debts or liabilities transferred from the predecessor for-profit organization to you? If "Yes," provide a list of the debts or liabilities that were transferred to you, indicating the amount of each, how the amount was determined, and the name of the person to whom the debt or liability is owed. Yes No

- 7 Will you lease or rent any property or equipment to or from the predecessor organization or any persons listed in Line 2 or a for-profit organization in which these persons own more than a 35% interest? If "Yes," describe the arrangement(s) including how the lease or rental value was determined. Yes No

Schedule H. Organizations Providing Scholarships, Fellowships, Educational Loans, or Other Educational Grants to Individuals and Private Foundations Requesting Advance Approval of Individual Grant Procedures**Section I Public charities and private foundations complete lines 1 through 8 of this section.**

- 1** Describe the types of educational grants you provide to individuals, such as scholarships, fellowships, loans, etc., including the purpose, number and amount(s) of grants, how the program is publicized, and if you award educational loans, the terms of the loans.

See Supplemental Responses.

- 2** Do you maintain case histories showing recipients of your scholarships, fellowships, educational loans, or other educational grants, including names, addresses, purposes of awards, amount of each grant, manner of selection, and relationship (if any) to officers, trustees, or donors of funds to you? If "No," explain. Yes No

- 3** Describe the specific criteria you use to determine who is eligible for your program (for example, eligibility selection criteria could consist of graduating high school students from a particular high school who will attend college, writers of scholarly works about American history, etc.).

See Supplemental Responses.

- 4** Describe the specific criteria you use to select recipients (for example, specific selection criteria could consist of prior academic performance, financial need, etc.).

See Supplemental Responses.

Schedule H. Organizations Providing Scholarships, Fellowships, Educational Loans, or Other Educational Grants to Individuals and Private Foundations Requesting Advance Approval of Individual Grant Procedures (continued)

- 5** Describe any requirement or condition you impose on recipients to obtain, maintain, or qualify for renewal of a grant (for example, specific requirements or conditions could consist of attendance at a four-year college, maintaining a certain grade point average, teaching in public school after graduation from college, etc.).

See Supplemental Responses.

- 6** Describe your procedures for supervising the scholarships, fellowships, educational loans, or other educational grants. Explain whether you obtain reports and grade transcripts from recipients, or you pay grants directly to a school under an arrangement whereby the school will apply the grant funds only for enrolled students who are in good standing. Also, describe your procedures for taking action if the terms of the award are violated.

See Supplemental Responses.

- 7** How do you determine who is on the selection committee for the awards made under your program?

See Supplemental Responses.

- 8** Are relatives of members of the selection committee, or of your officers, directors, or substantial contributors eligible for awards made under your program? If "Yes," what measures do you take to ensure unbiased selections?

Yes

No

Do not complete the rest of Schedule H. If you are a private foundation, you will be directed to complete Section II of Schedule H later in the application.

Schedule H. Organizations Providing Scholarships, Fellowships, Educational Loans, or Other Educational Grants to Individuals and Private Foundations Requesting Advance Approval of Individual Grant Procedures (continued)

Section II Private foundations complete lines 1 through 7 of this section. Public charities do not complete this section.

- 1** As a private foundation, do you want this application to be considered as a request for advance approval of grant making procedures? Yes No

If "No," do not complete the rest of Schedule H.

- 1a** Check the box(es) indicating under which section(s) you want your grant making procedures to be considered.

- 4945(g)(1) - Scholarship or fellowship grant to an individual for study at an educational institution
- 4945(g)(3) - Other grants, including loans, to an individual for travel, study, or other similar purposes, to enhance a particular skill of the grantee or to produce a specific product

- 2** Do you represent that you will (1) arrange to receive and review grantee reports annually and upon completion of the purpose for which the grant was awarded, (2) investigate diversions of funds from their intended purposes, and (3) take all reasonable and appropriate steps to recover diverted funds, ensure other grant funds held by a grantee are used for their intended purposes, and withhold further payments to grantees until you obtain grantees' assurances that future diversions will not occur and that grantees will take extraordinary precautions to prevent future diversions from occurring? Yes No

- 3** Do you represent that you will maintain all records relating to individual grants, including information obtained to evaluate grantees, identify whether a grantee is a disqualified person, establish the amount and purpose of each grant, and establish that you undertook the supervision and investigation of grants described in Line 2? Yes No

- 4** Do you or will you award scholarships, fellowships, and educational loans to attend an educational institution based on the status of an individual being an employee of a particular employer? Yes No

If "No," do not complete the rest of Schedule H.

- 5** Will you comply with the seven conditions and either the percentage tests or facts and circumstances test for scholarships, fellowships, and educational loans to attend an educational institution as set forth in Revenue Procedures 76-47, 1976-2 C.B. 670, and 80-39, 1980-2 C.B. 772, which apply to inducement, selection committee, eligibility requirements, objective basis of selection, employment, course of study, and other objectives? Yes No

- 6** Do you or will you provide scholarships, fellowships, or educational loans to attend an educational institution to employees of a particular employer? If "No," continue to Line 7. Yes No

- 6a** Will you award grants to 10% or fewer of the eligible applicants who were actually considered by the selection committee in selecting recipients of grants in that year as provided by Revenue Procedures 76-47 and 80-39? Yes No

- 7** Do you provide scholarships, fellowships, or educational loans to attend an educational institution to children of employees of a particular employer? Yes No

If "No," do not complete the rest of Schedule H.

- 7a** Will you award grants to 25% or fewer of the eligible applicants who were actually considered by the selection committee in selecting recipients of grants in that year as provided by Revenue Procedures 76-47 and 80-39? Yes No

If "Yes," do not complete the rest of Schedule H.

Schedule H. Organizations Providing Scholarships, Fellowships, Educational Loans, or Other Educational Grants to Individuals and Private Foundations Requesting Advance Approval of Individual Grant Procedures (continued)

7b Will you award grants to 10% or fewer of the number of employees' children who can be shown to be eligible for grants (whether or not they submitted an application) in that year, as provided by Revenue Procedures 76-47 and 80-39? If "Yes," describe how you will determine who can be shown to be eligible for grants without submitting an application, such as by obtaining written statements or other information about the expectations of employees' children to attend an educational institution; do not complete the rest of Schedule H.

Yes No

7c Will you award grants based on facts and circumstances that demonstrate that the grants will not be considered compensation for past, present, or future services or otherwise provide a significant benefit to the particular employer? If "Yes," describe the facts and circumstances you believe will demonstrate that the grants are neither compensatory nor a significant benefit to the particular employer. In your explanation, describe why you cannot satisfy either the 25% test or the 10% test in questions 7a and 7b.

Yes No

Part VIII Effective Date

In general, a determination letter recognizing exemption of an organization described in section 501(c)(3) is effective as of the date of formation of an organization if: (1) its purposes and activities prior to the date of the determination letter have been consistent with the requirements for exemption; and (2) it has filed an application for recognition of exemption within 27 months from the end of the month in which it was organized.

- 1 Are you submitting this application within 27 months of the end of the month in which you were legally formed? Yes No

If "No," complete Schedule E.

Part IX Annual Filing Requirements

If you fail to file a required information return or notice for three consecutive years, your exempt status will be automatically revoked.

- 1 Certain organizations are not required to file annual information returns or notices (Form 990, Form 990-EZ, or Form 990-N, e-Postcard). If you are granted tax-exemption, are you claiming to be excused from filing Form 990, Form 990-EZ, or Form 990-N? Yes No

If "Yes," are you claiming you are excused from filing because you are:

- A church or association of churches
- An integrated auxiliary (such as a men's or women's organization, religious school, mission society, or religious group)
- A church-affiliated organization (other than a section 509(a)(3) organization) that is exclusively engaged in managing funds or maintaining retirement programs and is described in Revenue Procedure 96-10, 1996-1 C.B. 577
- A school below college level affiliated with a church or operated by a religious order
- A mission society (other than a section 509(a)(3) supporting organization) sponsored by, or affiliated with, one or more churches or church denominations, if more than half of the society's activities are conducted in, or directed at, persons in foreign countries
- An affiliate of a governmental unit that meets the requirements of Revenue Procedure 95-48, 1995-2 C.B. 418 (other than a section 509(a)(3) supporting organization)
- Other (describe)

Part X Signature

- I declare under the penalties of perjury that I am authorized to sign this application on behalf of the above organization and that I have examined this application, and to the best of my knowledge it is true, correct, and complete.

Ralph Swick
 (Type name of signer)

masked signature

PRESIDENT
 (Type title or authority of signer)

12/22/2022
 (Date)

Power of Attorney and Declaration of Representative

▶ Go to www.irs.gov/Form2848 for instructions and the latest information.

For IRS Use Only

Received by: _____
 Name _____
 Telephone _____
 Function _____
 Date / /

Part I Power of Attorney

Caution: A separate Form 2848 must be completed for each taxpayer. Form 2848 will not be honored for any purpose other than representation before the IRS.

1 Taxpayer information. Taxpayer must sign and date this form on page 2, line 7.

Taxpayer name and address World Wide Web Consortium, Inc. 401 Edgewater Place, Suite 600 Wakefield, MA 01880	Taxpayer identification number(s) 84-4023862
	Daytime telephone number (508) 981-5193
	Plan number (if applicable)

hereby appoints the following representative(s) as attorney(s)-in-fact:

2 Representative(s) must sign and date this form on page 2, Part II.

Name and address David A. Levitt, Adler & Colvin 135 Main St, Fl 20 San Francisco, CA 94105 Check if to be sent copies of notices and communications <input checked="" type="checkbox"/>	CAF No. 0300-27435R PTIN P01490110 Telephone No. (415) 421-7555 Fax No. _____ Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>
Name and address Jinna Kwak, Adler & Colvin 135 Main St, Fl 20 San Francisco, CA 94105 Check if to be sent copies of notices and communications <input checked="" type="checkbox"/>	CAF No. 0315-30285R PTIN P02167861 Telephone No. (415) 421-7555 Fax No. (415) 421-0712 Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>
Name and address (Note: IRS sends notices and communications to only two representatives.)	CAF No. _____ PTIN _____ Telephone No. _____ Fax No. _____ Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>
Name and address (Note: IRS sends notices and communications to only two representatives.)	CAF No. _____ PTIN _____ Telephone No. _____ Fax No. _____ Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>

to represent the taxpayer before the Internal Revenue Service and perform the following acts:

3 Acts authorized (you are required to complete line 3). Except for the acts described in line 5b, I authorize my representative(s) to receive and inspect my confidential tax information and to perform acts I can perform with respect to the tax matters described below. For example, my representative(s) shall have the authority to sign any agreements, consents, or similar documents (see instructions for line 5a for authorizing a representative to sign a return).

Description of Matter (Income, Employment, Payroll, Excise, Estate, Gift, Whistleblower, Practitioner Discipline, PLR, FOIA, Civil Penalty, Sec. 4980H Shared Responsibility Payment, etc.) (see instructions)	Tax Form Number (1040, 941, 720, etc.) (if applicable)	Year(s) or Period(s) (if applicable) (see instructions)
Tax Exemption Application	Form 1023	2019 - 2023

4 Specific use not recorded on the Centralized Authorization File (CAF). If the power of attorney is for a specific use not recorded on CAF, check this box. See *Line 4. Specific Use Not Recorded on CAF* in the instructions

5a Additional acts authorized. In addition to the acts listed on line 3 above, I authorize my representative(s) to perform the following acts (see instructions for line 5a for more information):

Access my IRS records via an Intermediate Service Provider;
 Authorize disclosure to third parties; Substitute or add representative(s); Sign a return; _____

Other acts authorized: _____

b Specific acts not authorized. My representative(s) is (are) not authorized to endorse or otherwise negotiate any check (including directing or accepting payment by any means, electronic or otherwise, into an account owned or controlled by the representative(s) or any firm or other entity with whom the representative(s) is (are) associated) issued by the government in respect of a federal tax liability.
List any other specific deletions to the acts otherwise authorized in this power of attorney (see instructions for line 5b): _____

6 Retention/revocation of prior power(s) of attorney. The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Internal Revenue Service for the same matters and years or periods covered by this form. If you **do not** want to revoke a prior power of attorney, check here **YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT.**

7 Taxpayer declaration and signature. If a tax matter concerns a year in which a joint return was filed, each spouse must file a separate power of attorney even if they are appointing the same representative(s). If signed by a corporate officer, partner, guardian, tax matters partner, partnership representative (or designated individual, if applicable), executor, receiver, administrator, trustee, or individual other than the taxpayer, I certify I have the legal authority to execute this form on behalf of the taxpayer.
▶ IF NOT COMPLETED, SIGNED, AND DATED, THE IRS WILL RETURN THIS POWER OF ATTORNEY TO THE TAXPAYER.

masked signature

Signature

16 December 2022

Date

President

Title (if applicable)

Ralph Swick

Print name

World Wide Web Consortium, Inc.

Print name of taxpayer from line 1 if other than individual

Part II Declaration of Representative

Under penalties of perjury, by my signature below I declare that:

- I am not currently suspended or disbarred from practice, or ineligible for practice, before the Internal Revenue Service;
- I am subject to regulations in Circular 230 (31 CFR, Subtitle A, Part 10), as amended, governing practice before the Internal Revenue Service;
- I am authorized to represent the taxpayer identified in Part I for the matter(s) specified there; and
- I am one of the following:
 - a Attorney—a member in good standing of the bar of the highest court of the jurisdiction shown below.
 - b Certified Public Accountant—a holder of an active license to practice as a certified public accountant in the jurisdiction shown below.
 - c Enrolled Agent—enrolled as an agent by the IRS per the requirements of Circular 230.
 - d Officer—a bona fide officer of the taxpayer organization.
 - e Full-Time Employee—a full-time employee of the taxpayer.
 - f Family Member—a member of the taxpayer’s immediate family (spouse, parent, child, grandparent, grandchild, step-parent, step-child, brother, or sister).
 - g Enrolled Actuary—enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the IRS is limited by section 10.3(d) of Circular 230).
 - h Unenrolled Return Preparer—Authority to practice before the IRS is limited. An unenrolled return preparer may represent, provided the preparer (1) prepared and signed the return or claim for refund (or prepared if there is no signature space on the form); (2) was eligible to sign the return or claim for refund; (3) has a valid PTIN; and (4) possesses the required Annual Filing Season Program Record of Completion(s). **See Special Rules and Requirements for Unenrolled Return Preparers in the instructions for additional information.**
 - k Qualifying Student or Law Graduate—receives permission to represent taxpayers before the IRS by virtue of his/her status as a law, business, or accounting student, or law graduate working in a LITC or STCP. See instructions for Part II for additional information and requirements.
 - r Enrolled Retirement Plan Agent—enrolled as a retirement plan agent under the requirements of Circular 230 (the authority to practice before the Internal Revenue Service is limited by section 10.3(e)).

▶ IF THIS DECLARATION OF REPRESENTATIVE IS NOT COMPLETED, SIGNED, AND DATED, THE IRS WILL RETURN THE POWER OF ATTORNEY. REPRESENTATIVES MUST SIGN IN THE ORDER LISTED IN PART I, LINE 2.

Note: For designations d–f, enter your title, position, or relationship to the taxpayer in the “Licensing jurisdiction” column.

Designation— Insert above letter (a–r).	Licensing jurisdiction (State) or other licensing authority (if applicable)	Bar, license, certification, registration, or enrollment number (if applicable)	Signature	Date
a	CA	214731	masked signature	12-22-2022
a	CA	294239	masked signature	12-22-2022
			<i>J</i>	

Tax Information Authorization

▶ Go to www.irs.gov/Form8821 for instructions and the latest information.
 ▶ Don't sign this form unless all applicable lines have been completed.
 ▶ Don't use Form 8821 to request copies of your tax returns or to authorize someone to represent you. See instructions.

OMB No. 1545-1185
For IRS Use Only
 Received by:
 Name _____
 Telephone _____
 Function _____
 Date _____

1 Taxpayer information. Taxpayer must sign and date this form on line 6.

Taxpayer name and address World Wide Web Consortium, Inc. 401 Edgewater Place, Suite 600, Wakefield, MA 01880		Taxpayer identification number(s) 84-4023862	
		Daytime telephone number (508) 981-5193	Plan number (if applicable)

2 Designee(s). If you wish to name more than two designees, attach a list to this form. Check here if a list of additional designees is attached

Name and address Elisabeth M. Ponsano, Sr. Paralegal Adler & Colvin 135 Main St Fl 20 San Francisco, CA 94105 Check if to be sent copies of notices and communications <input type="checkbox"/>	CAF No. <u>N/A</u> PTIN <u>N/A</u> Telephone No. <u>415-421-7555</u> Fax No. <u>415-421-0712</u> Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>
Name and address Dany Kuoch, Paralegal Adler & Colvin 135 Main St Fl 20 San Francisco, CA 94105 Check if to be sent copies of notices and communications <input type="checkbox"/>	CAF No. <u>N/A</u> PTIN <u>N/A</u> Telephone No. <u>415-421-7555</u> Fax No. <u>415-421-0712</u> Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>

3 Tax information. Each designee is authorized to inspect and/or receive confidential tax information for the type of tax, forms, periods, and specific matters you list below. See the line 3 instructions.

By checking here, I authorize access to my IRS records via an Intermediate Service Provider.

(a) Type of Tax Information (Income, Employment, Payroll, Excise, Estate, Gift, Civil Penalty, Sec. 4980H Payments, etc.)	(b) Tax Form Number (1040, 941, 720, etc.)	(c) Year(s) or Period(s)	(d) Specific Tax Matters
Tax Exemption Application	1023	2019 - 2023	Status of Application

4 Specific use not recorded on the Centralized Authorization File (CAF). If the tax information authorization is for a specific use not recorded on CAF, check this box. See the instructions. If you check this box, skip line 5

5 Retention/revocation of prior tax information authorizations. If the line 4 box is checked, skip this line. If the line 4 box isn't checked, the IRS will automatically revoke all prior tax information authorizations on file unless you check the line 5 box and **attach a copy** of the tax information authorization(s) that you want to retain
 To revoke a prior tax information authorization(s) without submitting a new authorization, see the line 5 instructions.

6 Taxpayer signature. If signed by a corporate officer, partner, guardian, partnership representative (or designated individual, if applicable), executor, receiver, administrator, trustee, or individual other than the taxpayer, I certify that I have the legal authority to execute this form with respect to the tax matters and tax periods shown on line 3 above.

▶ IF NOT COMPLETED, SIGNED, AND DATED, THIS TAX INFORMATION AUTHORIZATION WILL BE RETURNED.

▶ DON'T SIGN THIS FORM IF IT IS BLANK OR INCOMPLETE.

masked signature _____ | 16 December 2022 _____
 Signature Date

Ralph Swick _____ **President** _____
 Print Name Title (if applicable)

**AMENDED *and* RESTATED
CERTIFICATE *of* INCORPORATION
of
WORLD WIDE WEB CONSORTIUM, INC.,
a NONPROFIT NONSTOCK CORPORATION**

Pursuant to Sections 242 and 245 of the General Corporation Law of the State of Delaware, World Wide Web Consortium, Inc., a nonprofit nonstock corporation organized and existing under the laws of the State of Delaware, does hereby certify:

FIRST: That this corporation was originally incorporated on December 16, 2019, under its current name.

SECOND: That the Certificate of Incorporation of this corporation is hereby amended and restated to read in its entirety as set forth in the attached Amended and Restated Certificate of Incorporation.

THIRD: That the attached Amended and Restated Certificate of Incorporation was duly adopted by the members of the governing body of this corporation and the members of this corporation in accordance with the provisions of Sections 242 and 245 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed by Dr. Jeffrey Jaffe, its authorized officer, this 19th day of October, 2022.

By: _____/s/ Dr. Jeffrey Jaffe _____
Name: Dr. Jeffrey Jaffe
Title: Chair of the Board, President, and Treasurer

**AMENDED *and* RESTATED
CERTIFICATE *of* INCORPORATION
of WORLD WIDE WEB CONSORTIUM, INC.,
a NONPROFIT NONSTOCK CORPORATION**

First: The name of this corporation is World Wide Web Consortium, Inc. (the “Corporation”).

Second: The registered office of the Corporation in the State of Delaware is located at 3500 South DuPont Highway, City of Dover, County of Kent, Delaware 19901. The name of the Corporation’s registered agent at such address is Incorporating Services, Ltd.

Third: The Corporation is a “nonprofit nonstock corporation” as defined in Section 114(d)(3) of the General Corporation Law of the State of Delaware (the “DGCL”) and, as such, shall not be authorized to issue any shares of capital stock. The specific and primary purpose of the Corporation is to engage in charitable, educational and scientific activities within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue Law (the “Code”). The Corporation shall seek global participation in carrying out its mission, which it shall endeavor to conduct through the activities of its global team, membership, and community.

Fourth: The W3C Process Document (as amended, modified, supplemented and/or restated from time to time in accordance with the terms contained therein, the “Process Document”) sets forth certain aspects of the organizational structure of the Corporation and the processes, responsibilities, meetings (other than meetings of the members of the Corporation and meetings of the Board of Directors of the Corporation as set forth in the bylaws of the Corporation (as the same may be amended and/or restated from time to time, the “Bylaws”)), and functions that enable the Corporation to accomplish its mission. The Consortium Members (as defined in the Bylaws) are hereby empowered, and shall have the exclusive right, to amend, modify, revise, supplement and/or restate the Process Document pursuant to the terms of the Process Document.

Fifth: The Corporation is organized and operated exclusively for exempt purposes within the meaning of Section 501(c)(3) of the Code. Notwithstanding any other provision of this Amended and Restated Certificate of Incorporation (as the same may be amended and/or restated from time to time, the “Certificate”), the Corporation shall not carry on any activities not permitted to be carried on (1) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code, or (2) by a corporation, contributions to which are deductible under Sections 170(c)(2), 2055(a)(2), 2106(a)(2)(A)(ii), 2522(a)(2), or 2522(b)(2) of the Code. Except as permitted by law, no substantial part of the activities of the Corporation shall consist of the carrying on of propaganda or otherwise attempting to influence legislation, nor shall the Corporation participate in, or intervene in (including the publication or distribution of statements), any political campaign on behalf of or in opposition to any candidate for public office.

Sixth: The property of the Corporation is irrevocably dedicated to charitable purposes, and no part of the net income or assets of the Corporation shall ever inure to the benefit of any director, officer,

or member of the Corporation, or any other private person; provided, that for the avoidance of doubt, the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article Third above. Following the dissolution and completion of the winding up of the affairs of the Corporation, and after paying or adequately providing for the debts and obligations of the Corporation, the remaining assets shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Code. Any such assets not so disposed of shall be disposed of by the circuit court of the city or county in which the principal office of the Corporation is then located, to be used exclusively for purposes that are charitable, educational, or scientific within the meaning of Section 501(c)(3) of the Code or to an organization or organizations as said court shall determine which are organized and operated exclusively for such purposes.

Seventh: A. Except as otherwise expressly provided by this Certificate (including, without limitation, the provisions of Article Fourth and the terms of the Process Document referenced therein) or the DGCL, the business and affairs of the Corporation shall be managed by or under the direction of its governing body, which shall be known as its Board of Directors.

B. The Corporation shall have one or more members, and the conditions of membership or other criteria for identifying members shall be stated in the Bylaws.

C. The decision of the Corporation to enter into or renew a Partnership Agreement shall be approved by the Board of Directors by the Requisite Board Vote (as defined in the Bylaws); provided, however, that the director elected by the Partner Member (as defined in the Bylaws) in question shall have no voting power on, and shall not be counted for purposes of quorum or voting with respect to, such decision.

Eighth: To the fullest extent permitted by law, the directors (including any persons performing the duties of directors pursuant to this Certificate and Section 141 of the DGCL) and officers of the Corporation shall not be liable to the Corporation or its members for monetary damages for breach of fiduciary duty. No modification, amendment or repeal of this Article Eighth shall apply to or have any effect on the liability or alleged liability of any director (including any persons performing the duties of directors pursuant to this Certificate and Section 141 of the DGCL) or officer of the Corporation for or with respect to any act or omission on the part of such director (including any person performing the duties of a director pursuant to this Certificate and Section 141 of the DGCL) or officer occurring prior to such modification, amendment, or repeal.

Ninth: Any amendment to this Certificate must be approved by a vote of seventy-five percent (75%) of the directors then in office. In addition, in accordance with Section 242(b)(3) of the DGCL, this Certificate shall not be modified, amended, or repealed (whether by merger, consolidation, conversion, or otherwise) without the Requisite Member Vote (as defined in the Bylaws) of the Consortium Members, acting at a duly called meeting of the Consortium Members or by consent in lieu of a meeting. The provisions of the Bylaws governing quorum requirements and voting of members on any matter submitted to a vote of members (including the election or

removal of directors) shall be deemed to be incorporated herein by reference, except to the extent inconsistent with the express terms of this Certificate.

Tenth: The Bylaws may be adopted, amended or repealed by the Consortium Members, acting by a vote or consent of the Consortium Members in accordance with Article X, Section 3 of the Bylaws. No members (other than the Consortium Members) shall have the power to vote on the adoption, amendment or repeal of the Bylaws. The Board of Directors shall have the power to adopt, amend, or repeal the Bylaws in accordance with, and subject to the terms of, Article X, Section 3 of the Bylaws or any successor provision thereto.

Eleventh: Without infringing on the rights of members to remove directors under Section 141(k) of the DGCL:

A. The Board of Directors may also remove any director with cause by the affirmative vote of at least seventy-five percent (75%) of the directors then in office (excluding the director who is the subject of such vote); and

B. In the event of a termination of membership in the Corporation of any Partner Member, the director elected by such Partner Member shall immediately cease to be, and shall be automatically removed as, a director of the Corporation.

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "WORLD WIDE WEB CONSORTIUM, INC.", FILED IN THIS OFFICE ON THE SIXTEENTH DAY OF DECEMBER, A.D. 2019, AT 2:44 O`CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.



masked signature

Jeffrey W. Bullock, Secretary of State

7614104 8100
SR# 20198663080

Authentication: 204246556
Date: 12-18-19

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:44 PM 12/16/2019
FILED 02:44 PM 12/16/2019
SR 20198663080 - File Number 7754810

STATE of DELAWARE
CERTIFICATE of INCORPORATION
of WORLD WIDE WEB CONSORTIUM, INC.,
a NONPROFIT NONSTOCK CORPORATION

First: The name of this corporation is World Wide Web Consortium, Inc.

Second: Its registered office in the State of Delaware is to be located at 3500 South DuPont Highway, City of Dover, County of Kent, Delaware 19901. The name of this corporation's registered agent at such address is Incorporating Services, Ltd.

Third: This corporation is a nonprofit nonstock corporation organized under the General Corporation Law of the State of Delaware (hereinafter referred to as the "Law") and is not authorized to issue any capital stock. The specific and primary purpose of this corporation is to engage in charitable, educational and scientific activities within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue Law (the "Code").

Fourth: This corporation is organized and operated exclusively for exempt purposes within the meaning of Section 501(c)(3) of the Code. Notwithstanding any other provision of this certificate, this corporation shall not carry on any activities not permitted to be carried on (1) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code, or (2) by a corporation, contributions to which are deductible under Sections 170(c)(2), 2055(a)(2), 2106(a)(2)(A)(ii), 2522(a)(2), or 2522(b)(2) of the Code. Except as permitted by law, no substantial part of the activities of this corporation shall consist of the carrying on of propaganda or otherwise attempting to influence legislation, nor shall this corporation participate in, or intervene in (including the publication or distribution of statements), any political campaign on behalf of or in opposition to any candidate for public office.

Fifth: The property of this corporation is irrevocably dedicated to charitable purposes, and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer, or member of this corporation, or any other private person. Upon the winding up and dissolution of this corporation and after paying or adequately providing for the debts and obligations of this corporation, the remaining assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Code. Any such assets not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of this corporation is then located, exclusively for such purposes or to such organization or organizations as said Court shall determine which are organized and operated exclusively for such purposes.

Sixth: This corporation shall have one or more members, and the conditions of membership shall be stated in the Bylaws.

Seventh: The name and mailing address of the incorporator are as follows:

Wendy Seltzer
77 Massachusetts Avenue,
Cambridge, MA 02139

Eighth: The personal liability of the directors and any persons performing the duties of directors of this corporation is hereby eliminated or limited to the fullest extent permitted by Section 102(b)(7) of the Law as the same may be hereafter amended and supplemented.

Ninth: Any amendment to this Certificate must be approved by the Board of Directors of this corporation. In addition, any amendment to this Certificate requires approval by the majority vote of the members of this corporation in accordance with Section 242(b)(3) of the Law.

Tenth: Only the members may adopt, amend, or repeal the Bylaws of this corporation.

Eleventh: Without infringing on the rights of members to remove directors under Section 141(k) of the Law, a majority of the directors then in office may also remove any director at any time, with or without cause, without the need for member action.

I, the undersigned, for the purpose of forming a corporation under the laws of the State of Delaware, do make, file, and record this Certificate, and do certify that the facts herein stated are true, and I have accordingly hereunto set my hand this 13 day of December, 2019.

masked signature

Wendy Seltzer, Incorporator

AMENDED AND RESTATED BYLAWS
OF
WORLD WIDE WEB CONSORTIUM, INC.

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**AMENDED AND RESTATED BYLAWS
OF
WORLD WIDE WEB CONSORTIUM, INC.**

**ARTICLE I
REGISTERED OFFICE AND PRINCIPAL PLACE OF BUSINESS**

The address of the registered office of this corporation in the State of Delaware, and the name of its registered agent at such address, shall be specified in the Certificate of Incorporation. Notwithstanding the foregoing, this corporation's principal place(s) of business may be different from its registered office, and may be located from time to time at any place as may be designated by the Board of Directors of this corporation, including a place outside of the State of Delaware.

**ARTICLE II
W3C PROCESS DOCUMENT**

The W3C Process Document (as the same may be amended, modified, supplemented, revised, and/or restated from time to time, the "Process Document") sets forth certain aspects of the organizational structure of this corporation and the processes, responsibilities, meetings (other than meetings of the members of this corporation or Board of Directors described herein) and functions that enable this corporation to accomplish its mission. In accordance with Article Fourth of the Amended and Restated Certificate of Incorporation of this corporation (as the same may be amended and/or restated from time to time, the "Certificate of Incorporation"), the Consortium Members (as defined below) shall have the power, and shall have the exclusive right, to amend, modify, supplement, revise, and/or restate the Process Document pursuant to the terms of the Process Document itself.

**ARTICLE III
MEMBERS**

Section 1. Classes of Members and Conditions of Membership. This corporation shall have three (3) classes of membership. Subject to the last sentence of paragraph (b) below, a person's status as a member of a class of members shall not affect such person's status as a member of any other class, if applicable, such that a person may be a member of two or more classes of members; provided, that for purposes of determining the number of members generally, such person shall constitute a single member. For purposes of these Bylaws, "person" shall mean an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority or other entity of whatever nature. The three (3) classes of members are as follows:

(a) Consortium Members. W3C Membership is open to all persons who (i) meet the eligibility requirements as set forth in the Process Document and (ii) commit to the terms of the Member Agreement, the Process Document and any documents incorporated by reference therein (including, without limitation, the Patent Policy). Any person that is a W3C Member

(pursuant to a Member Agreement in full force and effect) and is not a “Member Association” (defined below) shall be a “Consortium Member.” Each Consortium Member shall designate one (1) individual to act on its behalf and serve as its point of contact (such individual, a “Consortium Member Representative”) and may change its Consortium Member Representative at any time by written notice to this corporation. Each Consortium Member Representative will be included in the member roll in accordance with Article III, Section 8. For purposes of these Bylaws, a “Member Association” means a consortium, user society, or association of two or more individuals, companies, organizations or governments, or any combination of these entities that has the purpose of participating in a common activity or pooling resources to achieve a common goal other than participation in, or achieving certain goals in, W3C. The Board of Directors or any Board Committee authorized by the Board of Directors has final authority to determine whether a person is a Member Association and shall exercise reasonable discretion in making this determination.

(b) Partner Member. Partner Members help ensure global participation in the World Wide Web Consortium to help fulfill its mission. Any person that has entered into a Partnership Agreement that is in full force and effect with this corporation (or, through 2022, a 2022 Host Agreement) shall be a “Partner Member.” This corporation shall not have more than four Partner Members nor be party to more than four Partnership Agreements at any one time. The decision to enter into or renew a Partnership Agreement shall be approved by the Board by the Requisite Board Vote (as defined in Article IV, Section 10 below) without counting the vote of the director elected by the Partner in question for the purposes of quorum or voting, in accordance with paragraph C of Article Seventh of the Certificate of Incorporation or any successor provision thereto. Each Partner Member shall designate one (1) individual to act on its behalf and serve as its point of contact (such individual, a “Partner Member Representative”) and may change its Partner Member Representative at any time by written notice to this corporation. Each Partner Member Representative will be included in the member roll in accordance with Article III, Section 8. Notwithstanding anything to the contrary herein, any Partner Member that is also a Consortium Member (for so long as it holds membership in both classes), shall not be permitted to vote in its capacity as a Consortium Member.

(c) Director Member. Each individual in office as a director of this corporation shall automatically be a “Director Member” of this corporation and shall continue from the time of such individual’s election or appointment and until such person’s death, resignation, removal or disqualification, such that all directors in office at any time shall constitute all Director Members. For the avoidance of doubt, the status of any person as a Director Member shall terminate immediately and without further action upon such individual’s ceasing to be a director for any reason.

Section 2. Termination of Membership.

(a) Consortium Members. Membership in this corporation as a Consortium Member shall terminate (i) on the date of the expiration or earlier termination of the applicable Member Agreement or (ii) at such time as decided by the Board of Directors, if the Board of Directors determines upon the Requisite Board Vote (as defined in Article IV, Section 10 Article IVSection 10below) that a Consortium Member (x) should be terminated because the Consortium Member has not timely paid its Member Fee (as such term is defined in the

applicable Member Agreement), (y) is in breach of or has committed a breach of any material obligations under the applicable Member Agreement, the Process Document, and/or any documents incorporated by reference therein (including, without limitation, the Patent Policy), or (z) has not complied with the requirements of the Certificate of Incorporation or these Bylaws (including, without limitation, the designation of a Consortium Member Representative and/or Partner Member Representative, if applicable).

(b) Partner Members. Membership in this corporation as a Partner Member shall terminate on the date of the expiration or earlier termination of the applicable Partnership Agreement (or, if applicable, a 2022 Host Agreement).

(c) Director Members: Membership in this corporation as a Director Member shall terminate in accordance with the terms set forth in Section 1(c) above.

Section 3. Meetings of Members. Except where otherwise noted, references in these Bylaws to any meetings of the members shall mean corporate membership meetings conducted pursuant to this Section 3, and not any meetings required by or referenced in the Process Document. The quorum, notice, voting, and other meeting requirements set forth herein shall apply only to corporate membership meetings and do not apply to any other meetings required by or referenced in the Process Document.

(a) Annual Meetings. Each class of members shall hold an annual meeting for the election or designation of directors and for such other business as may properly come before each such class (as the case may be) on a date fixed by the Board of Directors, at a time and place (if any) designated by the Board of Directors. As permitted by and in accordance with Section 215(a) of the Delaware General Corporation Law, this corporation shall not require any annual or regular meetings of all members.

(b) Special Meetings. Special meetings of any class of members or of all the members may be called by the Board of Directors upon the Requisite Board Vote (as defined in Article IV, Section 10 Article IVSection 10below). In addition, any twenty (20) Consortium Members may call a meeting of the Consortium Members, any two (2) Partner Members may call a meeting of the Partner Members, and any two (2) Director Members may call a meeting of the Director Members. Business transacted at any special meeting shall be limited to the purpose stated in the applicable notice.

Section 4. Quorum.

(a) At all meetings of the Consortium Members, the lesser of (x) fifty (50) Consortium Members or (y) ten percent (10%) of all Consortium Members must be present (including by proxy) to constitute a quorum for the transaction of business.

(b) At all meetings of the Partner Members, at least a majority of all Partner Members must be present (including by proxy) to constitute a quorum for the transaction of business.

(c) At all meetings of the Director Members, quorum shall be determined in accordance with the provisions of Article IV Article IVof these Bylaws concerning meetings and

actions of the Board of Directors, with such changes in content as are necessary to substitute the Director Members for the Board of Directors.

(d) At meetings of all the members of this corporation (if any), the quorum requirements for the Consortium Member class must be met in order to constitute a quorum for the transaction of business.

Section 5. Adjournment of Meetings. In the absence of a quorum, the chairperson of the meeting or the members entitled to vote at the meeting that are present in person or represented by proxy shall have the power to adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum shall be present or represented. At any such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each member entitled to vote at the meeting.

Section 6. Notice. Except as otherwise provided by law, for all meetings of members (other than meetings of the Director Members), a notice stating the place, if any, date and time of the meeting, the means of remote communications, if any, by which members may be deemed to be present in person and vote at such meeting, will be given by mail, facsimile transmission, telegraph, telex, courier service, electronic mail or hand delivery, and will be given not less than ten (10) business days nor more than sixty (60) days before the date of the meeting to each member entitled to vote at such meeting. Minimum notice of meetings of the Director Members shall be as specified for meetings of the Board of Directors in Article IV, Section 8, below. Notice of special meetings will indicate the purpose for which they are called. Notice of meetings need not be given to any member who submits a signed waiver of notice whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such member.

Section 7. Voting by Members. Subject to the provisions of Section 1(b) above (concerning Partner Members that are also Consortium Members) and unless provided in the Certificate of Incorporation or required by law, at any meeting of the Consortium Members, Partner Members, and/or Director Members, each member present, in person or by proxy, that is entitled to vote as determined in accordance with the provisions of Section 9 below (regarding record dates), will be entitled to one (1) vote.

(a) Consortium Members. The Consortium Members shall have the following voting rights, in each case, voting separately as a class:

(i) The exclusive right to elect the Consortium Directors, as provided in Article IV, Section 3(a) below;

(ii) The right to vote on the removal of any director, as provided in Article IV, Section 5 below;

(iii) The right to vote on the amendment or repeal of these Bylaws as provided in Article X, Section 3 below;

(iv) The right to approve any sale, lease, transfer, or other disposition of all or substantially all of the assets or properties of this corporation;

(v) The right to approve any merger of this corporation;

(vi) The right to approve dissolution of this corporation; and

(vii) The right to vote on any other matters that may properly be presented to the members for a vote, pursuant to the Certificate of Incorporation, these Bylaws, or action of the Board of Directors, or by operation of law.

(b) Partner Members. The Partner Members shall have the right to elect the Partner Directors as provided in Article IV, Section 3(b) below and the right to remove the Partner Directors as provided in Article IV, Section 5 below, but shall have no other voting rights in their capacity as members, excepting only voting rights required by the Delaware General Corporation Law (if any).

(c) Director Members. The Director Members shall have the right to elect the Board-Elected Directors as provided in Article IV, Section 3(c) below, the right to remove the Board-Elected Directors as provided in Article IV, Section 5 below, and the right to fill certain vacancies on the Board of Directors as provided in Article IV, Section 4 below, but shall have no other voting rights in their capacity as members, excepting only voting rights required by the Delaware General Corporation Law (if any).

Section 8. Member Roll. This corporation shall maintain at its principal place(s) of business a member roll containing the following information with respect to each member: name and address; class(es) of membership; name(s) and contact information of its Consortium Member Representative and/or Partner Member Representative, if applicable; and whether the member is current with respect to its dues or other fees assessed under its Member Agreement and/or Partnership Agreement (or, through 2022, a 2022 Host Agreement), if applicable. Termination of the membership of any member shall be recorded in the roll, together with the date of such termination. Membership in this corporation is a matter of public record; however, this corporation shall not sell or otherwise make the member roll available to third parties unless required by applicable law.

Section 9. Record Dates. In accordance with Section 215(f) of the Delaware General Corporation Law, in order that this corporation may determine the members entitled to vote at any meeting of members or any adjournment thereof, entitled to express consent to an action in writing without a meeting, or for the purpose of any other lawful action, the record date for any such determination shall be the date four (4) weeks prior to the date of such meeting or action. The record date for determining members for any other purpose shall be determined by the Board of Directors; provided, that no record date may precede any action by the Board of Directors fixing such record date.

Section 10. Proxies. In accordance with Sections 212 and 215 of the Delaware General Corporation Law, members may authorize another person to vote by proxy, provided that the authority granted to the proxy holder is (a) limited to one or more specific items that have been submitted to members or (b) is limited to a specific meeting of members or action by consent in

lieu of a meeting that has been presented to members for action thereby. No proxy shall be valid after six (6) months from its date unless otherwise provided in the proxy. Subject to the foregoing, a member may authorize another person to act as such member's proxy.

Section 11. Action by Members.

(a) Except as otherwise provided by law or by Article IV, Article IV Section 3 Article IV Section 3(a) (electing directors) or any other provision of these Bylaws, any corporate action authorized at a duly called and noticed meeting by the Requisite Member Vote (as defined below) of any class of members will be an act of such class of members.

(b) The "Requisite Member Vote" means:

(i) in the case of the Consortium Members (assuming the quorum requirements set forth in Section 4 above are met):

if no more than fifteen percent (15%) of all Consortium Members are present or represented by proxy, the affirmative vote of at least seventy-five percent (75% of the members present in person or by proxy;

if greater than fifteen percent (15%) but less than twenty percent (20%) of all Consortium Members are present or represented by proxy, the affirmative vote of at least sixty-six and two-thirds percent (66 2/3% of the members present in person or by proxy; and

if twenty percent (20%) or more of all Consortium Members are present or represented by proxy, the affirmative vote of at least a majority of the members present in person or by proxy.

(ii) in the case of the Partner Members or the Director Members, the affirmative vote of at least a majority of the members present or represented by proxy at a meeting at which a quorum is present.

(c) Unless otherwise provided in the Certificate of Incorporation, any action required by applicable law to be taken at a meeting of the members, or any action which may be taken at a meeting of the members, may be taken without a meeting, without prior notice, and without a vote if one or more consents, setting forth the action so taken, shall be signed by members having at least the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members having a right to vote thereon were present and voted, and shall be delivered to this corporation in the manner required by Section 228 of the Delaware General Corporation Law.

Section 12. Nonliability. The members shall not be liable for the debts, liabilities, or obligations of this corporation.

Section 13. Nontransferability. No member may transfer for value or otherwise its membership or any right arising therefrom. A successor in interest by operation of law shall

not be deemed a member unless such successor otherwise satisfies the applicable conditions or criteria of membership.

Section 14. Inspection Rights. The right of the members to have access to the membership list of this corporation or its other books and records shall be governed by Section 220 of the Delaware General Corporation Law.

ARTICLE IV BOARD OF DIRECTORS

Section 1. Powers. Except as otherwise provided by the Certificate of Incorporation or the Delaware General Corporation Law, the business and affairs of the corporation shall be managed by or under the direction of its governing body, which shall be known as the Board of Directors.

Section 2. Number of Directors; Qualifications. The total number of directors constituting the Board of Directors shall be at least seven (7) and not more than thirteen (13). Directors need not be W3C Members or Consortium Members. No two directors may concurrently be employed by or receiving any remuneration from the same person; provided, that the foregoing shall not prohibit any transaction between such person and a director that is effected in such person's ordinary course of business.

Section 3. Selection and Term of Office of Directors. Except for the individuals serving as of October 2022 as the corporation's initial Consortium Directors, Partner Directors, and/or Board-Elected Directors, as applicable, who shall each be elected by the Board then serving, the directors of the corporation shall be elected as follows:

(a) Consortium Directors. Seven (7) directors shall be elected from time to time by Single Transferable Vote (Meeks) preferential voting of the Consortium Members present in person or represented by proxy at the meeting and entitled to vote thereon (the "Consortium Directors"). Consortium Directors shall be elected for a term of two (2) years. Each Consortium Director shall hold office until such director's successor is elected and qualified or until such director's earlier death, resignation or removal.

(b) Partner Directors. A total of up to four (4) directors shall be elected from time to time by the Partner Members (each, a "Partner Director"). The number of Partner Directors shall be equal to the number of Partner Members. Each Partner Member may elect one (1) individual to serve as a Partner Director, without requiring a meeting, by consenting to such action in writing. Solely for such purposes, each Partner Member shall be deemed to be a separate series within the class of Partner Members, and any such action by written consent of a Partner Member shall have the same force and effect as the unanimous vote of the applicable series within the class of Partner Members. A Partner Member Representative may, but is not required to, serve as a Partner Director. Partner Directors shall be elected for a term of one (1) year. Each Partner Director shall hold office until such director's successor is elected and qualified or until such director's earlier death, resignation or removal.

(c) Board-Elected Directors. Two (2) directors shall be elected for a term of two (2) years by the affirmative vote of at least sixty-six and two-thirds percent (66 2/3% of all Director Members entitled to vote thereon (the “Board-Elected Directors”). No Director Member shall be entitled to vote on their own election or removal as a Board-Elected Director. The Director Members shall nominate and elect the Board-Elected Directors taking into account the goals of promoting multi-stakeholder representation of the entire Web ecosystem on the Board, promoting diversity on the Board, liaising with other Web standards organizations, and any other considerations that the Board may deem appropriate from time to time.

(d) Non-Voting Observers. The following non-voting observer positions shall have the right to attend and participate at all Board meetings, unless the Chair of the Board in their sole discretion declares an *in camera* session and provided that non-voting observers shall not be counted for purposes of determining quorum or voting:

- (i) Tim Berners-Lee, by virtue of his status as the “Founder Director”; and
- (ii) The then-serving President of this corporation, by virtue of holding such office.

These provisions for non-voting observers do not preclude such individuals from exercising voting rights that may be granted to them (if any) through any other provisions of the Certificate of Incorporation or these Bylaws.

Section 4. Vacancies. A vacancy shall be deemed to exist on the Board in the event that the actual number of directors is less than the number authorized by these Bylaws for any reason. A vacancy may be filled for the unexpired portion of the term by the class of members with the power to elect or designate the applicable directorship; provided, that in the event (a) there are fewer than four Partner Members due to a termination of membership in the Corporation of any Partner Member(s), or (b) a Partner Member declines to designate a Partner Director, any resulting vacancies in Partner Director seats may be filled for the unexpired portion of the term by the affirmative vote of at least sixty-six and two-thirds percent (66 2/3%) of all Director Members entitled to vote thereon. No reduction in the number of directors shall have the effect of removing any director prior to the expiration of their term of office.

Section 5. Resignation and Removal. Any director may resign at any time upon notice given in writing addressed to the Board or officer of this corporation or by electronic transmission addressed to the Board or an officer of this corporation. A resignation is effective when the resignation is delivered unless the resignation specifies a later effective date or an effective date determined upon the happening of an event or events. Any director may be removed with or without cause, at any time by the class or series of members entitled to elect such director. Any or all of the directors may be removed for cause (a) by the Consortium Members, acting by a Requisite Member Vote, or (b) by all the members (voting together), upon the affirmative vote of at least a majority of the members present or represented by proxy at a meeting at which a quorum is present. Pursuant to Article Eleventh of the Certificate of Incorporation, (i) the Board may also remove any director for cause by the affirmative vote of at least seventy-five percent (75%) of the other directors then in office (excluding the director who is the subject of such vote), and (ii) in the event of the termination of membership of any Partner Member, the director elected by such

Partner Member shall immediately cease to be, and shall be automatically removed as, a director of the Corporation.

Section 6. Regular Board Meetings. Regular meetings of the Board of Directors shall be held once per quarter, one of which shall be the annual meeting of the Board. Regular meetings shall be called by the President, the Chair, or any two (2) directors, and noticed in accordance with Section 8 below Article IV. Any business may be transacted at any regular meeting of the Board of Directors at which a quorum is present.

Section 7. Special Meetings. Special meetings of the Board may be called by the President, the Chair, or any two (2) directors, and noticed in accordance with Section 8 below Article IV. Any business may be transacted (whether or not specified in the notice of the meeting) at any special meeting of the Board of Directors at which a quorum is present.

Section 8. Place of Meetings; Notice. Meetings of the Board of Directors may be held at a location inside or outside of the State of Delaware, or by telephone or other electronic means as permitted in Section 12 below, which is fixed by the Board of Directors or, in the case of a special meeting, by the person or persons calling the special meeting. Notice of regular meetings and any special meetings of the Board of Directors shall state the date, place (if any), and time of the meeting and shall be given to each director at least four days before any such meeting if given by first-class mail or forty-eight hours before any such meeting if given personally, by telephone, including a voice messaging system, or by other system of technology designed to record and communicate messages, by facsimile, or by electronic transmission.

Section 9. Waiver of Notice. Whenever notice is required to be given under any provision of these Bylaws, a written waiver, signed by the person entitled to notice, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors or committee of the Board of Directors need be specified in any written waiver of notice or any waiver by electronic transmission. All waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 10. Quorum. A majority of the total number of directors then in office shall constitute a quorum of the Board. Except as otherwise required by the Certificate of Incorporation, these Bylaws or the Delaware General Corporation Law, the act of a majority of the directors present at a meeting at which a quorum is present (the "Requisite Board Vote") shall be the act of the Board. Each director shall be entitled to one vote.

Section 11. Action Without a Meeting. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if all members of the Board consent to such action in writing or by electronic transmission. After an action by consent is taken,

the writing or writings or electronic transmission or transmissions shall be filed with the minutes of proceedings of the Board. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 12. Telephone or Electronic Meetings. Directors may participate in a meeting through use of conference telephones, electronic video screen, or other similar communications equipment so long as all directors participating in such meeting can hear one another (or, in the case of any participating directors who are deaf or hard of hearing, can communicate with one another in real time). Participation in a meeting pursuant to this Section 12 constitutes presence in person at such meeting.

Section 13. Reliance. Any director or member of a committee of the Board shall, in the performance of such director or committee member's duties, be fully protected in relying in good faith upon the records of this corporation and upon such information, opinions, reports, or statements presented to this corporation by any of this corporation's officers or employees, or committees of the Board of Directors, or by any other person as to matters the director reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of this corporation.

Section 14. Inspection. Every director shall have the right to examine this corporation's list of members and its other books and records for a purpose reasonably related to the director's position as a director.

Section 15. Board Compensation. The Board may authorize the advance or reimbursement of actual reasonable expenses incurred by a director in carrying out their duties as a director.

Section 16. Executive Compensation. For any tax year in which this corporation is required to register and file reports with the Attorney General of the State of California, the Board of Directors (or a Board Committee) shall review any compensation packages (including all benefits) of the President or the chief executive officer and the Treasurer or chief financial officer, regardless of job title, and shall approve such compensation only after determining that the compensation is just and reasonable. This review and approval shall occur when such officer is hired, when the term of employment of such officer is renewed or extended, and when the compensation of such officer is modified, unless the modification applies to substantially all of the employees of this corporation.

Section 17. Chair of the Board. The Chair of the Board shall be elected annually from among the directors by the Board of Directors and shall not be deemed an officer of this corporation. The Chair of the Board shall serve at the pleasure of the Board and shall hold such position until their successor is elected and qualified or until their earlier resignation or removal. The Chair of the Board shall preside at all meetings of the Board and all meetings of the members unless the Chair designates another director (which such director shall not be the President) and shall have such other powers and duties as may be prescribed by the Board or these Bylaws.

ARTICLE V COMMITTEES

Section 1. Board Committees. The Board of Directors may, by resolution adopted by a majority of the directors then in office, create any number of Board Committees, each consisting of one or more directors. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Appointments to and removals from any Board Committee shall be made by any method determined by a majority of the directors then in office. Any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of this corporation except that no such committee shall have the power or authority to:

- (a) approve or adopt, or recommend to the members, any action or matter (other than the election or removal of directors) expressly required by these Bylaws, the Certificate of Incorporation, or the Delaware General Corporation Law to be submitted to members for approval;
- (b) amend or repeal any resolution of the Board of Directors which by its express terms is not so amendable or repealable;
- (c) adopt, amend, or repeal these Bylaws; or
- (d) adopt amendments to the Certificate of Incorporation.

Section 2. Subcommittees. Unless otherwise provided in the resolution of the Board of Directors designating the Board committee, such committee may create one or more subcommittees, each subcommittee to consist of one or more members of the committee, and delegate to a subcommittee any or all of the powers and authority of the committee.

Section 3. Task Forces. The Board of Directors may establish one or more Task Forces to advise the Board. A Task Force is not a Board Committee. The members of any Task Force may consist of directors or non-directors and may be appointed as the Board determines. Task Forces may not exercise the authority of the Board to make decisions on behalf of this corporation, but shall be restricted to making recommendations to the Board or Board Committees, and implementing Board or Board Committee decisions and policies under the supervision and control of the Board or Board Committee.

Section 4. Audit Committee. For any tax year in which this corporation is required to register and file reports with the Attorney General of the State of California and has gross revenues of \$2 million or more, excluding grant or contract income from any governmental entity for which the governmental entity requires an accounting, this corporation shall have an Audit Committee whose members shall be appointed by the Board of Directors, and who may include both directors and non-directors, subject to the following limitations: (a) members of the Finance Committee, if any, shall constitute less than one-half of the membership of the Audit Committee; (b) the chair of the Audit Committee may not be a member of the Finance Committee, if any; (c) the Audit Committee may not include any member of the staff, including the President or chief executive officer and Treasurer or chief financial officer; (d) the Audit Committee may not include any person who has a material financial interest in any entity doing business with this corporation; and (e) Audit

Committee members who are not directors may not receive compensation greater than the compensation paid to directors for their Board service. The Audit Committee shall: (1) recommend to the full Board of Directors for approval the retention and, when appropriate, the termination of an independent certified public accountant to serve as auditor, (2) subject to the supervision of the full Board, negotiate the compensation of the auditor on behalf of the Board, (3) confer with the auditor to satisfy the Audit Committee members that the financial affairs of this corporation are in order, (4) review and determine whether to accept the audit, and (5) approve performance of any non-audit services provided to this corporation by the auditor's firm.

Section 5. Meetings.

A. Of Board Committees. Meetings and actions of Board Committees or subcommittees thereof shall be governed by and held and taken in accordance with the provisions of Article IV Article IV of these Bylaws concerning meetings and actions of the Board of Directors, with such changes in the content of those Bylaws as are necessary to substitute the Board Committee and its members for the Board of Directors. Minutes shall be kept of each meeting of any Board Committee and shall be filed with the corporate records.

B. Of Task Forces. Subject to the authority of the Board of Directors, Task Forces shall determine their own meeting rules and whether minutes shall be kept. The Board of Directors may adopt rules for the governance of any Board or Task Force not inconsistent with the provisions of these Bylaws.

ARTICLE VI OFFICERS

Section 1. Officers. The officers of this corporation shall be a President, a Secretary, and a Treasurer. This corporation may also have, at the discretion of the Board of Directors, such other officers as may be appointed by the Board of Directors. No individual shall hold more than one office.

Section 2. Election. The officers of this corporation shall be elected annually by the Board of Directors, and each shall serve at the pleasure of the Board, subject to the rights, if any, of an officer under any contract of employment. Each officer shall hold office until their successor is elected and qualified or until their earlier resignation or removal.

Section 3. Removal. Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, with or without cause, by the Board of Directors upon the Requisite Board Vote or by an officer on whom such power of removal may be conferred by the Board of Directors upon the Requisite Board Vote.

Section 4. Resignation. Any officer may resign at any time by giving written notice to the Board or Chair of the Board or by electronic transmission addressed to the Board or Chair of the Board. A resignation is effective when delivered unless the resignation specifies a later effective date or an effective date determined upon the happening of an event or events. Any resignation is without prejudice to the rights, if any, of this corporation under any contract to which the officer is a party.

Section 5. Vacancies. A vacancy in any office for any reason shall be filled in the same manner as these Bylaws provide for election to that office.

Section 6. President. The President shall be the chief executive officer of this corporation and shall, subject to control of the Board, generally supervise, direct, and control the business and the officers of this corporation. The President shall not preside at any meeting of the Board of Directors; provided, that in the absence of the Chair of the Board, or a director designated by the Chair, the President shall designate a director to preside at such meeting. The President shall have the general powers and duties of management usually vested in the office of President of a corporation and shall have such other powers and duties as may be prescribed by the Board or these Bylaws.

Section 7. Secretary. The Secretary shall supervise the keeping of a full and complete record of the proceedings of the Board of Directors, its committees and the membership of this corporation, shall supervise the giving of such notices as may be proper or necessary, shall supervise the keeping of the minute books of this corporation, and shall have such other powers and duties as may be prescribed by the Board or these Bylaws.

Section 8. Treasurer. The Treasurer shall supervise the charge and custody of all funds of this corporation, the deposit of such funds in the manner prescribed by the Board of Directors, and the keeping and maintaining of adequate and correct accounts of this corporation's properties and business transactions, shall render reports and accountings as required, and shall have such other powers and duties as may be prescribed by the Board or these Bylaws.

ARTICLE VII INTERESTED DIRECTOR OR OFFICER TRANSACTIONS

Section 1. Voidability of Transactions. No contract or transaction between this corporation and:

- (a) any of its directors or officers,
- (b) any organization in which one or more of this corporation's directors or officers has or have a financial interest, or
- (c) any organization for which a director or officer of this corporation also serves as a director or officer,

shall be void or voidable solely for that reason, or solely because the director or officer is present at or participates in the meeting of the Board or committee of the Board which authorizes the contract or transaction, or solely because any such director's or officer's vote was counted for such purpose, if:

- (i) The material facts as to the director's or officer's relationship or interest, and as to the contract or transaction, are disclosed or are known to the Board or the committee, and the Board or committee in good faith authorizes the contract or transaction by the affirmative vote of at least a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or

(ii) The contract or transaction is fair to this corporation as of the time it is authorized, approved, or ratified by the Board or committee.

Section 2. Quorum. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or of a committee which authorizes a contract or transaction described in Section 1 aboveArticle VII.

Section 3. Conflict of Interest Policy. Each director and officer of this corporation shall comply with any policies of this corporation regarding conflicts of interest.

ARTICLE VIII INDEMNIFICATION AND INSURANCE

Section 1. Indemnification. To the fullest extent permitted by law:

(a) This corporation shall indemnify any Indemnified Person, for and against all expenses (including attorneys' fees), judgments, Fines and amounts paid in settlement actually and reasonably incurred by that Indemnified Person in connection with that Action. Notwithstanding the foregoing, this corporation shall indemnify any Indemnified Person seeking indemnification in connection with an Action (or part of an Action) initiated by that person only if that Action (or part of that Action) was authorized by the Board.

(b) This corporation will pay expenses as incurred by any Indemnified Person in connection with any Action; *provided, that*, if these expenses are to be paid in advance of the final disposition of an Action, then the payment of expenses will be made only upon delivery to this corporation of an undertaking, by or on behalf of the person, to repay all amounts so advanced if it is ultimately determined that the person is not entitled to be an Indemnified Person or otherwise. Notwithstanding the foregoing, this corporation shall pay expenses as incurred by any Indemnified Person in connection with an Action (or part of an Action) initiated by that person only if that Action (or part of that Action) was authorized by the Board.

(c) This corporation may purchase and maintain insurance on behalf of any Indemnified Person against any liability asserted against that person, whether or not this corporation would have the power to indemnify the person against that liability under the provisions of this Article VIIIArticle VIII or otherwise.

(d) The provisions of this Article VIIIArticle VIII will be applicable to all Actions made or commenced after the adoption of this Article VIIIArticle VIII, whether arising from acts or omissions occurring before or after its adoption. The provisions of this Article VIIIArticle VIII will be deemed to be a contract between this corporation and each director or officer who serves in that capacity at any time while this Article and the relevant provisions of the laws of the State of Delaware and other applicable law, if any, are in effect, and any repeal or modification of this Article VIIIArticle VIII will not adversely affect any right or protection of any Indemnified Person in respect of any act or omission occurring prior to the time of the repeal or modification.

(e) If any provision of this Article VIII will be found to be invalid or limited in application by reason of any law or regulation, that finding will not affect the validity of the remaining provisions of this Article VIII. The rights of indemnification provided in this Article VIII will neither be exclusive of, nor be deemed in limitation of, any rights to which any person described in subsection (a) of this Article VIII may otherwise be entitled or permitted by contract, the Certificate of Incorporation, vote of the Board, or otherwise, or as a matter of law, both as to actions in the person's official capacity and actions in any other capacity while holding that office, it being the policy of this corporation that indemnification of any Indemnified Person will be made to the fullest extent permitted by law.

(f) This corporation may, by vote of the Board, provide indemnification and advancement of expenses to employees and agents of this corporation with the same scope and effect as the foregoing indemnification of and advancement of expenses to directors and officers.

(g) Definitions. As used in this Article VIII, the following terms will have the following meanings:

“Action” means any threatened, pending, or completed action, suit, proceeding or inquiry (brought in the right of this corporation or otherwise), whether civil, criminal, administrative, or investigative, and whether formal or informal, including appeals arising from or in connection with the acts or omissions of this corporation or any person acting within the scope of such person’s role with this corporation.

“Eligible Person” means: (1) any individual who is a former or current director or officer of this corporation; (2) any former or current director or officer of this corporation, who while a director or officer of this corporation, is or was serving at the request of this corporation as a director, officer, partner, trustee, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, which includes, without limitation, employee benefit plans; and (3) the foregoing persons’ heirs, executors, guardians, administrators, assigns, and any other legal representatives.

“Fines” includes, without limitation, any excise taxes assessed on a person with respect to an employee benefit plan.

“Indemnified Person” means: any Eligible Person who was, or is, a party, or is threatened to be made a party to, or is involved in (including as a witness), any Action by reason of the fact that the person is an Eligible Person.

ARTICLE IX GRANTS ADMINISTRATION

Section 1. Purpose of Grants. This corporation shall have the power to make grants and contributions and to render other financial assistance for the purposes expressed in the Certificate of Incorporation.

Section 2. Board of Directors Oversight. The Board, or any person or persons on whom such power may be conferred by the Board, shall make policy with regard to grants. The

Board shall retain ultimate control over all grants, contributions, and other financial assistance given by this corporation.

Section 3. Refusal; Withdrawal. The Board, in its absolute discretion, shall have the right to refuse to make any grants or contributions, or to render other financial assistance, for any or all of the purposes for which the funds are requested. In addition, the Board, in its absolute discretion, shall have the right to withdraw its approval of any grant at any time and use the funds for other purposes within the scope of the purposes expressed in the Certificate of Incorporation, subject to any charitable trust imposed on such funds and any rights of third parties under any contract relating to such grant.

Section 4. Accounting. The Board shall determine under what circumstances to require that grantees furnish a periodic accounting to show that the funds granted by this corporation were expended for the purposes that were approved by the Board.

Section 5. Restrictions on Contributions. Unless otherwise determined by resolution of the Board in particular cases, this corporation shall retain complete control and discretion over the use of all contributions it receives, and all contributions received by this corporation from solicitations for specific grants shall be regarded as for the use of this corporation and not for any particular organization or individual mentioned in the solicitation. This corporation may accept contributions earmarked by the donor exclusively for allocation to one or more foreign organizations or individuals only if the Board of this corporation: (a) has determined that the specific charitable activity for which the donation was made furthers this corporation's exempt purposes; (b) has approved in advance disbursements of funds to support such charitable activity; (c) retains discretion and control as to the use of the contributions received by this corporation; and (d) exercises appropriate supervision to ensure funds are actually spent for the intended purposes.

ARTICLE X MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of this corporation shall end each year on December 31.

Section 2. Contracts, Notes, and Checks. All contracts entered into on behalf of this corporation must be authorized by the Board of Directors or any person or persons on whom such power may be conferred by the Board, and, except as otherwise provided by law, every check, draft, promissory note, money order, or other evidence of indebtedness of this corporation shall be signed by any person or person on whom such power may be conferred by the Board.

Section 3. Amendments. As provided in the Certificate of Incorporation, the Consortium Members or the Board of Directors may amend or repeal these Bylaws or adopt new bylaws. Any amendment or repeal of these Bylaws or the adoption of new bylaws shall require:

(a) if by the Consortium Members acting alone, the Requisite Member Vote;

or

(b) if by the Board, (i) the affirmative vote of at least seventy-five percent (75%) of the directors then in office with (ii) Consortium Member approval by the Requisite Member Vote.

Section 4. Required Financial Audits. For any tax year in which this corporation is required to register and file reports with the Attorney General of the State of California and has gross revenues of \$2 million or more, excluding grant or contract income from any governmental entity for which the governmental entity requires an accounting, this corporation shall obtain a financial audit. Whether or not they are required by law, for any tax year in which this corporation is required to register and file reports with the Attorney General of the State of California, any audited financial statements obtained by this corporation shall be made available for inspection by the Attorney General and the general public within nine months after the close of the fiscal year to which the statements relate, and shall remain available for three (3) years (1) by making them available at this corporation's principal, regional, and district offices during regular business hours and (2) either by mailing a copy to any person who so requests in person or in writing or by posting them on this corporation's website.

Section 5. Governing Law. These Bylaws shall be construed and interpreted in accordance with the laws of the State of Delaware as amended from time to time, so as to give full effect and validity to the intent and meaning of these Bylaws.

Section 6. Facts Ascertainable. When the terms of these Bylaws refer to a specific agreement or other document to determine the meaning or operation of a provision hereof, the Secretary of the Corporation shall maintain a copy of such agreement or document at the principal executive offices of the corporation and a copy thereof shall be provided free of charge to any member of the Corporation who makes a request therefor.

CERTIFICATE OF SECRETARY

I, Wendy Seltzer, certify that I am Secretary of World Wide Web Consortium, Inc., a Delaware nonprofit nonstock corporation, and that the above Bylaws, consisting of 17 pages, are the Bylaws of this corporation as adopted by unanimous written consent of the Board of Directors, effective as of October 19, 2022.

DATED: 19 October, 2022

/s/ Wendy Seltzer
Wendy Seltzer, Secretary

WORLD WIDE WEB CONSORTIUM, INC.

401 Edgewater Place, Suite 600

Wakefield, Massachusetts 01880

EIN: 84-4023862

SUPPLEMENTAL RESPONSES TO FORM 1023

PART IV: ACTIVITIES

Question 1: Narrative Description of Past, Present, and Planned Activities.

History of W3C. In 1994, Sir Tim Berners-Lee, the inventor of the World Wide Web (the “Web”), founded the World Wide Web Consortium (“W3C”) as a research program of the Laboratory for Computer Science at the Massachusetts Institute of Technology (“MIT”). Historically, W3C has carried out its mission of “leading the Web to its full potential” by conducting research and other activities through the collaborative efforts of MIT and certain other leading universities and university consortia (currently, the European Research Consortium for Informatics and Mathematics (“ERCIM”) in France, Keio University (“Keio”) in Japan, and Beihang University (“Beihang”) in China) (collectively, the “Hosts,” and each, a “Host”). Each Host is a tax-exempt or public benefit organization in its jurisdiction. In addition to the Hosts, an extensive network of over four hundred companies and other entities (the “W3C Members”) and over 10,000 individuals around the globe participate in the work of W3C.¹

W3C is the primary international standards organization for the Web and is dedicated to bringing interested parties from different information technology sectors together to study and address Web issues. At the end of 2022, W3C will transfer the bulk of its operations and activities to the World Wide Web Consortium, Inc. (the “Consortium”), a Delaware nonprofit nonstock corporation. Additional information is provided in the supplemental responses to ***Schedule G***, below.

Plans for the Consortium. In the nearly 30 years since the W3C’s launch, the Web has evolved to become a critical global infrastructure that enables human communication, commerce, and opportunities to share knowledge. W3C has played a key role in facilitating the global interoperability (that is, the ability of computer systems and the people who use them to exchange and make use of information) of the Web. The Consortium will carry on W3C’s mission, with the charitable purpose of inclusively developing interoperability standards for Web infrastructure so that *all* people may safely and productively use the Web to participate in society and improve their lives.

¹ W3C is an unincorporated association formed by MIT, ERCIM, Keio, Beihang, and the over four hundred W3C Members for certain purposes that are set forth in the Member Agreements (as defined in the supplemental responses to ***Schedule G***, below). The current form of the Member Agreement is attached to this application.

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Although the Web is an incredibly powerful platform, its limitations – which the Consortium seeks to address – are most acutely felt by disadvantaged members of society. For example:

- As the Bureau of Labor Statistics reported in February 2022, across all age groups, persons with disabilities were much less likely to be employed than those with no disabilities. The COVID pandemic has made use of the Web for remote work even more important. Thus, it is critical that employer internal and external Web sites and online government services be accessible to users with disabilities, and the Web must continue to evolve to meet new needs (e.g., real-time captioning of video conferences).
- In rural areas and in many poor regions of the world, the unbanked and underbanked do not have access to financial services that would reduce insecurity and create new economic opportunities. Web standards that facilitate mobile and accessible technology can help make payments safer and easier, as well as increase access to services, social protection programs, and insurance.
- The evolution of Web technologies has increased the collection, processing, and publication of personal data. Privacy concerns are raised more often as applications built on the Web platform have access to more sensitive personal data — including location, health and social network information — and users' activity on the Web is ubiquitously tracked. Technology continues to grow more powerful (e.g., facial recognition, artificial intelligence, social networking, mobile computing, quantum computing, etc.), and society is grappling with some of the harmful consequences such as online misinformation. It is critical that the parties that are developing these technologies take into account end user security and privacy at the level of infrastructure, which can help enable protections at scale.

The Consortium is well-positioned to identify these limitations and their remedies, to help ensure that new Web technologies (i) inclusively serve all of humanity and (ii) address other limitations and potential problems of the Web in areas such as user security and privacy. The Consortium community includes thousands of global experts on topics such as Web accessibility and internationalization. Their contributions — including from users with disabilities — help ensure that the Web may be used by people with many different types of disabilities, and also that people may communicate through the full richness of the world's languages.

The Consortium's activities will include:

- **Development of Web Standards:** Standards developed by the Consortium are adopted voluntarily. They must therefore be of the highest quality. In addition, they must meet real-world needs, including the many barriers faced by disadvantaged members of society. Web standards must balance the diverse needs of industry, academia, civil society, and

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technologists, for the ultimate purpose of serving all of humanity (as discussed above). Further, because the Web is a global infrastructure, the Consortium must find solutions that address a range of regional and cultural requirements. The Consortium conducts its work in public and seeks wide review on an ongoing basis to help ensure that a wide range of perspectives inform consensus decisions about future Web technology. In addition, the Consortium's process requires that all standards undergo review by chartered groups with expertise in accessibility, internationalization, privacy, and security; these groups help ensure that the standards meet the societal needs that motivate the Consortium's mission. This is known in the Consortium as "horizontal review," because it is applied across standardization activities. Approximately 59% of the Consortium's time and 59% of the Consortium's overall resources will be allocated to this activity.

- **Research:** The Consortium, with partners and collaborators, conducts research into new technologies, applications, and best practices related to the Web. For example, in the field of Web privacy, the Consortium's coordination of standardization work improves support for user privacy on the Web and develops general expertise in privacy-by-design for Web standards. Approximately 24% of the Consortium's time and 24% of the Consortium's overall resources will be allocated to this activity.
- **Educational Materials/Resources:** Through the efforts of the Consortium's staff and volunteers (including the W3C Members), the Consortium produces written deliverables that include standards, guidelines, and tools that are made available to the public for free and help Web developers worldwide improve their sites in terms of accessibility and internationalization. The Consortium's standards have been globally recognized in a variety of ways, including through regulatory requirements related to accessible Web sites, and with an Emmy Award for the Consortium's standards to make video content more accessible with text captioning and subtitles. Approximately 12% of the Consortium's time and 12% of the Consortium's overall resources will be allocated to this activity.
- **Educational Courses:** The Consortium develops free educational courses ("W3Cx") to inform developers about Web best practices, including Web accessibility. Approximately 5% of the Consortium's time and 5% of the Consortium's overall resources will be allocated to this activity.

Through these core activities, the Consortium seeks to:

- Reduce discrimination against users with disabilities;
- Provide relief to the poor by enabling accessible access to government services and, potentially, increasing financial inclusion by facilitating access to financial services via the Web;

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- Defend human and civil rights through standards that support accessibility as well as security and privacy protections;
- Educate developers about best practices related to accessibility, internationalization, privacy, and security;
- Advance computer and network science through research and collaboration;
- Pursue the charitable and public purposes of lessening the burdens of government and promoting the global public interest in the operational stability of the Web (as further described below);
- Support research and experimentation regarding the development and evolution of Web protocols and architectures, for the benefit of the general public, with results made available to the public on the Web;
- Support and educate the global Web community by providing forums for the exploration of new Web applications and protocols; and
- Provide online courses, conferences, and an annual meeting, in each case, to educate the public and/or foster public participation.

Lessening the Burdens of Government.

The Consortium intends to the lessen the burdens of government within the meaning of Treasury Regulation Section 1.501(c)(3)-1(d)(2), which establishes lessening the burdens of government as a charitable purpose under Section 501(c)(3) of the Internal Revenue Code of 1986 (as amended, the “Code”). The Consortium’s activities will meet the two-prong test set forth in Revenue Ruling 85-2, 1985, 1985-1 C.B. 178: first, that there be “an objective manifestation by the government that it considers the activity ... to be its burden,” and second, that the activity actually lessen the governmental burden. Both of these prongs are discussed in detail below.

Objective Government Manifestation. The United States government considers making the Web accessible to people with disabilities its burden under the Americans with Disabilities Act of 1990 (as amended, the “ADA”) and related laws and regulations. The government has explicitly acknowledged its burden by directly working with W3C, the predecessor organization to the Consortium (see ***Schedule G*** below), to accomplish its objectives of developing and publishing accessibility standards.

The Rehabilitation Act of 1973 (as amended by the Workforce Investment Act of 1998, the “Rehabilitation Act”) requires access to programs and activities that are funded by federal agencies and to federal employment. Section 508 of the Rehabilitation Act requires federal agencies to ensure accessibility to all people with disabilities when “developing, procuring, maintaining or using” information and communications technology (“Section 508”). The Rehabilitation Act also established an independent federal agency, the U.S. Access Board (the “Access Board”), to develop and maintain accessibility standards meeting the requirements of

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Section 508. These standards are incorporated into the federal government’s procurement regulations as well as regulations promulgated by other agencies such as the Department of Justice (“DOJ”).²

In early 2021, the Access Board issued a press release on W3C’s issuance of a working draft of its Web Content Accessibility Guidelines (the “W3C Guidelines”).³ The Access Board noted its decades-long collaboration with W3C (referred to in the press release as the “WCAG working groups”) to accomplish its goal of “making Web content more accessible to users with disabilities.” The Access Board also acknowledged that its own updated Section 508 standards leveraged the work of the W3C by “incorporat[ing] significant portions of [W3C’s standards] by reference.” As a direct result of this effort, the DOJ published updated guidance that the federal government as well as state and local governments have used to bring their respective websites into compliance with Section 508.⁴

The federal government also for a long time has directly funded W3C’s work in the area of Web accessibility. In 1997, the National Science Foundation and other federal agencies funded the creation of W3C’s newly launched International Program Office for the Web Accessibility Initiative.^{5,6}

Actual Lessening of Burdens. In order to establish lessening the burdens of government as a basis for exemption, an organization must show that its activities will actually reduce the relevant governmental burden. W3C has actually lessened the governmental burdens of the Access Board, as shown by the agency’s incorporation of the W3C Guidelines in its own standards. W3C also has lessened separate and collective burden of the federal government and state and local governments to make their respective websites accessible for people with disabilities in compliance with the ADA and DOJ guidance.⁷

As the successor organization of W3C, the Consortium plans to publish the “WCAG 2.2 Draft,” a proposed draft updating the W3C Guidelines in 2023.⁸ These guidelines will lessen the burden that governments would otherwise have in producing standards for accessibility for the reasons discussed above.

² <https://www.ada.gov/resources/web-guidance/#web-accessibility-for-people-with-disabilities-is-a-priority-for-the-department-of-justice> (the DOJ “has consistently taken the position that the ADA applies to Web content”).

³ <https://www.access-board.gov/news/2021/01/21/w3c-publishes-working-draft-of-the-web-content-accessibility-guidelines-wcag-3-0/>

⁴ <https://www.ada.gov/resources/web-guidance/>

⁵ <https://www.w3.org/Press/IPO-announce>

⁶ <https://www.nsf.gov/about/history/nifty50/webaccess.jsp>

⁷ <https://www.w3.org/WAI/standards-guidelines/wcag/>

⁸ The federal government uses the W3C Guidelines and the Section 508 Standards (which incorporate WCAG by reference) for its own websites. See, e.g., <https://www.ada.gov/resources/web-guidance/> (the federal ADA website).

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Question 7: Rights in Intellectual Property.

The Consortium manages an extensive presence on the Web, and the W3C Members publish their individual and collective research findings on the Consortium's website, which is available to the general public. In addition, the Consortium may from time to time publish reports, white papers, or other educational materials concerning its exempt activities. The Consortium holds copyright and makes materials available without charge, under an open license. The Consortium does not intend to seek patents. The Consortium will hold a trademark in the word mark "W3C," which it uses to designate the origin of written materials; the Consortium does not license this mark for a fee. The Consortium does not have any plans to have publications that contain commercial advertising, although should that change in the future, the Consortium would comply with any requirement to pay taxes on unrelated income generated thereby. The Consortium's publications are distributed online without charge.

Question 9: Grants, Loans, or Other Distributions to Organizations.

In connection with the activities described in the response to ***Question 1***, above, the Consortium may from time to time provide funds to the Hosts (as defined above) or other partners (collectively, the "Partners," and each, a "Partner") to employ staff and/or provide resources to volunteers including the W3C Members, in each case, in connection with staffing the Consortium's working groups, supporting public engagement, supporting regional Consortium events), or providing other forms of support to the Consortium's work.

Description of Selection Process. Grantees will be selected by the Consortium's Board of Directors (or a person or persons to whom the Board has delegated selection authority), based on information obtained and provided by Consortium staff. Organizations that are controlled, directly or indirectly, by the Consortium's employees, directors, officers, or individuals related by blood or marriage to them, will not be eligible to receive any grants from the Consortium.

Grant Proposals or Application Forms. The Consortium may, but has not yet, developed a grant application form. The Consortium may invite grant proposals for specific projects. When appropriate, the Consortium will require potential grantees to submit detailed grant proposals to describe how they would use funds provided by the Consortium.

Documentation and Oversight. For grants to 501(c)(3) organizations, the Consortium will determine when a formal grant agreement is necessary as opposed to a simple transmittal letter. Either form of agreement would set forth the purpose or purposes for which the distribution is being made, and will obligate the recipient to use the funds exclusively for that purpose. The Consortium expects that in some cases it would use a grant letter that sets forth the terms of the distribution and makes clear that accepting the funds constitutes agreement to, and compliance with, the grant terms. If circumstances warrant, for example with larger grant distributions, the Consortium may employ a more formal grant agreement. Additionally, the Consortium may

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require the grantee to provide periodic written reports on the use of grant funds and ongoing and/or final written reports and accounting. Any apparent misuse of grant funds will be promptly investigated. If the Consortium discovers that funds have, in fact, been misused, it would require the funds be returned and would make no further distributions to that grantee. If a proposal is accepted from an organization that is not a charity as defined under Code Sections 501(c)(3) and 509(a), the Consortium will first enter into a grant agreement with the recipient organization before granting funds. The grant agreement will set forth the grantor's and grantee's responsibilities. It will require the grantee to use funds only for grant purposes, provide periodic written reports on the use of grant funds, provide ongoing written reports and accounting, and acknowledge the grantor's authority to withhold or recover funds if abuse occurs.

Recordkeeping. The Consortium plans to keep a file on each grant that it makes. In that file, it will maintain a copy of the Board of Directors' resolution authorizing the grant or confirmation of another approval process, notes and records related to the grantee due diligence conducted prior to making the grant, a copy of the signed grant agreement between the Consortium and its grantee, if any, a record of what funds under the grant agreement have been disbursed, copies of relevant accounting documents and reports on the use of the grant funds, and any other documents related to that grant.

Oversight Procedures. The level of scrutiny will vary with the nature of the entity and the circumstances of the grant, as noted in the discussion of contracts, above. A grant to a U.S. organization with a proven record of effectiveness will require less oversight than a grant to a foreign organization that operates in a conflict zone, or in an area where corruption is endemic. As noted in the response regarding Recordkeeping, above, the Consortium will generally require periodic and final written reports and accounting of how grant funds are used, and will review them to determine whether further inquiry is warranted.

Question 9(a): Grants, Loans, or Other Distributions to Non-501(c)(3) Organizations.

The Consortium will make grants to support its own work to further its specific charitable and educational purposes (as described above in ***Question 1***), and will do so in accordance with Revenue Ruling 66-79. For grants to organizations that are not recognized as tax exempt under section 501(c)(3), the Consortium will require grantees to enter into a grant agreement. The format of the grant agreements has not yet been finalized. The Consortium will require grantees to provide reports and accounting to show that the grantee has spent the funds for those specific charitable or educational purposes or projects.

The Consortium will require reports and accounting to ensure that the funds have been used exclusively for the projects selected by the Board. The Board will exercise full discretion and control over any such funds received, in accordance with example four of Revenue Ruling 63-252, and with the Consortium at all times retaining discretion and control within the meaning of Revenue Ruling 68-489.

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How Grants Further Exempt Purposes. As described in *Question 1*, above, the Consortium's goals are to ensure that new Web technologies (i) inclusively serve all of humanity and (ii) address other limitations and potential problems of the Web. The Consortium's grants to organizations which support charitable and educational activities for the purpose of achieving these same goals will help achieve the Consortium's charitable and exempt purposes. Grantmaking to other organizations that directly work in these areas will also further the Consortium's purposes.

Contracts. As explained previously, the Consortium plans to enter into grant agreements to ensure that grantees are obliged to use the funds only for the specific purposes authorized in the grant agreement, and to report back on the use of the funds. The grant agreement language has not yet been finalized.

Recipient Organizations and Relationships. W3C, the Consortium's predecessor organization (discussed in detail in *Schedule G*, below), currently conducts research and other activities through four Hosts, each of which is a leading global university or university consortium that is a tax-exempt or public benefit organization in its jurisdiction: MIT, ERCIM, Keio, and Beihang. Grantees may include one or more of the Hosts.

Recordkeeping. The Consortium plans to keep a file on each grant that it makes. In that file, it will maintain a copy of the Board of Directors' resolution authorizing the grant or other record of approval, notes and records related to the pre-grant inquiry conducted prior to making the grant, a copy of the signed grant agreement between the Consortium and its grantee, a record of what funds under the grant agreement have been disbursed, copies of relevant accounting documents and reports on the use of the grant funds, and any other documents related to that grant.

Description of Selection Process. Grantees will be selected by the Consortium Board of Directors (or a person or persons to whom the Board has delegated selection authority), based on information obtained and provided by Consortium staff.

Grant Application Form. The Consortium has not yet developed a grant application form. The Consortium to pro-actively sources its own grantmaking opportunities and will likely not accept unsolicited grant applications. The Consortium may invite grant proposals for specific projects that further its exempt purposes.

Grant Proposals and Agreements. When appropriate, the Consortium will require potential grantees to submit detailed grant proposals to describe how they would use funds provided by the Consortium. If a proposal is accepted from an organization that is not a charity as defined under Code Sections 501(c)(3) and 509(a), the Consortium will first enter into a grant agreement with the grantee before granting funds. The grant agreement will set forth the grantor's and grantee's responsibilities. It will require the grantee to use funds only for grant purposes, provide periodic written reports on the use of grant funds, provide ongoing written reports and accounting, and acknowledge the grantor's authority to withhold or recover funds if abuse occurs.

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Oversight Procedures. The level of scrutiny will vary with the nature of the entity and the circumstances of the grant, as noted in the discussion of contracts, above. A grant to a U.S. organization with a proven record of effectiveness will require less oversight than a grant to a foreign organization that operates in a conflict zone, or in an area where corruption is endemic. As noted in the response regarding Recordkeeping, above, the Consortium will generally require periodic and final written reports and accounting of how grant funds are used, and will review them to determine whether further inquiry is warranted. The Consortium will demand immediate repayment of misspent funds, and will withhold further funding if funds have been misspent.

Question 9(b): Grants, Loans, or Other Distributions to Foreign Organizations.

Expected Foreign Grant Recipients. The Consortium currently anticipates making grants to foreign organizations; however, it has not yet identified any foreign organizations to which it will make grants. In the future it may consider making grants to the four current Hosts in accordance with the procedures set forth above under ***Question 9(a)***.

Question 9(c): Contributors' Knowledge of Sole Authority.

While the Consortium will consider organizations suggested by individual donors, all funds received by the Consortium will remain under its full control in accordance with Article IX, Section 5, of its Bylaws. The Consortium will make its decisions based on the criteria and procedures described above in answer to ***Question 9***. The Consortium understands the importance of clearly informing its donors that it retains the ultimate authority to use contributions made to it for its own exempt purposes. The Consortium expects to make this information known to actual and potential donors through its website and through print materials used in grant solicitation and other forms of fundraising. The Consortium may also include disclosures of the kind contemplated by this question in its donation receipts.

Question 9(d): Pre-Grant Inquiries.

For all grantees, whether foreign or domestic, the Consortium will investigate the recipient organization's financial situation and its ability to accomplish the charitable purposes for which the particular grant is intended. A grantee's charitable or tax-exempt status, if any, will be noted in Consortium files. Grantees outside the U.S. may or may not be organized as charities, depending on the circumstances in the country where the grantee is located. In some countries, for example, registration as a charitable organization is difficult and costly, and effective organizations may not have charitable status; the Consortium does not want to exclude such organizations from eligibility for funding. Accordingly, the Consortium pre-grant inquiries will focus on whether a grantee is organized and operated in a manner that enables it to carry out the Consortium's purposes. The Consortium will also assess the potential grantee's location and operations for any indication of higher than usual risk that charitable assets may be diverted to non-charitable purposes such as private benefit or, in the worst case, terrorist activities. (Where a grantee's location or operations indicate that there is a higher than usual risk that charitable assets may be diverted, the Consortium

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will take such steps as it believes are most likely to reduce the risk.) Additionally, the Consortium will assess the diversity, expertise, and commitment of a potential grantee's governing body and staff leadership. Finally, and importantly, the Consortium expects its grantees to be welcoming and inclusive of people from all ethnic groups and religious backgrounds.

Question 9(e): Additional Oversight Procedures.

Depending on the circumstances of particular grants, the Consortium may perform site visits or may engage accounting firms or consultants to perform additional oversight at the local level. The Consortium has not made any grants to date, however, and is still formulating specific procedures in this regard.

Question 9(f): Relationships with Shared Board Members or Other Key Personnel.

As discussed in ***Questions 9 and 9(a)***, above, grantees may include one or more of the Hosts. Each of the Hosts has the right under the Consortium's Bylaws to elect a single director of the Consortium; at all times, the directors elected by the Hosts will constitute a minority of the Consortium's Board.

Question 9(g): Additional Steps.

In addition to checking the OFAC List of Specially Designated Nationals and Blocked Persons for names of individuals and entities with whom the Consortium is dealing to determine if they are included on the list, the Consortium will:

- Require all overseas grantees to certify that they will not use any grant funds to support or engage in violent or terrorist activities;
- Conduct careful due diligence on each prospective grantee; and
- Promptly investigate any apparent misuse of grant funds.

Question 10: Operations in Foreign Countries.

The Consortium may from time to time conduct activities or collaborate with its Hosts and W3C Members, and developers and/or organizations abroad in furtherance of its charitable, educational and scientific purposes to advance issues of accessibility, internationalization, security and privacy relating to the Web. Such activities may involve research, development of regional networks, and other operations necessary for setting up and operating, or supervising the operation of, a worldwide network expand such advances on a local or regional level throughout the world.

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If it works with foreign implementers and/or developers, the Consortium will comply with all tax and other requirements relevant to working with foreign staff. In addition, the Consortium will conduct its activities in a manner that will ensure that it does not aid persons identified by the United States government as terrorists in violation of the U.S. Patriot Act.

Question 10(a): Methods to Prevent Diversion.

In the event the Consortium conducts charitable work outside the United States, such work will be conducted primarily through the Consortium's own staff, and the resources provided will consist of educational materials and trainings relating to its exempt activity. Given the nature of the Consortium's work, the potential for diversion of resources from charitable activities is extremely low. The Consortium will nonetheless conduct diligence prior to entering into any arrangements with a foreign organization to conduct any foreign activities. The diligence required will vary depending on the level of risk presented by the collaboration. For example, regions with governmental, economic, and social stability will require less diligence than those without. The Consortium will conduct checks of OFAC sanctions lists for potential collaborators and may, if circumstances require, request certification from partners that no resources utilized in programming with which the Consortium is a party will be diverted for non-charitable ends.

PART V: COMPENSATION AND OTHER FINANCIAL ARRANGEMENTS

Question 1(g) Other Practices Used to Set Reasonable Compensation.

The Consortium will take all steps necessary to comply with the requirements of Code Section 4958 and any applicable state law requirements regarding compensation and/or insider transactions, as applicable.

PART VI: FINANCIAL DATA

A. Statement of Revenues and Expenses.

Line 25: Line 7 includes income from Business Groups, Sponsorships, Foundations, and the Education Platform edX. Line 23 includes: Travel, Meetings, Events, Administrative & Legal, Systems & Equipment, Materials & Services, and Miscellaneous.

Notwithstanding the Consortium's incorporation in 2019, as of the date of this filing, the Consortium has not yet received any assets or incurred any expenses. The Statement of Revenue and Expenses reflects the Consortium's actual budget for 2019, 2020, and 2021, and its estimated budget for 2022. Please also see the attached proposed budget, which shows the Consortium's

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projections for 2023 and 2024 based on the activities described in the responses to **PART IV** of this application.

B. Balance Sheet.

The Balance Sheet shows the Consortium's actual balance sheet for 2021, its most recently completed tax year.

SCHEDULE G: SUCCESSOR TO OTHER ORGANIZATIONS

Question 1: Predecessor Organization.

W3C (as defined above), the predecessor organization, is an unincorporated association formed by four leading universities located around the world and certain other individuals and entities (as discussed below). The four universities are: MIT in the U.S., ERCIM in France, Keio in Japan, and Beihang in China. The universities host and facilitate W3C's activities from their respective campuses:

- 1) Massachusetts Institute of Technology
32 Vassar Street, 32-G519
Cambridge, Massachusetts 02139
- 2) The European Research Consortium for Informatics and Mathematics
2004, Route des Lucioles, BP 93, F-06902
Sophia Antipolis, France
- 3) Keio University
5322 Endo, Fujisawa
Kanagawa 252-0882, Japan
- 4) Beihang University
37 Xueyuan Road, Haidian District
Beijing, 100083, China

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Question 2: Owners, Partners, Principal Stockholders, and Governing Board of Predecessor.

W3C does not have any owners, partners, principal stockholders, or governing board. Its leaders are:

Sir Tim Berners-Lee, Director
c/o Massachusetts Institute of Technology
32 Vassar Street, 32-G519
Cambridge, Massachusetts 02139

Dr. Jeffrey Jaffe, Chief Executive Officer
c/o Massachusetts Institute of Technology
32 Vassar Street, 32-G519
Cambridge, Massachusetts 02139

Under the Member Agreements (as defined below), over four hundred individual and entities are participating “members” (the “W3C Members”) with certain rights and obligations with respect to W3C, but the W3C Members do not have any ownership interests in W3C or governance rights with respect to W3C.

Question 3(a): Relationship with Predecessor and Reason for Organization.

W3C operates in accordance with the terms of certain consortium participation agreements (the “Member Agreements”) by and among the four Hosts and the W3C Members (as defined above), for the common purpose of “supporting the advancement of information technology” (see Section 1 of the Member Agreement) in accordance with “the instruction and research objectives of [the] Hosts in a manner consistent with their status as non-profit, tax-exempt institutions” (see recitals of the Member Agreement). The current form of the Member Agreement is attached to this application.

MIT and the other Hosts physically host W3C’s operations and fund its activities; W3C does not have staff apart from individuals who are directly employed by (and receive compensation and employment benefits from) the Hosts. The Hosts review and accept applications for membership from prospective W3C Members and serve as the collection point for any membership fees collected from the W3C Members. In addition to employing staff and managing memberships, the Hosts have provided office space to the staff, legal services to W3C, and, on occasion, meeting space. The specific service areas assigned to each Host are described in detail in the Member Agreements and in certain Host agreements by and among MIT and the other Hosts, which expire at the end of 2022 and will not be renewed.

In 2022, MIT intends to transfer to the Consortium certain assets used in connection with W3C’s programs, including funds MIT has collected to support the work of W3C (the “MIT Transfer”).

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By the end of 2022, MIT intends to cease its activities as a Host of W3C. The Hosts may transition to partners with new agreements with the Consortium.

Question 4: Continued Relationship with Predecessor.

Sir Tim Berners-Lee serves as a non-voting observer of the Consortium's Board of Directors.

Question 5: Assets Transferred from Predecessor to the Consortium.

W3C will not transfer any assets to the Consortium. Before the end of 2022, the Consortium expects to receive from MIT certain assets pursuant to the MIT Transfer (defined above), which will include W3C Member dues paid to MIT under its existing Host agreement and any other assets currently held by MIT that are restricted or dedicated for use in support of the work of W3C and/or the Consortium. The Consortium is expecting to receive additional payments in 2023 pursuant to the MIT Transfer consisting of any amounts MIT collects from W3C Member dues and other accounts receivable.

The Consortium expects that the MIT Transfer will include in the aggregate: approximately \$1,555,000 in cash and rights to certain intellectual property, including rights to the W3C name, trademarks, various registrations and copyrights, and work product. The Consortium will grant MIT a limited license of such intellectual property solely for MIT's research, teaching and other academic purposes.

SCHEDULE H: EDUCATIONAL GRANTS TO INDIVIDUALS, SECTION I

Question 1: Description of Program.

In connection with the activities described in **PART IV, Question 1**, above, in the future, the Consortium may convene technical conferences or other events, for which it may create an "inclusion fund" designed to support the travel and meeting expenses of individuals from under-represented groups who would not otherwise be able to afford to attend or meaningfully contribute to such events. The program described here has not yet been implemented by the Consortium.

The Consortium may award scholarships to students who demonstrate: (1) financial need (as discussed in **Question 3** below), (2) great potential to be excellent contributors to the Consortium, and (3) a record of educational or professional achievement.

When the Consortium is ready to implement this program, it will develop application forms and any relevant information, and it will post such materials on its website to make them publicly

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accessible to all. Individuals who apply will be expected to document their financial need. One or more of the Consortium's staff or Board members may conduct interviews with potential scholarship recipients. Recipients will be selected by the Board, by a Board advisory committee composed of educators and other qualified individuals (the "Scholarship Committee") that will assist in evaluating and selecting scholarship recipients, or by Consortium staff with supervision from the Board and/or the Scholarship Committee.

Question 2: Case Histories.

When the Consortium is ready to implement this program, it will maintain the records required by Revenue Ruling 56-304, 1956-2 C.B. 306, regarding distribution of charitable funds to individuals.

Question 3: Specific Criteria of Eligibility.

When the Consortium is ready to implement this program, it will develop specific criteria. There will be no limitations or restrictions in the selection procedures based upon race, religion, national or ethnic origin, or other illegally discriminatory criteria. The Consortium will restrict awards to individuals with financial need and/or who have limited means to pay to attend the Consortium's meeting(s). The Consortium may also impose other restrictions from time to time, such as additional geographic limitations (*e.g.*, limited to individuals from disadvantaged rural and urban areas) or subject-related limitations (*e.g.*, limited to individuals with specific areas of professional expertise). Individuals who are employed by the Consortium, employed by organizations controlled by a director of the Consortium, members of its Board, or related by blood or marriage to employees or directors of the Consortium or organizations controlled by a director of the Consortium, will not be eligible for grants from the Consortium. The number of potentially eligible individuals is too large and uncertain to estimate at this time.

Question 4: Specific Criteria for Selection.

When the Consortium is ready to implement this program, it will develop specific criteria. As indicated above, its objective will be to identify individuals who demonstrate (1) financial need (as discussed in ***Question 3*** below), (2) great potential to be excellent contributors to the Consortium, and (3) a record of educational or professional achievement.

Question 5: Criteria for Obtaining Grant Renewal.

The Consortium currently has not developed any criteria for renewing grants. It may make single-year grants (*i.e.*, to attend one annual meeting).

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Question 6: Supervision of Scholarships.

The Consortium will require each recipient to sign a scholarship agreement before any funds are disbursed. Using the reports required by the scholarship agreement, the Consortium will monitor and evaluate the expenditure of funds and the progress made by each recipient. Any apparent misuse of grant funds will be promptly investigated. If the Consortium discovers that funds have, in fact, been misused, it will require the recipient to return the funds immediately, and it will make no further distributions to that recipient. The Consortium will also maintain the records required by Revenue Ruling 56-304, 1956-2 C.B. 306, regarding distribution of charitable funds to individuals.

Question 7: Selection Committee.

When the Consortium is ready to implement the scholarship program, the Board will establish and empower the Scholarship Committee to select or the supervise the selection of grant recipients. Relatives of members of the Scholarship Committee, or of the Consortium's Board, officers, or substantial contributors, shall not be eligible for any scholarships or other individual awards.

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EIN:84-4023862

401 Edgewater Place, Suite 600

Wakefield, MA, 01880

STATEMENT OF REVENUES AND EXPENSES

<i>Line Number</i>	TYPE OF REVENUE	(Projected)		
		<u>Current tax year</u>	<u>2 succeeding tax years</u>	
		<i>From:</i> 1/1/2022 <i>To:</i> 12/31/2022	1/1/2023 12/31/2023	1/1/2024 12/31/2024
<i>Line 1:</i>	Gifts, grants and contributions received	\$ 805,000	\$ 750,000	\$ -
<i>Line 2:</i>	Membership fees received	74,600	6,642,407	7,361,581
<i>Line 3:</i>	Gross investment income	-	-	-
<i>Line 4:</i>	Net unrelated business income	-	-	-
<i>Line 5:</i>	Taxes levied for your benefit	-	-	-
<i>Line 6:</i>	Value of services or facilities furnished by a governmental unit without charge	-	-	-
<i>Line 7:</i>	Any revenue not otherwise listed above or in lines 9 - 12 below	-	305,000	305,000
Line 8:	Total of lines 1 through 7	879,600	7,697,407	7,666,581
<i>Line 9:</i>	Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is related to your exempt purposes	-	-	-
Line 10:	Total of lines 8 and 9	879,600	7,697,407	7,666,581
<i>Line 11:</i>	Net gain or loss on sale of capital assets	-	-	-
<i>Line 12:</i>	Unusual grants	-	-	-
LINE 13:	TOTAL REVENUE	879,600	7,697,407	7,666,581
	TYPE OF EXPENSE			
<i>Line 14:</i>	Fundraising expenses	-	-	-
<i>Line 15:</i>	Contributions, gifts, grants, and similar amounts paid out	-	2,685,000	3,369,200
<i>Line 16:</i>	Disbursements to or for the benefit of members	-	-	-
<i>Line 17:</i>	Compensation of officers, directors, and trustees	-	-	-
<i>Line 18:</i>	Other salaries and wages	-	2,298,108	2,344,070
<i>Line 19:</i>	Interest expense	-	-	-
<i>Line 20:</i>	Occupancy (rent, utilities, etc.)	-	-	-
<i>Line 21:</i>	Depreciation and depletion	-	-	-
<i>Line 22:</i>	Professional fees	52,000	735,000	749,700
<i>Line 23:</i>	Any expense not otherwise classified, such as program services	12,485	870,000	887,400
LINE 24:	TOTAL EXPENSE	64,485	6,588,108	7,350,370
	TOTAL NET REVENUE/EXPENSE	815,115	1,109,299	316,211

LINE 25: Include an itemized list for any of these lines that are >\$0.

If an amount is included for this line please provide additional information below.

Line 7 Includes: Income from Business Groups, Sponsorships, Foundations, Education Platform (edX)

Line 9 Includes: n/a

Line 11 Includes: n/a

Line 12 Includes: n/a

Line 15 Includes: Grants to support Partners and projects in connection to Consortium's work

Line 16 Includes: n/a

Line 23 Includes: Travel, Meetings, Events, Administrative & Legal, Systems & Equipment, Materials & Services, Miscellaneous



***** DRAFT *****

International World Wide Web Consortium ("W3C")

Member Agreement

CONSORTIUM PARTICIPATION AGREEMENT (the "Agreement") effective as of _____, by and between the Massachusetts Institute of Technology, having an office at 32 Vassar Street, 32-G519, Cambridge, Massachusetts 02139 ("MIT"); the European Research Consortium for Informatics and Mathematics, having an office at 2004, Route des Lucioles, BP 93, F-06902 Sophia Antipolis, France ("ERCIM"); Keio University having an office at 5322 Endo, Fujisawa, Kanagawa 252-0882, Japan ("KEIO"); Beihang University having an office at 37 Xueyuan Road, Haidian District, Beijing, 100083, China ("BEIHANG") (collectively, "Hosts"); and _____, having an office at _____ (the "Member").

WHEREAS, the Member wishes to participate in the International World Wide Web Consortium (the "Consortium"), the purposes of which are more fully set forth below and in the then-current version of Appendix 1 as approved by the Director (as defined below), which is hereby incorporated into this Agreement by reference, the current version of which exists at <http://www.w3.org/Consortium/Agreement/Appendix.html>.

WHEREAS, the Hosts have agreed to the Member's participation as a Member in the Consortium, subject to said terms and conditions; and

WHEREAS, the Member's participation in the Consortium and cooperation with Hosts under this Agreement will further the instruction and research objectives of Hosts in a manner consistent with their status as non-profit, tax-exempt institutions.

NOW, THEREFORE, MIT, ERCIM, KEIO, BEIHANG AND THE MEMBER AGREE AS FOLLOWS:

1. Purposes of Consortium.

The purposes of the Consortium are to support the advancement of information technology in the field of networking, graphics and user interfaces by evolving the World Wide Web toward a true information infrastructure, and to encourage cooperation in the industry through the promotion and development of standard interfaces in the information environment known as the "World Wide Web."

2. Membership

Fees for W3C Membership are found on the schedule at <https://www.w3.org/Consortium/fees>. The fee applicable to the Member is dependent on circumstances particular to the Member. Member warrants that it qualifies for the fee shown below.

All Members joining the Consortium will be assigned for administrative purposes to a Consortium Host. Members with a primary domicile in Europe, Africa and the Middle East, as defined by separate Agreements between the Hosts, shall be Members of the ERCIM Host. Members with a primary domicile in Japan or Korea shall be Members of the KEIO Host. Members with a primary domicile in China shall be Members of the BEIHANG Host. All other Members shall be Members of the MIT Host.

The Member hereby agrees to participate in the Consortium and to pay the applicable Initial Term Member Fee. The Initial Term Member Fee is due at the time the organization executes this Agreement. Except as provided for in this Agreement, the Member Fee is non-refundable and shall be payable to the Host to which the Member is assigned by the Consortium, in the currency stated.

3. Term of Membership.

The Initial Term of Membership ("Initial Term") shall begin the day this agreement is executed ("Effective Date") and shall continue in force for one (1) year from the first day of the calendar quarter in which the Effective Date falls ("Anniversary Date"). Thereafter, this Agreement shall automatically renew for successive one-year terms ("Renewal Terms") beginning on the Anniversary Date unless Hosts notify Member six (6) months prior to expiration of the then-current Renewal Term of their intent not to renew this Agreement, or in the event Member notifies Hosts of its intent not to renew the then-current term at least ninety (90) days prior to termination of the then-current Renewal Term. For all Renewal Terms, the Member agrees to pay an Annual Fee equal to the then-current applicable Initial Member Fee. The Annual Fee shall be due on or before the Anniversary Date for the applicable Renewal Term.

4. Rights and Obligations of MIT, ERCIM, KEIO and BEIHANG.

MIT, ERCIM, KEIO and BEIHANG shall have the following rights and obligations under this Agreement, which rights and obligations are more fully described in [Appendix 1](#):

- a. MIT, ERCIM, KEIO and BEIHANG shall use diligent efforts to provide the vendor-neutral architectural and administrative leadership required to accomplish the Consortium's goals.
- b. MIT, ERCIM, KEIO and BEIHANG shall use the Member Fees as outlined in [Appendix 1](#).
- c. MIT, ERCIM, KEIO and BEIHANG shall establish and maintain a committee comprised of one representative of each member organization (the "Advisory Committee"), which shall operate as set forth in [Appendix 1](#).
- d. Overall direction of the Consortium shall be the responsibility of an MIT-appointed Consortium Director ("Director"), who will act as chief architect for all specifications produced by the Consortium and who shall have the ultimate authority for all Consortium activities, as further set forth in [Appendix 1](#). ERCIM, KEIO and BEIHANG shall each appoint a Deputy Director who report to the Director and manage the development effort at ERCIM, KEIO and BEIHANG, respectively.
- e. MIT shall collect, maintain and distribute software and documentation created under the auspices of the Consortium, as set forth in [Appendix 1](#).

f. MIT, ERCIM, KEIO and BEIHANG shall establish and maintain Internet connection and computer resources to facilitate the work of, and permit the Member with Internet access to communicate effectively with, the Consortium.

5. Rights and Obligations of Member.

The Member shall have the following rights and obligations under this Agreement, which rights and obligations are more fully described in [Appendix 1](#):

a. The Member shall appoint one representative to serve on the Advisory Committee and to participate in the Standards Review Process.

b. The Member shall have the right to establish and maintain computer network links via the Internet with MIT, ERCIM, KEIO and BEIHANG sufficient to participate in Consortium activities.

c. The Member shall have access to software and documentation produced by the Consortium prior to release of such software and documentation to non-members, as set forth in [Appendix 1](#).

d. Subject to the restrictions contained in this Agreement, the Member may incorporate Consortium software and documentation into products at any time after release of the software and documentation to members of the Consortium has been approved by the Director. The Member shall not adopt or incorporate such software and documentation into products prior to such release.

e. The Member may volunteer staff members on short assignment to one or more Hosts, who will serve the Consortium as Visitors subject to the approval of the Director if to MIT, or the appropriate Deputy Director if to ERCIM, KEIO or BEIHANG. Visitors shall be under the direction of the Consortium Director if at MIT and the Consortium Deputy Director if at ERCIM, KEIO or BEIHANG. Hosts shall bear no legal responsibility for the activities of Visitors. In the event of a dispute or other problem arising in the working relationships between and among Visitors, the Director or Deputy Director, as applicable, shall use all reasonable efforts to resolve such problems.

f. If the Member has subsidiaries, the rights and privileges granted under this Agreement shall extend to all subsidiaries the voting stock of which is directly or indirectly at least fifty percent (50%) owned or controlled by the Member.

g. If the Member is itself a consortium, user society, or otherwise has members or sponsors, the rights and privileges granted under this Agreement extend only to the paid employees of the Member, not to its members or sponsors.

6. Use of Names.

The Member will not use the name of MIT, ERCIM, KEIO or BEIHANG and Hosts will not use the name of the Member in any form of publicity without written permission, which in the case of MIT shall be obtainable from the Director of the News Office; in the case of ERCIM from the Director of Promotion; in the case of KEIO from the Administrative Director of The Keio Research Institute at SFC; in the case of BEIHANG from the Institute of Science and Technology of Beihang University; and in the case of the Member from _____.

7. Intellectual Property Rights.

a. Rights of Publication.

MIT, ERCIM, KEIO, BEIHANG and the Member shall be free to use and publish any research results, ideas, algorithms, techniques and other information developed in connection with the Consortium during the term of this Agreement, except that intellectual property described in (b) and (c) below shall be subject to the licenses specified therein.

b. Ownership of Copyrights and Patents.

The Member agrees that all right, title and interest in and to any and all software and documentation created or developed, and in and to all patentable inventions conceived or first reduced to practice by solely by the MIT, its employees, consultants or students, or by Visitors at MIT, shall be owned by MIT. To the extent necessary, Member agrees to execute such assignment documents as may be required to vest title in MIT, at no expense to the Member.

The Member agrees that all right, title and interest in and to any and all software and documentation created or developed, and in and to all patentable inventions conceived or first reduced to practice, by ERCIM, its employees, consultants or students, or Visitors at ERCIM, shall vest in ERCIM. To the extent necessary, Member agrees to execute such assignment documents as may be required to vest title in ERCIM, at no expense to the Member.

The Member agrees that all right, title and interest in and to any and all software and documentation created or developed, and in and to all patentable inventions conceived or first reduced to practice, by KEIO, its employees, consultants or students, or Visitors at KEIO, shall vest in KEIO. To the extent necessary, Member agrees to execute such assignment documents as may be required to vest title in KEIO, at no expense to the Member.

The Member agrees that all right, title and interest in and to any and all software and documentation created or developed, and in and to all patentable inventions conceived or first reduced to practice, by BEIHANG, its employees, consultants or students, or Visitors at BEIHANG, shall vest in BEIHANG. To the extent necessary, Member agrees to execute such assignment documents as may be required to vest title in BEIHANG at no expense to the Member.

Except as provided above, patentable inventions and copyrighted materials developed jointly by MIT, ERCIM, KEIO, BEIHANG and Member during the course of Consortium activities shall be jointly owned. Each joint owner shall be entitled to exercise all rights of ownership as provided by law, without, however, an obligation of accounting from one to the other. Member acknowledges that all such jointly owned inventions, software or other copyrightable materials, or materials owned by Member made available by Member for Consortium activities, will be made available to the general public pursuant to the then-current W3C Software Notice and License (which exists at <http://www.w3.org/Consortium/Legal/copyright-software>). Specific exceptions may be made upon approval of the Director, with the advice of the Advisory Committee.

c. Licenses.

MIT, ERCIM, KEIO and BEIHANG agree to grant and hereby grant to Member a non-exclusive royalty-free, irrevocable, right and license to use, reproduce, modify, translate, distribute, publicly display and publicly perform all computer software and documentation described in Section 7 (b) throughout the world, subject to the notices with respect to copyright, trademarks, and disclaimer of liability which shall appear on all copies of the software and documentation provided to the Member by MIT, ERCIM,

KEIO or BEIHANG and which must be reproduced on each copy reproduced or distributed by the Member.

8. Notices.

All notices or other communications to or upon either party shall be in writing delivered by first class, air mail or facsimile, dispatched to or given at the following addresses:

For MIT:

MIT Office of the Vice President for Research
Research Administration Services
77 Massachusetts Avenue, Room NE18-901
Cambridge, MA 02139
UNITED STATES
Attn:ospaward@mit.edu

For ERCIM:

Philipp Hoschka
GEIE ERCIM Manager
2004, Route des Lucioles
Sophia Antipolis
F-06410 Biot
FRANCE

For KEIO:

Toshiko Hirota, Administrative Director
Keio Research Institute at SFC
Keio University/SFC
5322 Endo
Fujisawa, Kanagawa 252-0882
JAPAN

For BEIHANG:

Chunming Hu
W3C/Beihang Deputy Director
Institute of Science and Technology of Beihang University
37 Xueyuan Road
Haidian District
Beijing
100083
China

For the Member:

In the event notices and statements required under this Agreement are sent by certified or registered mail by one party to the party entitled thereto at its above address, they shall be deemed to have been given or made as of the date received.

9. Relationship of Parties.

The relationship of the parties under this Agreement shall be that of a voluntary association. The Consortium is not a separate legal entity, and this Agreement does not create a partnership or joint venture. Neither MIT, ERCIM, KEIO, BEIHANG nor the Member can bind the other or create any relationship of principal or agent.

10. Dissolution of Consortium; Termination.

MIT, ERCIM, KEIO and BEIHANG shall have the right, upon sixty (60) days prior written notice, to dissolve the Consortium, by terminating all Consortium Member Agreements.

11. DISCLAIMER OF WARRANTIES.

MIT, ERCIM, KEIO AND BEIHANG MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SOFTWARE OR DOCUMENTATION PROVIDED OR MADE AVAILABLE TO THE MEMBER, OR WITH RESPECT TO ANY STANDARD ENDORSED BY MIT, ERCIM, KEIO OR BEIHANG OR THE CONSORTIUM, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT SOFTWARE AND DOCUMENTATION DOES NOT INFRINGE THE PROPRIETARY RIGHTS OF THIRD PARTIES, INCLUDING PATENTS, COPYRIGHTS AND TRADE SECRETS. THE MEMBER AGREES THAT ALL SOFTWARE AND DOCUMENTATION SHALL BE ACCEPTED BY MEMBER "AS IS".

12. Limitation of Liability.

In the event of dissolution of the Consortium and termination of this Agreement by MIT, ERCIM, KEIO and BEIHANG pursuant to Section 10 hereof, the Member shall be entitled to receive, as its sole and exclusive remedy, a refund of any portion of the Member's duly paid and as-yet uncommitted Member Fee, and upon such refund, any further liability of MIT, ERCIM, KEIO and/or BEIHANG to the Member shall be extinguished. This remedy is in lieu of all other remedies, whether oral or written, express or implied. MIT's liability to the Member in the event of any other claim by Member shall be limited to the amount of the Member's duly paid Member Fee. In no event shall MIT, ERCIM, KEIO and/or BEIHANG be liable for any indirect, incidental, consequential, or special damages, including lost profits, sustained or incurred by the Member in connection with or as a result of its participation in the Consortium or under this Agreement.

13. Force Majeure.

If the performance of any obligation by MIT, ERCIM, KEIO and BEIHANG under this Agreement is prevented, restricted or interfered with by reason of natural disaster, war, revolution, civil commotion, acts of public enemies, blockade, embargo, strikes, any law, order, proclamation, regulation, ordinance, demand or requirement having a legal effect of any government or any judicial authority or representative of any such government, or any other act or event which is beyond the reasonable control of the party affected, then MIT, ERCIM, KEIO and BEIHANG shall be excused from such performance to the extent of such prevention, restriction, or interference, provided that MIT, ERCIM, KEIO and BEIHANG shall use reasonable commercial efforts to avoid or remove such causes of

nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed.

14. Export Controls.

The Member acknowledges that export and/or re-export from the United States, France, or Japan of technical data, computer software, laboratory prototypes and other commodities ("Controlled Commodities") may be subject to the export control laws and regulation of the United States (including the Arms Export Control Act, as amended, and the Export Administration Act of 1979 revised in 1985), of France, and of Japan, and that such laws and regulations could preclude or delay export of such Controlled Commodities. MIT 's, ERCIM's, KEIO's and BEIHANG's obligation hereunder are contingent on compliance with such applicable laws and regulations. Neither party will directly or indirectly export across any national boundary, or communicate or transfer to any third party, any Controlled Commodities without first obtaining any and all licenses that may be required from a cognizant agency of the United States government or the French or Japanese authorities, and/or any and all written assurances from the Member that it will not re-export or transfer such Controlled Commodities to certain foreign countries or third parties without prior approval of the cognizant government agency. While MIT, ERCIM, KEIO and BEIHANG agree to cooperate in securing any license which the cognizant agency deems necessary in connection with the export, re-export, transfer or communication of any Controlled Commodities, MIT, ERCIM, KEIO and BEIHANG cannot guarantee that such licenses will be granted.

15. Assignment.

Neither this Agreement nor any rights hereunder, in whole or in part, are assignable by the Member without the prior written consent of the Hosts. Any attempt to assign the rights, duties or obligations under this Agreement by the Member without such consent shall be a breach of this Agreement and shall be null and void.

16. Entire Agreement.

This Agreement, together with [Appendix 1](#), embodies the entire understanding between MIT, ERCIM, KEIO, BEIHANG and the Member for the Member's participation in the Consortium, and cancels and supersedes any other agreements, oral or written, entered into by the parties hereto as to its subject matter.

17. No Modifications.

This Agreement may be amended only by a writing signed by MIT, ERCIM, KEIO, BEIHANG and the Member.

18. Governing Law.

This Agreement shall be deemed to have been entered into and shall be interpreted and governed in all respects by the laws of The Commonwealth of Massachusetts and the United States of America.

19. Arbitration.

Any controversy or claim arising out of or relating to this Agreement, its execution or breach, and any damages allegedly suffered there from, first shall be submitted to friendly negotiation between the parties. Matters which cannot be resolved through negotiation shall be finally settled: (i) if the Member is organized or incorporated within any of the United States, under the Commercial Rules of Arbitration of the American Arbitration Association, by one (1) arbitrator appointed in accordance with said Rules, or (ii) if the Member is organized or incorporated outside the United States, under the Rules of Conciliation and Arbitration of the International Chamber of Commerce, by one (1) arbitrator appointed in accordance with said Rules. In any event, the place of arbitration shall be Cambridge, Massachusetts. The arbitrator shall determine the matters in dispute in accordance with the laws of the Commonwealth of Massachusetts pursuant to Section 18 of this Agreement. The English language shall be used throughout the proceedings. Any award, order or judgment pursuant to such arbitration may be entered and enforced in any court of competent jurisdiction. The Member agrees to submit to the jurisdiction of any such court for purposes of the enforcement of any such award, order or judgment.

20. Survivability.

The obligations of MIT, ERCIM, KEIO and BEIHANG and the Member under Sections 6, 7, 9, 11-14, 18, and 19 of this Agreement shall survive expiration or termination hereof, and shall continue hereafter in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives, effective as of the day and year first above written.

<p>For the four W3C hosts Massachusetts Institute of Technology</p> <p>By: _____ _____</p> <p>MIT Office of Sponsored Programs</p> <p>Date: _____</p>	<p>Member</p> <p>By: _____</p> <p>Title: _____</p> <p>Address: _____ _____</p> <p>Email: _____</p> <p>Date: _____</p>
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 *Ralph Swick*

swick@w3.org

\$Date: 2021/10/04 11:26:44 \$



You successfully submitted your Form 1023 user fee payment to Pay.gov and the details are below. You can expect to be contacted about your application by the IRS within 180 days from the date you submitted it. After 180 days, if you haven't been contacted, you can call the toll-free Customer Account Services number, Monday through Friday, 8 a.m. - 5 p.m. (local time), at 877-829-5500 to check on the status. You will need to provide your name, your employer identification number (EIN), and the date you submitted your application when calling.

Receipt

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Form Name: Application for Recognition of Exemption Under Section 501(c)(3)

Application Name: Form 1023

Payment Information

Payment Type: Debit or credit card

Payment Amount: \$600.00

Transaction Date: 12/23/2022 12:15:47 PM EST

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Account Information

Cardholder Name: Elisabeth Ponsano

Card Type: Visa

Card Number: *****6474