

The AiStandard.io Alliance Charter (Ai-AC)

The **Indian Society of Artificial Intelligence and Law (ISAIL)** is committed to fostering responsible development and standardisation of Artificial Intelligence (“AI”) in India. Recognizing the need for a structured approach to AI governance, the AiStandard.io Alliance Charter (hereinafter “**Ai-AC**”. “**Charter**”) outlines the **principles, objectives, and guidelines** for membership in the **AiStandard.io Alliance** (also known as **AI Standardisation Alliance**) (hereinafter “**Alliance**”), aiming to promote ethical AI practices and collaborative innovation.

Table of Contents

<i>Chapter 1 – Objectives and Scope</i>	3
Article 1 Scope of Application	3
Article 2 Definitions	3
Article 3 Principles of AI Standardisation	4
Article 4 Objectives of the Alliance	5
<i>Chapter 2 – Artificial Intelligence Standardisation Procedure</i>	5
Article 5 Standardisation Timeline.....	5
Article 6 Stakeholder Identification.....	7
Article 7 Use Case Classification, Tracking and Risk Analysis.....	8
Article 8 Stakeholder Collaboration.....	10
Article 9 Documentation of Committee Sessions	11
Article 10 Documentation Analysis and Preliminary Assessment	12
Article 11 Mid-Process Review Milestone	13
Article 12 The Interlocutory Authority of ISAIL.....	14
<i>Chapter 3 – Alliance Membership</i>	15
Article 13 Structure of Alliance Membership	15
Article 14 Tiers of Alliance Membership	16
Article 15 Benefits of Alliance Membership.....	17
<i>Chapter 4 – Grant System for All Tiers</i>	18
Article 16 Membership Grant System	18
Article 17 Period of Exemption	20
Article 18 Obligations for Alliance Members	21
Article 19 Limits to Exemptions	22
<i>Chapter 5 – AI Standardisation Alliance</i>	23
Article 20 Composition & Structure of the AI Standardisation Alliance.....	23
Article 21 Rights of Alliance Members.....	24

Article 22 Decision-Making and Voting Procedure	25
<i>Chapter 6 – Intellectual Property & Confidentiality</i>	26
Article 23 Intellectual Property Rights for Alliance Outputs	26
Article 24 Scope and Application of Confidentiality.....	26
Article 25 Guidelines for Use of AiStandard.io & ISAIL Branding and Content	27
<i>Chapter 7 – Collaboration, Outreach and Partnerships</i>	28
Article 26 Accepted Means & Procedures of Collaboration	28
Article 27 Terms of Collaboration with Incubators.....	29
Article 28 General Principles of Engagement in Good Faith.....	30
Article 29 Accepted Strategies for Promotional Activities	31
Article 30 Guidelines for Public Statements and Media Engagement	32
<i>Chapter 8 – Liability, Indemnification and Warranties</i>	33
Article 31 Anti-Bribery and Corruption	33
Article 32 Scope of Liability & Exclusions	34
Article 33 Indemnification	35
Article 34 Disclaimer of Warranties and Representations	35
<i>Schedule 1 – AI Standards Classification and Implementation</i>	37
<i>Schedule 2 – Outcome Document Drafting Guidelines for Committees</i>	40
<i>Schedule 3 – Standard Drafting and Adoption Process</i>	42
<i>Schedule 4 – Competition Law Guidelines</i>	43
<i>Schedule 5 – The Alliance Membership & Non-Disclosure Agreement Template</i>	44

Chapter 1 – Objectives and Scope

Article 1 | Scope of Application

This Charter governs all matters related to the **AiStandard.io Alliance** (also known as the **AI Standardisation Alliance**), unless otherwise specified by any other bylaws of the **Indian Society of Artificial Intelligence and Law (ISAIL)**.

The **Secretariat of ISAIL** shall have the authority to issue notifications regarding the applicability of this Charter, either in part or in full, and may determine when specific provisions shall come into effect, be suspended, or be modified in alignment with broader strategic objectives, regulatory requirements, or in the spirit of mutual cooperation with Alliance members.

Article 2 | Definitions

For the purposes of this Charter, the following terms shall have the meanings assigned to them unless otherwise specified:

- (1) **Advisory Council:** The “Advisory Council” is a body within ISAIL responsible for providing strategic guidance on AI standardisation activities. The Council may recommend stakeholders for inclusion in committees and offer expertise on agenda formation and stakeholder engagement strategies.
- (2) **Alliance:** The term “Alliance” refers to the AiStandard.io Alliance, also known as the AI Standardisation Alliance, established by the Indian Society of Artificial Intelligence and Law (ISAIL) to promote ethical AI practices, collaborative innovation, and responsible AI standardisation.
- (3) **AI Standards:** “AI Standards” refer to technical, commercial, legal, and ethical guidelines developed and maintained by the Alliance to govern the research, development, deployment, and use of artificial intelligence technologies. These standards are designed to ensure interoperability, scalability, sustainability, and ethical governance of AI systems across various industries.
- (4) **Committee:** A “Committee” refers to a formal group established within the AiStandard.io Alliance tasked with specific responsibilities related to AI standardisation. Committees may include technical experts from Member organizations and stakeholders who collaborate on drafting standards and conducting risk assessments.
- (5) **Confidential Information:** “Confidential Information” means any proprietary or sensitive information disclosed during Alliance activities, including but not limited to business strategies, technical data, research findings, intellectual property (IP), financial information, or any other data marked or identified as confidential by ISAIL or its members.
- (6) **Intellectual Property (IP):** “Intellectual Property” includes patents (whether applied for or granted), copyrights, trade secrets, know-how, designs, algorithms, databases, software code, inventions (whether patentable or not), and any other proprietary information related to AI technologies developed or shared within the Alliance framework.
- (7) **Members:** “Members” refers to entities that have been granted membership in the AiStandard.io Alliance under Chapter 3 of this Charter. Members may include Micro, Small

and Medium Enterprises (MSMEs), Start-ups, Research Labs, Open-Source Communities, Developer Associations, and Social Enterprises.

- (8) **Secretariat:** The “Secretariat” refers to the administrative body within ISAIL responsible for overseeing the operations of the AiStandard.io Alliance. The Secretariat manages stakeholder engagement processes, documentation protocols, compliance monitoring, and other logistical aspects of standardisation activities. This draft provides clear definitions for key terms used throughout the Charter and aligns with its objectives regarding AI standardisation processes.
- (9) **Stakeholders:** “Stakeholders” refers to individuals or entities that contribute to or are affected by the activities of the AiStandard.io Alliance. Stakeholders may include Members of the Alliance as well as external partners such as end-users, academic institutions, industry associations, civil society organizations, and government bodies.
- (10) **Standardisation Process:** The “Standardisation Process” refers to the structured approach adopted by the Alliance for developing AI Standards. It includes stakeholder identification (Article 6), use case classification (Article 7), risk analysis (Article 7), committee collaboration (Article 8), and documentation procedures (Articles 9-11).
- (11) **Use Case:** A “Use Case” refers to a specific instance or application of artificial intelligence technology that is classified and tracked by the Alliance for standardisation purposes. Use cases may be submitted by Members or stakeholders for evaluation based on technical viability, commercial potential, regulatory compliance, and ethical considerations.

Article 3 | Principles of AI Standardisation

- (1) Artificial Intelligence (hereinafter referred to as ‘AI’) Standards are established based on their technical, commercial, legal, and ethical imperatives, applicable at post-regulatory, regulatory, and pre-regulatory stages of governance. Therefore, a standard remains flexible and adaptable, retaining its nuanced purpose throughout its application.
- (2) AI Standards must be adaptable to different contexts, including varied economic, cultural, and regulatory environments.
- (3) AI Standards may be developed to promote interoperability between different AI systems and encourage collaboration across industries and regions.
- (4) AI Standards may be designed to be relevant across all industries, or they may have specific considerations for unique sector requirements.
- (5) AI Standards should be developed to prevent or minimise the creation of market hype cycles, reducing the risk of such cycles across economies.
- (6) AI Standards should be forward-looking, ensuring the long-term sustainability and scalability of AI technologies.

- (7) The development of AI Standards must be guided by prioritising credible AI applications and rigorously evaluate claims to avoid hype and ensure practical relevance.
- (8) AI Standards must be developed with the spirit to involve diverse stakeholders, including researchers, startups, industry experts, policymakers, and civil society, in the standardisation process to ensure transparency and accountability.
- (9) Recognising the inherent dignity and equal and inalienable rights of all individuals, AI Standards must be developed and implemented in a manner that upholds the principles of justice, equality, and inclusivity.

Article 4 | Objectives of the Alliance

The objectives of the Alliance are enumerated as follows:

- (1) To curate, develop, maintain and promote AI Standards in India, Asia (the Indo-Pacific) and the Global South.
- (2) To promote sustainable market practices & collaborative synergies associated with the research, development, use and proliferation of artificial intelligence technologies.
- (3) To represent organisations involved in the research, development and use of artificial intelligence technologies.
- (4) To advocate for sustainable evolution & transformation of artificial intelligence policy frameworks in India, Asia (the Indo-Pacific) and the Global South.

Chapter 2 – Artificial Intelligence Standardisation Procedure

Article 5 | Standardisation Timeline

- (1) This Article establishes the temporal framework for standardisation activities under Articles 5 through 12 of this Charter.
- (2) **Primary Timeline:** The standardisation process shall proceed through the following sequence, with each phase aligned to the appropriate governance stage as outlined in Schedule 1:
 - (a) Initial Phase (60 days):
 - (i) stakeholder identification under Article 6
 - (ii) use case classification under Article 7
 - (iii) stakeholder inclusion & agenda formation in a committee under Article 8
 - (b) Documentation Phase (90 days):
 - (i) committee documentation under Article 9
 - (ii) documentation analysis under Article 10

- (iii) mid-process review under Article 11
- (c) Review Phase (90 days):
 - (i) stakeholder review under Schedule 3
 - (ii) consultation process under Schedule 3
 - (iii) adoption framework application under Schedule 3
- (d) Implementation Phase (120 days):
 - (i) co-signing process under Article 12
 - (ii) effectiveness review under Schedule 3
 - (iii) enforcement protocols under Schedule 3
- (3) **Extensions:** The Secretariat may grant extensions where:
 - (a) based on the technical complexity of the standard type, as categorized in Schedule 1
 - (b) stakeholder consensus requires further consultation
 - (c) regulatory compliance necessitates extended review
- (4) Extensions shall not exceed:
 - (a) 60 days for any single phase
 - (b) 120 days for the total process
- (5) **Concurrent Activities:** Where appropriate, activities under different Articles may proceed concurrently, provided that:
 - (a) sequential dependencies are maintained
 - (b) quality is not compromised
 - (c) stakeholder engagement is not diminished
- (6) **Mandatory Intervals:** The following intervals may be observed:
 - (a) 14 days between major phase transitions
 - (b) 30 days for stakeholder review periods
 - (c) 21 days for documentation review cycles
- (7) **Timeline Modifications:** The Secretariat may modify timelines through formal notification to all parties. The justification to modify timelines should be documented, and refer stakeholder consultations, whose timelines need to be modified.
- (8) **Reporting Requirements:** Progress reports shall be submitted:
 - (a) at the completion of each phase
 - (b) when extensions are requested
 - (c) upon significant deviations from timeline

Article 6 | Stakeholder Identification

- (1) This Article establishes the framework for identifying and engaging stakeholders in the standardisation process.
- (2) Stakeholder categories shall be identified based on their relevance to the technical, commercial, legal, or ethical imperatives associated with the standard type as outlined in Schedule 1.
- (3) The following categories are recognised for stakeholder classification:
 - (a) **Primary Stakeholders** may include entities recognised to be eligible to become the Alliance Members of the Indian Society of Artificial Intelligence and Law
 - (b) **Secondary Stakeholders** may include but not limit to:
 - (i) end-users & business end-users
 - (ii) academic institutions
 - (iii) research organisations
 - (iv) industry associations
 - (v) civil society organisations
 - (vi) technical experts
 - (c) Categories may be modified as per paragraph (2) on the grounds of :
 - (i) standard type
 - (ii) industry requirements
 - (iii) technical complexity
 - (iv) scope of implementation
- (4) **Institutional Framework:** The ISAIL Secretariat shall:
 - (a) oversee the stakeholder identification process
 - (b) maintain stakeholder registry
 - (c) coordinate between committees
 - (d) ensure balanced representation
- (5) The Advisory Council and its Members may:
 - (a) Recommend agenda formation in a committee under Article 8
 - (b) recommend additional stakeholders
 - (c) review stakeholder composition
 - (d) suggest engagement strategies
 - (e) provide strategic guidance
- (6) The Committees may:
 - (a) identify sector-specific stakeholders
 - (b) propose engagement methods
 - (c) facilitate stakeholder participation & adopt an agenda
 - (d) monitor stakeholder involvement

- (7) **Identification Process:** The stakeholder identification process may include:
- (a) industry consultations
 - (b) public announcements
 - (c) targeted outreach
 - (d) expert recommendations
- (8) **Continuous Engagement:** Stakeholder participation may be initiated:
- (a) at any phase of the standardisation timeline under Article 5
 - (b) through formal expression of interest
 - (c) by committee recommendation
 - (d) through Secretariat invitation
- (9) Acceptance of new stakeholders shall be:
- (a) processed in order of expressed interest
 - (b) based on available capacity
 - (c) subject to relevance assessment
 - (d) aligned with existing stakeholder composition
- (10) The Secretariat may:
- (a) establish waiting lists when capacity is reached, if required
 - (b) prioritise critical stakeholder categories
 - (c) adjust participation limits as needed
 - (d) facilitate phased integration of new stakeholders
- (11) **Documentation:** The Secretariat shall maintain:
- (a) stakeholder profiles
 - (b) engagement records
 - (c) participation history
- (12) The stakeholder framework may be reviewed annually upon significant market changes at the Advisory Council's recommendation.

Article 7 | Use Case Classification, Tracking and Risk Analysis

- (1) **The AI Development Committee** shall classify use cases based on the following categories:
- (a) **Start-ups:** AI initiatives driven by early-stage companies or entrepreneurs.
 - (b) **MSMEs (Micro, Small, and Medium Enterprises):** AI solutions developed by small to medium-sized businesses.
 - (c) **Research Labs:** AI projects emerging from academic or private research institutions.
 - (d) **Social Enterprises:** AI applications aimed at addressing social challenges or promoting public welfare.
 - (e) **Developer Community:** Contributions from open-source developers or independent AI practitioners.

- (2) **The Policy Innovation Committee** shall classify use cases based on the following problem types:
- (a) **Regulatory Problems:** Issues related to existing or emerging regulatory frameworks.
 - (b) **Adjudicatory Problems:** Legal disputes or challenges involving AI systems.
 - (c) **Policy Problems:**
 - (i) **Commercial Viability Problems:** Concerns about the market feasibility of AI solutions.
 - (ii) **Risk Problems:** Potential risks posed by AI systems to society, individuals, or institutions.
 - (d) **Strategy Problems:**
 - (i) **Knowledge Management Problems:** Challenges in managing and disseminating knowledge within AI ecosystems.
 - (ii) **Technology Management Problems:** Issues related to the governance, control, and deployment of AI technologies.
 - (e) **Technical Problems:**
 - (i) **Technical Viability Problems:** Concerns about whether an AI solution is technically feasible or scalable.
- (3) **Imperative Alignment:** The Committees shall document how each use case aligns with the four imperatives outlined in Schedule 1.
- (4) **Risk Assessment Framework:** Each classified use case shall undergo a comprehensive risk analysis that evaluates:
- (a) **Technical Risks:**
 - (i) Implementation complexity
 - (ii) System reliability
 - (iii) Scalability challenges
 - (b) **Operational Risks:**
 - (i) Resource availability
 - (ii) Stakeholder readiness
 - (iii) Integration challenges
 - (c) **Strategic Risks:**
 - (i) Market adoption barriers
 - (ii) Competitive threats
 - (iii) Long-term viability concerns
 - (d) **Compliance Risks:**
 - (i) Regulatory conflicts
 - (ii) Legal liabilities
- (5) The Committees may consider documenting mitigation strategies for any risks identified as per paragraph (4).
- (6) **Cross-Cutting Considerations:** The Committees shall consider and document any cross-cutting factors that may influence multiple imperatives or governance stages. These may include:
- (a) Overlapping technical and legal challenges that require multi-disciplinary solutions.

- (b) Ethical concerns that intersect with commercial viability or regulatory compliance.
 - (c) Strategic risks that could affect both market adoption and long-term sustainability.
- (7) **Documentation Requirements:** The Committees **may** maintain records for each use case, including:
- (a) The rationale behind its classification under either the AI Development Committee, the Policy Innovation Committee, or any other designated ISAIL Committee.
 - (b) How the use case aligns with the technical, commercial, legal, and ethical imperatives as outlined in Schedule 1.
 - (c) A summary of the key risks identified and any proposed mitigation strategies.
 - (d) Any cross-cutting considerations that could influence multiple imperatives or governance stages.
- (8) Documentation as per paragraph (7) **should** be updated at important milestones in the standardisation process to reflect any significant changes in classification, risk status, or alignment with the imperatives.

Article 8 | Stakeholder Collaboration

- (1) **Purpose:** This Article establishes the framework for forming agendas in committee sessions and ensuring meaningful stakeholder participation throughout the standardisation process, without duplicating the stakeholder identification process detailed in Article 6.
- (2) **Agenda Formation:** The agenda for each committee session shall be developed based on:
- (a) the specific objectives of the standardisation phase;
 - (b) input from the Advisory Council, as outlined in Article 6(5)(a);
 - (c) recommendations from stakeholders, where applicable;
 - (d) emerging issues or challenges identified during prior sessions.
- (3) The Committees may:
- (a) adopt a flexible agenda to accommodate new topics raised by stakeholders during the session;
 - (b) prioritize agenda items based on their relevance to the technical, commercial, legal, or ethical imperatives outlined in Schedule 1.
- (4) **Stakeholder Participation in Committee Sessions:**
- (a) Stakeholders identified under Article 6 may participate in committee sessions at various stages of the standardisation process, as per their relevance to the agenda items.
 - (b) Stakeholders may be invited to:
 - (i) present their perspectives on specific agenda items;
 - (ii) provide technical or policy insights relevant to ongoing discussions;
 - (iii) contribute to decision-making processes when appropriate.
 - (c) The Committees shall ensure that:

- (i) stakeholder participation is balanced and representative of diverse viewpoints;
 - (ii) key stakeholders are notified of upcoming sessions with sufficient time to prepare contributions;
 - (iii) participation is aligned with the stakeholder engagement strategies outlined in Article 6.
- (5) The Secretariat shall maintain records of stakeholder participation during committee sessions, including:
- (a) attendance records;
 - (b) contributions made by stakeholders during discussions;
 - (c) any formal recommendations or feedback provided by stakeholders.
- (6) Participation history shall be documented at key stages of the standardisation process, including:
- (a) **Initial Consultation Phase:** To record early-stage contributions and feedback.
 - (b) **Mid-Process Review:** To document ongoing engagement and any shifts in stakeholder perspectives.
 - (c) **Final Adoption Phase:** To ensure all relevant stakeholders had an opportunity to contribute before final decisions are made.
- (7) **Continuous Stakeholder Engagement:** Stakeholders may continue to engage with committees throughout the standardisation timeline as per Article 5, with participation being initiated through:
- (a) formal expressions of interest,
 - (b) invitations from the committees,
 - (c) recommendations from other stakeholders or the Secretariat.
- (8) The Committees may adjust participation limits based on:
- (a) available capacity,
 - (b) relevance to specific agenda items,
 - (c) strategic importance of stakeholder input.

Article 9 | Documentation of Committee Sessions

- (1) This Article governs the documentation requirements for all committee sessions and their outcomes. All documentation must adhere to the standards outlined in **Schedule 2** of the Charter.
- (2) The **Secretariat** shall:
- (a) Maintain a central repository for all committee documentation.
 - (b) Issue and update standardized document templates as required.
 - (c) Oversee the **AISTANDARDIO** numbering system to ensure proper sequencing and avoid duplication.

- (d) Monitor compliance with documentation standards as outlined in Schedule 2.
- (3) **Committee Chairpersons** shall:
 - (a) Designate appropriate roles for documentation during each session.
 - (b) Ensure timely completion and submission of outcome documents.
 - (c) Conduct quality control checks on submitted documents to ensure they meet required standards.
- (4) **Confidentiality and Access:** Documents shall be classified into three categories:
 - (a) **Public:** Available for general access.
 - (b) **Committee-only:** Restricted to committee members and relevant stakeholders.
 - (c) **Restricted:** Limited to specific individuals or groups due to confidentiality concerns.
- (5) The Secretariat shall establish clear access protocols for each classification level, ensuring that access rights are properly managed.
- (6) **Documentation Timeline:**
 - (a) Draft outcome documents shall be prepared and circulated within **7 working days** following the committee session.
 - (b) Review and approval of the draft documents must be completed within **14 working days** of their initial submission.

Article 10 | Documentation Analysis and Preliminary Assessment

- (1) This Article governs the process of analysing and assessing committee documentation after sessions, ensuring that all documents meet the required standards and align with the strategic objectives of the AI Standardisation Alliance.
- (2) **Initial Documentation Review:** The Secretariat shall conduct an initial review of all submitted documents to ensure:
 - (a) Compliance with Schedule 2 guidelines.
 - (b) Proper classification under the AISTANDARDIO numbering system.
 - (c) Completeness of the documentation, including all required sections (e.g., executive summaries, technical details, policy implications).
- (3) The Secretariat may request revisions or additional information from the committee chairpersons if any gaps or inconsistencies are identified during the initial review.
- (4) **Technical and Policy Analysis:**
 - (a) **Technical Analysis:** For documents produced by the AI Development Committee, a thorough technical analysis may be considered to evaluate:
 - (i) Feasibility of proposed AI solutions.
 - (ii) Scalability and interoperability of technical frameworks.
 - (iii) Alignment with existing AI standards and emerging technologies.

- (b) **Policy Analysis:** For documents produced by the Policy Innovation Committee and Strategic Affairs Committee, a policy analysis may be considered to evaluate:
 - (i) Regulatory compliance and potential legal implications.
 - (ii) Impact on current policy frameworks.
 - (iii) Alignment with ethical standards, particularly those outlined in Schedule 1.
- (5) **Risk Identification and Mitigation:** During the analysis phase, any potential risks identified in the documentation should be documented, including:
 - (a) Technical risks related to implementation or scalability.
 - (b) Legal or regulatory risks.
 - (c) Ethical risks concerning fairness, transparency, or data privacy.
- (6) **Preliminary Recommendations:** Based on the analysis, preliminary recommendations can be made regarding:
 - (a) The readiness of the document for stakeholder review.
 - (b) Any revisions required before proceeding to further phases.
 - (c) Suggested areas for further research or consultation.
- (7) Once all revisions have been made and approved by the Secretariat, documents shall be prepared for stakeholder review as outlined in Article 12.

Article 11 | Mid-Process Review Milestone

- (1) This Article outlines the process for conducting a mid-process review to assess the progress of the standardisation process and identify any potential issues early on.
- (2) A mid-process review shall be conducted once the initial documentation and stakeholder engagement have been completed, but before the final draft of the standard is prepared.
- (3) The review should take place at approximately the halfway point of the standardisation timeline, as outlined in Article 5.
- (4) **Review Objectives:** The mid-process review aims to:
 - (a) Assess progress made so far in developing the draft standard.
 - (b) Identify any challenges or roadblocks that may affect the timeline or quality of the standard.
 - (c) Ensure that stakeholder feedback has been properly integrated into the draft.
 - (d) Confirm alignment with technical, commercial, legal, and ethical imperatives as outlined in Schedule 1.
- (5) **Review Process:** During the review, participants shall:
 - (a) Discuss progress on each section of the draft standard.
 - (b) Address any feedback or concerns raised by stakeholders.
 - (c) Identify areas where additional research or revisions may be needed.

- (d) Adjust timelines if necessary to accommodate any changes.
- (6) Following the mid-process review, a summary report shall be prepared that includes:
 - (a) An overview of progress made so far.
 - (b) Any identified challenges or issues.
 - (c) Recommendations for next steps, including any revisions to the draft standard.
 - (d) Adjustments to timelines, if needed.
- (7) This report shall be shared with all relevant parties, including committee members and stakeholders, to ensure transparency and alignment moving forward.

Article 12 | The Interlocutory Authority of ISAIL

- (1) **Mandate and Authority:** ISAIL shall serve as the interlocutory body for standardisation agreements, exercising its authority through:
 - (a) validation of standards against established frameworks;
 - (b) facilitation of multi-stakeholder agreements; and
 - (c) oversight of implementation protocols.
- (2) **Co-signing Framework:** ISAIL's co-signing authority shall extend to:
 - (a) bilateral standardisation agreements between stakeholders;
 - (b) multilateral implementation protocols;
 - (c) technical cooperation frameworks; and
 - (d) cross-jurisdictional standardisation arrangements.
- (2) Co-signing shall be contingent upon:
 - (a) comprehensive due diligence of participating entities;
 - (b) verification of technical and operational capabilities;
 - (c) assessment of long-term sustainability; and
 - (d) evaluation of potential systemic impacts.
- (3) **Agreement Architecture:**
 - (a) Standardisation agreements shall incorporate:
 - (i) explicit delineation of roles and responsibilities;
 - (ii) technical specifications and compliance frameworks;
 - (iii) dispute resolution mechanisms;
 - (iv) performance monitoring protocols; and
 - (v) review and adaptation provisions.
 - (b) Agreements shall specify:
 - (i) implementation timelines;
 - (ii) resource allocation frameworks;
 - (iii) risk management protocols; and

- (iv) knowledge transfer mechanisms.
- (4) **Stakeholder Integration:** The Secretariat is empowered to establish if may be required:
 - (a) stakeholder coordination through dedicated liaison offices;
 - (b) technical working groups for implementation support;
 - (c) knowledge-sharing platforms; and
 - (d) capacity-building initiatives.
- (5) **Governance Framework:** ISAIL may establish:
 - (a) oversight committees for agreement monitoring;
 - (b) technical advisory panels;
 - (c) stakeholder consultation mechanisms; and
 - (d) compliance verification protocols.
- (6) **Documentation and Record-Keeping:** ISAIL is empowered to maintain:
 - (a) comprehensive agreement repositories;
 - (b) implementation tracking systems;
 - (c) stakeholder engagement records; and
 - (d) performance monitoring databases.

Chapter 3 – Alliance Membership

Article 13 | Structure of Alliance Membership

The following categories of entities, in line with national laws, are eligible to apply for the Alliance Membership of the Indian Society of Artificial Intelligence and Law:

- (1) **Micro, Small and Medium Enterprises:** Micro, Small, and Medium Enterprises eligible for Alliance Membership are business entities that operate with varying levels of scale and resources. These enterprises typically engage in commercial activities related to AI development, services, or product offerings.
- (2) **Start-ups:** Start-ups eligible for Alliance Membership are newly established business entities that focus on innovation and growth, particularly in the field of artificial intelligence. These entities are typically in the early stages of development and aim to scale their operations rapidly.
- (3) **Research Labs:** Research Labs eligible for Alliance Membership must fall under one of the following categories based on their organizational structure, with a focus on AI technologies that are at a pre-commercial stage or are not yet developed into existing products:
 - (a) **Academic/Research Institutions:** Research labs that are part of recognized universities, colleges, or other academic institutions, focusing on developing AI

technologies that are still in the research phase and have not yet reached commercial viability.

- (b) **Independent Research Organizations:** Research labs that operate as independent entities, either as non-profit organizations or similar structures, engaged in AI research and development activities that are pre-commercial and not intended for immediate productization.
 - (c) **Scientific and Industrial Research Organizations (SIROs):** Research labs recognized for conducting scientific or industrial research activities, particularly focused on AI technologies that are in the early stages of development and have not yet been commercialized.
 - (d) **Private Research Labs:** Research labs that operate as private entities, typically structured as companies engaged in research and development activities related to AI technologies that are still in the experimental or prototype phase and have not yet become market-ready products.
- (4) **Open-Source Communities and Associations:** Open-Source Communities and Associations eligible for Alliance Membership are collaborative groups that contribute to the development of open-source software or AI technologies. These communities operate based on principles of transparency, collaboration, and open access to technology. To qualify for Alliance Membership, a minimum of 3 to 5 individual members from these communities must be registered as individual members of the Indian Society of Artificial Intelligence and Law (ISAIL).
- (5) **Developer Communities and Associations:** **Developer Communities and Associations** eligible for Alliance Membership consist of groups or organizations that bring together software developers, engineers, and technologists to collaborate on AI-related projects. These communities may focus on skill development, knowledge sharing, or collaborative coding efforts. To qualify for Alliance Membership, a minimum of **10 individual members** from these communities must be registered as individual members of the **Indian Society of Artificial Intelligence and Law (ISAIL)**.
- (6) **Social Enterprises:** **Social Enterprises** eligible for Alliance Membership are organizations that prioritize social impact over profit. These entities leverage innovative approaches, including AI technologies, to address societal challenges such as education, healthcare, environmental sustainability, or poverty alleviation. Eligible social enterprises may include **Non-Governmental Organizations (NGOs), Self-Help Groups (SHGs), charities, donor organizations**, and other entities that operate with a mission-driven focus on creating positive social change.

Article 14 | Tiers of Alliance Membership

- (1) The following categories of entities are eligible to apply for Alliance Membership, subject to the payment of their respective membership fee tiers:

- (a) **Micro, Small, and Medium Enterprises (“MSMEs”):**
 - (i) **Micro Enterprises:** Micro Enterprises shall be required to pay a membership fee of **₹10,000** for a period of **1 year**.
 - (ii) **Small Enterprises:** Small Enterprises shall be required to pay a membership fee of **₹15,000** for a period of **1 year**.
 - (iii) **Medium Enterprises:** Medium Enterprises shall be required to pay a membership fee of **₹25,000** for a period of **1 year**.
 - (b) **Start-ups:**
 - (i) **Start-ups incorporated for 1-5 years:** Start-ups incorporated for **1-5 years** shall be required to pay a membership fee of **₹5,000** per year.
 - (ii) **Start-ups incorporated for more than 5-10 years:** Start-ups incorporated for **less than 10 years** shall be required to pay a membership fee of **₹15,000** per year (provided you are recognised as a startup by Government of India/ any relevant government of domicile).
 - (c) **Research Labs:** Research Labs shall be required to pay a membership fee of **₹20,000** for a period of **5 years**.
 - (d) **Social Enterprises:** Social Enterprises shall be required to pay a membership fee of **₹30,000** for a period of **2 years**.
 - (e) **Open-Source Communities:** Open-Source Communities shall be eligible for **free** membership in the Alliance, in recognition of their contribution to the development and promotion of open-source technologies and practices.
 - (f) **Developer Associations:** Developer Associations shall be required to pay a membership fee of **₹5,000** per year.
- (2) The **Secretariat** and the **Governing Body** of the Alliance reserves the **right to review and adjust the membership fee tiers** for **each category of entities**, as deemed necessary, to ensure the sustainability and effectiveness of the Alliance’s activities and initiatives. The Governing Body may also consider providing discounts, waivers, or alternative arrangements for membership fees in exceptional circumstances, as determined on a case-by-case basis.

Article 15 | Benefits of Alliance Membership

The benefits of Alliance Membership shall be made available to all members and will be regularly updated and published on the ISAIL website. These benefits are subject to periodic review and may be modified or expanded in alignment with the evolving objectives and needs of the AiStandard.io Alliance. Members will be notified of any significant changes to the benefits.

Article 16 | Membership Grant System

- (1) **Start-ups:** AI-focused start-ups incorporated for less than 3 years, primarily operating in India, Asia (Indo-Pacific), or the Global South, and meeting at least one of the following criteria may be eligible for exemption:
 - (a) **Start-ups** that are registered and actively filing tax returns will **not** be eligible for exemptions.
 - (b) However, entities that are not yet fully operational or not engaged in filing tax returns may still be considered for exemptions if they demonstrate significant contributions to the objectives of the Alliance, such as innovation in AI or social impact.

- (2) **Research Labs:**
 - (a) AI-focused research labs with an annual budget below ₹ 50L, affiliated with academic institutions or non-profit organisations, primarily conducting research in India, Asia (Indo-Pacific), or the Global South, and demonstrating significant research contributions in the field of AI through publications in internationally acclaimed journals, patent application approvals, or patents received in the given financial year may be eligible for exemption.
 - (b) Research labs that have received recognition or awards from reputable AI organisations or conferences based on a comprehensive assessment of their research quality, impact, and innovation may also be considered for exemption. The recognition assessment will take into account factors such as:
 - Peer recognition and citations of the research lab’s work
 - Significance and novelty of the research contributions
 - Potential impact of the research on the field of AI and society
 - Collaboration with industry partners or other research institutions
 - Engagement in knowledge sharing and community building activities

- (3) **Social Enterprises:**
 - (a) AI-focused social enterprises, registered as non-profit or charitable entities, primarily operating in India, Asia (Indo-Pacific), or the Global South, and demonstrating a significant and measurable impact through the development and deployment of AI technologies for social good may be eligible for exemption. The AI-focused deliverables of the social enterprise should address specific challenges in sectors such as:
 - Healthcare
 - Education
 - Agriculture
 - Financial Inclusion
 - Disaster Management
 - (b) The social enterprises seeking exemptions should provide detailed documentation of their AI-focused projects, including the problem statement, target beneficiaries, AI technologies employed, and measurable impact metrics.

(2) **Exemption Criteria for Entities Based in Least Developed Countries (“LDCs”):** Entities based in countries classified as Least Developed Countries (LDCs) by the United Nations may be eligible for exemption from membership fees, subject to the following criteria:

- (a) The entity must be registered and primarily operating in a country that is currently designated as an LDC by the United Nations Committee for Development Policy (CDP).
- (b) The entity must fall under one of the following categories: MSMEs, Start-ups, Research Labs, or Social Enterprises, as defined in the Alliance’s membership categories.
- (c) The entity must be engaged in AI-related activities, such as research, development, deployment, or advocacy, aligned with the Alliance’s objectives and principles.
- (d) The entity must demonstrate financial constraints or hardship that limit its ability to pay the applicable membership fees, as determined by the Alliance’s governing body on a case-by-case basis.
- (e) The entity must commit to fulfilling the special obligations for exempted entities, as outlined in the Alliance’s membership agreement, to actively contribute to the Alliance’s objectives and the development of the AI ecosystem in their respective countries and regions.

(3) Entities seeking exemption from membership fees must provide the following documentation to support their eligibility:

- (a) Start-ups:
 - Patent filings, algorithm descriptions, or dataset documentation demonstrating the start-up’s intellectual property portfolio related to their AI innovations
- (b) Research Labs:
 - Affiliation certificates or registration documents confirming the research lab’s association with academic institutions or non-profit organisations
 - Audited financial statements or budget reports demonstrating an annual budget below ₹ 50L
 - Published research papers in internationally acclaimed journals, patent application approvals, or granted patents in the field of AI during the given financial year
 - Award certificates or recognition letters from reputable AI organisations or conferences
 - Citation reports or bibliometric analysis demonstrating the impact and peer recognition of the research lab’s work
 - Documentation of collaborative projects with industry partners or other research institutions
 - Evidence of engagement in knowledge sharing and community building activities, such as organizing workshops, conferences, or training programs

(c) Social Enterprises:

- Registration certificates confirming the social enterprise's status as a non-profit or charitable entity
- Impact assessment reports or case studies demonstrating the significant and measurable social impact achieved through the deployment of AI technologies
- Testimonials or endorsements from beneficiaries, community leaders, or domain experts validating the social enterprise's work and impact

Article 17 | Period of Exemption

- (1) The exemption period for all categories of entities (Start-ups, Research Labs, and Social Enterprises) shall be valid for **two years** from the date of approval by the Alliance's governing body.
- (2) After the completion of the two-year exemption period, entities may apply for re-exemption for a maximum of **two additional terms, each term lasting one year**. To qualify for re-exemption, entities must provide updated documentation demonstrating their continued eligibility based on the specified criteria and their fulfilment of the special obligations during the previous exemption period.
- (3) The maximum total duration of exemption, including the **initial two-year period** and any subsequent re-exemption terms, **shall not exceed four years**. After the completion of the maximum exemption duration, entities must apply for regular membership in the Alliance, subject to the applicable membership fees and requirements.
- (4) **During the exemption period and any subsequent re-exemption terms, entities must promptly notify the Alliance's governing body of any significant changes in their revenue, budget, or other eligibility criteria that may impact their exemption status.** To ensure continued eligibility, entities are expected to provide supporting documentation, including financial records or other relevant filings, as part of their regular compliance reporting. The Secretariat and the Governing Body of the Alliance reserve the right to review and revoke the exemption status at any time if the entity fails to meet the eligibility criteria or fulfil the special obligations.
- (5) In exceptional circumstances, such as a global pandemic or economic crisis, the Alliance's governing body may consider granting a **one-time extension** of the exemption period for up to **one additional year**, on a **case-by-case basis**. This extension shall be based on the entity's demonstration of hardship and continued commitment to AI development and deployment aligned with the Alliance's objectives. The extension shall not exceed the maximum total duration of exemption as specified in paragraph (3).
- (6) Entities that have completed their exemption period and any subsequent re-exemption terms, and do not qualify for regular membership, may choose to apply for associate membership or observer status, subject to the applicable fees and requirements as determined by the Alliance's governing body.
- (7) The Alliance's governing body shall provide guidance and support to facilitate the transition of exempted entities to regular membership or other suitable membership categories, recognizing their contributions and potential for continued engagement in the AI ecosystem.

Article 18 | Obligations for Alliance Members

- (1) **General Obligations:** All members of the Alliance, regardless of their category or exemption status, shall adhere to the following general obligations:
 - (a) Members shall comply with the Charter of the Alliance, and the bylaws of the Indian Society of Artificial Intelligence and Law.
 - (b) Members shall actively participate in the Alliance’s meetings, events, and initiatives, contributing insights, expertise, and resources to advance the Alliance’s objectives.
 - (c) Members shall engage in collaborative projects, knowledge sharing, and peer learning opportunities with other Alliance members to foster innovation and address common challenges.
 - (d) Members shall provide regular updates and reports on the progress, achievements, and challenges related to their AI initiatives, in line with the Alliance’s reporting requirements.
 - (e) Members are encouraged to maintain openness about their AI development and deployment practices, sharing relevant information with the Alliance and its stakeholders when appropriate.
 - (f) Members shall pay the applicable membership fees and financial contributions as determined by the Alliance’s governing body, based on the entity’s category and tier.
 - (g) Members shall support the Alliance’s financial sustainability and resource mobilisation efforts, exploring opportunities for joint funding, partnerships, or sponsorships.
 - (h) Members shall respect the intellectual property rights of other Alliance members and third parties, adhering to the Alliance’s policies on IP sharing, licensing, and attribution.
 - (i) Members shall maintain confidentiality of sensitive information shared within the Alliance, in accordance with the confidentiality agreements and non-disclosure provisions.

- (2) **Special Obligations for Exempted Entities:** In addition to the general obligations outlined in paragraph (1), exempted entities shall fulfil the following special obligations:
 - (a) Detailed Reporting:
 - Exempted entities shall provide more comprehensive and frequent reporting on their AI initiatives, including detailed project plans, progress updates, impact assessments, and lessons learned.
 - Exempted entities shall share case studies, success stories, and challenges encountered in their AI development and deployment journey, for the benefit of the wider Alliance community.
 - (b) Mentorship and Knowledge Sharing:
 - Exempted entities shall actively participate in mentorship programs, offering guidance and support to other Alliance members and individual members, particularly those in the early stages of their AI adoption journey.

- Exempted entities shall contribute to the development of knowledge resources, such as whitepapers, tutorials, or best practice guides, sharing their expertise and experiences with the Alliance community.
- (c) Capacity Building:
- Exempted entities shall support the Alliance’s capacity building efforts, including but not limited training programs, workshops, or hackathons, by providing resource persons, technical expertise, or infrastructure support.
 - Exempted entities shall collaborate with academic institutions, research organisations, or skill development agencies to foster AI talent and skills development in their respective regions or domains.
- (d) Advocacy and Outreach:
- Exempted entities shall participate in outreach and advocacy initiatives, such as public awareness campaigns, policy dialogues, or stakeholder consultations, to advance responsible AI adoption and innovation.
- (e) Impact Assessment and Evaluation:
- Exempted entities shall conduct regular impact assessments and evaluations of their AI initiatives, using rigorous methodologies and metrics aligned with the Alliance’s impact framework.
 - Exempted entities shall share the findings and recommendations from their impact assessments with the Alliance, contributing to the collective learning and evidence base on AI for social good.
- (3) **Compliance and Enforcement:** The Alliance’s governing body in cooperation with the ISAIL Secretariat shall be responsible for monitoring and enforcing compliance with the obligations outlined in this Article. Members found to be in breach of their obligations may be subject to sanctions, including suspension or termination of their membership, as determined by the governing body in accordance with the Alliance’s bylaws and procedures.

Article 19 | Limits to Exemptions

- (1) To ensure the financial sustainability and fair representation of the Alliance, the total number of exemptions granted across all categories of eligible entities shall be capped at a maximum of **30%** of the Alliance’s total membership, or **60 exemptions**, whichever is lower.
- (2) This cap shall be reviewed and adjusted by the Alliance’s governing body on an annual basis, considering the Alliance’s financial health, membership composition, and strategic priorities.
- (3) The cap on total exemptions shall be allocated among the different categories of eligible entities as follows:
 - (a) Start-ups: Up to 20 exemptions
 - (b) Research Labs: Up to 20 exemptions
 - (c) Social Enterprises: Up to 10 exemptions
 - (d) Entities based in Least Developed Countries (LDCs): Up to 10 exemptions

- (4) If the number of eligible exemption applications in any category exceeds the allocated cap, the Alliance’s governing body shall prioritise the applications based on the following factors:
- (a) The entity’s potential impact and contribution to the development of responsible AI practices in their respective sectors, regions, or countries.
 - (b) The entity’s demonstrated commitment to the Alliance’s objectives and principles, as evidenced by their proposed activities and engagement plan.
 - (c) The entity’s financial need and lack of alternative funding sources to support their participation in the Alliance.

Chapter 5 – AI Standardisation Alliance

Article 20 | Composition & Structure of the AI Standardisation Alliance

- (1) **Governing Body:** The AI Standardisation Alliance shall be governed by a Governing Body consisting of the following members:
- (a) President
 - (b) Vice-President
 - (c) Chairperson, ISAIL
 - (d) Secretary-General, ISAIL
 - (e) President, Advisory Council
 - (f) Vice-President, Advisory Council
 - (g) 1-2 Members of the Secretariat
- (2) **Interim Governing Body:** In the absence of a duly constituted Governing Body, the ISAIL Secretariat shall serve as the interim Governing Body of the Alliance. The Chairperson of ISAIL shall assume the role of the President of the Alliance, and one or two members of the ISAIL Secretariat shall be appointed as the interim Vice-Presidents of the Alliance at the discretion of the Chairperson or the Board of Trustees of ISAIL.
- (3) **Representation Committees:** The Alliance shall establish the following **Representation Committees** to facilitate sector-specific advocacy and ensure that diverse interests are represented in the development and implementation of AI standards:
- (a) **ISAIL Enterprises Coordination Committee (ECC):**
 - (i) Members: Start-ups, Social Enterprises, and MSMEs.
 - (ii) Objective: To represent the interests of smaller enterprises and ensure that AI standards are adaptable and commercially viable for these sectors.
 - (b) **ISAIL Research Labs Coordination Committee (RLCC):**
 - (i) Members: Research Labs.
 - (ii) Objective: To advocate for research-driven AI development, ensuring that standards support innovation and technical feasibility.

- (c) **ISAIL Technical Associations Committee (TAC):**
 - (i) Members: Open Source Communities and Developer Communities.
 - (ii) Objective: To promote interoperability across AI systems and ensure that open-source initiatives are considered in the standardisation process.
- (4) Each Representation Committee as per paragraph (3) shall have a designated liaison officer from ISAIL’s Secretariat to ensure alignment with broader strategic objectives under Schedule 4 of the Bharat Pacific Charter.
- (5) **Working Groups and Ad Hoc Committees:** The Alliance shall have the mandate to establish **Working Groups** within the ISAIL Technical Committees and **Ad Hoc Ethics & Review Committees (technical committees)** as per the **Schedule 2 of The Bharat Pacific Charter** as necessary to fulfil its objectives.
- (6) These groups as per paragraph (5) will focus on specific issues related to AI standardisation and will operate under the following principles:
 - (a) **Contextual Adaptability:** Ensuring that AI standards can adapt to diverse economic, cultural, and regulatory environments as outlined in Schedule 1.
 - (b) **Interoperability Across Systems:** Promoting collaboration across industries by developing standards that enable seamless integration between different AI systems.
 - (c) **Minimising Market Hype Cycles:** Preventing market distortions by developing realistic benchmarks for AI capabilities.
 - (d) **Engagement with Diverse Stakeholders:** Involving a wide range of stakeholders—researchers, startups, industry experts, policymakers, civil society—in every phase of standardisation.
 - (e) **Ethical and Inclusive AI Standards:** Upholding justice, equality, inclusivity, and human rights in all standards developed by these committees.
- (7) The Working Groups may be established at any stage of standard development (pre-regulatory, regulatory, post-regulatory), as defined in Schedule 1.
- (8) Alliance members are eligible to apply to join the Executive Boards of ISAIL Divisions, as outlined in Schedule 4 of the Bharat Pacific Charter.

Article 21 | Rights of Alliance Members

- (1) All Alliance members shall have the right to participate in the activities of the Alliance, including meetings, workshops, conferences, and other events organized by the Alliance, subject to the rules and procedures established by the Governing Body.
- (2) Alliance members shall have the right to access the resources, materials, and publications developed by the Alliance, including standards, guidelines, best practices, and research reports, subject to any applicable confidentiality or intellectual property provisions.

- (3) Alliance members shall have the right to vote on matters related to the governance and operation of the Alliance, as determined by the Governing Body. The voting rights of members may be differentiated based on their membership category and level of contribution to the Alliance.
- (4) Alliance members shall have the right to participate in the Technical Committees and Working Groups established by the ISAIL Secretariat, subject to the eligibility criteria and requirements specified in paragraph (3) of Article 20 and any additional rules set forth by the Governing Body.
- (5) Alliance members shall have the right to be represented in the Governing Body of the Alliance, through the election or appointment of representatives from different membership categories, as determined by the Governing Body and in accordance with the provisions of this Charter.
- (6) Alliance members shall have the right to access capacity building and training programs organized by the Alliance, aimed at enhancing their knowledge, skills, and capabilities in the development and implementation of AI standards.
- (7) Alliance members shall have the right to engage in collaboration and networking opportunities facilitated by the Alliance, including partnerships, joint projects, and knowledge-sharing initiatives with other members and external stakeholders.
- (8) Alliance members shall have the right to access the dispute resolution mechanisms established by the Alliance, in accordance with the provisions of this Charter and any additional rules set forth by the Governing Body, to resolve conflicts or disagreements arising from their participation in the Alliance.
- (9) Alliance members shall have the right to protect their intellectual property rights in accordance with the provisions of this Charter and any additional policies or agreements established by the Alliance, subject to the principles of fairness, transparency, and balance between individual and collective interests.
- (10) Alliance members shall have the right to withdraw from the Alliance at any time, by providing written notice to the Governing Body, subject to the fulfilment of any outstanding obligations and the provisions of this Charter regarding the consequences of withdrawal.

Article 22 | Decision-Making and Voting Procedure

- (1) **Consensus-Based Decision-Making:** The Alliance shall strive to make decisions based on consensus among its members, through open and inclusive dialogue, and with due consideration for the diverse perspectives and interests represented within the Alliance.

- (2) **Voting Rights and Procedures:** In cases where consensus cannot be reached, the Alliance shall resort to voting to make decisions. The voting rights and procedures shall be determined by the Governing Body, considering the following principles:
- (a) Each member of the Alliance shall have the right to vote.
 - (b) The voting process shall be transparent, fair, and accessible to all members, with clear rules and procedures for casting votes and counting results.
 - (c) The quorum for voting shall be determined by the Governing Body, ensuring that decisions are made with adequate representation and participation from the Alliance's membership.

Chapter 6 – Intellectual Property & Confidentiality

Article 23 | Intellectual Property Rights for Alliance Outputs

- (1) Alliance members shall retain ownership of their pre-existing intellectual property (IP) brought into collaborative projects or initiatives.
- (2) IP generated through Alliance activities shall be governed as follows:
 - (a) Standards and guidelines developed by the Alliance shall be made freely available to all members and the public, subject to appropriate attribution.
 - (b) Research outputs and technical reports may be subject to limited-time exclusive access for Alliance members before public release.
 - (c) Patentable inventions arising from Alliance projects shall be jointly owned by contributing members, with licensing terms determined on a case-by-case basis.
 - (d) Members shall grant the Alliance a non-exclusive, royalty-free license to use their IP contributions for Alliance activities and outputs.
- (3) The Alliance shall implement mechanisms to protect confidential information and trade secrets shared by members during collaborative activities.

Article 24 | Scope and Application of Confidentiality

- (1) All Alliance members shall maintain strict confidentiality regarding sensitive information shared within the Alliance, including but not limited to:
 - (a) Unpublished research findings
 - (b) Proprietary technical information
 - (c) Business strategies and market insights
 - (d) Personal data of individuals involved in Alliance activities
- (2) Members shall sign a non-disclosure agreement (NDA) (please refer to **Schedule 5**) upon joining the Alliance, outlining their confidentiality obligations.
- (3) Confidential information shall be clearly marked and shared only on a need-to-know basis within the Alliance.

- (4) The confidentiality obligations shall survive the termination of membership for a period of three years, unless otherwise specified in the NDA.
- (5) Exceptions to confidentiality may be granted in cases of:
 - (a) Information already in the public domain
 - (b) Information independently developed by the receiving party
 - (c) Information required to be disclosed by law or regulatory authorities
 - (d) Any breach of confidentiality shall be subject to disciplinary action, including potential termination of membership and legal recourse.

Article 25 | Guidelines for Use of AiStandard.io & ISAIL Branding and Content

(1) Logo Usage:

- (a) The AiStandard.io and ISAIL logos must be used in their original form, without alteration or modification.
- (b) A minimum clear space equal to the height of the logo must be maintained around all sides of the logo.
- (c) The logo should not be scaled below 25mm in width for print or 100 pixels for digital use to ensure legibility.
- (d) The logo must not be used in a way that suggests any form of endorsement or partnership without explicit written permission.

(2) Colour Palette:

- (a) The primary colours for AiStandard.io are [#690101, #5d1111, #060606].
- (b) The primary colours for ISAIL are [#690101, #5d1111, #060606].
- (c) Secondary colour palettes may be used as accents but should not dominate over the primary colours.

(3) Placement and Positioning:

- (a) The AiStandard.io or ISAIL logo should be prominently displayed on all materials.
- (b) When used alongside other logos, the AiStandard.io or ISAIL logo should be of equal or greater prominence.

(4) Content Usage:

- (a) All content produced by the Alliance must be used verbatim and attributed properly.
- (b) Quotes from Alliance materials must be used in full and in context, with proper citation.
- (c) Paraphrasing of Alliance content is permitted with proper attribution but must not alter the original meaning or intent.

(5) Digital Media:

- (a) Social media profile pictures and cover images must adhere to the logo usage guidelines.

- (b) Hashtags #AiStandard, #AiStandardIND, #AIStandardisation, #IndianSocietyAI and #ISAIL should be used when referencing the Alliance on social media platforms.
- (6) **Co-branding:**
- (a) When using AiStandard.io or ISAIL branding alongside other brands, there must be clear visual separation.
 - (b) Co-branded materials must be approved by the Alliance’s Governing Body or the Secretariat prior to publication or distribution.
- (7) **Restrictions:**
- (a) The AiStandard.io and ISAIL brands must not be used in any way that could be interpreted as discriminatory, offensive, or contrary to the Alliance’s principles.
 - (b) The brands must not be used in connection with any political campaigns or partisan activities.
- (8) **Approval Process:**
- (a) All uses of AiStandard.io or ISAIL branding in public-facing materials must be submitted to the Alliance’s Governing Body for approval at least 14 days prior to intended use.
 - (b) The Governing Body reserves the right to request changes or deny approval for any proposed use of the branding.
- (9) **Termination of Usage Rights:**
- (a) Upon termination of membership, all use of AiStandard.io and ISAIL branding must cease immediately.
 - (b) Any materials bearing the Alliance’s branding must be destroyed or returned to the Alliance within 30 days of membership termination.

Chapter 7 – Collaboration, Outreach and Partnerships

Article 26 | Accepted Means & Procedures of Collaboration

- (1) Alliance members shall engage in collaborative activities and initiatives that align with the Alliance’s objectives and principles, as outlined in this Charter and any additional policies or guidelines established by the Governing Body.
- (2) Accepted means and procedures of collaboration among Alliance members include:
 - (a) Joint research and development projects focused on advancing AI standards, best practices, and innovative solutions.
 - (b) Knowledge-sharing and capacity-building initiatives, such as workshops, seminars, and training programs, to enhance members’ understanding and adoption of AI standards.
 - (c) Collaborative development of case studies, whitepapers, and other publications that showcase the application of AI standards in real-world contexts and share lessons learned.

- (d) Participation in Technical Committees, Working Groups, and Ad Hoc Committees established by the ISAIL Secretariat to address specific aspects of AI standardisation.
 - (e) Engagement in policy dialogues, advocacy efforts, and multi-stakeholder consultations to promote the adoption and implementation of AI standards at the national, regional, and international levels.
 - (f) Collaborative fundraising and resource mobilisation efforts to support the Alliance’s activities and initiatives, in accordance with the provisions of this Charter and any additional policies set forth by the Governing Body.
- (3) The Alliance shall provide a platform and necessary resources to facilitate collaboration among its members, including:
- (a) Online collaboration tools, such as shared workspaces, discussion forums, and project management software, to enable remote collaboration and communication.
 - (b) Access to the Alliance’s knowledge base, including standards, guidelines, research reports, and other relevant materials, to support collaborative activities.
 - (c) Networking and matchmaking opportunities, such as events, workshops, and online directories, to help members identify potential collaborators and synergies.

Article 27 | Terms of Collaboration with Incubators

- (1) This article establishes the general terms and conditions for any incubator that agrees to partner with the Indian Society of Artificial Intelligence and Law (ISAIL).
- (2) The partnership between ISAIL and the incubator will be officially declared by both the parties, following a thorough evaluation of the incubator’s alignment with the Alliance’s objectives and principles.
- (3) The incubator may propose special terms for the partnership, which would be subject to mutual agreement between ISAIL and the incubator. These special terms may include specific collaboration activities, resource sharing arrangements, or joint initiatives tailored to the incubator’s focus areas and capabilities.
- (4) Incubators shall agree to comply with the following provisions of the AiStandard.io Alliance Charter (Ai-AC):
 - (a) **Article 25**, Guidelines for Use of AiStandard.io & ISAIL Branding and Content
 - (b) **Article 28, paragraph 10**, General Principles of Engagement in Good Faith
 - (c) **Article 29, paragraph 8**, Accepted Strategies for Promotional Activities
 - (d) **Article 30, paragraph 10**, Guidelines for Public Statements and Media Engagement
- (5) The Governing Body of the AI Standardisation Alliance reserves the right to review and object to any prospective special terms proposed by the incubator. The Governing Body

shall provide a written justification for its objection, citing potential conflicts with the Alliance's objectives, principles, or existing policies. In such cases, ISAIL and the incubator shall engage in further negotiations to address the Governing Body's concerns and arrive at mutually acceptable terms.

- (6) Upon finalisation of the partnership terms, the incubator shall sign a Memorandum of Understanding (MoU) with ISAIL, outlining the agreed-upon collaboration framework, roles and responsibilities, and any special terms. The MoU shall also include provisions for periodic review, amendment, and termination of the partnership, in accordance with the policies and procedures established by ISAIL and the AI Standardisation Alliance.
- (7) The incubator shall designate a primary point of contact for communication and coordination with ISAIL and the AI Standardisation Alliance. The designated representative shall be responsible for facilitating the implementation of the partnership activities, ensuring compliance with the agreed-upon terms, and regularly reporting on the progress and outcomes of the collaboration.
- (8) ISAIL and the AI Standardisation Alliance shall provide the necessary support, resources, and guidance to enable the incubator to effectively contribute to the development and promotion of AI standards, best practices, and responsible innovation within its network of startups and entrepreneurs.
- (9) The incubator shall actively participate in relevant meetings, events, and initiatives organized by ISAIL and the AI Standardisation Alliance and shall encourage its affiliated startups and entrepreneurs to engage with the Alliance's activities and resources.
- (10) The partnership between ISAIL and the incubator shall be reviewed on an annual basis by the Governing Body of the AI Standardisation Alliance and the ISAIL Secretariat, to assess its effectiveness, impact, and alignment with the Alliance's evolving priorities and strategies. Based on the review, the Governing Body may recommend the continuation, modification, or termination of the partnership, in consultation with ISAIL and the incubator.

Article 28 | General Principles of Engagement in Good Faith

- (1) Alliance members shall engage with each other and with external stakeholders in good faith, upholding the values of honesty, integrity, and mutual respect.
- (2) Members shall act in the best interests of the Alliance and its objectives, prioritizing collective goals over individual or organisational interests.
- (3) Members shall foster a culture of transparency and open communication, sharing relevant information and insights that contribute to the Alliance's decision-making and activities.
- (4) Members shall actively participate in the Alliance's meetings, discussions, and initiatives, providing constructive input and feedback to drive progress and innovation.

- (5) Members shall collaborate with each other in a spirit of trust and cooperation, seeking to build consensus and resolve conflicts through dialogue and compromise.
- (6) Members shall respect the diversity of perspectives and expertise within the Alliance, promoting inclusive and equitable participation from all members.
- (7) Members shall maintain confidentiality of sensitive information shared within the Alliance, using such information only for the purposes agreed upon by the Alliance.
- (8) Members shall adhere to the Alliance's policies, guidelines, and decisions, and shall support their implementation in their respective organisations and networks.
- (9) Members shall not engage in any activities or conduct that may harm the reputation, integrity, or effectiveness of the Alliance and its work.
- (10) Incubators partnering with the Alliance shall:
 - (a) Encourage and support their affiliated startups and entrepreneurs to engage with the Alliance's activities and resources in good faith, aligning with the principles outlined above.
 - (b) Foster a culture of responsible innovation and ethical practices among their startup community, in line with the Alliance's values and objectives.
 - (c) Facilitate knowledge sharing and collaboration between their startups and the Alliance's members, promoting mutual learning and growth.
 - (d) Ensure that their affiliated startups respect the intellectual property rights and confidentiality of the Alliance and its members, as per the applicable agreements and policies.

Article 29 | Accepted Strategies for Promotional Activities

- (1) Alliance members shall promote the Alliance's mission, objectives, and activities through various channels and platforms, including:
 - (a) Social media campaigns and digital marketing
 - (b) Participation in industry events, conferences, and exhibitions
 - (c) Collaboration with media partners and influencers
 - (d) Development and distribution of promotional materials, such as brochures, videos, and infographics
- (2) Members shall ensure that all promotional activities are accurate, truthful, and aligned with the Alliance's values and brand guidelines.
- (3) Members shall seek approval from the Alliance's Governing Body before launching any major promotional initiatives or campaigns that may have a significant impact on the Alliance's reputation or resources.
- (4) Members shall leverage their own networks and channels to amplify the Alliance's messages and reach, while also encouraging their stakeholders to engage with the Alliance's activities.
- (5) Members shall collaborate with each other and with external partners to develop joint promotional initiatives that create synergies and maximize impact.
- (6) Members shall monitor and evaluate the effectiveness of their promotional activities, using agreed-upon metrics and reporting frameworks, and shall share their findings and best practices with the Alliance.

- (7) Members shall allocate sufficient resources, including budget, personnel, and time, to support their promotional activities and ensure their sustainability.
- (8) Incubators partnering with ISAIL shall:
 - (a) Promote the Alliance’s mission, objectives, and activities among their startup community, highlighting the benefits of engagement and collaboration.
 - (b) Encourage their affiliated startups to participate in ISAIL’s promotional initiatives, such as joint campaigns, events, or content creation.
 - (c) Showcase success stories and case studies of startups that have benefited from their engagement with the Alliance, inspiring others to follow suit.
 - (d) Collaborate with ISAIL and the Alliance in developing targeted promotional materials and initiatives that resonate with the startup community and align with the Alliance’s brand guidelines.

Article 30 | Guidelines for Public Statements and Media Engagement

- (1) Alliance members shall ensure that all public statements and media interactions related to the Alliance and its activities are accurate, consistent, and aligned with the Alliance’s official positions and messaging.
- (2) Members shall designate official spokespersons or representatives who are authorized to speak on behalf of the Alliance and its members to the media and external stakeholders.
- (3) Members shall coordinate with the Alliance’s Governing Body and communications team before making any public statements or engaging with the media on matters related to the Alliance.
- (4) Members shall provide timely and relevant information to the Alliance’s communications team to support the development of media materials, such as press releases, statements, and talking points.
- (5) Members shall handle media inquiries and interview requests promptly and professionally, directing them to the appropriate Alliance spokespersons or representatives.
- (6) Members shall maintain a positive and constructive tone in their public statements and media interactions, focusing on the Alliance’s achievements, impact, and future goals.
- (7) Members shall respect the diversity of opinions and perspectives within the Alliance and shall refrain from making public statements that may undermine the Alliance’s unity or reputation.
- (8) In the event of a crisis or controversial situation involving the Alliance, members shall follow the Alliance’s crisis communication protocol and guidelines and shall defer to the designated spokespersons for official statements and responses.
- (9) Members shall monitor media coverage and public discourse related to the Alliance and its activities and shall share relevant insights and feedback with the ISAIL Secretariat to inform future media engagement strategies.
- (10) Incubators partnering with the Alliance shall:
 - (a) Ensure that any public statements or media interactions related to their partnership with ISAIL are accurate, consistent, and aligned with the Alliance’s messaging and guidelines.

- (b) Coordinate with the Alliance’s communications team before making any public announcements or engaging with the media on matters related to the partnership or the Alliance’s activities.
- (c) Encourage their affiliated startups to adhere to the Alliance’s guidelines for public statements and media engagement when discussing their involvement with the Alliance or its initiatives.
- (d) Monitor media coverage and public discourse related to the Alliance and its partnership with the incubator and share relevant insights and feedback with the Alliance’s communications team to inform future media engagement strategies.

Chapter 8 – Liability, Indemnification and Warranties

Article 31 | Anti-Bribery and Corruption

- (1) **Commitment to Ethical Conduct:** Members of the **AI Standardisation Alliance** are committed to conducting their activities ethically and maintaining a **zero-tolerance policy** towards bribery and corruption. All members must adhere to the highest standards of integrity in all interactions related to the Alliance.
- (2) **Scope of Application:** This Article applies to all members, stakeholders, employees, contractors, and any third parties involved in the Alliance’s activities. It covers all forms of bribery and corruption, including but not limited to direct or indirect payments, gifts, hospitality, facilitation payments, and other improper inducements.
- (3) **Prohibitions:** Members shall not engage in any of the following:
 - (a) Offering, paying, or promising any bribes or kickbacks, whether directly or indirectly, to influence business decisions or secure an improper advantage.
 - (b) Accepting bribes or kickbacks from other parties in exchange for favourable treatment within the Alliance.
 - (c) Using third parties or intermediaries to conduct activities that could violate anti-bribery laws.
 - (d) Engaging in any corrupt practices that could undermine the integrity of the Alliance's objectives.
- (4) **Transparency and Disclosure:** Members are encouraged to maintain transparency in their operations. This includes disclosing any potential conflicts of interest or financial dealings that may affect their participation in the Alliance. Members must provide relevant documentation (such as financial records) when requested by the Secretariat for compliance purposes.
- (5) **Reporting Obligations:** All members have a duty to report any knowledge or suspicion of bribery or corruption promptly. Reports should be made through designated reporting channels established by the Secretariat. Confidentiality will be maintained for individuals reporting such concerns.
- (6) **Training and Awareness:** The Alliance will provide periodic training on anti-bribery and anti-corruption practices to ensure all members understand their obligations under this Article. Members are expected to participate in these training sessions as part of their commitment to ethical conduct.

- (7) **Monitoring and Compliance:** The Secretariat will monitor compliance with this Article through audits, reviews, or other mechanisms deemed necessary. Members must cooperate with any investigations into potential violations. Failure to comply with anti-bribery practices may result in disciplinary action, including suspension or termination of membership.
- (8) **Consequences for Non-Compliance:** Any breach of this Article may lead to serious consequences, including:
 - (a) Legal action,
 - (b) Reputational damage,
 - (c) Termination of membership in the Alliance.
- (9) Members are responsible for ensuring that their employees, agents, and associates also comply with this policy.
- (10) **Continuous Review:** This Article will be reviewed periodically by the Secretariat to ensure it remains up-to-date with evolving legal frameworks and best practices related to anti-bribery and corruption.

Article 32 | Scope of Liability & Exclusions

- (1) The Secretariat, the Alliance and its members shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising from or related to the activities, initiatives, or decisions of the Alliance, except in cases of wilful misconduct or gross negligence.
- (2) The Secretariat, and the Alliance shall not be liable for any damages or losses incurred by members or third parties due to the use, misuse, or reliance on the AI standards, guidelines, or other outputs developed by the Alliance, unless expressly guaranteed in writing by the Alliance.
- (3) The Secretariat, and the Alliance shall not be liable for any infringement of intellectual property rights by its members or third parties, and each member shall be solely responsible for ensuring that their participation in the Alliance and use of its outputs do not violate any existing intellectual property rights.
- (4) The Secretariat, and the Alliance shall not be liable for any breach of confidentiality or data privacy by its members or third parties, and each member shall be solely responsible for complying with applicable data protection laws and regulations in their handling of confidential information related to the Alliance.
- (5) The Secretariat, and the Alliance shall not be liable for any disputes, conflicts, or disagreements among its members, and any such issues shall be resolved through the dispute resolution mechanisms established by the Alliance, without involving the Alliance as a party to the dispute.
- (6) The Secretariat, and the Alliance shall not be liable for any damages or losses arising from the acts or omissions of its individual members, employees, or representatives, unless such acts or omissions are authorised by the Alliance and fall within the scope of their duties and responsibilities.

- (7) The limitations of liability set forth in this Article shall apply to the fullest extent permitted by applicable law, and any provisions found to be unenforceable shall be severed from this Article without affecting the enforceability of the remaining provisions.

Article 33 | Indemnification

- (1) Each member of the Alliance shall indemnify and hold harmless the Alliance, its Governing Body, the Secretariat of the Indian Society of Artificial Intelligence and Law (ISAIL), and other members from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or related to:
- (a) The member's breach of any provisions of this Charter or any other rules, policies, or agreements established by the Alliance;
 - (b) The member's violation of any applicable laws, regulations, or third-party rights in connection with their participation in the Alliance;
 - (c) The member's use, misuse, or unauthorized modification of the Alliance's outputs, materials, or resources;
 - (d) The member's infringement of any intellectual property rights or confidentiality obligations related to the Alliance; and
 - (e) The member's negligence, wilful misconduct, or fraudulent acts in connection with their participation in the Alliance.
- (2) The indemnification obligations set forth in this Article shall survive the termination of a member's participation in the Alliance, and shall extend to the member's affiliates, employees, agents, and representatives.
- (3) The Alliance, its Governing Body, and the Secretariat of ISAIL shall promptly notify the indemnifying member of any claims or proceedings subject to indemnification under this Article and shall provide reasonable cooperation and assistance in defending against such claims, at the indemnifying member's expense.
- (4) The indemnifying member shall have the right to assume the defence and control of any claims or proceedings subject to indemnification, with counsel of their choice, provided that the Alliance, its Governing Body, and the Secretariat of ISAIL shall have the right to participate in such defence at their own expense.
- (5) No settlement of any claims or proceedings subject to indemnification shall be made without the prior written consent of the Alliance, its Governing Body, and the Secretariat of ISAIL, which shall not be unreasonably withheld or delayed.

Article 34 | Disclaimer of Warranties and Representations

- (1) The Alliance, its Governing Body, the Secretariat of the Indian Society of Artificial Intelligence and Law (ISAIL), and its members make no warranties or representations, express or implied, regarding the accuracy, completeness, reliability, performance, or suitability of any AI standards, guidelines, systems, technologies, applications, or other

outputs developed by the Alliance. Any use or reliance on such outputs shall be at the user's sole risk and discretion.

- (2) The Alliance, its Governing Body, the Secretariat of ISAIL, and its members make no warranties or representations regarding the non-infringement of intellectual property rights or the absence of defects, errors, or vulnerabilities in any outputs developed by the Alliance. Users are responsible for conducting their own due diligence and risk assessments before using or implementing such outputs.
- (3) The Alliance, its Governing Body, the Secretariat of ISAIL, and its members do not warrant that any outputs comply with applicable laws, regulations, or industry standards. Users are solely responsible for ensuring legal and regulatory compliance when using or implementing any outputs from the Alliance.
- (4) The Alliance, its Governing Body, the Secretariat of ISAIL, and its members make no warranties regarding the fitness for a particular purpose, merchantability, or market acceptance of any outputs developed by the Alliance. Any commercialization or use of such outputs shall be at the user's sole risk.
- (5) The disclaimers set forth in this Article shall apply to the fullest extent permitted by applicable law. If any provision is found to be unenforceable, it shall be severed without affecting the enforceability of the remaining provisions.
- (6) Any warranties or representations made by individual Alliance members regarding their own AI systems, technologies, or applications are solely their responsibility and shall not be attributed to the Alliance, its Governing Body, the Secretariat of ISAIL, or other members.

Schedule 1 – AI Standards Classification and Implementation

Part A: Definitions of AI Standards

- (1) **Post-Regulatory Standards:** These standards are developed to enhance and refine existing regulatory frameworks. They provide guidance for implementation and compliance after regulations have been established. Post-regulatory standards ensure that AI systems operate within the bounds of current laws while optimising performance and addressing any gaps in the regulatory framework.
- (2) **Regulatory Standards:** Regulatory standards are designed to align with existing legal and regulatory requirements. These standards help organisations comply with current laws and regulations, ensuring that AI systems meet the necessary legal, ethical, and operational benchmarks. They are critical for industries operating in highly regulated environments.
- (3) **Pre-Regulatory Standards:** Pre-regulatory standards anticipate future regulatory needs and help shape emerging governance frameworks. These standards are proactive, guiding innovation while ensuring that AI systems remain ethical, scalable, and sustainable as new regulations are developed.
- (4) **Miscellaneous Standards:** Miscellaneous standards apply universally across all stages of governance (pre-regulatory, regulatory, post-regulatory). They provide foundational frameworks that can be adapted across different industries, regions, or use cases.

Part B: Imperative Framework for AI Standards

AI Standards must address four key imperatives—technical, commercial, legal, and ethical—at various stages of governance (pre-regulatory, regulatory, post-regulatory). The following table outlines how each imperative applies to different types of standards:

<i>Imperative</i>	<i>Post-Regulatory Standards</i>	<i>Regulatory Standards</i>	<i>Pre-Regulatory Standards</i>	<i>Miscellaneous Standards</i>
Technical	System interoperability enhancement Quality assurance protocols	Operational framework alignment Compatibility requirements Performance standards	Future technology innovation Scalability protocols Adaptability mechanisms	Universal benchmarks Cross-domain protocols Common technical frameworks
Commercial	Market acceptance facilitation Operational viability metrics Implementation efficiency	Compliance support systems Business operation guidelines Industry-specific protocols	Market preparation guidelines Trend anticipation Innovation frameworks	Cross-market applicability Universal business practices
Legal	Compliance verification Dispute minimisation Audit frameworks	Regulatory adherence frameworks Legal requirement mapping Enforcement mechanisms	Proactive compliance frameworks Future regulation anticipation	Cross-jurisdictional frameworks Universal legal principles
Ethical	Rights protection mechanisms Privacy standards Accountability frameworks	Transparency protocols Trust-building mechanisms	Proactive ethical frameworks Responsibility protocols	Core ethical principles Fundamental rights protection

Part C: Standard Development Guidelines

(1) Technical Imperative Guidelines

- (a) Ensure system interoperability across platforms.
- (b) Define clear performance metrics for AI systems.
- (c) Establish quality benchmarks for AI outputs.
- (d) Enable scalability and adaptation to evolving technologies.

(2) Commercial Imperative Guidelines

- (a) Support market viability through realistic implementation paths.
- (b) Facilitate business operations by aligning with industry needs.
- (c) Promote sustainable growth by preventing market hype cycles.
- (d) Prevent market disruption through stable benchmarks.

(3) Legal Imperative Guidelines

- (a) Ensure compliance with current regulations.
- (b) Facilitate legal certainty through clear documentation.
- (c) Enable dispute resolution mechanisms within the standard framework.
- (d) Promote legal harmonisation across jurisdictions.

- (4) Ethical Imperative Guidelines
 - (a) Protect fundamental rights such as privacy and fairness.
 - (b) Ensure transparency and accountability in AI decision-making processes.
 - (c) Promote inclusivity by considering diverse stakeholder perspectives.
 - (d) Safeguard human dignity through responsible innovation.

Part D: Cross-Cutting Considerations

- (1) AI standards may address multiple imperatives simultaneously, ensuring a holistic approach to standardisation.
- (2) The classification of standards may evolve based on:
 - (a) Technological advancements,
 - (b) Market conditions,
 - (c) Regulatory developments,
 - (d) Ethical considerations.
- (3) Flexibility in implementation is essential to allow for:
 - (a) Modular design,
 - (b) Scalable frameworks,
 - (c) Adaptable mechanisms,
 - (d) Context-sensitive approaches.
- (4) Regular reviews shall be conducted to assess:
 - (a) Effectiveness of the standard
 - (b) Stakeholder feedback,
 - (c) Emerging challenges
 - (d) Necessary updates or revisions.

Part E: Standard Development Essentials

- (1) Each standard must be evaluated against:
 - (a) Governance stage appropriateness (pre-regulatory, regulatory, post-regulatory),
 - (b) Alignment with technical, commercial, legal, and ethical imperatives,
 - (c) Feasibility of implementation,
 - (d) Stakeholder impact.
- (2) The development process should include:
 - (a) Clear scope definitions
 - (b) Stakeholder consultation at relevant stages,
 - (c) Technical validation through expert review,
 - (d) Policy alignment with existing or emerging regulations.
- (3) Documentation shall specify:
 - (a) The primary governance stage (pre-regulatory, regulatory, post-regulatory),
 - (b) Key imperatives addressed (technical, commercial, legal, ethical),
 - (c) Implementation requirements,

- (d) Review mechanisms for periodic updates.

Schedule 2 – Outcome Document Drafting Guidelines for Committees

General Guidelines

- (1) Include a title clearly identifying the document type (Policy Innovation or AI Development Committee), session topic, and date.
- (2) List the incumbent committee members and their roles.
- (3) List the participating entities and professionals.
- (4) Specify the editors of the document.
- (5) Use a consistent version numbering system and include the version and date on the document.
- (6) **Check the last identification number in chronology for the AISTANDARDIO document to ensure proper sequencing and avoid duplicates.**
 - (a) The code format for the Policy Innovation Committee is AISTANDARDIO-PIC-[4-digit numbering]-[Year in YYYY format]
 - (b) The code format for the AI Development Committee is AISTANDARDIO-ADC-[4-digit numbering]-[Year in YYYY format]
 - (c) The code format for the Strategic Affairs Committee is AISTANDARDIO-SAC-[4-digit numbering]-[Year in YYYY format]
- (7) Write in a clear, professional tone using proper grammar and formatting.
- (8) Use section headers to organize the content logically.

Discussion Points Section

- (1) Clearly list the main discussion points or questions addressed in the committee session.
- (2) Ensure the discussion points are relevant to the session topic and the committee's focus area.
- (3) Use bullet points or numbered lists to present the discussion points concisely.

Key Observations and Insights Section

- (1) Summarise the key observations, insights, and outcomes from the committee session.
- (2) Use subsections with descriptive headers to organize the content by subtopic or presenter.
- (3) Provide a brief background or context for each subtopic or presenter before delving into the key points.
- (4) Use bullet points to present key findings, recommendations, or action items.
- (5) Include relevant examples, case studies, or anecdotes to illustrate important points.
- (6) Highlight any challenges, concerns, or areas for further exploration related to each subtopic.

Formatting Guidelines

- (1) Use a consistent font style and size throughout the document.
- (2) Use bold or italic formatting sparingly for emphasis.
- (3) Include page numbers on each page.
- (4) Use inline citations or footnotes to reference any external sources mentioned in the document.
- (5) Include a “Video Links” section at the end of the document to provide links to recordings of the session, if available.

Policy Innovation Committee (formerly Research Ethics Committee)

- (1) Focus on gathering legal and policy points from stakeholders.
- (2) Summarise key insights and observations from the committee session, organised by speaker or subtopic.
- (3) Use bullet points to highlight main points made by each speaker or on each subtopic.
- (4) Include a “Special Considerations” section to document additional important points raised by experts (if necessary).
- (5) Conclude with a summary of the main themes and challenges discussed.
- (6) Writing style should be more concise and high-level, focusing on key takeaways rather than detailed discussions.

AI Development Committee (formerly R&D Committee)

- (1) Gather legal and policy points as well as points discussed by entities involved in building and demonstrating AI solutions.
- (2) Include a section on “Key Observations” based on the demonstration of AI solutions and use cases.
- (3) Document the demonstration and discussion for each participating entity in detail, including:
 - (a) Background information on the entity and their AI solution
 - (b) Specific use cases and target audiences
 - (c) Technical details and development process
 - (d) Challenges encountered and lessons learned
 - (e) Legal and ethical considerations raised during the discussion
- (4) Use a narrative writing style to describe the flow of the demonstration and discussion for each entity.
- (5) Include direct quotes and specific examples to illustrate key points.
- (6) Document questions and feedback from committee members during the demonstration.

- (7) Conclude with a summary highlighting the potential impact and challenges of the demonstrated AI solutions.

Strategic Affairs Committee

- (1) **Focus on geopolitical, strategic, and economic impacts of AI technologies:** The Strategic Affairs Committee shall gather insights on how AI technologies influence global geopolitical dynamics, economic stability, and strategic competition. This includes analysing AI's role in national security, international relations, defence strategies, and global economic trends.
- (2) **Summarize key observations from stakeholders:** The committee shall organize its findings by speaker or subtopic, ensuring that contributions from experts in defence, economics, and international relations are clearly documented. Focus on the strategic implications of AI developments, including risks posed by adversarial uses of AI.
- (3) **Use bullet points to highlight main points:** Key points made by each speaker or expert should be summarized in bullet points for clarity. This could include topics such as AI's role in cyber warfare, autonomous weapons systems, or its impact on global supply chains.
- (4) **Include a "Special Considerations" section:** Document additional important points raised by experts related to specific geopolitical or strategic scenarios. This could include emerging threats or opportunities that require further exploration.
- (5) **Conclude with a summary of the main themes and challenges discussed:** The committee shall provide a high-level summary of the key themes that emerged during discussions. Highlight any strategic challenges identified, such as the need for new international regulations or frameworks to govern AI in defence and security contexts.
- (6) **Writing style should be concise and focused on actionable insights:** The committee's reports should avoid overly detailed discussions and instead focus on high-level takeaways that can inform policy decisions. Recommendations should be practical and aimed at addressing immediate strategic concerns related to AI.

Schedule 3 – Standard Drafting and Adoption Process

Section 1: Stakeholder Review Proposal

[Reserved]

Section 2: Consultation Process and Draft Standards

[Reserved]

Section 3: Standard Adoption Framework

[Reserved]

Section 4: Standard Effectiveness Review

[Reserved]

Section 5: Implementation and Enforcement

[Reserved]

Schedule 4 – Competition Law Guidelines

(1) Information Sharing Restrictions

- (a) Members must avoid sharing competitively sensitive information during committee sessions or working groups. This includes:
 - (i) Pricing strategies,
 - (ii) Proprietary algorithms,
 - (iii) Trade secrets.

- (2) Information exchanges must be limited to what is necessary for the development of AI standards and must not undermine fair competition.

(3) Collaborative Projects and Partnerships

- (a) Any collaborative projects or partnerships between members that may have an impact on market competition must be disclosed to the Secretariat.
- (b) The Secretariat may review such collaborations to ensure they do not violate competition laws. If necessary, the Secretariat may consult with the **Competition Commission of India (CCI)** or other relevant authorities.

(4) Merger Control and Dominant Positions

- (a) Members of the AI Standardisation Alliance must notify the Secretariat of any mergers, acquisitions, or significant partnerships that could potentially affect market dynamics within the Alliance.
- (b) Such notifications should be made in a timely manner, allowing the Secretariat to assess whether these changes could impact:
 - (i) The ongoing standard adoption process,
 - (ii) The development timeline of AI standards,
 - (iii) The fair participation of all members in the standardisation process.

- (5) Members involved in mergers, acquisitions, or significant partnerships are encouraged to provide regular updates to the Secretariat on how these changes may affect their participation in standard-setting activities.
- (6) The Secretariat may request a review by relevant competition authorities if there is a concern about market dominance or reduced competition as a result of such mergers.

Schedule 5 – The Alliance Membership & Non-Disclosure Agreement Template

Alliance Membership & Non-Disclosure Agreement

This **Alliance Membership & Non-Disclosure Agreement** (the “Agreement”) is made and entered into as of this ___ day of _____, [year], by and between:

1. **The Indian Society of Artificial Intelligence and Law (ISAIL)**, located at 8/12, Patrika Marg, Civil Lines, Prayagraj (Allahabad), Uttar Pradesh, India - 211001, herein referred to as the “Disclosing Party”; and
2. **[Name of Entity]**, a [type of entity], located at [insert address], herein referred to as the “Receiving Party” or “Member”.

WHEREAS:

- **ISAIL has established the AiStandard.io Alliance (also known as AI Standardisation Alliance) to promote ethical AI practices and collaborative innovation;**
- **The Receiving Party wishes to join the AiStandard.io Alliance and participate in its activities as an Alliance Member;**
- **ISAIL possesses certain confidential and proprietary information related to its research, strategic initiatives, collaborative projects, and operations;**
- **The Receiving Party may have access to such Confidential Information as part of their role in the Alliance;**

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Alliance Membership:

- 1.1. The Receiving Party is granted membership in the AiStandard.io Alliance under the Chapter 3 of the AiStandard.io Alliance Charter.
- 1.2. The Receiving Party agrees to abide by all terms and conditions set forth in the AiStandard.io Alliance Charter, including but not limited to the obligations outlined in Article 18.
- 1.3. The Receiving Party acknowledges and agrees to the rights of Alliance Members as specified in Article 21 of the Charter.

2. Definitions:

- 2.1. **Confidential Information:** “Confidential Information” refers to any information, technical data, or know-how (whether disclosed before or after the date of this Agreement), including but not limited to:
- 2.1.1. Business and product/service plans, financial projections, customer lists, business forecasts, sales and merchandising data, human resources information, patents, patent applications, source code or object code, research data, inventions, processes, designs, drawings, engineering details, marketing strategies, or financial information;
 - 2.1.2. Information disclosed by either Party (Disclosing Party or Receiving Party) relating to their respective organizations’ operations, research activities, collaborative projects under the bylaws of ISAIL and the AiStandard.io Alliance Charter;
 - 2.1.3. Intellectual property and all other materials owned by either Party or generated through collaborative activities under this Agreement that have been marked or identified as confidential;
 - 2.1.4. Oral statements made by either Party to the other Party that are considered confidential; and
 - 2.1.5. All discussions or negotiations taking place between the Parties during the term of this Agreement.
- 2.2. **Damages:** “Damages” refers to any monetary compensation or legal remedy sought by either Party in the event of a breach of this Agreement due to unauthorized disclosure or misuse of Confidential Information.
- 2.3. **Intellectual Property (IP):** “Intellectual Property” includes trade secrets, patents (whether applied for or granted), copyrights, know-how, processes, ideas, inventions (whether patentable or not), algorithms, databases, reports, technical drawings and designs. It also includes any proprietary technology related to ISAIL’s operations as well as any intellectual property deemed confidential by both Parties.
- 2.4. **License to Use:** “License to Use” refers to the limited right granted to either Party for using Confidential Information and Intellectual Property solely for fulfilling obligations under AiStandard.io Alliance Charter. This use must adhere to ISAIL’s bylaws and the AiStandard.io Alliance Charter and excludes any unauthorized use for personal gain.
- 2.5. **Sensitive Personal Information:** “Sensitive Personal Information” refers to personal data such as names, addresses, phone numbers; medical records; financial details; and other information related to ISAIL’s beneficiaries and stakeholders that must be protected from unauthorized access.
- 2.6. **Member:** “Member” refers to any corporeal entity that has been granted Alliance Membership in the AI Standardisation Alliance under the AiStandard.io Alliance

Charter ('Charter'). Members are bound by this Agreement as well as ISAIL's bylaws and Charter.

3. Non-Disclosure and Non-Use Obligations:

- 3.1. The Member acknowledges that during their participation in Alliance activities under AiStandard.io Alliance Charter, ISAIL's Privacy Policy and other bylaws of ISAIL, they may have access to Confidential Information.
- 3.2. The Member agrees to maintain strict confidentiality of all Confidential Information and shall not engage in any unauthorized use ("Unauthorized Use") including but not limited to disclosure, misuse, sharing, copying, infiltration or transmission.
- 3.3. The Member shall implement reasonable measures to safeguard Confidential Information from unauthorized access or disclosure in accordance with ISAIL's Privacy Policy.

3.4. Confidentiality of Alliance Membership Process: The Receiving Party acknowledges that its status as an Alliance Member is a privilege granted by ISAIL and is subject to strict confidentiality.

3.4.1. The Receiving Party agrees that it shall not disclose, discuss, or share any details regarding the procedures, formalities, criteria, or internal communications related to the application, evaluation, or conferral of Alliance Membership. This includes, but is not limited to:

- 3.4.1.1. Any discussions with ISAIL personnel, Board of Trustees, Secretariat members, or other Alliance Members regarding the process of application or approval.
- 3.4.1.2. Terms of membership, including any special considerations or arrangements.
- 3.4.1.3. Internal communications or deliberations related to the Receiving Party's membership status.
- 3.4.1.4. Information about other organisations' membership status or application process.

3.4.2. The Receiving Party shall ensure that all its employees, representatives, and affiliates who are privy to information about the Alliance membership process are bound by similar confidentiality obligations.

3.4.3. The Receiving Party acknowledges that any breach of confidentiality regarding the Alliance membership process may lead to a review of their membership status. ISAIL reserves the right to take appropriate measures, which may include membership suspension or termination, to safeguard the integrity of the Alliance and protect the confidentiality of its processes. ISAIL may also consider other remedial actions as necessary to address any potential reputational impact or breach of trust.

4. Exclusions from Confidential Information: The confidentiality obligations under this Agreement shall not apply to information that:

- 4.1. Is or becomes publicly available through no fault of the Member;
- 4.2. Was known to the Member prior to disclosure by ISAIL;

- 4.3. Is independently developed by the Member without reference to the Confidential Information; or
 - 4.4. Is required to be disclosed by law or court order, provided that the Member promptly notifies ISAIL of such requirement.
5. **Adherence to ISAIL Bylaws and AiStandard.io Alliance Charter:**
- 5.1. The Member acknowledges that their participation in the Alliance is subject to compliance with ISAIL's bylaws and policies outlined in the AiStandard.io Alliance Charter.
 - 5.2. Any breach of confidentiality obligations under this Agreement may also constitute a violation of these governing documents and may result in disciplinary action by ISAIL's governing body.
6. **Intellectual Property:**
- 6.1. All intellectual property—including trade secrets, patents (whether applied for or granted), copyrights, know-how—disclosed during Alliance activities remains solely owned by ISAIL unless otherwise agreed upon in writing.
 - 6.2. No rights or licenses are granted under this Agreement for any intellectual property owned by ISAIL except for limited use necessary for fulfilling obligations as a member.
7. **License to Use:** The use of intellectual property and all tangible/intangible materials shared with Members is strictly limited to fulfilling tasks mutually agreed upon within ISAIL's framework at the discretion of the Secretariat but excludes any personal gain or unauthorized use.
8. **Return/Destruction of Confidential Information:** Upon termination of membership or upon request by ISAIL at any time during membership tenure:
- 8.1. The Member shall promptly return all materials containing Confidential Information;
 - 8.2. Alternatively destroy all copies if requested by ISAIL.
9. **Term:** The confidentiality obligations under this Agreement shall survive for a period of five (5) years following termination of membership.
10. **Remedies:** The Member acknowledges that any breach may result in irreparable harm to ISAIL for which monetary damages may be inadequate compensation; therefore ISAIL reserves rights toward injunctive relief along with other legal remedies.
11. **Applicable Law & Jurisdiction:** This Agreement shall be governed by Indian law with exclusive jurisdiction resting with courts located in Prayagraj (Allahabad), Uttar Pradesh.
12. **Dispute Resolution Clause:** In case of disputes arising out of this Agreement:
- 12.1. Parties shall first attempt resolution through mediation administered by CORD (Centre for Online Resolution of Disputes) per CORD Rules.
 - 12.2. If unresolved within 45 days through mediation, disputes will proceed to arbitration administered by CORD as per CORD Rules.

12.3. The seat of arbitration shall be Prayagraj (Allahabad), Uttar Pradesh.

13. **Interpretation of Ambiguous or Vague Terms and Phrases:** In case of ambiguity or vagueness or multiple interpretations of any term or phrase in the present Agreement, the intent of the parties shall be deemed to be the interpretation which protects ISAIL from the unauthorised use, dissemination, or publication of confidential information, sensitive personal information, intellectual property, tangible or intangible materials.
14. **Severability:** If a court finds any provision of this Non-Disclosure Agreement to be invalid or unenforceable, the remainder of this Non-Disclosure Agreement shall be interpreted so as to represent the intent of the parties in the best possible manner.
15. **Integration:** This Non-Disclosure Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings in respect of non-disclosure related matters. This Non-Disclosure Agreement may not be amended, except in writing signed by both parties.
16. **Waiver:** The failure to exercise any right provided in this Non-Disclosure Agreement shall not be treated as a waiver of that right and shall also not be treated as a waiver of any prior or subsequent rights.

IN WITNESS WHEREOF, the parties have executed this Alliance Membership & Non-Disclosure Agreement as of the date first above written.

Indian Society of Artificial Intelligence and Law (ISAIL)

By: _____

Name: _____

Title: _____

Date: _____

[Member Name] (Receiving Party)

By: _____

Name: _____

Title: _____

Date: _____