



Appendix 1

1. Organization and Structure

The purpose of the DMG is to support the advancement of data mining standards, such as the Predictive Model Markup Language (PMML), the Portable Format for Analytics (PFA), and related standards. DMG provides the vendor-neutral architectural, engineering and administrative leadership required to make this work. The Consortium began operation in July, 1998.

DMG is financially self-supporting through membership fees. Membership in DMG is open to any operating organization agreeing to the terms of this Appendix 1 that executes a DMG Consortium Member Agreement. Initial membership begins on the first day the member joins and continues through the last day of the same calendar year. If the organization is itself a consortium, user society, or otherwise has members or sponsors, the rights and privileges granted under this agreement extend only to the paid employees of the organization, not to the members or sponsors.

2. Membership

a. Categories.

At this time, DMG has one membership category, although additional categories may be introduced over time.

b. Fees.

Annual fees for DMG Membership are found on the schedule at <http://dmg.org/dmg-forms.html>. Initial membership begins on the first day the member joins and continues through the last day of the same calendar year. The initial fee is due at the time the member joins. The due date in each subsequent year will be the last day of the calendar year; i.e., December 31st. The Membership Fee may be used by DMG for both direct and indirect costs of the DMG Consortium, which may include the following: 1) The use of business class travel in accordance with DMG policy; 2) entertainment and alcohol expenses; 3) meetings, food, and beverage expenses; and 4) promotional, memorabilia, and public relations expenses.

c. Subsidiaries of Members.

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

3. Administration

a. Chair.

DMG has a DMG-appointed Chair (the "Chair"), who acts as chief architect for all specifications produced by DMG.

b. Staff.

The Staff of DMG will consist of the Chair, full-time engineers, and support personnel. The DMG Staff are in the employ of DMG and report to the Chair. Employment of DMG Staff is solely at the discretion of DMG.

4. Collaboration

DMG will collaborate with other organizations in the development of DMG protocols. Aspects of DMG reference implementation may be developed by our collaborators under various cooperative arrangements.

5. Visiting Engineers

Member organizations may volunteer to contribute staff on short term assignment to DMG for specific implementation efforts sponsored by DMG. If DMG has the resources to accept such staff, the visitors will be provided with unsalaried DMG appointments as Visiting Engineers. For the portion of their time assigned to DMG activities, visitors will take their technical direction from the DMG Chair.

6. Advisory Committee

a. Purpose.

DMG shall establish a committee (the "Advisory Committee"), which shall establish procedures for the DMG's review process, review annual plans, assess progress, and suggest future directions for DMG.

b. Appointment of Representatives.

Each member organization is entitled to appoint one individual to the Advisory Committee.

c. Meetings.

The Advisory Committee will meet approximately once or twice per year in a face to face meeting. Meetings for other activities are scheduled as they are needed, and need not take place at DMG.

7. Communication within DMG

DMG activities and communications are performed primarily using the World Wide Web and electronic mail. Network connectivity to DMG should be viewed as a requirement for adequate participation in DMG activities, including the functions of the Advisory

Committee. DMG will provide information in tangible form only at the discretion of the Chair.

8. Standards Distribution

DMG will support a repository of standards and related documentation for such purposes as proof-of-concept, interoperability testing, and facilitating the work of DMG. The contents of this repository will be determined by the Chair based upon the needs and desires of DMG and its member organizations as tempered by resource constraints. Standards will be distributed pursuant to the then-current Notice and License for each DMG Working Group Standard. Specific exceptions can be made upon approval of the Chair, with the advice of the Advisory Committee.

For standards that are being actively maintained, DMG will provide mechanisms by which change reports can be submitted. DMG will provide mechanisms by which the status and correction of a change can be obtained.

Member organizations can incorporate standards and documentation made available by DMG into products at any time after the materials have been released to the DMG Consortium. Member organizations shall not adopt or incorporate such releases into products prior to release to DMG Consortium Members. Materials are considered released upon distribution to Members by DMG or upon being identified as a DMG release and being made accessible over the DMG network.

Standards and documentation made available by DMG may include contributions from Members or non-members ("Contributed Standards"), however DMG shall not be responsible for maintaining Contributed Standards. The release of Contributed Standards by DMG shall be solely at the discretion of the Chair.

Contributed Standards will be accepted only if the submitter represents that it has sufficient right, title and interest to allow DMG to use and distribute the standards, however ALL CONTRIBUTED STANDARDS SHALL BE PROVIDED "AS IS." DMG MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, NOR THAT IMPLEMENTATION OF SUCH CONTRIBUTED STANDARDS WILL NOT INFRINGE ANY THIRD PARTY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS.

In general, all materials distributed by DMG will be distributed pursuant to the then current Standards Notice and License. Specific exceptions can be made, upon approval of the Chair at the advice of the Advisory Committee.

10. Use of Hardware

DMG will not attempt to acquire or maintain hardware platforms produced by Members, but will attempt to have a reasonable selection of platforms. All hardware and software acquisitions will be at the discretion of DMG. DMG will not be responsible for ensuring that

prototype or released standards operate correctly on any particular hardware or system configuration, but will attempt to ensure portability of such standards to a variety of systems.

11. Use of Funds

The amount of Member fees paid in excess of that amount needed to cover the direct and indirect costs of DMG will be allocated for innovative DMG Consortium work as determined by the Chair at the advice of the Advisory Committee.

12. Technical and Workshops Conferences

DMG will sponsor an annual workshop, open to the public, to promote the exchange of technical information about data mining standards. Additional workshops will be held in various technical areas as deemed necessary and will include experts from DMG and the international technical community as deemed appropriate by the Chair.