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2 **THE WEB SERVICES-INTEROPERABILITY ORGANIZATION**
3 **BYLAWS**

4 BdAD board elect 2007-02-22
5 BdAD board abstentions 2007-07-04
6

7 **ARTICLE I**
8 **PURPOSES AND DEFINITIONS**
9

10 Section 1. Purposes. The Web Services-Interoperability Organization (the
11 "Corporation" or "WS-I") is formed exclusively as a trade association, as set out in section 501
12 (c) (6) of the Internal Revenue Code, and specifically for the creation, promotion, or support of
13 Generic Protocols for Interoperable exchange of messages between services. As used herein,
14 "Generic Protocols" means protocols that are independent of any specific action indicated by the
15 message beyond actions necessary for the secure, reliable, or efficient delivery of messages;
16 "Interoperable" means suitable for and capable of being implemented in a neutral manner on
17 multiple operating systems and in multiple programming languages.
18

19 Section 2. Definitions.
20

21 "Adopter" means any entity that has executed a copy of an Adopter Agreement with WS-
22 I and delivered it to the Secretary.
23

24 "Affiliate" means any entity that is directly or indirectly controlled by, under common
25 control with or that controls the subject party. For purposes of this definition control means
26 direct or indirect ownership of or the right to exercise (a) greater than fifty percent (50%) of the
27 outstanding shares or securities entitled to vote for the election of directors or similar managing
28 authority of the subject entity; or (b) greater than fifty percent (50%) of the ownership interest
29 representing the right to make the decisions for the subject entity.
30

31 "Associate Member" means any Invited Associate Member Candidate that has executed
32 and has then in effect a Membership Agreement with WS-I for the Associate Membership class.
33

34 "Board" shall have the meaning assigned to such term in ARTICLE II, Section 1 hereof.
35

36 "Chairman" shall have the meaning assigned to such term in ARTICLE II, Section 4
37 hereof.

38 "Contributing Member" means any entity, other than a Founding or an Associate
39 Member, that has executed and has then in effect a Membership Agreement with WS-I.
40

41 "Contribution" shall have the meaning assigned to such term in Section 1(e) of the IPR
42 Agreement.
43

44 "Draft Material" shall have the meaning assigned to such term in Section 1(f) of the IPR
45 Agreement.

46
47 "Draft Sample Applications" shall have the meaning assigned to such term in Section 1(g)
48 of the IPR Agreement.

49
50 "Draft Specifications" shall have the meaning assigned to such term in Section 1(h) of the
51 IPR Agreement.

52
53 "Draft Test Material" shall have the meaning assigned to such term in Section 1(i) of the
54 IPR Agreement.

55
56 "Dues Delinquent" shall have the meaning assigned to such term in ARTICLE V, Section
57 3(c) hereof.

58
59 "Dues Notice" shall have the meaning assigned to such term in ARTICLE V, Section 3(b)
60 hereof.

61
62 "Final Material" shall have the meaning assigned to such term in Section 1(j) of the IPR
63 Agreement.

64
65 "Final Sample Applications" shall have the meaning assigned to such term in Section 1(k)
66 of the IPR Agreement.

67
68 "Final Specifications" shall have the meaning assigned to such term in Section 1(l) of the
69 IPR Agreement.

70
71 "Final Test Material" shall have the meaning assigned to such term in Section 1(m) of the
72 IPR Agreement.

73
74 "Founding Members" means each of Accenture, BEA Systems, Inc., Fujitsu Limited,
75 Hewlett-Packard Company, Intel Corporation, IBM, Microsoft, Oracle Corporation and SAP AG,
76 and any other parties added as Founding Members pursuant to ARTICLE V, Section 1(c)(ii).

77 "IBM" means International Business Machines Corporation.

78
79 "Invited Associate Member Candidate" is a non-profit corporation, government entity,
80 educational institution, or other similar legal entity involved in public standards setting or similar
81 activities; which has demonstrated an interest in fostering developments within the Scope Of The
82 Organization, and which has been invited by the Board to become an Associate Member.

83 "IPR" means intellectual property rights, including without limitation, copyrights, trade
84 secrets, trademarks and patent claims.

85 "IPR Agreement" means the agreements set out in that certain IPR Agreement for Web
86 Services-Interoperability Organization, the form of which is attached hereto as Attachment A, as
87 amended from time to time.

88

89 "Material" means any Test Material, Sample Application, or Specification.

90 "Meeting" means both face-to-face meetings and telephone or video conferences or such
91 other reasonable electronic means approved in advance by the Board (in the case of Board
92 Meetings or Member Meetings) or the Working Group (in the case of Working Group meetings).

93 "Members" means the Founding Members, Contributing Members, and Associate
94 Members.

95
96 "Membership Agreement" means the standard agreement entered into by WS-I and each
97 Member individually setting forth the Member's rights and obligations in connection with WS-I.

98
99 "Microsoft" means Microsoft Corporation.

100
101 "Repository" shall have the meaning assigned to such term in ARTICLE III, Section
102 5(d)(ii) hereof.

103
104 "Sample Application" shall have the meaning assigned to such term in Section 1(v) of the
105 IPR Agreement.

106
107 "Scope Of The Organization" shall have the meaning assigned to such term in Section
108 1(x) of the IPR Agreement.

109
110 "Specification" shall have the meaning assigned to such term in Section 1(y) of the IPR
111 Agreement.

112
113 "Test Material" shall have the meaning assigned to such term in Section 1(z) of the IPR
114 Agreement.

115
116 "Voting Period" shall have the meaning assigned to such term in ARTICLE VII, Section
117 6(d)(ii) hereof.

118
119 "Working Groups" means the groups established and organized in accordance with these
120 Bylaws to develop Material and perform such other tasks as appointed by the Board.

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ARTICLE II
BOARD OF DIRECTORS

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Section 1. Number, Qualifications, Election and Term of Office. The Board of
Directors (the "Board") shall consist of a single director appointed by each of the Founding
Members (the "Founding Directors") and a single director appointed by each of the Contributing
Members (the "Elected Directors") elected pursuant to Article XVI hereof. Each Board member
may designate an alternate to attend Board Meetings and act on its behalf. The number of
directors shall be not less than three (3) and not more than the number of Founding Members in

132 effect plus such additional number of Elected Directors as shall not cause the total number of
133 Founding Directors and Elected Directors to, in aggregate, exceed eleven (11).

134
135 (a) Founding Directors shall be appointed annually by the Founding Members
136 and each director shall continue in office until his/her successor shall have been appointed. A
137 Founding Director may only be removed by the Founding Member that appointed such director,
138 with or without cause.

139
140 (b) Elected Directors are the representatives of their respective Contributing
141 Members elected in accordance with Article XVI hereof. Elected Directors shall be classified
142 into two classes for the purpose of staggering their terms of office. All classes of Elected
143 Directors shall be as nearly equal in number as possible. The terms of office of the Elected
144 Directors initially classified shall be as follows: (i) that of the first class shall expire at next April
145 1 following such initial classification; and (ii) that of the second class shall expire at the second
146 succeeding April 1 following such initial classification. After such initial classification, Elected
147 Directors to replace those whose terms expire at each April 1 shall be elected pursuant to Article
148 XVI hereof to hold office for a full term in accordance with such classification. When a new
149 Elected Director seat is created the Board shall designate it as being either in the first class or
150 second class of Elected Director seats. Subject to the foregoing, each Elected Director shall serve
151 a two year term, each term commencing on the first day of April in the year in which its
152 respective Contributing Member was elected and ending two years later, except that the term of
153 the Elected Director appointed by the Contributing Member to fill a newly created Elected
154 Director may be designated by the Board as one year if this is required to maintain all classes of
155 Elected Directors as nearly equal in number as possible.

156
157 (c) If an Elected Director ceases their employment or similar relationship with
158 the Contributing Member appointing them, the Contributing Member may remove the Elected
159 Director and appoint a replacement for the remaining duration of the term. An Elected Director
160 may be removed by a majority vote of the Founding and Contributing Members in WS-I Good
161 Standing in a duly called member meeting. An Elected Director is automatically removed if the
162 Contributing Member he or she represents ceases to be a Contributing Member.

163
164 (d) If a Contributing Member removes its Elected Director and fails to
165 designate a replacement within 30 days, or if an Elected Director is otherwise removed or when a
166 new Elected Director seat is created, a special election shall be held within sixty (60) days to fill
167 the vacant seat for the remainder of its stated term unless there will be less than six (6) months
168 remaining in the term after the new Elected Director takes office. If there will be less than six
169 (6) months remaining in the term after the new Elected Director takes office, the seat shall
170 remain vacant until the next election pursuant to Article XVI hereof.

171
172 (e) If a Founding Member resigns its Board seat, then that Board seat shall be
173 converted into a new Elected Director seat and the Board shall designate it as being either in the
174 first class or second class of Elected Director seats.

175
176 Section 2. Power and Duties. The Board shall have general power to manage and
177 control the affairs and property of the Corporation, to adopt rules and regulations governing the

178 action of the Board and to distribute and pay out the moneys received by the Corporation from
179 time to time, subject to section 501(c)(6) and other applicable provisions of the Internal Revenue
180 Code and the provisions of the Not-For-Profit Corporation Law of the State of New York.

181
182 Section 3. Board Member in Good Standing. A Board member will be in Good
183 Standing, and thus eligible to vote on issues coming before the Board, if the Board member was
184 represented at at least three Board Meetings of the last four (if there have been at least four
185 Meetings) and the Member it represents is not Dues Delinquent. Founding Members may
186 replace their representative on the Board at any time by providing written notice to the Secretary.

187
188 Section 4. Chairman of the Board. The initial Chairman of the Board (the
189 “Chairman”) will be IBM (or the person designated by IBM to be a Director). A new Chairman
190 may be elected at a Board Meeting by a simple majority vote (i.e., more than half) of the
191 members of the Board. The Chairman shall be responsible for calling and chairing Board
192 meetings.

193
194 Section 5. Regular and Special Board Meetings. The Chairman will schedule
195 regular and (as applicable) special meetings of the Board. The Board may hold its meetings at
196 such place within or without the State of New York as the Board may from time to time
197 determine. No Board Meeting will be deemed to have been validly held unless the Chairman
198 provided notice of same to each of the members of the Board in Good Standing at least fourteen
199 (14) calendar days prior to such Meeting, which notice will identify all potential actions to be
200 undertaken by the Board at the Board Meeting. No Board member in Good Standing will be
201 intentionally excluded from Board Meetings; however, Board Meetings need not be delayed or
202 rescheduled merely because one or more of the Board members cannot attend or participate so
203 long as at least a quorum of Board members (2/3 of the Board members then in Good Standing)
204 are represented at the Board Meeting. No Board member will be denied an opportunity to vote
205 because it is not physically present at a Board Meeting.

206
207 Section 6. Conference Telephone. Any one or more members of the Board may
208 participate in a meeting of the Board by means of a conference telephone or similar
209 communications equipment allowing all persons participating in the meeting to hear each other
210 at the same time. Participation by such means shall constitute presence in person at the meeting.

211
212 Section 7. Action by The Board. No action may be taken or approved by the Board
213 that is outside the Scope of the Organization. Except as provided herein, the Board may
214 undertake an action only if it was identified by the Chairman in the Board Meeting notice and
215 approved by the required number of Board members as described below:

216 (a) For general actions not described in (b) or (c) below, such action must be
217 approved by a majority of those Board members in Good Standing represented at a Board
218 Meeting at which a quorum is represented;

219 (b) For actions (i) adopting Material, (ii) chartering or amending the charter of
220 any Working Groups, (iii) approving or amending the bylaws, (iv) terminating a Member’s
221 Membership Agreement in accordance with its terms, (v) approving the incorporation
222 documents, (vi) approving any press release, public announcement or other public

223 communication (e.g., white papers, guidelines), (vii) entering into a formal affiliation with
224 another organization, or (viii) any other action not described in section (c) below that two or
225 more members reasonably believe is outside of the Scope Of The Organization (upon request,
226 the members will disclose the reasons for their belief), such action must be approved by all but
227 one of the total number of Board members in Good Standing. Any Board member voting against
228 any such action that was approved by a majority of the Board members in Good Standing
229 represented at the Board Meeting must provide a reasonable explanation for its objection during
230 such Board Meeting and agrees to consult in good faith with the other Board members to attempt
231 to resolve its concerns; and

232 (c) For actions (i) modifying the IPR Agreement or the Membership Agreement
233 (ii) adopting or amending antitrust guidelines, except where counsel has advised that an
234 amendment to the guidelines is required, in which case such amendment is approved, (iii)
235 enforcing a copyright owned by WS-I, (iv) changing the name of the organization, (v)
236 eliminating any requirement for unanimous agreement or consent in these Bylaws, or (vi) any
237 other action not described elsewhere in this section that may materially affect a Member's IPR or
238 their liabilities related to this organization, such action must be approved by every Board
239 member in Good Standing. Any Board member voting against any such action must provide a
240 reasonable explanation for its objection during such Board Meeting and agrees to consult in good
241 faith with the other Board members to attempt to resolve its concerns.

242
243 Section 8. Unanimous Action By The Board. Notwithstanding the foregoing, the
244 Board may take any action unanimously approved by all of the members in Good Standing of the
245 Board at any meeting in which all members in Good Standing of the Board are represented.
246

247 Section 9. Action by Written Consent. Any action required or permitted to be taken
248 by the Board or any committee thereof may be taken without a meeting if there is a unanimous
249 consent of the members of the Board or committee in writing to the adoption of the resolution
250 authorizing the action. All such written consents shall be filed with the minutes of the
251 proceedings of the Board or committee.
252

253 Section 10. Confidentiality of Board Proceedings. Persons other than Board members
254 will not be permitted to attend Board Meetings unless approved in advance by the Board.
255 Minutes of Board Meetings will not be distributed outside the Founding Members' organizations
256 unless approved by the Board.
257

258
259 ARTICLE III
260 OFFICERS
261

262 Section 1. Election. The Board may elect a president, one or more vice-presidents, a
263 secretary and a treasurer, and such other officers as it may determine. Any two or more offices
264 may be held by the same person except the offices of president and secretary. No instrument
265 required to be signed by more than one officer may be signed by one person in more than one
266 capacity.
267

268 Section 2. Other Agents, etc. The Board may appoint from time to time such agents,
269 including but not limited to officers and/or director agents, as it shall deem necessary, each of
270 whom shall hold office during the pleasure of the Board and shall have such authority, perform
271 such duties and receive such reasonable compensation as the Board may from time to time
272 determine, including, but not limited to, entering into contractual agreements on behalf of the
273 Corporation and undertaking those duties necessary to carry on the daily business affairs of the
274 Corporation.

275 Section 3. Removal. Any officer of the Corporation may be removed, with or
276 without cause, by the Board.

277 Section 4. Vacancies. In the case of any vacancy in any office, a successor to fill the
278 unexpired portion of the term may be elected by the Board.

279 Section 5. Powers and Duties. The officers shall have the powers and duties
280 customarily associated with their respective offices except as the Board may otherwise
281 determine.

282
283 (a) President

284
285 The Board may appoint a President of the Company, who shall serve in such
286 capacity until his successor has been duly elected and qualified. The President shall be the chief
287 executive officer of the Company and shall see that all orders and resolutions of the Board are
288 carried into effect, and in general shall perform all duties incident to the office of the President
289 and such other duties as may be prescribed by the Board from time to time.

290
291 (b) Vice President

292
293 The Board may appoint a Vice President of the Company, who shall serve in such
294 capacity until his successor has been duly elected and qualified. In the absence of the President
295 or in the event of his inability or refusal to act, the Vice President (or in the event there be more
296 than one Vice President, the Vice Presidents in the order designated by the Board, or in the
297 absence of any designation, then in the order of their election) shall perform the duties of the
298 President, and when so acting, shall have all the powers of and be subject to all the restrictions
299 upon the President. The Vice Presidents shall perform such other duties and have such other
300 powers as the Board may from time to time prescribe.

301
302 (c) Treasurer

303
304 The Board may appoint a Treasurer of the Company, who shall serve in such
305 capacity until his successor has been duly elected and qualified. The Treasurer shall have the
306 custody of the corporate funds and securities and shall keep full and accurate accounts of receipts
307 and disbursements in books belonging to the Corporation and shall deposit all moneys and other
308 valuable effects in the name and to the credit of the Corporation in such depositories as may be
309 designated by the Board.

310

311 The Treasurer shall disburse the funds of the Corporation as may be ordered by
312 the Board, taking proper vouchers for such disbursements, and shall render to the President and
313 the Board, at its regular meetings, or when the Board so requires, an account of all his
314 transactions as Treasurer and of the financial condition of the Corporation.

315
316 (d) Secretary. The Secretary's powers and duties shall be as follows:

317 (i) Appointment. The Secretary shall serve for a term of six (6) months. The
318 initial Secretary will be Microsoft. An Assistant Secretary shall be appointed by the Board to
319 assist the Secretary, perform the Secretary's duties when the Secretary is unavailable, and
320 perform such other duties as the Secretary may delegate. After the Secretary has served its six
321 (6) month term, the Assistant Secretary shall become the Secretary and the Board shall appoint a
322 new Assistant Secretary. The Board may remove and replace the Secretary or Assistant Secretary
323 at any time. The Secretary may be a representative of a Founding Member or the Board may
324 appoint an independent organization to perform the duties of the Secretary, in such case, there
325 shall be no Assistant Secretary and the Secretary shall serve until removed by the Board.

326 (ii) Duties of the Secretary. The Secretary shall be responsible for maintaining,
327 collecting, and updating the records and files related to the administration of this Agreement,
328 including (A) keeping a list of all Founding Members, Contributing Members, Associate
329 Members, Adopters, and members of Working Groups, and copies of all Membership and
330 Adopter Agreements, (B) establishing a common repository for housing the "master copies" of
331 Material and Contributions (the "Repository") and for managing version control, (C) creating
332 and managing the content of the official WS-I web site, (D) acting as the primary
333 interface/official address for all incoming/outgoing notices, and (E) distributing Final Test
334 Material and Final Sample Applications from the official WS-I web site under the license
335 agreements agreed to in the IPR Agreement. The Founding Members agree to abide by the terms
336 that the Secretary reasonably establishes concerning the Repository. The Secretary shall make
337 lists and agreements relating to Contributing and Associate Members available to the Founding
338 Members at any time upon request. The Secretary may designate an agent to perform one or
339 more of its duties if approved by a majority of the Founding Members.

340 (iii) Compensation. Except with respect to an independent organization appointed
341 by the Board to perform all or a portion of the duties of the Secretary, the Secretary will be
342 compensated in connection with the performance of its duties under these Bylaws only if such
343 compensation is approved by the Board.

344
345 (e) Assistant Secretary. The Assistant Secretary's powers and duties shall be as
346 follows:

347 (i) Appointment. The Assistant Secretary shall serve for a term of six (6) months
348 and shall be appointed by the Board to assist the Secretary perform the Secretary's duties when
349 the Secretary is unavailable, and perform such other duties as the Secretary may delegate. After
350 the Secretary has served its six (6) month term, the Assistant Secretary shall become the
351 Secretary and the Board shall appoint a new Assistant Secretary. The Board may remove and
352 replace the Secretary or Assistant Secretary at any time. In the event the Board appoints an

353 independent organization to perform the duties of the Secretary, there shall be no Assistant
354 Secretary and the Secretary shall serve until removed by the Board.

355 (ii) Duties of the Assistant Secretary. The Assistant Secretary shall assist the
356 Secretary in the performance of the Secretary's duties when the Secretary is unavailable, and
357 perform such other duties as the Secretary may delegate.

358 (iii) Compensation. Except with respect to an independent organization appointed
359 by the Board to perform all or a portion of the duties of the Secretary, the Assistant Secretary
360 will be compensated in connection with the performance of its duties under these Bylaws only if
361 such compensation is approved by the Board.

362 Section 6. Disclaimer of Liabilities. Each of the Members acknowledges and agrees that
363 the Secretary and Assistant Secretary are acting solely as a facilitator at their request and for their
364 convenience, that the Secretary and Assistant Secretary will not be deemed to be an agent of any
365 of the Members except as expressly provided in these Bylaws, and that the Secretary and
366 Assistant Secretary will not be liable to any of the Members for any action or omission on its part
367 taken or made in good faith in its role as Secretary or Assistant Secretary and that is not in
368 breach of this Agreement.

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ARTICLE IV
CONTRACTS, CHECKS, BANK ACCOUNTS AND INVESTMENTS

374 Section 1. Disbursements. A process for approving expenditures (including
375 documenting payments received and expenditures allocated, preventing commingling of funds,
376 disposition of the funds upon bankruptcy of the Secretary, etc.) will be developed by the Board.

377
378 Section 2. Expenses. Each Member will bear its own costs and expenses in
379 connection with its performance of its rights and duties in respect of the Corporation, including,
380 without limitation, compensation of its employees, and all travel and living expenses associated
381 with any Member's participation in any meetings and conferences called in connection with the
382 activities of the WS-I organization.

383
384 Section 3. Checks, Notes and Contracts. The Board is authorized to select such
385 depositories as it shall deem proper for the funds of the Corporation and shall determine who
386 shall be authorized in the Corporation's behalf to sign bills, notes, receipts, acceptances,
387 endorsements, checks, releases, contracts and documents.

388
389 Section 4. Investments. The funds of the Corporation may be retained in whole or in
390 part in cash or be invested and reinvested from time to time in such property, real, personal or
391 otherwise, or stocks, bonds or other securities, as the Board in its discretion may deem desirable.

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ARTICLE V
MEMBERS AND ADOPTERS

396 Section 1. Members and Adopters

397
398 (a) Members. WS-I will enter into a Membership Agreement with any third party
399 that wishes to be a Contributing Member unless such third party has no demonstrated interest in
400 fostering developments within the Scope Of The Organization. WS-I will enter into a
401 Membership Agreement with an Invited Associate Member Candidate after the Board has (a)
402 specifically approved and extended an invitation to such Candidate, and (b) such Candidate has
403 accepted the invitation to work with WS-I.

404 (b) Membership/Affiliates. Notwithstanding the above, only one entity of an
405 Affiliated group of entities may be a Member of WS-I at any time. Membership Agreements
406 signed by Affiliates of existing Members are void. In the event of a merger, which would result
407 in two or more Affiliates being Members, the Affiliates involved will immediately inform the
408 Secretary as to which Members are withdrawing. In any event, Members who are Affiliates shall
409 collectively have only one vote.

410
411 (c) Classes of Membership. WS-I shall have three classes of membership: Founding
412 Members, Contributing Members and Associate Members.

413
414 (i) Rights, Privileges and Responsibilities of Contributing and Associate
415 Members: The Contributing and Associate Members shall have the rights, privileges and
416 responsibilities as set forth in the Membership Agreement.

417
418 (ii) Rights, Privileges and Responsibilities of Founding Members: Founding
419 Members shall have all of the privileges of Contributing Members described in Section 1(c)(i) of
420 this ARTICLE V. In addition, each Founding Member shall have the right to designate one (1)
421 person to serve on the Board, as provided in ARTICLE II, Section 1. One or more additional
422 parties may be added to the Founding Members with the unanimous written consent of the then-
423 current Founding Members.

424 (d) Adopters. WS-I will enter into an Adopter Agreement with any third party that
425 wishes to be an Adopter.

426
427 Section 2. Member Meetings

428 The Secretary will periodically schedule Member Meetings and provide adequate written
429 notice (at least 14 calendar days) prior to all such meetings to each of the Members. Member
430 Meetings need not be delayed or rescheduled merely because one or more of the Members
431 cannot attend or participate.

432
433 Section 3. Membership Dues

434 (a) Funding. Each Founding Member will pay dues of \$50,000 (or an amount specified
435 by the Board) for each Membership Year. Each Contributing Member will pay dues of \$3,000
436 (or an amount specified by the Board) for each Membership Year; however each Contributing
437 Member that provides an Elected Director to the Board will pay pro-rata dues of \$4,166.67 per

438 month (or an amount specified by the Board) for the period in which the Contributing Member is
439 permitted to provide such Elected Director to the Board. Associate members will pay no dues
440 (or an amount specified by the Board). For Contributing Members, or any parties added as
441 Founding Members pursuant to Article V, Section 1(c)(ii), their first Membership Year is the 12-
442 month period beginning on the first of the month containing the Effective Date for their
443 Membership Agreement; for the nine Founding Members, their first Membership Year began on
444 February 1, 2002. Dues will be due upon execution of the Membership Agreement, the effective
445 date of appointment to the Board, and on the first day of each subsequent Membership Year.

446 (b) Payment. Each Member will be responsible for payment of annual dues as set by the
447 Board. The Secretary will send out invoices in compliance with reasonable invoicing
448 requirements (e.g., receipt of invoices at least 45 days prior to the due date) as each Member may
449 request. The Secretary will promptly send out a written notice ("Dues Notice") to any Member
450 that has not paid its dues within ten (10) days after the date upon which such dues are required to
451 be paid.

452 (c) Dues Delinquent. A Member will be considered delinquent in its dues ("Dues
453 Delinquent") if the Secretary does not receive the required dues payment within thirty (30) days
454 after issuance of the Dues Notice.

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456
457 ARTICLE VI
458 WORKING GROUPS
459

460 Section 1. Creation of Working Groups. The Board will create Working Groups to
461 develop Material that is within the Scope Of The Organization. The Board will approve a
462 charter for each such Working Group that will define the Material to be developed by the
463 Working Group, and will appoint a chair for each Working Group. The Board may create and
464 charter Working Groups to perform tasks or develop other material necessary for the operation of
465 WS-I, such as the development of marketing recommendations, white papers, guidelines,
466 messaging, positioning, content and common collateral. The first Working Groups created by the
467 Board will be chartered to (a) develop Specifications that describe the steps required to
468 implement the following standards in such a way that promotes their interoperability: (i) XML
469 1.0 Second Edition, (ii) XML Schema Part 1:Structures, (iii) XML Schema Part 2:Datatypes, (iv)
470 Namespaces in XML, (v) XML Base, (vi) WSDL 1.1, (vii) SOAP 1.1, and (viii) UDDI 1.0; and
471 (b) develop Test Material to determine whether an implementation of a web service satisfies
472 certain selected requirements of such Specifications.

473 Section 2. Membership In Working Groups. Upon appointment, the Working Group
474 chair will promptly send a notice to all Members inquiring as to whether they desire to
475 participate in the Working Group. The members of the Working Group will consist of (i) each
476 Founding Member and (ii) each Contributing or Associate Member that indicates a desire to
477 participate in the Working Group. Each such member shall appoint one person to act as its
478 representative in the Working Group, and will so advise the Working Group chair. The member
479 may replace its representative at any time by providing written notice to the chair. If necessary
480 to prevent the Working Group from becoming unworkably large, the Working Group chair may

481 partition the Working Group into subgroups (e.g., a subgroup for actively developing the
482 material) and appoint members of the Working Group who may participate in each subgroup.
483 Regardless of the manner in which the Working Group is partitioned, no Material will be
484 approved by the Working Group unless approved by a majority of the Founding and
485 Contributing Members in Good Standing of the entire Working Group.

486 Section 3. Members In Good Standing. A member of a Working Group is in Good
487 Standing if it was represented at at least three Working Group meetings of the last four (if there
488 have been at least four meetings) and is not Dues Delinquent. A member of the Working Group
489 that is not in Good Standing may, at the discretion of the Working Group chair, lose its
490 membership status in the Working Group. Members of the Working Group that are not in Good
491 Standing will not be entitled to vote on matters (e.g., approval of Material) brought before the
492 Working Group. Each Founding and Contributing Member in Good Standing of the Working
493 Group will have only one vote within the Working Group. Associate Members do not vote on
494 Working Groups matters at any time.

495 Section 4. Working Group Meetings. The Working Group chair will schedule Working
496 Group meetings and provide adequate written notice (at least 14 calendar days) prior to all such
497 meetings to each of the Working Group members. Working Group meetings need not be delayed
498 or rescheduled merely because one or more of the members of the Working Group cannot attend
499 or participate. Any Member may attend any Working Group meeting and may make any
500 proposal to the Working Group. Only Founding and Contributing Members in Good Standing are
501 entitled to vote in the Working Group.
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ARTICLE VII
MATERIAL
507

508 Section 1. Test Material. Test Material will include certain test materials that one or
509 more Working Groups will be chartered to develop, which shall include the following:
510

511 (a) Test Sniffers. Test Sniffers will be software programs that monitor the
512 incoming and outgoing messages to the web service being tested and generate a log of such
513 messages. It is expected that a separate Test Sniffer may be developed for each platform on
514 which web services are to be tested.
515

516 (b) Test Analyzers. Test Analyzers will be software programs that analyze the
517 incoming and outgoing messages logged by a Test Sniffer and generate a report stating whether
518 the web service satisfied certain selected requirements of one or more standards. The first Final
519 Test Analyzer adopted by WS-I must test for satisfaction of certain selected requirements of the
520 Specifications developed by the first Working Groups as provided in ARTICLE VI. Test
521 Analyzers will be written in at least both Java and C#. Final Test Analyzers will be made
522 available for use by the Members or third parties only by simultaneous release in both Java and
523 C# versions. It is expected that a separate Test Analyzer will be developed for each platform on
524 which web services are to be tested. It is further expected that versions of Test Analyzers will be

525 successively adopted to, for example, expand the requirements of a particular standard that are
526 selected for test, or increase the number of standards the requirements of which are tested.

527

528 (c) Test Procedures. Test Procedures will describe (A) the procedure for
529 conducting testing of web services using the Test Materials in order to determine whether such
530 web service complies with certain selected requirements of a particular standard or set of
531 standards, and (B) the permissible uses of the Test Materials and the results obtained from such
532 use.

533 Section 2. Sample Applications. One or more Working Groups may be chartered to
534 develop Sample Applications.

535 Section 3. Specifications. One or more Working Groups may be chartered to develop
536 Specifications.

537 Section 4. Limitation On Material. No Material that falls outside of the Scope Of The
538 Organization may be approved by a Working Group or the Board.

539

540 Section 5. Working Group Draft Material. Material will be developed by the Working
541 Group created and chartered by the Board to develop such Material in accordance with these
542 Bylaws, and in accordance with procedures adopted by the Working Group that are not
543 inconsistent with these Bylaws. Minutes of all Working Group meetings will be kept and
544 submitted to the Secretary no later than seven (7) days after the meeting. The Secretary will
545 maintain the records for review by the Members.

546

547 Section 6. Adoption of Material

548 (a) Material will not be deemed Final Material until it has been (i) first, approved by the
549 Working Group chartered to develop such Material, (ii) thereafter, approved by the Board, and
550 (iii) thereafter, approved by the Founding and Contributing Members, according to the
551 procedures specified below.

552 (b) Approval of Material by the Working Group.

553 (i) Circulation of Material Proposed for Approval by the Working Group. To
554 ensure that each member of the Working Group has the opportunity to review any Material prior
555 to approval by the Working Group, the Material to be considered for approval by the Working
556 Group must be circulated by the Working Group chair, with notice that the review is to
557 commence (for purposes of this Section 6(b)(i), "Notice"), to all of the members of the Working
558 Group by secure e-mail or by registered mail at least thirty (30) days prior to the date for the
559 Working Group Approval Meeting. The Material for consideration at the Working Group
560 Approval Meeting will be the Material that a majority of the Working Group Founding and
561 Contributing members in Good Standing and in attendance at a Working Group meeting agree is
562 final. During this review period, the members of the Working Group agree to meet and confer
563 regarding any inconsistencies or other issues that members of the Working Group may raise as
564 part of their review of the Material.

565 (ii) Working Group Approval Meetings. The Working Group chair shall send
566 written notice to all of the Working Group members advising of the date of a Working Group
567 Approval Meeting and shall identify the particular Material to be considered for approval at such
568 meeting. The Meeting shall be set for a date no earlier than the later of fourteen (14) calendar
569 days after the mailing date of such notice and thirty (30) days after the mailing date of the
570 Material to be considered for approval at such meeting. Proposed changes to the Material may
571 be circulated by the proposing party to all other members of the Working Group no later than
572 seven (7) calendar days prior to the date of such meeting. No proposed changes which are sent
573 after that time shall be considered. The Working Group is under no obligation to make any of
574 the proposed changes to the Material. No Working Group Approval Meeting shall be deemed
575 validly held unless at least a majority (i.e., more than one half) of the Working Group Founding
576 and Contributing members in Good Standing are in attendance, either in person or electronically,
577 at such meeting.

578 (iii) Voting Process. Material shall be deemed approved by the Working Group
579 when it is approved by a majority vote of the Working Group Founding and Contributing
580 Members in Good Standing in attendance at a Working Group Approval Meeting. Any changes
581 made to the Material after the circulation of such material shall be clearly identified at such
582 meeting. The Working Group Members in attendance at a Working Group Approval Meeting
583 shall be free to modify the Material to include proposed changes circulated by the proposing
584 party to all other Working Group Members at least seven (7) calendar days prior to the Working
585 Group Approval Meeting.

586 (iv) Notice of Approval of Material by the Working Group. Within one (1) week
587 following the date of approval of a Material by the Working Group, the Working Group chair
588 shall send written notice of such approval, including a copy of such approved Material, to all
589 Members and the Secretary.

590 (c) Approval Of Material By The Board.

591 (i) Circulation of Materials for Approval by the Board. To ensure that each
592 Member has the opportunity to review any Material approved by the Working Group, the item
593 must be circulated by the Secretary, with notice that the review is to commence (for purposes of
594 this Section 6(c)(i), "Notice"), to all Members of WS-I by secure e-mail or by registered mail no
595 later than one (1) week after the Secretary's receipt of the approved item pursuant to Article VII,
596 Section 6(b)(iv) hereof and at least thirty (30) days prior to the Board meeting at which the
597 Material will be considered for approval by the Board. During this review period, Members will
598 provide any comments or objections to the Material under review to the Board and the Board
599 members agree to meet and confer regarding any such comments or objections or other issues
600 that any Member in WS-I Good Standing may raise as part of its review.
601

602 (ii) Board Adoption Meetings. Material approved by the Working Group will
603 be considered for approval at a Board meeting, which meeting shall be set for a date no earlier
604 than the later of fourteen (14) calendar days after the mailing date of the Board meeting notice
605 and thirty (30) days after the mailing date of the Material to be considered for approval at such
606 Board meeting. Proposed changes to the Material may be circulated by the proposing Member to

607 all Board members no later than seven (7) calendar days prior to the date of such meeting. No
608 proposed changes which are sent after that time shall be considered. The Board shall be under
609 no obligation to adopt any of the proposed changes to the Material.

610 (iii) Notice of Approval Of Material. If the Material is approved by the Board
611 unmodified, within one (1) week following the date of approval the Secretary shall send written
612 notice of such approval, including a copy of such Material, to all members. If the Material is
613 modified by the Board prior to approval, within one (1) week following the date of approval the
614 Secretary shall send written notice of such modification and approval to the Working Group
615 chair and the approval process will begin again except that the notice periods for the Working
616 Group and Board review period shall be shortened from thirty (30) calendar days to fourteen (14)
617 calendar days.

618
619 (d) Approval Of Material By Members.

620
621 (i) Circulation of Material to the Members. To ensure that each Member has
622 the opportunity to review any Material approved by the Board, the item must be circulated by the
623 Secretary, with notice that the review is to commence (for purposes of this Section 6(d)(i)
624 "Notice"), to all Members by secure e-mail or by registered mail no later than one (1) week after
625 the Board's approval pursuant to Article VII, Section 6(c)(iii) hereof and at least fourteen (14)
626 calendar days prior to the vote at which the Material will be considered for approval by the
627 Members as Final Material.

628 (ii) Voting Process. The Secretary will define a seven (7) calendar day voting
629 period ("Voting Period"), which shall begin no earlier than fourteen (14) calendar days after the
630 mailing of the notice of such vote, during which any Founding or Contributing Member in WS-I
631 Good Standing may cast a vote by E-mail to the Secretary. A Member is in WS-I Good Standing
632 if it was represented at at least three Member meetings of the last four (if there have been at least
633 four meetings), is not Dues Delinquent, and has been a Member for at least thirty (30) days prior
634 to the vote.

635 (iii) Approval By Members. Material approved by the Board will become
636 Final Material if approved by a majority of the votes cast by Founding and Contributing
637 Members in WS-I Good Standing during the Voting Period.

638 (e) Notice of Adoption Of Material. Within one (1) week following the date of
639 approval by the Members of Material, the Secretary shall send written notice indicating such
640 adoption, including a copy of such Final Material, to all Members.

641 (f) Errata Corrections to Final Material. After Final Material has been adopted,
642 Errata Corrections to the Final Material may be proposed by any member of the Working Group
643 that initially developed such Material by circulating a statement to the Working Group that
644 clearly identifies the error to be corrected or the revision to be made and provides a reasonable
645 explanation for the Errata Correction proposed. The Errata Corrections shall be deemed adopted
646 when approved by both the Working Group and the Board according to the procedures set out
647 above for adopting Final Material.

648 (g) Modifications to Final Material. Except for Errata Correction, once Final
649 Material has been adopted, any updates or alterations to it can be effected only by adopting a
650 new Material in accordance with these Bylaws.

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ARTICLE VIII
PUBLICITY/PUBLICATIONS

656 Section 1. Publication. The Board may publish Draft Material and Final Material as
657 it determines appropriate and may develop and adopt procedures governing such publication.
658 However, each Final Specification will be published as soon as practicable following its adoption
659 but in no event shall such publication occur later than forty-five (45) days following its adoption.
660 Any publication of Specifications or other technical documents by WS-I will include the
661 following disclaimer language:

662

663 The material contained herein is not a license, either expressly or impliedly, to any
664 intellectual property owned or controlled by any of the authors or developers of this
665 material or WS-I. The material contained herein is provided on an "AS IS" basis and to
666 the maximum extent permitted by applicable law, this material is provided AS IS AND
667 WITH ALL FAULTS, and the authors and developers of this material and WS-I hereby
668 disclaim all other warranties and conditions, either express, implied or statutory,
669 including, but not limited to, any (if any) implied warranties, duties or conditions of
670 merchantability, of fitness for a particular purpose, of accuracy or completeness of
671 responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence.
672 ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET
673 ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR
674 NON-INFRINGEMENT WITH REGARD TO THIS MATERIAL.

675

676 IN NO EVENT WILL ANY AUTHOR OR DEVELOPER OF THIS MATERIAL OR
677 WS-I BE LIABLE TO ANY OTHER PARTY FOR THE COST OF PROCURING
678 SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOSS OF USE, LOSS OF
679 DATA, OR ANY INCIDENTAL, CONSEQUENTIAL, DIRECT, INDIRECT, OR
680 SPECIAL DAMAGES WHETHER UNDER CONTRACT, TORT, WARRANTY, OR
681 OTHERWISE, ARISING IN ANY WAY OUT OF THIS OR ANY OTHER
682 AGREEMENT RELATING TO THIS MATERIAL, WHETHER OR NOT SUCH
683 PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

684 Section 2. Website Standards. The Board will develop standards for the creation and
685 maintenance of the organization's website, including a published statement regarding unsolicited
686 submissions to the organization.

687 Section 3. Press Releases. Any Member may make public announcements or press
688 releases concerning its own activities as a Member. No Member may make a press or other
689 public announcement regarding the activities of another Member as a Member or use the name
690 of another Member in a press or other public announcement regarding this Agreement without
691 the consent of that Member. Each Member shall use reasonable efforts to avoid publicly
692 implying that another Member publicly endorses Material unless that other Member

693 affirmatively authorizes such statements. However, the Board may issue press or other public
694 announcements regarding the activities of WS-I and will be able to identify Members in a
695 reasonable manner.

696 Section 4. Submission to Standards Organization. Final Specifications may be
697 submitted to a standards setting organization, if approved by the Board, under the terms specified
698 in the IPR Agreement. In any submission to a standards organization, the Members who, based
699 on a good faith investigation by the Board, submitted Contributions that were included in the
700 Final Specifications, shall be identified as co-authors thereof. The failure to identify any
701 Member as a co-author has no effect on that Member's obligations to grant licenses under the
702 IPR Agreement.

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ARTICLE IX USE OF NAME

709 Section 1. Name. The Founding Members have selected "Web Services-
710 Interoperability Organization" as the name of this organization and have selected "WS-I" as the
711 acronym (collectively, the "Name"). The Board may, upon unanimous consent, select a new
712 Name. The Board will send reasonable advance notice to all of the Members prior to the
713 adoption of any new Name.

714

715 Section 2. Prohibition on Registration of the Name. No Member shall register or
716 attempt to register the Name or any name, trademark, or service mark confusingly similar to the
717 Name, or register any second level domain name that uses the Name in a way likely to create
718 confusion regarding the ownership of the second level domain name, anywhere in the world.
719 Any Member that holds a second level domain name that uses the Name as described above will
720 (1) redirect it to the official WS-I website and (2) assign it to WS-I upon request of the Board.

721

722 Section 3. Prohibition on Assertion of Rights in the Name. Each Member agrees not
723 to assert any rights in the Name against any other Member, Adopter, or their Affiliates, or any
724 Test Licensee, or to object to the use of the Name by such parties as long as their use of the
725 Name is in compliance with their Membership Agreement, the Adopter Agreement, or the Test
726 Licensee Agreement, as applicable.

727

728 Section 4. Required Use of the Name. The Members agree that when they refer to
729 Final Materials, they will use the Name or use some other means to accurately describe WS-I as
730 the origin of the Materials. Except as provided in the previous sentence, no Member shall be
731 obligated to use the Name on any product, advertising, or other materials in any manner. Each
732 Member uses the Name at its own risk.

733 Section 5. Limitations on the Use of the Name. The Members agree that they will use
734 the Name only for the limited purpose of promoting the WS-I organization and the use of
735 Material, and for labeling, promoting, and marketing products that comply with a Final

736 Specification. No Member shall use the Name or any name, trademark, or service mark
737 confusingly similar to the Name to promote, or refer to, other initiatives or technologies.

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ARTICLE X
ANTITRUST GUIDELINES

744 WS-I and its Members are committed to fostering open competition in the development
745 of web-based products and services. WS-I and its Members acknowledge that Members may
746 compete with one another in various lines of business and that it is therefore imperative that they
747 and their representatives act in a manner that does not violate any applicable antitrust laws and
748 regulations. Members may have similar agreements with others. Each Member may design,
749 develop, manufacture, acquire or market competitive specifications, products and services, and
750 conduct its business in whatever way it chooses. No Member is obligated to announce or market
751 any products or services. Without limiting the generality of the foregoing, Members may not
752 engage in discussions that would violate the antitrust laws and agree to abide by the antitrust
753 guidelines adopted by WS-I. Accordingly, any Members hereby assume responsibility to
754 provide appropriate legal counsel to their representatives regarding the importance of limiting
755 their discussions to subjects that relate to the purposes of WS-I, whether or not such discussions
756 take place during formal meetings, informal gatherings, or otherwise.

757 The Board shall adopt, upon recommendation of counsel, formal and comprehensive
758 antitrust guidelines. Each Member agrees to abide by these guidelines in all WS-I activities.

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ARTICLE XI
OFFICE AND BOOKS

763 Section 1. Office. The office of the Corporation shall be located at such place as the
764 Board may from time to time determine.

765

766 Section 2. Books. There shall be kept at the office of the Corporation correct books
767 of account of the activities and transactions of the Corporation, including a minute book which
768 shall contain a copy of the certificate of incorporation, a copy of these Bylaws, and all minutes of
769 the meetings of the Board.

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ARTICLE XII
CORPORATION SEAL

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773 The seal of the Corporation shall be circular in form and shall bear the name of the
774 Corporation and words and figures showing that it was incorporated in the State of New York
775 and the year of incorporation.

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ARTICLE XIII

781 FISCAL YEAR

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783 The fiscal year of the Corporation shall end on December 31st of each year or at such
784 other date as the Board may determine.

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787 ARTICLE XIV
788 INDEMNIFICATION

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790 The Board may, in its sole discretion, allow the Corporation to, to the fullest extent now
791 or hereafter permitted by law, indemnify any person made, or threatened to be made, a party to
792 any action or proceeding by reason of the fact that such person or such person's testator or
793 intestate was a director, officer, employee or agent of the Corporation, against judgments, fines,
794 amounts paid in settlement and reasonable expenses, including attorneys' fees.

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798 ARTICLE XV
799 AMENDMENTS

800 Any amendment of these Bylaws shall be developed in a Working Group created by the
801 Board for such purpose. Such amendment will be developed and adopted using the procedures
802 for developing and adopting Material set out in the then current-version of the Bylaws. No
803 amendment to the Bylaws may be approved that creates a conflict between the Bylaws and the
804 Membership Agreements or the IPR Agreement, and any amendment that purports to do so is
805 void. The provisions in any such amended Bylaws will be binding, subject to the terms of the
806 Membership Agreements, upon all of the Members.

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809 ARTICLE XVI
810 ELECTED DIRECTOR ELECTIONS

811
812 Section 1. Schedules. Elections shall be conducted in March of each year.
813 Nominations will be accepted by the Secretary beginning January 1 (the "Start of Nominations").
814 Acceptance of nominations must be provided to the Secretary by February 15 (the "End of
815 Nominations"). By March 1, the Secretary shall distribute to all Founding and Contributing
816 Members the list of Contributing Member nominees and the details of the method of casting
817 votes as adopted by the Board. The balloting will begin on or about March 15 and be completed
818 within 7 calendar days, and the Secretary shall publish the results to the Members within 7
819 calendar days of the end of the balloting period. Each Elected Directors term shall begin on
820 April 1. Special circumstances may require the Board to adjust the above election process dates,
821 but in any event, the Elected Directors term shall begin on April 1 and continue for either 1 or 2
822 years, determined so as to be consistent with Article II, Section 1(b) hereof.

823
824 Section 2. Nominations. Each Founding and Contributing Member in WS-I Good
825 Standing as of the Start of Nominations may nominate one or more Contributing Members for

826 election. Each nominee, should they wish to accept nomination, must provide to the Secretary,
827 before the End of Nominations (i) the name and curriculum vitae of their proposed Elected
828 Board member, (ii) an optional written statement and picture, and (iii) a written commitment
829 from their company to allocate time and resources to fulfill Board obligations and support the
830 organization. Each Contributing Member may be nominated only once in each regular or special
831 election cycle, regardless of the number of vacant seats. Any Contributing Member which would
832 have more than one representative on the Board if elected, which is not a member in Good
833 Standing at the End of Nominations, which has not been a Member in WS-I Good Standing for at
834 least ninety (90) days by the End of Nominations, or which has not been a member in Good
835 Standing of one or more Working Groups, the Board or a Board SubCommittee for at least sixty
836 (60) days by the End of Nominations is ineligible to be a nominee.

837
838 Section 3. Voting. Each Founding and Contributing Member that was a Member in
839 WS-I Good Standing as the End of Nominations is eligible to cast its ballot in the election. Each
840 such Member may cast one vote for each seat being filled but may not cast more than one vote
841 for any single nominee. The Contributing Member nominees (depending on the number of seats
842 being filled in the election) that receive the most votes shall be elected. Any ties shall be broken
843 by a majority vote of the then existing Board.

844
845 Section 4. Methods of Casting Votes. The Board may establish such physical or
846 electronic voting method as it deems fit for an election. The process adopted shall be designed to
847 reasonably ensure that the vote of each eligible Founding or Contributing Member casting its
848 ballot shall be accurately recorded, that only eligible Founding or Contributing Members are
849 allowed to vote, that only nominees receive votes, and that otherwise erroneous or fraudulent
850 balloting is prevented.

851
852 Section 5. Default Balloting. In the case where the Board is unable to adopt a voting
853 method, each Founding or Contributing Member shall cast votes (depending on the number of
854 open seats) in an unambiguous and unconditioned written letter delivered during the balloting
855 period to the Secretary by overnight courier service or certified mail, return receipt requested.
856 The Secretary shall verify each Founding or Contributing Member's eligibility to vote and the
857 eligibility of the recipients of the votes prior to recording the ballot.

858
859 Section 6. Special Elections. In the circumstance where a special election is
860 required, the Board will adopt a schedule reasonably similar to the schedule for a regular
861 election. Special elections shall be conducted, to the extent feasible, using the same process as
862 for a regular election.

863 ATTACHMENT A
864

IPR AGREEMENT

