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

4
5 **ARTICLE I**
6 **PURPOSES AND DEFINITIONS**
7

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

17 Section 2. Definitions.

18
19 "Adopter" means any entity that has executed a copy of an Adopter Agreement with WS-
20 I and delivered it to the Secretary.
21

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

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

32 "Board" shall have the meaning assigned to such term in ARTICLE II, Section 1 hereof.
33

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

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

39 "Contribution" shall have the meaning assigned to such term in Section 1(d) of the IPR
40 Agreement.
41

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

45 "Draft Sample Applications" shall have the meaning assigned to such term in Section 1(f)

46 of the IPR Agreement.

47

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

50

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

53

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

56

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

59

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

62

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

65

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

68

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

71

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

75 "IBM" means International Business Machines Corporation.

76

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

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

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

86

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

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

91 "Members" means the Founding Members, Contributing Members, and Associate
92 Members.

93
94 "Membership Agreement" means the standard agreement entered into by WS-I and each
95 Member individually setting forth the Member's rights and obligations in connection with WS-I.

96
97 "Microsoft" means Microsoft Corporation.

98
99 "Repository" shall have the meaning assigned to such term in ARTICLE III, Section
100 5(d)(ii) hereof.

101
102 "Sample Application" shall have the meaning assigned to such term in Section 1(u) of the
103 IPR Agreement.

104
105 "Scope Of The Organization" shall have the meaning assigned to such term in Section
106 1(w) of the IPR Agreement.

107
108 "Specification" shall have the meaning assigned to such term in Section 1(x) of the IPR
109 Agreement.

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

113
114 "Voting Period" shall have the meaning assigned to such term in ARTICLE VII, Section
115 6(d)(ii) hereof.

116
117 "Working Groups" means the groups established and organized in accordance with these
118 Bylaws to develop Material and perform such other tasks as appointed by the Board.

119
120
121 ARTICLE II
122 BOARD OF DIRECTORS
123

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

131 (a) Founding Directors shall be appointed annually by the Founding Members
132 and each director shall continue in office until his/her successor shall have been appointed. A

133 Founding Director may only be removed by the Founding Member that appointed such director,
134 with or without cause.

135 (b) Elected Directors are the representatives of their respective Contributing
136 Members selected in accordance with Article XVI hereof. Each Elected Director shall serve a
137 two year term, each term commencing on the first day of April in the year in which its respective
138 Contributing Member was elected and ending two years later, except that the term of the Elected
139 Director appointed by the Contributing Member receiving fewer votes in the initial 2003 election
140 shall be one year.

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

147 (d) If a Contributing Member removes its Elected Director and fails to
148 designate a replacement within 30 days, or if an Elected Director is otherwise removed, a special
149 election will be held to fill the vacant seat for the remainder of the normal term within sixty (60)
150 days unless there are less than six (6) months remaining in the term. If there are less than six (6)
151 months remaining in the term, the seat will remain vacant until the next election.

152
153 Section 2. Power and Duties. The Board shall have general power to manage and
154 control the affairs and property of the Corporation, to adopt rules and regulations governing the
155 action of the Board and to distribute and pay out the moneys received by the Corporation from
156 time to time, subject to section 501(c)(6) and other applicable provisions of the Internal Revenue
157 Code and the provisions of the Not-For-Profit Corporation Law of the State of New York.

158
159 Section 3. Board Member in Good Standing. A Board member will be in Good
160 Standing, and thus eligible to vote on issues coming before the Board, if the Board member was
161 represented at at least three Board Meetings of the last four (if there have been at least four
162 Meetings) and the Member it represents is not Dues Delinquent. Founding Members may
163 replace their representative on the Board at any time by providing written notice to the Secretary.

164
165 Section 4. Chairman of the Board. The initial Chairman of the Board (the
166 “Chairman”) will be IBM (or the person designated by IBM to be a Director). A new Chairman
167 may be elected at a Board Meeting by a simple majority vote (i.e., more than half) of the
168 members of the Board. The Chairman shall be responsible for calling and chairing Board
169 meetings.

170
171 Section 5. Regular and Special Board Meetings. The Chairman will schedule
172 regular and (as applicable) special meetings of the Board. The Board may hold its meetings at
173 such place within or without the State of New York as the Board may from time to time
174 determine. No Board Meeting will be deemed to have been validly held unless the Chairman
175 provided notice of same to each of the members of the Board in Good Standing at least fourteen
176 (14) calendar days prior to such Meeting, which notice will identify all potential actions to be
177 undertaken by the Board at the Board Meeting. No Board member in Good Standing will be
178 intentionally excluded from Board Meetings; however, Board Meetings need not be delayed or

179 rescheduled merely because one or more of the Board members cannot attend or participate so
180 long as at least a quorum of Board members (2/3 of the Board members then in Good Standing)
181 are represented at the Board Meeting. No Board member will be denied an opportunity to vote
182 because it is not physically present at a Board Meeting.

183
184 Section 6. Conference Telephone. Any one or more members of the Board may
185 participate in a meeting of the Board by means of a conference telephone or similar
186 communications equipment allowing all persons participating in the meeting to hear each other
187 at the same time. Participation by such means shall constitute presence in person at the meeting.
188

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

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

196 (b) For actions (i) adopting Material, (ii) chartering or amending the charter of
197 any Working Groups, (iii) approving or amending the bylaws, (iv) terminating a Member's
198 Membership Agreement in accordance with its terms, (v) approving the incorporation
199 documents, (vi) approving any press release, public announcement or other public
200 communication (e.g., white papers, guidelines), (vii) entering into a formal affiliation with
201 another organization, or (viii) any other action not described in section (c) below that two or
202 more members reasonably believe is outside of the Scope Of The Organization (upon request,
203 the members will disclose the reasons for their belief), such action must be approved by all but
204 one of the total number of Board members in Good Standing. Any Board member voting against
205 any such action that was approved by a majority of the Board members in Good Standing
206 represented at the Board Meeting must provide a reasonable explanation for its objection during
207 such Board Meeting and agrees to consult in good faith with the other Board members to attempt
208 to resolve its concerns; and

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

219

220 Section 8. Unanimous Action By The Board. Notwithstanding the foregoing, the
221 Board may take any action unanimously approved by all of the members in Good Standing of the
222 Board at any meeting in which all members in Good Standing of the Board are represented.
223

224 Section 9. Action by Written Consent. Any action required or permitted to be taken
225 by the Board or any committee thereof may be taken without a meeting if there is a unanimous
226 consent of the members of the Board or committee in writing to the adoption of the resolution
227 authorizing the action. All such written consents shall be filed with the minutes of the
228 proceedings of the Board or committee.
229

230 Section 10. Confidentiality of Board Proceedings. Persons other than Board members
231 will not be permitted to attend Board Meetings unless approved in advance by the Board.
232 Minutes of Board Meetings will not be distributed outside the Founding Members' organizations
233 unless approved by the Board.
234

235
236 ARTICLE III
237 OFFICERS
238

239 Section 1. Election. The Board may elect a president, one or more vice-presidents, a
240 secretary and a treasurer, and such other officers as it may determine. Any two or more offices
241 may be held by the same person except the offices of president and secretary. No instrument
242 required to be signed by more than one officer may be signed by one person in more than one
243 capacity.
244

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

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

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

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

259
260 (a) President
261

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

267
268 (b) Vice President
269

270 The Board may appoint a Vice President of the Company, who shall serve in such
271 capacity until his successor has been duly elected and qualified. In the absence of the President
272 or in the event of his inability or refusal to act, the Vice President (or in the event there be more
273 than one Vice President, the Vice Presidents in the order designated by the Board, or in the
274 absence of any designation, then in the order of their election) shall perform the duties of the
275 President, and when so acting, shall have all the powers of and be subject to all the restrictions
276 upon the President. The Vice Presidents shall perform such other duties and have such other
277 powers as the Board may from time to time prescribe.

278
279 (c) Treasurer
280

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

287
288 The Treasurer shall disburse the funds of the Corporation as may be ordered by
289 the Board, taking proper vouchers for such disbursements, and shall render to the President and
290 the Board, at its regular meetings, or when the Board so requires, an account of all his
291 transactions as Treasurer and of the financial condition of the Corporation.

292
293 (d) Secretary. The Secretary's powers and duties shall be as follows:

294 (i) Appointment. The Secretary shall serve for a term of six (6) months. The
295 initial Secretary will be Microsoft. An Assistant Secretary shall be appointed by the Board to
296 assist the Secretary, perform the Secretary's duties when the Secretary is unavailable, and
297 perform such other duties as the Secretary may delegate. After the Secretary has served its six
298 (6) month term, the Assistant Secretary shall become the Secretary and the Board shall appoint a
299 new Assistant Secretary. The Board may remove and replace the Secretary or Assistant Secretary
300 at any time. The Secretary may be a representative of a Founding Member or the Board may
301 appoint an independent organization to perform the duties of the Secretary, in such case, there
302 shall be no Assistant Secretary and the Secretary shall serve until removed by the Board.

303 (ii) Duties of the Secretary. The Secretary shall be responsible for maintaining,
304 collecting, and updating the records and files related to the administration of this Agreement,
305 including (A) keeping a list of all Founding Members, Contributing Members, Associate
306 Members, Adopters, and members of Working Groups, and copies of all Membership and

307 Adopter Agreements, (B) establishing a common repository for housing the "master copies" of
308 Material and Contributions (the "Repository") and for managing version control, (C) creating
309 and managing the content of the official WS-I web site, (D) acting as the primary
310 interface/official address for all incoming/outgoing notices, and (E) distributing Final Test
311 Material and Final Sample Applications from the official WS-I web site under the license
312 agreements agreed to in the IPR Agreement. The Founding Members agree to abide by the terms
313 that the Secretary reasonably establishes concerning the Repository. The Secretary shall make
314 lists and agreements relating to Contributing and Associate Members available to the Founding
315 Members at any time upon request. The Secretary may designate an agent to perform one or
316 more of its duties if approved by a majority of the Founding Members.

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

321 (e) Assistant Secretary. The Assistant Secretary's powers and duties shall be as
322 follows:
323

324 (i) Appointment. The Assistant Secretary shall serve for a term of six (6) months
325 and shall be appointed by the Board to assist the Secretary perform the Secretary's duties when
326 the Secretary is unavailable, and perform such other duties as the Secretary may delegate. After
327 the Secretary has served its six (6) month term, the Assistant Secretary shall become the
328 Secretary and the Board shall appoint a new Assistant Secretary. The Board may remove and
329 replace the Secretary or Assistant Secretary at any time. In the event the Board appoints an
330 independent organization to perform the duties of the Secretary, there shall be no Assistant
331 Secretary and the Secretary shall serve until removed by the Board.

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

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

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

346
347

348 ARTICLE IV
349 CONTRACTS, CHECKS, BANK ACCOUNTS AND INVESTMENTS
350

351 Section 1. Disbursements. A process for approving expenditures (including
352 documenting payments received and expenditures allocated, preventing commingling of funds,
353 disposition of the funds upon bankruptcy of the Secretary, etc.) will be developed by the Board.
354

355 Section 2. Expenses. Each Member will bear its own costs and expenses in
356 connection with its performance of its rights and duties in respect of the Corporation, including,
357 without limitation, compensation of its employees, and all travel and living expenses associated
358 with any Member's participation in any meetings and conferences called in connection with the
359 activities of the WS-I organization.
360

361 Section 3. Checks, Notes and Contracts. The Board is authorized to select such
362 depositories as it shall deem proper for the funds of the Corporation and shall determine who
363 shall be authorized in the Corporation's behalf to sign bills, notes, receipts, acceptances,
364 endorsements, checks, releases, contracts and documents.
365

366 Section 4. Investments. The funds of the Corporation may be retained in whole or in
367 part in cash or be invested and reinvested from time to time in such property, real, personal or
368 otherwise, or stocks, bonds or other securities, as the Board in its discretion may deem desirable.
369

370 ARTICLE V
371 MEMBERS AND ADOPTERS
372

373 Section 1. Members and Adopters
374

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

381 (b) Membership/Affiliates. Notwithstanding the above, only one entity of an
382 Affiliated group of entities may be a Member of WS-I at any time. Membership Agreements
383 signed by Affiliates of existing Members are void. In the event of a merger, which would result
384 in two or more Affiliates being Members, the Affiliates involved will immediately inform the
385 Secretary as to which Members are withdrawing. In any event, Members who are Affiliates shall
386 collectively have only one vote.
387

388 (c) Classes of Membership. WS-I shall have three classes of membership: Founding
389 Members, Contributing Members and Associate Members.
390

391 (i) Rights, Privileges and Responsibilities of Contributing and Associate
392 Members: The Contributing and Associate Members shall have the rights, privileges and
393 responsibilities as set forth in the Membership Agreement.

394
395 (ii) Rights, Privileges and Responsibilities of Founding Members: Founding
396 Members shall have all of the privileges of Contributing Members described in Section 1(c)(i) of
397 this ARTICLE V. In addition, each Founding Member shall have the right to designate one (1)
398 person to serve on the Board, as provided in ARTICLE II, Section 1. One or more additional
399 parties may be added to the Founding Members with the unanimous written consent of the then-
400 current Founding Members.

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

403
404

Section 2. Member Meetings

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

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410

Section 3. Membership Dues

411 (a) Funding. Each Founding Member will pay dues of \$50,000 (or an amount specified
412 by the Board) for each Membership Year. Each Contributing Member will pay dues of \$3,000
413 (or an amount specified by the Board) for each Membership Year; however each Contributing
414 Member that provides an Elected Director to the Board will pay pro-rata dues of \$4,166.67 per
415 month (or an amount specified by the Board) for the period in which the Contributing Member is
416 permitted to provide such Elected Director to the Board. Associate members will pay no dues
417 (or an amount specified by the Board). For Contributing Members, or any parties added as
418 Founding Members pursuant to Article V, Section 1(c)(ii), their first Membership Year is the 12-
419 month period beginning on the first of the month containing the Effective Date for their
420 Membership Agreement; for the nine Founding Members, their first Membership Year began on
421 February 1, 2002. Dues will be due upon execution of the Membership Agreement, the effective
422 date of appointment to the Board, and on the first day of each subsequent Membership Year.

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

429 (c) Dues Delinquent. A Member will be considered delinquent in its dues ("Dues
430 Delinquent") if the Secretary does not receive the required dues payment within thirty (30) days

431 after issuance of the Dues Notice. The Secretary shall promptly send out a written notice
432 notifying all Members that a Member has become Dues Delinquent.

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ARTICLE VI
WORKING GROUPS

438 Section 1. Creation of Working Groups. The Board will create Working Groups to
439 develop Material that is within the Scope Of The Organization. The Board will approve a
440 charter for each such Working Group that will define the Material to be developed by the
441 Working Group, and will appoint a chair for each Working Group. The Board may create and
442 charter Working Groups to perform tasks or develop other material necessary for the operation of
443 WS-I, such as the development of marketing recommendations, white papers, guidelines,
444 messaging, positioning, content and common collateral. The first Working Groups created by the
445 Board will be chartered to (a) develop Specifications that describe the steps required to
446 implement the following standards in such a way that promotes their interoperability: (i) XML
447 1.0 Second Edition, (ii) XML Schema Part 1:Structures, (iii) XML Schema Part 2:Datatypes, (iv)
448 Namespaces in XML, (v) XML Base, (vi) WSDL 1.1, (vii) SOAP 1.1, and (viii) UDDI 1.0; and
449 (b) develop Test Material to determine whether an implementation of a web service satisfies
450 certain selected requirements of such Specifications.

451 Section 2. Membership In Working Groups. Upon appointment, the Working Group
452 chair will promptly send a notice to all Members inquiring as to whether they desire to
453 participate in the Working Group. The members of the Working Group will consist of (i) each
454 Founding Member and (ii) each Contributing or Associate Member that indicates a desire to
455 participate in the Working Group. Each such member shall appoint one person to act as its
456 representative in the Working Group, and will so advise the Working Group chair. The member
457 may replace its representative at any time by providing written notice to the chair. If necessary
458 to prevent the Working Group from becoming unworkably large, the Working Group chair may
459 partition the Working Group into subgroups (e.g., a subgroup for actively developing the
460 material) and appoint members of the Working Group who may participate in each subgroup.
461 Regardless of the manner in which the Working Group is partitioned, no Material will be
462 approved by the Working Group unless approved by a majority of the Founding and
463 Contributing Members in Good Standing of the entire Working Group.

464 Section 3. Members In Good Standing. A member of a Working Group is in Good
465 Standing if it was represented at at least three Working Group meetings of the last four (if there
466 have been at least four meetings) and is not Dues Delinquent. A member of the Working Group
467 that is not in Good Standing may, at the discretion of the Working Group chair, lose its
468 membership status in the Working Group. Members of the Working Group that are not in Good
469 Standing will not be entitled to vote on matters (e.g., approval of Material) brought before the
470 Working Group. Each Founding and Contributing Member in Good Standing of the Working
471 Group will have only one vote within the Working Group. Associate Members do not vote on
472 Working Groups matters at any time.

473

474 Section 4. Working Group Meetings. The Working Group chair will schedule Working
475 Group meetings and provide adequate written notice (at least 14 calendar days) prior to all such
476 meetings to each of the Working Group members. Working Group meetings need not be delayed
477 or rescheduled merely because one or more of the members of the Working Group cannot attend
478 or participate. Any Member may attend any Working Group meeting and may make any
479 proposal to the Working Group. Only Founding and Contributing Members in Good Standing are
480 entitled to vote in the Working Group.

481
482

483 ARTICLE VII
484 MATERIAL
485

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

488

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

493

494 (b) Test Analyzers. Test Analyzers will be software programs that analyze the
495 incoming and outgoing messages logged by a Test Sniffer and generate a report stating whether
496 the web service satisfied certain selected requirements of one or more standards. The first Final
497 Test Analyzer adopted by WS-I must test for satisfaction of certain selected requirements of the
498 Specifications developed by the first Working Groups as provided in ARTICLE VI. Test
499 Analyzers will be written in at least both Java and C#. Final Test Analyzers will be made
500 available for use by the Members or third parties only by simultaneous release in both Java and
501 C# versions. It is expected that a separate Test Analyzer will be developed for each platform on
502 which web services are to be tested. It is further expected that versions of Test Analyzers will be
503 successively adopted to, for example, expand the requirements of a particular standard that are
504 selected for test, or increase the number of standards the requirements of which are tested.

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

511 Section 2. Sample Applications. One or more Working Groups may be chartered to
512 develop Sample Applications.

513 Section 3. Specifications. One or more Working Groups may be chartered to develop
514 Specifications.

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

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

Section 6. Adoption of Material

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

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(b) Approval of Material by the Working Group.

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

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

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(iii) Voting Process. Material shall be deemed approved by the Working Group when it is approved by a majority vote of the Working Group Founding and Contributing

558 Members in Good Standing in attendance at a Working Group Approval Meeting. Any changes
559 made to the Material after the circulation of such material shall be clearly identified at such
560 meeting. The Working Group Members in attendance at a Working Group Approval Meeting
561 shall be free to modify the Material to include proposed changes circulated by the proposing
562 party to all other Working Group Members at least seven (7) calendar days prior to the Working
563 Group Approval Meeting.

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

568 (c) Approval Of Material By The Board.

569 (i) Circulation of Materials for Approval by the Board. To ensure that each
570 Member has the opportunity to review any Material approved by the Working Group, the item
571 must be circulated by the Secretary, with notice that the review is to commence (for purposes of
572 this Section 6(c)(i), "Notice"), to all Members of WS-I by secure e-mail or by registered mail no
573 later than one (1) week after the Secretary's receipt of the approved item pursuant to Article VII,
574 Section 6(b)(iv) hereof and at least thirty (30) days prior to the Board meeting at which the
575 Material will be considered for approval by the Board. During this review period, Members will
576 provide any comments or objections to the Material under review to the Board and the Board
577 members agree to meet and confer regarding any such comments or objections or other issues
578 that any Member in WS-I Good Standing may raise as part of its review.
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580 (ii) Board Adoption Meetings. Material approved by the Working Group will
581 be considered for approval at a Board meeting, which meeting shall be set for a date no earlier
582 than the later of fourteen (14) calendar days after the mailing date of the Board meeting notice
583 and thirty (30) days after the mailing date of the Material to be considered for approval at such
584 Board meeting. Proposed changes to the Material may be circulated by the proposing Member to
585 all Board members no later than seven (7) calendar days prior to the date of such meeting. No
586 proposed changes which are sent after that time shall be considered. The Board shall be under
587 no obligation to adopt any of the proposed changes to the Material.

588 (iii) Notice of Approval Of Material. If the Material is approved by the Board
589 unmodified, within one (1) week following the date of approval the Secretary shall send written
590 notice of such approval, including a copy of such Material, to all members. If the Material is
591 modified by the Board prior to approval, within one (1) week following the date of approval the
592 Secretary shall send written notice of such modification and approval to the Working Group
593 chair and the approval process will begin again except that the notice periods for the Working
594 Group and Board review period shall be shortened from thirty (30) calendar days to fourteen (14)
595 calendar days.

596 (d) Approval Of Material By Members.

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

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

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

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

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

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

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631 ARTICLE VIII
632 PUBLICITY/PUBLICATIONS

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634 Section 1. Publication. The Board may publish Draft Material and Final Material as
635 it determines appropriate and may develop and adopt procedures governing such publication.
636 However, each Final Specification will be published as soon as practicable following its adoption
637 but in no event shall such publication occur later than forty-five (45) days following its adoption.
638 Any publication of Specifications or other technical documents by WS-I will include the
639 following disclaimer language:
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641 The material contained herein is not a license, either expressly or impliedly, to any
642 intellectual property owned or controlled by any of the authors or developers of this
643 material or WS-I. The material contained herein is provided on an "AS IS" basis and to
644 the maximum extent permitted by applicable law, this material is provided AS IS AND
645 WITH ALL FAULTS, and the authors and developers of this material and WS-I hereby
646 disclaim all other warranties and conditions, either express, implied or statutory,
647 including, but not limited to, any (if any) implied warranties, duties or conditions of
648 merchantability, of fitness for a particular purpose, of accuracy or completeness of
649 responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence.
650 ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET
651 ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR
652 NON-INFRINGEMENT WITH REGARD TO THIS MATERIAL.
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654 IN NO EVENT WILL ANY AUTHOR OR DEVELOPER OF THIS MATERIAL OR
655 WS-I BE LIABLE TO ANY OTHER PARTY FOR THE COST OF PROCURING
656 SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOSS OF USE, LOSS OF
657 DATA, OR ANY INCIDENTAL, CONSEQUENTIAL, DIRECT, INDIRECT, OR
658 SPECIAL DAMAGES WHETHER UNDER CONTRACT, TORT, WARRANTY, OR
659 OTHERWISE, ARISING IN ANY WAY OUT OF THIS OR ANY OTHER
660 AGREEMENT RELATING TO THIS MATERIAL, WHETHER OR NOT SUCH
661 PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

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

665 Section 3. Press Releases. Any Member may make public announcements or press
666 releases concerning its own activities as a Member. No Member may make a press or other
667 public announcement regarding the activities of another Member as a Member or use the name
668 of another Member in a press or other public announcement regarding this Agreement without
669 the consent of that Member. Each Member shall use reasonable efforts to avoid publicly
670 implying that another Member publicly endorses Material unless that other Member
671 affirmatively authorizes such statements. However, the Board may issue press or other public
672 announcements regarding the activities of WS-I and will be able to identify Members in a
673 reasonable manner.

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

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684 ARTICLE IX
685 USE OF NAME

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

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

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

705
706 Section 4. Required Use of the Name. The Members agree that when they refer to
707 Final Materials, they will use the Name or use some other means to accurately describe WS-I as
708 the origin of the Materials. Except as provided in the previous sentence, no Member shall be
709 obligated to use the Name on any product, advertising, or other materials in any manner. Each
710 Member uses the Name at its own risk.

711 Section 5. Limitations on the Use of the Name. The Members agree that they will use
712 the Name only for the limited purpose of promoting the WS-I organization and the use of
713 Material, and for labeling, promoting, and marketing products that comply with a Final
714 Specification. No Member shall use the Name or any name, trademark, or service mark
715 confusingly similar to the Name to promote, or refer to, other initiatives or technologies.

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718 ARTICLE X
719 ANTITRUST GUIDELINES

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722 WS-I and its Members are committed to fostering open competition in the development
723 of web-based products and services. WS-I and its Members acknowledge that Members may
724 compete with one another in various lines of business and that it is therefore imperative that they
725 and their representatives act in a manner that does not violate any applicable antitrust laws and
726 regulations. Members may have similar agreements with others. Each Member may design,
727 develop, manufacture, acquire or market competitive specifications, products and services, and
728 conduct its business in whatever way it chooses. No Member is obligated to announce or market

729 any products or services. Without limiting the generality of the foregoing, Members may not
730 engage in discussions that would violate the antitrust laws and agree to abide by the antitrust
731 guidelines adopted by WS-I. Accordingly, any Members hereby assume responsibility to
732 provide appropriate legal counsel to their representatives regarding the importance of limiting
733 their discussions to subjects that relate to the purposes of WS-I, whether or not such discussions
734 take place during formal meetings, informal gatherings, or otherwise.

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

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ARTICLE XI
OFFICE AND BOOKS

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

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

ARTICLE XII
CORPORATION SEAL

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

ARTICLE XIII
FISCAL YEAR

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

ARTICLE XIV
INDEMNIFICATION

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

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ARTICLE XV
AMENDMENTS

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

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ARTICLE XVI
ELECTED DIRECTOR ELECTIONS

790 Section 1. Schedules. Elections shall be conducted in March of each year.
791 Nominations will be accepted by the Secretary beginning January 1 (the “Start of Nominations”).
792 Acceptance of nominations must be provided to the Secretary by February 15 (the “End of
793 Nominations”). By March 1, the Secretary shall distribute to all Founding and Contributing
794 Members the list of Contributing Member nominees and the details of the method of casting
795 votes as adopted by the Board. The balloting will begin on or about March 15 and be completed
796 within 7 calendar days, and the Secretary shall publish the results to the Members within 7
797 calendar days of the end of the balloting period. Each Elected Directors term shall begin on
798 April 1. Special circumstances may require the Board to adjust the above election process dates,
799 but in any event, the Elected Directors term shall begin on April 1 and continue for either 1 or 2
800 years.

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802 Section 2. Nominations. Each Founding and Contributing Member in WS-I Good
803 Standing as of the Start of Nominations may nominate one or more Contributing Members for
804 election. Each nominee, should they wish to accept nomination, must provide to the Secretary,
805 before the End of Nominations (i) the name and curriculum vitae of their proposed Elected
806 Board member, (ii) an optional written statement and picture, and (iii) a written commitment
807 from their company to allocate time and resources to fulfill Board obligations and support the
808 organization. Each Contributing Member may be nominated only once in each regular or special
809 election cycle, regardless of the number of vacant seats. Any Contributing Member which would
810 have more than one representative on the Board if elected, which is not a member in Good
811 Standing at the End of Nominations, which has not been a Member in WS-I Good Standing for at
812 least ninety (90) days by the End of Nominations, or which has not been a member in Good
813 Standing of one or more Working Groups, the Board or a Board SubCommittee for at least sixty
814 (60) days by the End of Nominations is ineligible to be a nominee.

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816 Section 3. Voting. Each Founding and Contributing Member that was a Member in
817 WS-I Good Standing as the End of Nominations is eligible to cast its ballot in the election. Each
818 such Member may cast one vote for each seat being filled but may not cast more than one vote

819 for any single nominee. The Contributing Member nominees (depending on the number of seats
820 being filled in the election) that receive the most votes shall be elected. Any ties shall be broken
821 by a majority vote of the then existing Board.
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823 Section 4. Methods of Casting Votes. The Board may establish such physical or
824 electronic voting method as it deems fit for an election. The process adopted shall be designed to
825 reasonably ensure that the vote of each eligible Founding or Contributing Member casting its
826 ballot shall be accurately recorded, that only eligible Founding or Contributing Members are
827 allowed to vote, that only nominees receive votes, and that otherwise erroneous or fraudulent
828 balloting is prevented.
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830 Section 5. Default Balloting. In the case where the Board is unable to adopt a voting
831 method, each Founding or Contributing Member shall cast votes (depending on the number of
832 open seats) in an unambiguous and unconditioned written letter delivered during the balloting
833 period to the Secretary by overnight courier service or certified mail, return receipt requested.
834 The Secretary shall verify each Founding or Contributing Member's eligibility to vote and the
835 eligibility of the recipients of the votes prior to recording the ballot.
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837 Section 6. Special Elections. In the circumstance where a special election is
838 required, the Board will adopt a schedule reasonably similar to the schedule for a regular
839 election. Special elections shall be conducted, to the extent feasible, using the same process as
840 for a regular election.

841 ATTACHMENT A
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IPR AGREEMENT