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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 BdAD board good standing 2007-11-11
7

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

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11 Section 1. Purposes. The Web Services-Interoperability Organization (the
12 “Corporation” or “WS-I”) is formed exclusively as a trade association, as set out in section 501
13 (c) (6) of the Internal Revenue Code, and specifically for the creation, promotion, or support of
14 Generic Protocols for Interoperable exchange of messages between services. As used herein,
15 “Generic Protocols” means protocols that are independent of any specific action indicated by the
16 message beyond actions necessary for the secure, reliable, or efficient delivery of messages;
17 “Interoperable” means suitable for and capable of being implemented in a neutral manner on
18 multiple operating systems and in multiple programming languages.
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20 Section 2. Definitions.

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22 “Adopter” means any entity that has executed a copy of an Adopter Agreement with WS-
23 I and delivered it to the Secretary.
24

25 “Affiliate” means any entity that is directly or indirectly controlled by, under common
26 control with or that controls the subject party. For purposes of this definition control means
27 direct or indirect ownership of or the right to exercise (a) greater than fifty percent (50%) of the
28 outstanding shares or securities entitled to vote for the election of directors or similar managing
29 authority of the subject entity; or (b) greater than fifty percent (50%) of the ownership interest
30 representing the right to make the decisions for the subject entity.
31

32 “Associate Member” means any Invited Associate Member Candidate that has executed
33 and has then in effect a Membership Agreement with WS-I for the Associate Membership class.
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35 “Board” shall have the meaning assigned to such term in ARTICLE II, Section 1 hereof.
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37 “Chairman” ” shall have the meaning assigned to such term in ARTICLE II, Section 4
38 hereof.

39 “Contributing Member” means any entity, other than a Founding or an Associate
40 Member, that has executed and has then in effect a Membership Agreement with WS-I.
41

42 “Contribution” shall have the meaning assigned to such term in Section 1(e) of the IPR
43 Agreement.
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45 “Draft Material” shall have the meaning assigned to such term in Section 1(f) of the IPR

46 Agreement.

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

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

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

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

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

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

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

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

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

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

78 "IBM" means International Business Machines Corporation.

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

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

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

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

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

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

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

100 "Microsoft" means Microsoft Corporation.

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

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

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

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

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

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

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"Working Groups" means the groups established and organized in accordance with these 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

133 effect plus such additional number of Elected Directors as shall not cause the total number of
134 Founding Directors and Elected Directors to, in aggregate, exceed eleven (11).
135

136 (a) Founding Directors shall be appointed annually by the Founding Members
137 and each director shall continue in office until his/her successor shall have been appointed. A
138 Founding Director may only be removed by the Founding Member that appointed such director,
139 with or without cause.
140

141 (b) Elected Directors are the representatives of their respective Contributing
142 Members elected in accordance with Article XVI hereof. Elected Directors shall be classified
143 into two classes for the purpose of staggering their terms of office. All classes of Elected
144 Directors shall be as nearly equal in number as possible. The terms of office of the Elected
145 Directors initially classified shall be as follows: (i) that of the first class shall expire at next April
146 1 following such initial classification; and (ii) that of the second class shall expire at the second
147 succeeding April 1 following such initial classification. After such initial classification, Elected
148 Directors to replace those whose terms expire at each April 1 shall be elected pursuant to Article
149 XVI hereof to hold office for a full term in accordance with such classification. When a new
150 Elected Director seat is created the Board shall designate it as being either in the first class or
151 second class of Elected Director seats. Subject to the foregoing, each Elected Director shall serve
152 a two year term, each term commencing on the first day of April in the year in which its
153 respective Contributing Member was elected and ending two years later, except that the term of
154 the Elected Director appointed by the Contributing Member to fill a newly created Elected
155 Director may be designated by the Board as one year if this is required to maintain all classes of
156 Elected Directors as nearly equal in number as possible.
157

158 (c) If an Elected Director ceases their employment or similar relationship with
159 the Contributing Member appointing them, the Contributing Member may remove the Elected
160 Director and appoint a replacement for the remaining duration of the term. An Elected Director
161 may be removed by a majority vote of the Founding and Contributing Members in WS-I Good
162 Standing in a duly called member meeting. An Elected Director is automatically removed if the
163 Contributing Member he or she represents ceases to be a Contributing Member.
164

165 (d) If a Contributing Member removes its Elected Director and fails to
166 designate a replacement within 30 days, or if an Elected Director is otherwise removed or when a
167 new Elected Director seat is created, a special election shall be held within sixty (60) days to fill
168 the vacant seat for the remainder of its stated term unless there will be less than six (6) months
169 remaining in the term after the new Elected Director takes office. If there will be less than six
170 (6) months remaining in the term after the new Elected Director takes office, the seat shall
171 remain vacant until the next election pursuant to Article XVI hereof.
172

173 (e) If a Founding Member resigns its Board seat, then that Board seat shall be
174 converted into a new Elected Director seat and the Board shall designate it as being either in the
175 first class or second class of Elected Director seats.
176

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

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

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

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

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

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

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

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

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

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

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

243
244 Section 8. Unanimous Action By The Board. Notwithstanding the foregoing, the
245 Board may take any action unanimously approved by all of the members in Good Standing of the
246 Board at any meeting in which all members in Good Standing of the Board are represented.
247

248 Section 9. Action by Written Consent. Any action required or permitted to be taken
249 by the Board or any committee thereof may be taken without a meeting if there is a unanimous
250 consent of the members of the Board or committee in writing to the adoption of the resolution
251 authorizing the action. All such written consents shall be filed with the minutes of the
252 proceedings of the Board or committee.
253

254 Section 10. Confidentiality of Board Proceedings. Persons other than Board members
255 will not be permitted to attend Board Meetings unless approved in advance by the Board.
256 Minutes of Board Meetings will not be distributed outside the Founding Members' organizations
257 unless approved by the Board.
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259

260 ARTICLE III
261 OFFICERS
262

263 Section 1. Election. The Board may elect a president, one or more vice-presidents, a
264 secretary and a treasurer, and such other officers as it may determine. Any two or more offices
265 may be held by the same person except the offices of president and secretary. No instrument
266 required to be signed by more than one officer may be signed by one person in more than one
267 capacity.
268

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

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

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

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

283
284 (a) President

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

291
292 (b) Vice President

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

302
303 (c) Treasurer

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

311

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

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

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

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

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

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

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

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

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

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

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

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ARTICLE IV
CONTRACTS, CHECKS, BANK ACCOUNTS AND INVESTMENTS

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

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

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

389
390 Section 4. Investments. The funds of the Corporation may be retained in whole or in
391 part in cash or be invested and reinvested from time to time in such property, real, personal or
392 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

397 Section 1. Members and Adopters

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

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

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

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

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

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

427
428 Section 2. Member Meetings

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

433
434 Section 3. Membership Dues

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

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

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

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

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458 ARTICLE VI
459 WORKING GROUPS
460

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

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

526 successively adopted to, for example, expand the requirements of a particular standard that are
527 selected for test, or increase the number of standards the requirements of which are tested.
528

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

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

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

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

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

547
548 Section 6. Adoption of Material

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

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

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

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

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

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

591 (c) Approval Of Material By The Board.

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

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

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

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

619
620 (d) Approval Of Material By Members.

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

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

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

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

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

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

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

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

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

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

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

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

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

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ARTICLE IX USE OF NAME

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

715

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

722

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

728

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

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

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

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ARTICLE X
ANTITRUST GUIDELINES

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

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

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ARTICLE XI
OFFICE AND BOOKS

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

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

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ARTICLE XII
CORPORATION SEAL

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

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ARTICLE XIII

782 FISCAL YEAR

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

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788 ARTICLE XIV
789 INDEMNIFICATION

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

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799 ARTICLE XV
800 AMENDMENTS

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

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810 ARTICLE XVI
811 ELECTED DIRECTOR ELECTIONS

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

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

827 election. Each nominee, should they wish to accept nomination, must provide to the Secretary,
828 before the End of Nominations (i) the name and curriculum vitae of their proposed Elected
829 Board member, (ii) an optional written statement and picture, and (iii) a written commitment
830 from their company to allocate time and resources to fulfill Board obligations and support the
831 organization. Each Contributing Member may be nominated only once in each regular or special
832 election cycle, regardless of the number of vacant seats. Any Contributing Member which would
833 have more than one representative on the Board if elected, which is not a member in Good
834 Standing at the End of Nominations, which has not been a Member in WS-I Good Standing for at
835 least ninety (90) days by the End of Nominations, or which has not been a member in Good
836 Standing of one or more Working Groups, the Board or a Board Subcommittee for at least sixty
837 (60) days by the End of Nominations is ineligible to be a nominee.
838

839 Section 3. Voting. Each Founding and Contributing Member that was a Member in
840 WS-I Good Standing as the End of Nominations is eligible to cast its ballot in the election. Each
841 such Member may cast one vote for each seat being filled but may not cast more than one vote
842 for any single nominee. The Contributing Member nominees (depending on the number of seats
843 being filled in the election) that receive the most votes shall be elected. Any ties shall be broken
844 by a majority vote of the then existing Board.
845

846 Section 4. Methods of Casting Votes. The Board may establish such physical or
847 electronic voting method as it deems fit for an election. The process adopted shall be designed to
848 reasonably ensure that the vote of each eligible Founding or Contributing Member casting its
849 ballot shall be accurately recorded, that only eligible Founding or Contributing Members are
850 allowed to vote, that only nominees receive votes, and that otherwise erroneous or fraudulent
851 balloting is prevented.
852

853 Section 5. Default Balloting. In the case where the Board is unable to adopt a voting
854 method, each Founding or Contributing Member shall cast votes (depending on the number of
855 open seats) in an unambiguous and unconditioned written letter delivered during the balloting
856 period to the Secretary by overnight courier service or certified mail, return receipt requested.
857 The Secretary shall verify each Founding or Contributing Member's eligibility to vote and the
858 eligibility of the recipients of the votes prior to recording the ballot.
859

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

864 ATTACHMENT A
865

IPR AGREEMENT

