

OSLC Bylaws **DRAFT May** **07 2012**

NAME

The name of this Organization is Open Services for Lifecycle Collaboration, hereinafter referred to as the "OSLC."

OBJECTIVES

The objectives of the OSLC are to:

- (a) develop an understanding of the industry needs for open lifecycle integrations;
- (b) establish a collaborative environment to debate and promote an awareness and understanding of open lifecycle integrations within the user community;
- (c) address the challenges of interoperability between lifecycle management tools in a value chain or ecosystem; and
- (d) produce Specifications and other Material for open lifecycle integrations in furtherance of (a), (b) and (c).

DEFINITIONS

Some terms are defined in other sections of these Bylaws, in which case the terms are enclosed by brackets and parentheses and capitalized.

"Affiliate" means any Entity that Controls, is Controlled by, or is under common Control with, another Entity, so long as such control exists. In the event that such Control ceases to exist, such Affiliate will be deemed to have withdrawn from OSLC. "Control" means, with respect to an Entity, direct or indirect beneficial ownership of or the right to exercise (i) greater than fifty percent (50%) of the voting stock or equity of that Entity, or (ii) greater than fifty percent (50%) of the ownership interest representing the right to make the decisions for that Entity in the event that there is no voting stock or equity.

"Contribution" means any content uploaded, submitted or otherwise made available or contributed by an OSLC Member in writing or electronically to the OSLC Website and/or a Workgroup, including, but not limited to, Material.

"Entity" means a person or an Organization. "Independent OSLC Member" means an OSLC Member who executed an OSLC Member Agreement as an independent individual and does not represent another Entity.

"Material" means roadmaps, scenarios, white papers, Specifications, wiki entries, forum postings, blog entries, email messages, code, any content in other tangible form, and any combination of the foregoing or the like.

“Organization” means any group of two or more persons and/or other groups of persons acting for a collective purpose, including, but not limited to: corporations; partnerships; non-profit organizations; academic institutions; government agencies; trade associations and SDOs.

“OSLC” means the OSLC Members, collectively; i.e., the OSLC Members collectively constitute OSLC.

“OSLC Governance and Participation Documents” means, collectively: these Bylaws; the OSLC Member Agreement ([hyperlink](#)); the IPR Policy, Workgroup Participation Agreement [[hyperlink](#)]; and any other OSLC documents setting forth OSLC governance or participation rules that are approved by the OSLC Steering Committee

“OSLC Member” means an individual who executes an OSLC Member Agreement. In the case of an individual who executed an OSLC Member Agreement as an independent individual that does not represent another Entity, such an individual does not become an Independent OSLC Member until approved by the Steering Committee.

“OSLC Terms of Use” means the terms of use of the OSLC Website.

“OSLC Website” means the domain: <http://open-services.net>, and any sub-domains thereof, or any successor domain under which the OSLC primarily operates.

"Specification" means a document that prescribes, in a complete, precise, and verifiable manner, the requirements, behavior, and interfaces of a software system or component, or the method by which multiple Specifications should be used together, to provide an interoperable development or run-time environment for open lifecycle integrations technologies and techniques.

“Steering Committee” means the committee defined in the Section of these Bylaws titled “Steering Committee.”

“Target SDO” means a standards development organization (SDO) to which the Approved Specification of a Workgroup is intended to be contributed.

“Workgroup” means a group of OSLC Members who collectively develop for OSLC a Specification and perhaps other Material under the terms and conditions of these Bylaws and the Workgroup Participation Agreements that each OSLC Member executes.

“Workgroup Member” means, for a specific Workgroup, an OSLC Member who has signed a Workgroup Participation Agreement to become a member of the Workgroup.

MEMBERSHIP

Generally

Membership in the OSLC is premised upon having an interest in OSLC Objectives, and is established only by execution of an OSLC Member Agreement [[Hyperlink](#)], except for in the

case of an Independent OSLC Member. In the case of an individual who executed an OSLC Member Agreement as an independent individual that does not represent another Entity, such an individual does not become an Independent OSLC Member until approved by the Steering Committee.

Continued Membership is contingent upon compliance with the OSLC Governance and Participation Documents. Membership is not transferable or assignable.

A typical OSLC Member is a representative of another Entity, and shall be deemed to be acting on behalf of such Entity and its Affiliates.

Independent OSLC Members

Under certain limited conditions, a person may become an OSLC Member in an individual capacity, independent of any other Entity, by executing the OSLC Member Agreement as an Independent OSLC Member.

To join as an Independent OSLC Member, an individual must certify that the individual is:

- (i) NOT currently employed by another Entity in a field of technology pertinent to OSLC; and
- (ii) NOT sponsored by, financed by and/or acting as an agent of another Entity to participate in OSLC; and
- (iii) NOT under any legal obligation to assign any intellectual property rights in any of the individual's ideas, inventions, works of authorship or the like to another Entity.

Change in Capacity

An OSLC Member shall immediately notify a Steering Committee Member in a written communication of a change in capacity to serve as a representative of an Entity (e.g., the OSLC Member changes employers) or as an Independent OSLC Member (e.g., the Independent OSLC Member becomes employed). Upon such written notification, the OSLC Membership of such OSLC Member is terminated. To rejoin OSLC, such OSLC Member must execute a new OSLC Member Agreement appropriate to the changed capacity. Until such written communication of such change is received by the Steering Committee Member, the actions of such OSLC Member shall obligate the Entity employing the OSLC Member, or sponsoring or financing such OSLC Member's continued participation in OSLC as a result of such change, as if such OSLC Member executed an OSLC Member Agreement as a representative of such Entity and executed a Workgroup Participation Agreement as a representative of such Entity for each Workgroup for which the OSLC Member continues to participate.

Withdrawal

An OSLC Member may withdraw his/her OSLC Membership at any time, in a written communication to at least one Steering Committee Member, effective upon receipt by such at least one Steering Committee member, except that, in the case of an OSLC Member that is a Steering Committee Member, such withdrawal is not effective until the Steering Committee Member resigns from the Steering Committee per these Bylaws.

Such withdrawal will not effect any intellectual property commitments made with respect to any Contributions made to a Workgroup pursuant to a Workgroup Participation Agreement.

FINANCES

Initially, OSLC shall not require any dues, and costs shall be underwritten by the Founding Members. In the future, OSLC may need to require payment of dues from the membership to continue to expand activities and services. If the Steering Committee decides that there is a financial need to charge annual dues, the membership shall be notified and given an opportunity to provide feedback or to withdraw from OSLC.

STEERING COMMITTEE

Composition

Generally

The Steering Committee shall consist of a minimum of five (5) members, and a maximum of nine (9) members (“Steering Committee Members”). The number of Steering Committee Members may be increased or decreased by two-thirds (2/3) majority vote of the then current Steering Committee Members.

Initially

The initial Steering Committee shall be composed of seven (7) seats with the following OSLC Members appointed: (“Founding Members”):

- *[To be determined]*, representative of International Business Machine Corp. (“IBM”)
- Rainer Ersch, representative of Siemens
- Andreas Keis, representative of EADS
- Bola Rotibi, representative of Creative Intellect
- Randy Vogel, representative of Accenture
- Mik Kersten, representative of Tasktop

Officers

The Steering Committee shall include a Chairperson and other Steering Committee offices that the Steering Committee creates as necessary to perform duties to effectively manage itself and govern the OSLC.

One Member Per Entity

An Entity can have only one representative serving on the Steering Committee at any given time. That is, two or more OSLC Members who represent the same Entity cannot serve on the Steering Committee at the same time.

The Entity represented by an Independent OSLC Member is deemed to be the Independent OSLC Member herself/himself, such that a separate OSLC Member also representing such Entity cannot serve on the Steering Committee at the same time as the Independent OSLC Member.

Elections

Eligibility

Only an OSLC Member is eligible for election to the Steering Committee. All Steering Committee Members, including Chairperson, shall be eligible for re-election.

An OSLC Member shall not be eligible for election to the Steering Committee if another OSLC Member that represents the same Entity as the OSLC Member is currently a Steering Committee Member whose term is not expiring on the date of the prospective election.

Nominations

Any rules or procedures for nominating an OSLC Member to be a Steering Committee Member shall be established by the Steering Committee and communicated to the OSLC Members, and shall not be inconsistent with these ByLaws or any documented OSLC policy

One Vote Per OSLC Member

Each OSLC Member has one vote for each vacant seat on the Steering Committee up for election.

General Elections

Elections for vacancies on the Steering Committee shall be held at the Annual Meeting.

Special Elections

At its sole discretion, the Steering Committee may call a Special Election before the next Annual Meeting to fill a vacant seat on the Steering Committee. For example, such a vacant seat may result from the decision of the Steering Committee to create an additional seat on the Steering Committee within the limits of these Bylaws, or by the resignation or termination of a Steering Committee Member.

Term

Generally

Steering Committee Members, including Chairperson, shall serve for approximately two-year terms, commencing upon election at an Annual Meeting and ending at the earliest of: the outcome of the election at the Annual Meeting in the calendar year two years later; the removal or resignation of the Steering Committee Member in accordance with these Bylaws, and the termination of the OSLC Membership of the Steering Committee Member in accordance with these Bylaws.

Special Election

If a new Steering Committee Member is elected in a Special Election, then the term of the new Steering Committee Member shall end at the earliest of: upon the outcome of the regular election at the Annual Meeting in the next calendar year; the removal or resignation of the Steering Committee Member in accordance with these Bylaws, and the termination of the OSLC Membership of the Steering Committee Member in accordance with these Bylaws.

Vacancy

If the membership of any Steering Committee Member in the OSLC shall for any reason terminate, including by resignation, removal or termination of OSLC Membership, that seat on the Steering Committee shall automatically become vacant.

Resignation

Any Steering Committee Member may resign his/her Steering Committee Membership at any time, in a written communication to the Chairperson, but such resignation does not become effective until accepted by the Chairperson.

Removal

The total membership of the Steering Committee may remove a Steering Committee Member from the Steering Committee, including the Chairperson and or any other officer, who in its judgment is not performing the duties of a Steering Committee Member or particular office. Two or more Steering Committee Members must propose that the Steering Committee Member be removed. The Steering Committee Member proposed to be removed shall be (1) given written notice by the Chairperson or the two or more proposing Steering Committee Members at least 30 days prior to the meeting at which time the removal is to be voted upon and (2) is furnished at the same time with a written statement detailing the reasons upon which the removal is proposed. This statement shall be signed by at least three members of the Steering Committee. The Steering Committee Member in question shall be permitted to present a rebuttal before the total membership of the Steering Committee. The Steering Committee Member in question shall be removed upon a two-thirds (2/3) majority vote of the total membership of the Steering Committee. Such action in itself shall not terminate the OSLC Membership of the Steering Committee Member.

Duties and Responsibilities

Generally

The Steering Committee shall be the governing body of the OSLC as provided for in these Bylaws or by applicable law, and its action shall be final. The Steering Committee should generally provide direction, advice and supervision to the OSLC Workgroups.

The Steering Committee shall exercise general supervision of the affairs of the OSLC and shall be responsible for the enforcement of the Bylaws and OSLC policies and the carrying out of all orders and resolutions of the Steering Committee.

Super Majority Vote

Unless otherwise specified in these Bylaws, for all business coming before the Steering Committee for consideration, approval of any action, resolution, motion or the like, including exercise of any duty or responsibility set forth in these Bylaws, requires a two-thirds (2/3) majority vote of those voting members present. All Steering Committee Members, including Proxies, may vote.

Approving Formation of Workgroups

The Steering Committee shall be responsible for approving the formation of any Workgroup, based on the proposed Workgroup Charter, which specifies the Target SDO and Scope of the Workgroup.

Final Approval of Specifications

A Specification produced by a Workgroup is not deemed finally approved as an OSLC specification until it is approved by the Steering Committee.

De-commissioning Workgroups

The Steering Committee shall be responsible for de-commissioning a Workgroup if the Steering Committee determines that the Specification being created by the Workgroup exceeds the Scope of the Workgroup.

Acceptance of new OSLC Member

Any Steering Committee Member can accept new OSLC Member by executing an OSLC Membership Agreement on behalf of the OSLC to effectuate the OSLC Membership. Such acceptance does not require a Steering Committee vote.

Denial of OSLC Membership

The Steering Committee can deny the membership of a prospective OSLC Member based on a reasonable belief that any information provided in the OSLC Membership Agreement executed by the OSLC Member is inaccurate.

Committee Vacancies

If any seat of the Steering Committee becomes vacant for any reason, the Steering Committee may, at its sole discretion, either: appoint a person to fill the unexpired portion of the vacant term; or call a Special Election at its discretion.

Electing Steering Committee Officers

The Steering Committee shall elect officers of the Steering Committee according to election rules determined by the Steering Committee.

Amendment of OSLC Governance and Participation Documents

Any changes to the OSLC Governance and Participation Documents, including the creation of new OSLC Governance and Documents, must be approved by the Steering Committee. No changes to the OSLC Governance and Participation Documents that would materially and potentially adversely affect legal rights and obligations of OSLC Members will be made without at least sixty (60) calendar-days notice to the OSLC Membership, and no changes to the OSLC Governance and Participation Documents will be made with retroactive effect.

OSLC Processes

The Steering Committee shall define, maintain and implement processes for the effective operation of OSLC, consistent with the OSLC Governance and Participation Documents.

OSLC Member Awareness

The Steering Committee shall keep OSLC Members aware, via the OSLC Website or other form of electronic communication, of: any changes to the composition of Steering Committee membership or offices thereof; the formation or decommission of any OSLC Workgroup; minutes of Steering Committee meetings; and any changes to the OSLC Governance and Participation Documents.

Meeting Minutes

The Steering Committee shall record and maintain minutes of Steering Committee meetings.

Official Action

The Steering Committee shall document any official action taken by the Steering Committee, including the exercise of any duty and responsibility set forth herein, and add such documentation as an addendum to meeting minutes of the most recent prior meeting.

Meetings

At least Annually

The Steering Committee shall meet at least annually at such times and places, or via teleconference, as it may elect. At any Steering Committee meeting, a quorum must be present to conduct business coming before the Steering Committee. To constitute a quorum, a majority of the total membership of the Steering Committee then in office must be present. Proxies are not counted in establishing a quorum of the Steering Committee. The meetings shall be conducted under the rules contained in the Robert's Rules of Order Revised, except in those cases where such rules are in conflict with these Bylaws, in which case the Bylaws shall govern.

Absence of Chairperson

In the absence of the Chairperson at a meeting of the Steering Committee, and if the office of Secretary has been created by the Steering Committee, then the Secretary, if present, shall act as the Chairperson. If both are absent, the members of the Steering Committee who are present shall, by majority vote, choose one among them to act as Chairperson.

Proxies

A Steering Committee Member may attend meetings via a proxy ("Proxy"). The Proxy must be an OSLC Member and represent the same Entity as the Steering Committee Member.

Notice of Meetings

Notice of meetings of the Steering Committee shall be given to each Steering Committee Member in writing at least ten (10) days in advance of the meeting. Notice need not be given to any Steering Committee Member who waives notice or who attends the meeting without objecting to the lack of notice thereof.

Special Meetings

A special meeting may be called by the Chairperson or any three (3) Steering Committee Members.

Actions Without Meetings

The Steering Committee may exercise any of its powers without a meeting only if unanimous consent for taking a specific action in exercise of such power is communicated in writing from each Steering Committee Member to all of the other Steering Committee Members.

Steering Committee Officers

The Steering Committee shall have, at minimum, a Chairperson, and also may create, at the sole discretion of the Steering Committee, a Secretary, Treasurer and other officers. The duties of Chairperson, and Secretary and Treasurer if created, are defined below.

Term

The term of an officer of the Steering Committee shall be until the end of the current term of the officer as a Steering Committee Member.

Chairperson

The Chairperson shall call all meetings of the OSLC and the Steering Committee, including the Annual Meeting, and preside at all meetings of the members of the OSLC and the Steering Committee. The Chairperson shall have such additional duties as may be delegated by the Steering Committee.

Secretary

If the office of Secretary is created by the Steering Committee, the Secretary shall: oversee and coordinate OSLC operations; assist the Chairperson; assume the duties of the Chairperson in his/her absence or inability; and perform such other duties as may be authorized and delegated by the Steering Committee.

Treasurer

If the office of Treasurer is created by the Steering Committee, the Treasurer shall be the chief financial officer of the OSLC. The Treasurer shall be responsible for the performance of all duties incident to the office of Treasurer and such other duties as may be authorized and delegated by the Steering Committee.

WORKGROUPS

Establishing a Workgroup

Any two or more OSLC Members may form a Workgroup, subject to the approval of the Steering Committee.

Workgroup Charter

A document called a "Workgroup Charter" shall be created by the prospective founding members of the Workgroup as part of forming any new Workgroup. The Workgroup Charter shall define the scope, and limitations thereon, of a Specification and/or other Material proposed for creation by the Workgroup ("Scope"). The Workgroup Charter also specifies a Target SDO for the Specification.

Workgroup Participation

Only OSLC Members are eligible to participate in a Workgroup. Before participating in a particular Workgroup, an OSLC Member shall execute a "Workgroup Participation Agreement" (HYPERLINK) for the particular Workgroup, as a result of which the OSLC Member becomes a member of the Workgroup ("Workgroup Member"). OSLC Members who have not

executed a Workgroup Participation Agreement for a particular Workgroup shall not be allowed to participate in the particular Workgroup in any manner.

OSLC Contributions

Any Contribution by an OSLC Member on the OSLC Website outside of a Workgroup shall be subject to the OSLC Terms of Use [HYPERLINK]. Any Contribution by an OSLC Member to a particular Workgroup shall be subject to the terms of the Workgroup Participation Agreement executed by the OSLC Member for the particular Workgroup.

Conducting Workgroup Business

A Specification can be created only within a Workgroup.

Each Workgroup shall follow reasonable procedures in developing and approving of Material, including Contributions. The Workgroup members shall select the leaders and procedures of the Workgroup, subject to these Bylaws. Any procedures established by the Workgroup should be in accordance with the OSLC Governance and Participation Documents.

Approving Specifications

The Workgroup shall approve a final draft of a Specification, subject to final approval by the Steering Committee. An “Approved Specification” is a final draft of a Specification that has been approved by the Steering Committee after being approved by the Workgroup.

Out-of-scope Specifications

The Steering Committee may de-commission a Workgroup if the Steering Committee determines that the Specification being created by the Workgroup exceeds the Scope of the Workgroup.

If a Workgroup is decommissioned for such reason, the Workgroup shall be re-formed under a new Workgroup Charter, subject to the approval of the Steering Committee, and any prospective participants must execute a new Workgroup Participation Agreement.

ANNUAL MEETING OF THE MEMBERSHIP

Purpose

The Annual Meeting of the membership of the OSLC shall be held for the purpose of: announcing the results of the election of Steering Committee Members; presenting changes proposed to OSLC Documentation; the installation of the elected Steering Committee Members for the ensuing term; and transacting such other business as may properly come before such meetings.

Business items may be submitted by an OSLC Member to the Steering Committee in writing up to 30 days prior to the Annual Meeting.

The meetings shall be presided over by the Chairperson of the Steering Committee and shall be conducted under Robert's Rules of Order Revised ("Robert's Rules"), except that, in cases in which the Robert's Rules are in conflict with these Bylaws, the Bylaws shall control.

Time and Location

The Annual Meeting shall be held each year on a date, at a time, and at a location or electronically, to be determined by the Steering Committee.

Notification of Meeting

All notices of Annual Meetings of members in good standing shall be sent or otherwise given in writing not less than thirty (30) days before the date of the meeting. The notice shall specify the place, date, and hours of the meeting and those matters which the Steering Committee, at the time of giving notice, intends to present for action by the members.

TRADEMARKS AND LOGOS

Any OSLC trademarks are intended to be a symbol of the quality and community support associated with OSLC. As such, an element of control needs to be retained over the use of OSLC logos to ensure that OSLC trademarks serve this function. In addition, this reduces any potential confusion of OSLC marks with other marks. Also, use of OSLC marks should not be in a disparaging manner about OSLC or OSLC Members. OSLC Members shall comply with any terms or conditions concerning OSLC trademarks or logos set forth in the OSLC Governance and Participation Documents, and shall use any OSLC trademark or logo only in accordance with such terms and conditions. The appropriate trademark symbol (i.e. TM) should appear at least with the first use of any OSLC trademark in any work and in all occurrences of any OSLC logo. When employing any OSLC trademark or logo, a statement attributing the trademark to OSLC shall be included. Any additional usage guidelines shall be set forth in the OSLC Governance and Participation Documents.

GENERAL

Antitrust

It is the express policy of OSLC to require that all of its activities be conducted strictly in accordance with all applicable law, including antitrust laws. Accordingly, all OSLC Members shall conduct OSLC activity in accordance with antitrust laws. It is extremely important that all members of OSLC be aware of the types of activities prohibited by antitrust laws. To this end, any OSLC Member that has any specific question relating to antitrust compliance should seek advice from the OSLC Member's own legal counsel.

Warranty and Disclaimer of Liabilities

Except as provided for in the IP Policy and WPA, all information provided by OSLC Members while working within OSLC, including information provided as a member of the Steering Committee or a Workgroup, is provided "AS IS" WITH NO WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND OSLC AND MEMBER EACH EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY,

NONINFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, SPECIFICATION, OR SAMPLE.

The Steering Committee, Workgroups, and any other governing or participatory body of the OSLC are acting solely as a facilitator at the request of OSLC Members and for their convenience, and will not be deemed to be an agent of any OSLC Member except as expressly provided in this Agreement. The Steering Committee, Workgroups, any other governing or participatory bodies of OSLC shall not be liable to any of the OSLC Members for any action or omission taken or made in good faith that is not in breach of this Agreement. IN NO EVENT WILL ANY OSLC MEMBER BE LIABLE TO ANY OTHER OSLC MEMBER OR ANY THIRD PARTY FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR ANY INCIDENTAL, CONSEQUENTIAL, DIRECT, INDIRECT, OR SPECIAL DAMAGES, WHETHER UNDER CONTRACT, TORT, WARRANTY OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS OR ANY OTHER RELATED AGREEMENT, WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

Interpretation of Bylaws

These ByLaws and all OSLC Governance and Participation Documents is Agreement shall be construed under and governed by the laws of the State of New York, USA, without reference to conflict-of-laws principles.

Effective Date

These Bylaws are effective as of *[date]*.