

USB Implementers Forum, Inc. (USB-IF) Device Working Group Procedures

1. Establishment:

1.1 Any and all capitalized terms used herein, and not otherwise defined herein, shall have the same meanings as set forth in the Bylaws or Intellectual Property Agreement.

1.2 The Device Working Group and its Subgroups are established by the Board of Directors (hereinafter, Board) as outlined in Article 6 of the Bylaws. “Subgroup” refers to the subgroup charged with the development of the Specification. However, if the Working Group does not have a subgroup and instead the entire Working Group develops the Specification, then the term “Subgroup” refers to the Working Group. For the purposes of this document, the term “Working Group” encompasses the Device Working Group and its Subgroups.

1.2.1 At the time of establishment, the Board will define the duration of the Working Group as:

1.2.1.1 Permanent, or

1.2.1.2 For the duration of the task, or

1.2.1.3 For a specified time span

If the Board does not specify termination criteria, the duration defaults to one year from establishment.

1.2.2 At the time of establishment, the Board will define the scope and expected output of the Working Group. The flowchart for new work proposals is included as an addendum to this document for reference.

1.3 Requests For Altered Procedures

1.3.1 Once established, Working Groups are free to petition the Board to alter the general Group Procedures as they apply to that specific Working Group. Such a petition requires a simple majority vote of the Working Group requesting Board consideration, and a two-thirds (2/3) majority of the Board to approve.

2. Working Group Officers:

2.1 Working Group Chair

2.1.1 Appointment

2.1.1.1 The Board shall appoint a qualified employee or duly appointed representative of a USB-IF Member Company as Chair of the Working Group. When establishing a new Working Group, the Board shall similarly appoint a Chair.

2.1.2 **Term**

2.1.2.1 Chairs serve at the pleasure of the Board.

2.1.3 **Replacement**

2.1.3.1 Replacement of a Working Group Chair will occur when a Working Group Chair resigns, or is no longer an employee of a Working Group Participant, or is removed by the Board. The Board will appoint the replacement. The Chair is encouraged to recommend a successor to the Board.

2.1.3.2 At any time, any Working Group Member can elevate concerns about the operation of the Working Group or the conduct of its Chair to the Board.

2.1.3.3 All source documents controlled by the Chair will be transferred completely to the new Chair.

2.2 **Secretary**

2.2.1 The Working Group Chair may appoint a Secretary, or can perform this duty by him/herself.

2.2.2 The Secretary is responsible for maintaining a record of the Working Group's activities.

2.2.3 The Secretary is responsible for taking Meeting minutes and posting them on to the Working Group's online repository.

2.2.4 The Secretary is responsible for keeping track of the Working Group Members' contact information and mailing lists and making this information available to the Board and USB-IF Administration. The Secretary may utilize the Web site mailing list and Roster manager to maintain this information.

2.3 **Legal Authority**

2.3.1 Working Group officers are not executive officers of USB-IF as recognized under the Bylaws, and thus have no authority to bind USB-IF to any obligations.

2.3.2 Working Group officers and Members act in an advisory capacity to the Board only without authority to take action on any matter requiring action of the Board.

2.3.3 Statements, releases, and reports, including but not limited to the output of any Working Group shall be approved by the Board prior to the issuance of any public statement, press release or publication, oral or written, by any Group or Member that purports to be or may be construed as a position of the USB-IF.

3. Working Group Membership, Size, and Voting Rights:

3.1 Working Group Membership

3.1.1 Working Group membership is open to all Member Companies. Provided however, the Working Group shall have the discretion to limit membership for reasons of efficiency or where the work of the group is nearly complete. Where the Working Group has limited membership for such reasons, the Working Group should limit membership on a non-discriminatory basis and should consider providing other opportunities to gain input from Member Companies, particularly regarding development of any final draft specifications.

3.1.2 Member Companies must sign the USB-IF Intellectual Property Agreement for each specification to be eligible to participate in the activities of the Working Group developing it. If a Member Company participates in the Working Group, Member agrees that it shall reasonably cooperate to develop a final draft specification consistent with the charter of the Working Group, for the purpose of establishing a specification that can be widely adopted in order to promote competition by enhancing the demand for products that comply with the Final Specification. However, Member shall be free to use any efforts or no efforts in the course of working to develop materials related to the Draft Specification or the Final Specification.

3.1.3 Upon request, USB-IF Administration will grant employees of a Member Company access to the electronic mail alias and online Working Group tools provided the company has met all requirements necessary to participate in the Group i.e. signed the necessary Intellectual Property Agreement.

3.2 Working Group Size

3.2.1 Working Group size is governed by efficacy.

3.2.2 A Working Group shall maintain a minimum size of 5 participating Member Companies. If the Working Group feels this minimum size cannot be achieved, then it must appeal to the Board for an exemption to the minimum size guideline.

3.2.3 Number of Participants Per Company

3.2.3.1 Member Companies may bring as many employees into the Working Group process as needed to accomplish the task, but Member Companies shall only have one vote on the Working Group regardless of the number of Members.

3.2.3.2 The Working Group Chair may restrict the total number of attendees per company for logistical reasons, for example, to manage attendance at a face-to-face Meeting.

3.3 Disqualification of Members

3.3.1 The Board may remove Members from the Working Group at any time, for cause. A two-thirds (2/3) vote of the Board is required for removal.

3.3.1.1 Reasons for removal (any one shall be deemed sufficient):

- (a) Disruptive behavior
- (b) Engaging in illegal activity on behalf of the USB-IF
- (c) Material failure to comply with the USB-IF Antitrust Guidelines
- (d) Engaging in activities damaging to the reputation of the USB-IF
- (e) Other reasons not stated above that damage the work of the USB-IF, its Groups or its standing in the industry
- (f) Breach of the Intellectual Property Agreement

3.3.2 In the event that a Member Company ceases to remain a USB-IF Member in good standing, the company and its representatives are disqualified from Working Group participation. Likewise, in the event a Member Company ceases to exist, or ceases to remain in good standing with the Secretary of State (or similar officer or agency) in the state or jurisdiction under whose laws such Member Company exists, the company and its representatives are disqualified from Working Group participation.

3.4 Time and Location of Regular Meetings. The Board shall set the time and location for each regularly scheduled Working Group Meeting and each such meeting shall occur at the time and location specified and cannot be rescheduled or modified by the Working Group. If a Working Group Chair cannot attend a regularly scheduled face-to-face Meeting, the Working Group or Chair shall notify the Board in writing at least 10-days prior to the scheduled meeting and the Board (or the Chair of the Board) shall designate an alternate Chair to preside over the Working Group meeting.

3.4.1 It is the Board's policy to schedule Working Group Meetings and other meetings in a manner that will promote and allow attendance at all such meetings. A Working Group may hold additional meetings, but in no event shall its scheduling of such additional meetings create the risk of interference with or conflict with the attendance at the regularly scheduled Working Group Meetings or other meetings scheduled by the Board. The Board or its designee shall be notified in writing of any additional meetings scheduled by the Working Group. The Board, in its sole discretion (or the Chair of the Board), may require the rescheduling of additional meetings.

3.5 Meeting Participation and Voting Rights

3.5.1 Costs and expenses of participation in a Working Group shall be borne by the Members participating.

3.5.2 Companies are granted voting rights after having attended two (2) meetings of the Working Group. When a new Working Group is formed, all companies joining the first meeting are granted voting rights; at the second meeting, first time attendees are also granted voting rights. Active participation is required for a company to maintain voting rights in

the Working Group. Active participation is maintained by attendance in no less than two (2) of the previous three (3) Meetings of the Working Group i.e. the meeting in progress is not included in determining voting rights. Meetings may be held by teleconference or in-person. It is not necessary that the same individual represent the company at each meeting to gain/maintain voting rights; representation by any employee of the Member Company will be considered when determining voting rights. Once voting rights are lost, they are automatically reestablished when these participation criteria are met.

3.5.3 Prior to automatic reinstatement by Meeting attendance requirements, a Member Company (including its Affiliates) that has lost its voting rights may appeal to the Working Group for reinstatement. If the Working Group fails to reinstate the Member Company, the latter may appeal to the Board for reinstatement.

3.5.4 If a Member Company (including its Affiliates) loses its voting rights, it is still allowed to participate in all activities of the Working Group except voting.

3.5.5 Each Member Company shall have of one (1) vote on matters coming before the Working Group. A Member Company, including Affiliates as defined below, shall be deemed to be one Member Company with one vote. "Affiliate" means an entity that directly or indirectly Controls, is Controlled by, or is under common Control with another, so long as such Control exists. Control means beneficial ownership of more than fifty percent (50%) of the voting power or equity in an entity.

4. Intellectual Property Disclosures

4.1 Disclosure Procedures

Section 2 of the USB-IF Intellectual Property Agreement provides that Members who do not irrevocably agree to license their Necessary Claims (as defined in Section 6(e) of the Intellectual Property Agreement) on “reasonable and non-discriminatory terms, and with a zero royalty” (hereafter “RAND-Z”) must “make a good faith effort to disclose to the chair of the Subgroup ... the existence of patents or patent applications that may contain Necessary Claims....”

Accordingly, any Subgroup Member that wishes to make a disclosure concerning patents or patent applications containing Necessary Claims (a “Disclosure”) should first submit the Disclosure in writing to the Subgroup Chair. The content of the Disclosure shall conform to the requirements of the Intellectual Property Agreement, including the identification of patents and patent applications by patent number.

The Subgroup Chair will then provide the Disclosure to the President of the Board of Directors. The President of the Board of Directors may consult with legal counsel if he deems it appropriate. He or she shall determine whether the Disclosure complies with the requirements of the Intellectual Property Agreement and is sufficiently relevant to a specification to warrant dissemination to Subgroup Members. Unless the President of the Board of Directors or legal counsel advises otherwise, the Subgroup Chair will then disseminate the Disclosure to the other Subgroup Members.

4.2 Requests for Exceptions to Licensing Obligations

In addition to making a Disclosure, Subgroup Members may request an exception to the RAND-Z licensing obligations. However, generally such requests must be submitted at the formation of or early in the development of the final specification. Later requests are strongly discouraged and may be deemed untimely.

If a Subgroup Member requests an exception to the RAND-Z licensing obligations the Board may either deny the request or grant it to all Subgroup Members. In other words, if an exception is granted it must be made applicable to all Subgroup Members.

4.3 No Implied Representation or Warranty by Dissemination

USB-IF makes no representation or warranty with respect to Disclosures or their relevance to a specification. Nothing in these policies and procedures is intended to imply directly or indirectly that USB-IF's dissemination of a Disclosure is an admission that the Disclosure is applicable to the specification in question.

5. Meeting Procedures:

5.1 Conduct

5.1.1 Working Groups meetings shall be presided over by the Chair of the Group or, a designate in his or her absence.

5.1.2 Meetings shall be governed by such procedures as may be approved from time to time by the Board, insofar as such rules are not inconsistent with or in conflict with the provisions of the bylaws of the USB-IF.

5.1.3 It is the responsibility of each Working Group Chair to monitor all communication on email reflectors for their group (both those open for general discussion and those restricted to discussions of a given specification) and ensure traffic is appropriate.

5.2 Minutes

5.2.1 USB-IF Working Groups are required to produce minutes of their Meetings and is the responsibility of the appointed Group Secretary (or Chair, if the Working Group does not have a Secretary).

5.2.2 Minutes shall be distributed within one week after the adjournment of the Meeting. These minutes shall be distributed to all Working Group Members through the established electronic mail alias for the Group.

5.2.3 The required contents of minutes are as follows:

5.2.3.1 Date(s), location(s), Chair, Secretary, hour of opening and adjournment.

- 5.2.3.2 Confirmation by the Chair that all Member Companies present have signed the Intellectual Property Agreement
- 5.2.3.3 Record of Intellectual Property disclosures under the Intellectual Property Agreement
- 5.2.3.4 Summary of significant actions taken.
- 5.2.3.5 List of all attendees.
- 5.2.3.6 Approved agenda (or approved changes to draft agenda).
- 5.2.3.7 Approval of previous Meeting minutes.
- 5.2.3.8 Each motion seconded and not withdrawn, identifying maker of the motion, the fact of a second, and the voting results.
- 5.2.3.9 Future Meeting schedule (to the extent known).
- 5.2.3.10 List of action items assigned to Members.

5.2.4 The first order of business for any Meeting after approving the agenda should be to approve the minutes of the prior Meeting.

5.3 Calling of Meeting

5.3.1 Notice of Meetings shall be given at least one week prior to the proposed meeting date and be accompanied by the proposed agenda for the Meeting. Notice may be oral or written and may be given personally, by mail, by telephone, by facsimile, or electronic message. Members of a given Working Group may meet in a general session, which may be open to interested Members of any Working Group. However, information disclosed at a general session should not include technical details of the work of any given sub-group. Technical details should be disclosed only during meetings of the Working Group at which attendance is limited to Member Companies that have signed the USB-IF Intellectual Property Agreement for that specific group. The Working Group should strive to ensure that there is adequate notice of meetings and development of specifications, sufficient time for its members to review drafts and prepare views and objections, and access to views and objections of its members.

5.3.2 Special Meetings of a Working Group may be called with less than one week's notice with the approval of a two-thirds (2/3) majority of Member Companies. Note that this does not preclude a Working Group from holding an ad-hoc Meeting on shorter notice, just that no official votes may be taken in the Meeting – votes can be held via email. Similarly, failure to attend such ad-hoc Meetings does not count against a company for calculating voting rights – attendance does count for a company in reestablishing its voting rights.

5.3.3 If and when a Working Group chooses to hold a face-to-face Meeting, it must be announced at least 30-days in advance of the Meeting unless a shorter time is approved by a two-thirds (2/3) vote of the Working Group.

5.3.4 The provisions of this Section 5 are subject to the provisions of Sections 3.4 and 3.4.1.

5.4 Voting/Motions/Quorum

5.4.1 A quorum shall consist of two-thirds (2/3) of the Group Member Companies with voting rights. In the absence of a quorum, a majority of the Members present may adjourn the meeting.

5.4.2 Working Group Members should obtain agreement of major issues by using the parliamentary procedures of: 1) one Member raising a motion; 2) another Member from a different company seconding that motion; 3) discussion on the merits of the motion; and 4) a vote on the motion. Particularly with respect to the development of final draft specifications, the Working Group should strive for consensus, meaning general agreement, but not necessarily unanimity, and should use fair, impartial, open, and transparent processes, including in attempting to resolve conflicting views.

5.4.3 At the option of the Chair, a vote may be held via email. An email containing the specific wording of the motion shall be sent to all Member Companies. This email should identify those companies with voting privileges (as calculated on the date the vote is called for).

A vote is considered valid when:

(a) After achieving a quorum, the total yea votes is sufficient to carry the motion based upon the total number of Member Companies with voting rights present at the meeting, i.e., in the case of a two-thirds (2/3) majority vote, if 15 companies with voting rights are present, a minimum of 10 Yea votes are required to pass the motion.

(b) The set maximum time period expires.

The Chair shall set a maximum time period for a vote, after which the motion is carried by a simple majority of those having responded, provided, however, that the total number of votes cast (including written abstentions) must not be less than a quorum. This maximum time period shall not be less than one week.

The Secretary (or Chair, if the Working Group does not have a Secretary) compiles and reports the results of the email vote in the Meeting minutes of the next Meeting of the Working Group. When a vote is complete, the results should be sent to the Member Companies via email.

5.4.4 Each Member Company is allowed only one vote.

5.4.5 Receipt of each email vote cast will be positively confirmed via email in a timely fashion.

5.4.6 Any Member Company can notify the Board in writing of their dissent to a vote — even if they lack voting privileges at the time of the vote.

While such action will have no bearing upon the outcome of the vote or the Working Group's actions, it does place the Member Company's argument in the official record and

informs the Board of issues that it may consider if and when the Board is required to take action on the work product of the Working Group.

5.4.7 A Member Company taking issue with the decision of the Working Group on procedural grounds, or otherwise, may appeal the decision to the Board. An appeal must be made as soon as reasonably practicable and no later than 30 days after the decision at issue. The appeal must be made in writing, with explanation of the basis for the appeal. The Board may request further information in its discretion.

5.5 Distribution of documents for approval

5.5.1 Documents offered for approval should be distributed with adequate time for review, as determined by the Chair, but may be overridden by a majority of the Working Group.

5.5.2 Copies of all minutes must, after approval, be transmitted to the reflector and posted to online document repository for the given Working Group

5.6 Confidentiality

5.6.1 All Working Group discussions and information pertinent to the activities of a Working Group are confidential to that Working Group and the Board, and shall not be disclosed outside of the Working Group (or the Board) without approval of the Board.

6. External Protocol:

6.1 Document Review Board (DRB)

6.1.1 The Document Review Board has been created and serves at the pleasure of the Board. Unless otherwise determined by the Board, the DRB is composed of the chairs of the various Working Groups and designated representatives from the Board. The purpose of the DRB is to assure that specifications are processed, adopted and published in accordance with these procedures and as desired by the Board of Directors. The DRB may also determine source, format, and other requirements for specifications and proposed standards.

6.2 Board of Directors

6.2.1 Each Working Group Chair will provide a brief written status of the Working Group for each quarterly Board Meeting. The report should include a current membership list, current topics of discussion/consideration, future plans and delivery schedule.

6.2.2 Active Working Groups may request to present in person at Board Meetings. This will be subject to the Board's approval based on the agenda for the Board Meeting. The Board may not unreasonably deny such requests. Conversely, the Working Group Chair may be requested by the Board to present the update in person and may not unreasonably deny such requests.

7. Output:

7.1 Adoption

7.1.1 The Working Group adopts a final draft specification and recommends that the final draft specification be approved as the Final Specification by the Board or the Board's delegate. Prior to recommending approval of a final draft specification, Working Groups and the Members participating in the Working Groups ("Working Group Members") shall adhere to the following procedures;

7.1.1.1 Final draft specification. The final draft specification (version 0.9) shall be a draft which a majority of the Working Group Members agree is final. The Working Group may, but is not required to, seek general membership review of a final draft specification, except that the Board may require general membership review in particular cases. If the Working Group seeks membership review, then the chair of the Working Group shall ensure the final draft specification is posted to the web site for USB-IF membership review. During any review period, the Working Group shall work to resolve any inconsistencies or other issues that may arise as part of the review of the final draft specification.

7.1.1.2 Intellectual Property. If a final draft specification is submitted to the general membership for review, it is the responsibility of the Chair of the Working Group to ensure that each Member that submits comments or contributions agrees and warrants that USB-IF is permitted to copy, use and disseminate the comment or contribution for any purpose, and that Member further agrees and warrants not to ever assert any intellectual property rights in the comment or contribution as against USB-IF, any member of USB-IF, or any third party. (This section applies only to Members that are not Members of the Working Group and that have not signed an applicable Intellectual Property Agreement.)

7.1.1.3 Changes to final draft specification. Prior to its adoption by the Board, Working Groups may modify, remove from or add to the contents of the final draft specification. Upon any substantive change to the final draft specification, the Chair shall follow the approval procedures set forth in this Section 7 with respect to the revised final draft specification.

7.1.1.4 Approval Meeting. The Chair shall send reasonable advance written or electronic notice to all Working Group Members advising of the date and time of the meeting of the Working Group at which the Working Group will consider approving the final draft specification. ("Approval Meeting.")

7.1.1.5 Voting Process. A final draft specification shall be deemed adopted by the Working Group when approved by a vote of at least two-thirds (2/3) of the Working Group Members voting at the Approval Meeting either while present at the meeting or by proxy. In the event that an Approval Meeting vote does not result in the adoption of a final draft specification, the Working Group shall be free to continue work on the draft specifications pursuant to the procedures set forth herein and the Chair shall be free to schedule future Approval Meetings.

7.1.1.6 Approval of final draft specification by the Board. A final draft specification shall be forwarded to the Board of Directors of USB-IF or to the Board's delegate. A final draft specification shall not be an official or sanctioned USB-IF Final Specification unless and until it is approved by a majority vote of the Board or the Board's delegate. Within one (1) week following the date of the Board's (or its delegate's) approval of the Final Specification, USB-IF shall send written or electronic notice of such approval to Working Group Members.

7.1.1.7 Error Corrections and Minor Modifications. Subject to agreement by two-thirds (2/3) of the Working Group Members and the approval of a majority of the Board, the Working Group may at any time update the Final Specification for the sole purpose of making error corrections and/or minor modifications that do not materially alter or augment the functionality, capabilities or capacities of products or portions thereof that qualify as Compliant Portions (such updates being "Minor Updates").

7.1.1.8 Modifications to the Final Specification. Subject to and except as set forth in Section 6.1.1.7, once the Final Specification has been adopted, any updates (other than Minor Updates) or alterations to the Final Specification shall be treated as a proposal to develop a new specification.

7.2 Archiving of Documents

7.2.1 Once the document is finalized, the Working Group Chair is responsible for transferring an archive of all source files including all text, drawings, PDF distillations of each document to USB-IF Administration. USB-IF Administration shall be the keeper of these source documents, and is required to reduce the archive to a CD or DVD, or like media.

7.2.2 Once approved, no modifications shall be made to the source documents for that revision. USB-IF Administration has the authority to change administrative information such as telephone number, contact address, etc. with the permission of the Board Chair and the Working Group Chair.