

Information Card Foundation (ICF)

Process for Working Groups

1 Definitions. Each of the following initially capitalized terms has the respective meaning stated below. All other initially capitalized terms have the meanings assigned in this Information Card Process Document ("**Processes**"), in the Information Card Foundation's IPR Policy ("**IPR Policy**"), or in the Bylaws.

1.1 "Board" means the then-current Board of Directors of the Information Card Foundation.

1.2 "Bylaws" means the then-current bylaws of the Information Card Foundation, as may be modified from time to time as provided therein.

1.3 "Charter" means a Work Group's (or "**WG's**") organizational document, which will include the information in the proposal to form the WG and such other information as described in §2.1(a).

1.4 "Editor(s)" means, for a particular Specification to be developed by a particular WG, the individual Contributor(s) selected to coordinate development of, and transcription of the work of the WG for, such Specification, as well as (together with any other Editors for that WG) to administer WG operation.

1.5 "Minimum Membership" means five Contributors.

1.6 "Information Card Foundation" or "ICF" means the Information Card Foundation, a Delaware nonprofit public benefit corporation.

1.7 "Supermajority" means at least two-thirds of those entitled to vote on an issue.

1.8 "WG Chair" means the individual Contributor selected to administer WG operation.

2 Work Groups.

2.1 Proposal. Any group of at least Minimum Membership may form a WG by submitting a proposal via the mailing list workgroup@InformationCard.net; such proposal will include the following items, will be written in English, and will be provided in a generally accessible electronic form (as determined by the ICF from time to time), which will include plain text (in any reasonable character encoding) or HTML:

(a) Charter. The proposal will include the WG Charter, which will include:

(i) a WG name, which will not include trademarks not owned by the ICF or content that is infringing, harmful, or inappropriate, and any acronym or abbreviation for that name;

(ii) a clear statement of purpose;

(iii) an initial Scope, which must be related to the purpose of the ICF and which will include a definition of what is and is not the envisioned "work" of the WG;

(iv) a proposed list of Specifications (if any), including working titles, to be produced (and any other related deliverables) and projected completion dates;

(v) a proposed list of any other deliverables (i.e., deliverables that are not Specifications, such as marketing materials, white papers, additional internal processes, research, etc.) and projected completion dates or other activities of the Work Group (e.g., Website maintenance, marketing activities, etc.);

(vi) anticipated audience or users of the work;

(vii) the language in which the WG will conduct business;

(viii) the method of work, including any virtual or planned face-to-face meetings, collaboration tools, etc.; and

(ix) a basis for determining when the work of the WG is completed (or a statement that the WG is intended to be a standing WG to address work that is expected to be ongoing, such as the creation and ongoing maintenance of the ICF website).

(b) Background Information. The proposal will also include the following:

(i) any related work being done in other WGs or organizations, why the proposed new WG is necessary, and any proposed liaison with any such other WGs or organizations;

(ii) the names, email addresses, and any Constituent affiliations of at least the Minimum Membership who support forming the WG ("**Proposers**") and the proposed Editor(s) (if any) and WG Chair; and

(iii) optionally, a list of Contributions (if any) that the Proposers anticipate will be made to the WG.

2.2 Review. The Board will review each proposal within 15 days after receipt and promptly provide notice to workgroup@InformationCard.net, either accepting it or explaining the reason for rejection. If a proposal is rejected, it may be modified and resubmitted. The reasons for rejection will be limited to:

- (a) an incomplete Proposal (i.e., failure to comply with §2.1);
- (b) a determination that the proposal contravenes the Information Card community's purpose;
- (c) a determination that the proposed WG does not have sufficient support to succeed or to deliver proposed deliverables within projected completion dates;
- (d) failure of the Board to unanimously approve a WG that will be authorized to create Specifications; or
- (e) a determination that the proposal is likely to cause legal liability for the ICF or others.

2.3 Board Initiative. The Board may, from time to time, on its own initiative and without any notice period or delay, create a proposal (that does not provide for Specification creation and otherwise is in accord with §2.1), identify willing Proposers, and move immediately to create a new WG pursuant to such proposal, with the Charter and final Scope to be defined by the Board. Other than the method of its creation and any processes applicable to specification of the final Charter and Scope, however, a WG created by this expedited process will otherwise be subject to the same terms and processes as, and treated as indistinguishable from, any WG that does not arise from Board initiative.

2.4 After Acceptance. Promptly after acceptance, a mailing list will be created for the WG, and one or more of the Proposers should notify general@InformationCard.net of the new WG. This notice will announce the formation of a new WG, invite participation, and describe the WG's proposed work, including any planned meetings (as based on the approved Charter). The first obligation of a new WG is to establish and approve its Scope, which should broadly describe the outer limits of the WG's work.

2.5 Contributors. Only persons or entities that have properly agreed to the IPR Policy may become Contributors to (or participate in) a WG. A WG may, however, make copies of its Work Group Mailing List, drafts, and other documents available for review by non-members. A WG will not review or acknowledge comments by, or accept Contributions from, anyone other than Contributors. Without limiting the foregoing, the WG will restrict access to any online tools that it elects to use so that only Contributors to that WG will have access to "write," "edit," or otherwise submit any information to the WG via such tool. The Board may close a WG at any time that the WG has not had Minimum Membership for six consecutive months at the time of closure.

2.6 Withdrawal; Removal. An individual or entity may withdraw from a WG, as provided in (and subject to) the IPR Policy. The other Contributors to a WG may also remove an individual or entity from the WG, but only for failing to attend (by any reasonable method) three or more consecutive WG meetings not during a leave of absence. An individual or entity will also be automatically removed from a WG seven days after becoming ineligible to be a Contributor (e.g., if an individual Representative changes employment, and the new employer is not a Constituent Contributor), and each Contributor will promptly notify the ICF of any change of status that may affect compliance with the IPR Policy. Any removal will be effective on notice, and the former Contributor will be deemed to have withdrawn from that WG as of the effective date of removal, with obligations as specified in the IPR Policy. Withdrawal or removal will automatically terminate the affected individual's or entity's right to participate in the applicable WG. An individual or entity that has been removed from a WG may rejoin as a new Contributor under §2.5.

2.7 Leaves of Absence. Any Contributor (other than an Editor or WG Chair, except in an emergency) may take a leave of absence at any time, effective on notice to the applicable Editor(s) and to the WG Chair specifying the leave dates. Any Contributor (including an Editor or WG Chair) on leave remains a Contributor for purposes of determining obligations under the IPR Policy. The Editor(s) need not, however, consider any Contributor on leave to determine consensus under §2.17(b).

2.8 WG Chair; Editors. A WG's work is coordinated by the WG Chair (and, if the WG is developing Specifications, by one or more Editors). Each WG must have a WG Chair, and each WG that is developing Specifications must also have at least one Editor, and additional Editors may be selected at any time. The selection or removal of the WG Chair and any Editors will be made by the Board, which may (but is not obligated to) give preference to qualified representatives from Sponsor Members (defined in the Bylaws). Different Editors in a WG may, however, be associated with different Specifications. If the WG Chair or an Editor takes emergency leave, or is otherwise unavailable, a temporary WG Chair, or an additional Editor, as

Exhibit G. Information Card Foundation: Process Document for Specification Working Groups

applicable will be selected. If a WG does not have a WG Chair, or if a WG that is creating Specifications does not have an Editor, it will suspend work until a WG Chair, or an Editor (as applicable), is selected. The Board may close a WG at any time that the WG has not had a WG Chair (or an Editor, if the WG is creating Specifications) for the immediately prior 30 days. An Editor or the WG Chair may also be removed at any time by the Board. For avoidance of doubt, the WG Chair may (but is not required to) be an Editor.

2.9 Visibility. All WG documents will be located on the WG webpage (“**Webpage**”), which will be located at a URL within InformationCard.net, and all work (administrative and technical) of a WG will be conducted via the applicable Specification Mailing Lists or at meetings that may be called from time to time. The minutes of each meeting and a record of all decisions will be published to the Webpage and the applicable Specification Mailing List. All WG email lists will be archived, and all WG email archives will be publicly visible. The WG Chair (or any Editor(s), as applicable) should keep the following current on the Webpage:

- (a) WG name and Charter;
- (b) any standing rules and other adopted procedures;
- (c) any applicable meeting schedule and attendance method(s);
- (d) anticipated deliverables and delivery dates;
- (e) list of WG Contributors;
- (f) the names and email addresses of the WG Chair and of any Editors and any other functionaries (e.g., secretary);
- (g) links to draft and completed WG documents (including the latest WG Specifications, if applicable); and
- (h) current announcements (including WG formation, any revisions to the Charter, and, if the WG is creating a Specification, any call to approve a draft as an Implementers Draft or a Final Specification and applicable deadlines).

2.10 Procedure. The only formal rules required to conduct a WG’s work are those stated in these Processes, and the Contributors may adopt any other reasonable rules desired (as long as such rules are consistent with these Processes, the IPR Policy, and the Bylaws). Regardless of any rules adopted, however, a WG should exemplify civility and collegiality, with the primary goal of reaching consensus on all matters.

2.11 Meetings. A WG meeting may be called at any time by the WG Chair or any of its Editor(s) (or by any other Contributor, if there is no WG Chair or Editor) on at least seven days’ notice to all Contributors to that WG. Meetings may be conducted at any reasonable time, place, and manner as selected by the WG, with the goal of providing an environment conducive to the WG’s work and to maximize participation. The presence of at least a majority of Contributors to a given WG is necessary to constitute a quorum. Without a quorum, discussions may take place but no business may be conducted. The Board may close a WG that does not conduct a meeting with at least a quorum at least once every six months.

2.12 Presence. A Contributor attending a properly noticed meeting in person, by telephone, or by other reasonable means that allows the Contributor to perceive the opinions of, and interact with, other participants is “present” for purposes of determining attendance. For purposes of a vote not taken in real time at a meeting (e.g., by email ballot or web form), each Contributor that has been sent proper email notice of the vote (to all notice addresses the Contributor has provided to the ICF) will be deemed present for the vote, as long as the vote otherwise complies with §2.17(c). For purposes of determining presence of a quorum, a Constituent Contributor and its Representatives will be deemed to be a single Contributor.

2.13 Development. A WG will:

- (a) work diligently to complete all deliverables according to the schedule in its Charter;
- (b) at all times comply with these Processes and other requirements promulgated by the Board (e.g., naming schemes, document formatting requirements, file structures, copyright notices, etc.);
- (c) promptly post all deliberations and notes related to any WG decision on its Webpage; and
- (d) provide revisions to written work (e.g., white papers, Recommendations, and Specifications), if possible, in clean and redline form.

2.14 Intellectual Property. The WG will at all times comply with the IPR Policy.

2.15 Charter Clarification. A WG may clarify its Charter only to narrow its Scope or to remove ambiguity; it may not broaden or otherwise change the Scope of its Charter (without re-Chartering). The list

of deliverables may be expanded (without re-Chartering) only if the new deliverables are within the Scope of the original Charter.

2.16 Re-Chartering. A WG's Contributors may elect to re-charter the WG to expand its Scope (after submission of a new proposal under §2.1 and subject to review and approval by the Board under §2.2). The re-chartered WG will retain its name, and all email lists and archives, webpages, etc. will move from the predecessor to the re-chartered WG. Each Contributor will remain bound by the IPR Policy as applied to Implementers Drafts, Final Specifications, and, as applicable, other materials promulgated under the prior Charter. Any Contributions made under the prior Charter, however, must be affirmatively re-contributed before they apply to Implementers Drafts, Final Specifications, and, as applicable, other materials promulgated under the new Charter, and Contributors under the prior Charter must affirmatively re-join the re-chartered WG to continue to participate in the re-chartered WG.

2.17 Decisions.

(a) *General.* All decisions are either Core Decisions or Non-Core Decisions, and all decisions may be made in meetings (e.g., face-to-face, telephonic, or otherwise) or by email or other electronic means. Any decision that is not clearly a Non-Core Decision will be treated as a Core Decision. "**Core Decision**" means a decision relating directly to the WG's substantive work, including those related directly to Specification content, Charter, or Scope; to approve an Implementers Draft or a Final Specification, to adopt Errata (defined in §3.6); to make a formal Recommendation (defined in §3.7); and to amend the Charter or to re-charter the WG. "**Non-Core Decision**" means any decision other than a Core Decision, including decisions on date, time, place, and method(s) of attending meetings and other administrative details regarding WG operation or governance.

(b) *Consensus.* Consensus is a core value. To promote consensus, the WG Chair (and any Editors, as applicable) should encourage consideration and resolution of all legitimate comments of Contributors. All WG decisions will optimally be made by determining consensus, without formal vote. The WG Chair (and any Editors, as applicable) will assess consensus without a formal vote and, when a proposal is pending, may interpret silence of those who have received proper notice (or who are present) as assent. Consensus does not imply unanimity, although there should be substantial support for consensus decisions. For Core Decisions, consensus should reasonably reflect the opinion of a Supermajority of Contributors to the applicable WG, after reasonable inquiry by the WG Chair (or the Editor(s), as applicable). For Non-Core Decisions, consensus should reflect the opinion of a majority of Contributors actually expressing an opinion.

(c) *Formal Vote.* If a decision cannot be made by consensus, the WG should defer decision until consensus can be reached. If deferral would prejudice a WG's work, however, the WG Chair (or Editor(s), as applicable) may call a formal vote. If a formal vote is called, each Contributor to the applicable WG not on a leave of absence will be entitled to a single vote, and no vote will take place without a quorum as provided in this §2.17(c). Formal voting at a meeting will be by voice vote, unless the WG Chair (or Editor(s), as applicable) at the meeting at which such vote takes place directs otherwise. The presence of at least a majority of Contributors to a given WG (after proper notice) will constitute a quorum formally to vote on a Core Decision, and the decision of a Supermajority of those present and entitled to vote will be the WG's decision. Those Contributors actually voting on a Non-Core Decision will constitute a quorum, and the decision of the majority of those voting will be the WG's decision. For Core Decisions, a vote taken at a meeting must not be taken without 14 days' advance notice. There is no advance notice requirement for a vote taken at a meeting on a Non-Core Decision. Any vote taken outside of a meeting (e.g., by email ballot or web form) must not be taken without seven days' advance notice, the voting period must remain open for at least seven days after the end of the notice period, and the ballot must: (i) clearly state the issue; (ii) clearly state the number of respondents necessary to constitute a quorum; (iii) clearly state the percentage of approvals necessary to pass each matter on the ballot; and (iv) allow each voter to affirm, reject, or abstain. A Constituent Contributor and its Representatives will, in the aggregate, have only one vote. For votes taken at a meeting, a Constituent Contributor may be represented by an individual other than a Representative if the Contributor has notified the secretary of the ICF, in writing and in advance, that it will vote by proxy.

2.18 Closing a WG. A WG may be closed at any time by majority vote of all of its then-current Contributors, by Board resolution (if deemed necessary by the ICF to avoid or mitigate legal risk), or as otherwise provided in these Processes. The Board may also close a WG that is organized to create Specifications if that WG has completed all deliverables in its Charter and has not agreed to (and obtained unanimous Board approval of) the development of new deliverables within the 180 days before closure. The Board may also close a WG that has not reasonably progressed to achieve its purpose, as defined by its Charter.

3 Specification Approval; Recommendations.

3.1 General. There are three stages of an Information Card Specification – draft, Implementers Draft, and Final Specification. An Information Card Specification begins as a “draft” and retains this status until approved as an Implementers Draft. An Implementers Draft may be further revised, and any revised Implementers Draft is deemed a “draft” until it is approved as a new Implementers Draft. The most recent Implementers Draft may be approved as a Final Specification. There is no specific timeframe under which a draft must become an Implementers Draft or an Implementers Draft must become a Final Specification, although the WG should make reasonable efforts to conform to any posted schedule of deliverables on its Webpage. To the extent that any draft or Implementer’s Draft references any third party specifications that would be necessary to implement as part of the proposed Specification described in the applicable WG draft or Implementer’s Draft, the WG will expressly reference the applicable third-party specifications in the WG draft or Implementer’s Draft, as applicable, including at least the following information: specification name, version number, URL for the specification, and URL for the intellectual property rights policy (if any) applicable to that specification.

3.2 Notice. The WG Chair or the Editor(s) will provide at least seven days’ advance notice of the beginning of a period to review and approve any draft Specification as an Implementers Draft and at least 14 days’ advance notice of the beginning of a period to review and approve the then-current Implementers Draft as a Final Specification or to approve any Errata, and the applicable review period will be no shorter than 45 days to approve a proposed Implementers’ Draft and 60 days to approve a proposed Final Specification or Errata. Notice will be by both email and prominent posting on the Webpage, and will contain all applicable dates (including the beginning and end of the review period and any applicable meeting dates) and a link to an editable version of the draft or Implementers Draft under consideration. The Editor(s) (who should be guided by consensus) will decide when a review period begins.

3.3 Review. Contributors to the applicable WG will make reasonable efforts to review the draft, Implementers Draft, or Errata during the review period and provide any critical comments or objections, with sufficient specificity for other Contributors to respond and, if required, to facilitate resolution.

3.4 WG Decision. Approval of a draft as an Implementers Draft, or the then-current Implementers Draft as a Final Specification, or to adopt Errata should be based on consensus. If the WG cannot reach consensus, then the decision may be made by formal vote. The WG Chair or the applicable WG Editor(s) will notify the WG of a determination that consensus has been reached or of a call for (and results of) a formal vote. Any Implementers Draft, Final Specification, or Errata approved by the WG will include a list of Contributors who participated in its development.

3.5 Rejection; Resubmission. If there is not consensus to approve an Implementers Draft, Final Specification, or Errata, and the proposed Implementers Draft, Final Specification, or Errata is not approved by vote (or if the Board fails to confirm an Implementers Draft, Final Specification, or Errata under §4.3), then the WG will continue to revise the draft to resolve objections received during the review period or from the Board. The WG Chair or the applicable Editor(s) may (if they deem it appropriate) notify the WG and the Board of a new review, which should be limited in scope to objections received during the immediately prior review and measures taken to resolve such objections.

3.6 Changes. No Substantive Change may be made to a Final Specification; any Substantive Change will require review and approval of a successor version of the applicable Final Specification according to these Processes. Any changes to an Implementers Draft should be made in a subsequent Implementers Draft or in an applicable Final Specification. A WG may also (but no more than once every six months) approve and promulgate Errata to a Final Specification. “**Errata**” means a set of changes (or proposed changes) to an existing, published Final Specification, created for the sole purpose of correcting features (and not adding or removing features) due to a lack of clarity or an error in the Final Specification, and made available either as a list of changes or as a “redline” markup to the Final Specification. “**Substantive Change**” means any change to a Specification that is not Errata.

3.7 Recommendations. A WG (or the Board or a committee of the Board, on its own initiative) may also propose Recommendations, but only if the WG (or the Board or committee of the Board, as applicable) has identified three or more independent implementations of the particular proposed Recommendation (or of the features to which the Recommendation relates) that are interoperable. A WG decision to propose a Recommendation must be made in accordance with §§3.1(solely the last sentence about third-party specifications) and 3.2-3.6, as applied to Recommendations. Any proposed Recommendation (whether proposed by a WG or by the Board or a committee of the Board) must be confirmed by the Board, in accordance with §4.3. No special approval or vote is required, however, for a WG to engage in work in preparation for proposing a Recommendation (e.g., creation of a proposed conformance test or internal review of an existing, non-ICF specification). Moreover, neither the proposing nor the making of a Recommendation (even if confirmed by the Board) will trigger any obligations under the ICF IPR Policy (although, to the extent the Recommendation pertains to a specification promulgated by another

Exhibit G. Information Card Foundation: Process Document for Specification Working Groups

organization or standards body, there may be intellectual property obligations under the applicable policies of that organization or standards body). For avoidance of doubt, however, new work or deliverables that are based upon or that implement or extend a Recommendation and that are created within an ICF WG are subject to the ICF IPR Policy, including all of its terms and limitations (e.g., the patent promise would not apply, but copyright licensing obligations would apply, to the extent that such new work was copyrightable but not part of a new ICF specification). "**Recommendation**" means a formal endorsement by the ICF of any of: (a) an existing, non-ICF specification; (b) a "profile" or subset of an existing, non-ICF specification; (c) a conformance test relating to an existing, non-ICF specification; or (d) work of a similar technical nature that does not rise to the level of a Specification.

4 **Board Involvement.**

4.1 Delegation. The Board may delegate any of its obligations under these Processes (other than creating subcommittees) to a subcommittee of Board members, ICF members, or other appropriate persons (although the Board will have the ultimate responsibility for all of its obligations under these Processes), and applicable terms in these Processes will then be deemed to refer to the subcommittee instead of the Board.

4.2 Complaints; Appeals.

(a) *General.* On proper notice from a Contributor, the Board will consider any complaint related to, or appeal of, any action taken (or alleged failure to act) related to these Processes. The Board has authority to take any action it deems necessary to remedy a complaint or appeal.

(b) *Notice.* Except as otherwise stated in this §4.2, proper notice must be sent within 14 days after the act from which the complaint arises or that the Contributor wishes to appeal (or at any reasonable time for alleged failures to act); and must succinctly state the nature of the complaint or matter appealed from, why this is a problem for the complainant/appellant, the remedy requested, an estimate of the likely effect of granting or denying the request, and any prior efforts to resolve the matter. If a Contributor sends notice of appeal within 14 days, however, and requests additional time, the foregoing detail may be initially omitted, as long as supplemental notice including this detail is sent within 30 days of the Contributor's initial notice. Failure timely to supplement will result in automatic abandonment of the complaint or appeal.

(c) *Process.* The complainant/appellant has the burden of proving that an action (other than approval of an Implementers Draft, Final Specification, or Errata or alleged action outside of the WG's Scope) or failure to act is wrongful, and the Board will decide such matters on an "abuse of discretion" basis. The WG Chair, WG Editor(s), or both (as applicable) however, will bear the burden of proving that approval of an Implementers Draft, Final Specification, or Errata was proper or that an action is within Scope, and the Board will decide such matters on a "de novo" basis. In considering whether a WG is operating outside its Scope, any substantive feature not described directly (e.g., by identifying the feature) or indirectly (e.g., by identifying the type or class of feature) in the Scope statement will be deemed outside of the WG's Scope. The Board:

(i) will consider any proper complaint or appeal within 30 days (or at its first regular meeting) after notice and any supplement is received, whichever is earlier;

(ii) may request additional information from the complainant/appellant, the applicable WG Chair or Editor(s), or any combination of the foregoing; and

(iii) will make reasonable efforts to render a decision in 30 days, which decision will be final and non-appealable).

4.3 Confirmation. Notwithstanding approval by the WG, a draft Specification is not an "Implementers Draft" (and, as applicable, an Implementers Draft is not a "Final Specification", Errata is not approved, and a Recommendation may not be promulgated) until it is confirmed by the Board under this §4.3. Confirmation of an Implementers Draft, Final Specification, or Errata must be by the express, affirmative vote (i.e., abstentions and absences, including absences due to vacant seats, count as "no" votes) of a Supermajority of all Board members. Confirmation of Recommendations must be by the express, affirmative vote (i.e., abstentions and absences, including absences due to vacant seats, count as "no" votes) of at least two-thirds of all Board members. Confirmation triggers Contributors' obligations under §6.1 of the IPR Policy (except for Recommendations). The WG will notify the Board of any approval under §3.4, and the Board will consider the matter at its next meeting, or within 30 days of such notice (whichever is earlier) and will render its written decision (including its rationale for any refusal to confirm) as soon as practicable. Grounds for withholding confirmation include a determination that any part of the Implementers Draft, Final Specification, or Errata is outside of the WG's Scope, as applicable, or that a proposed Specification was submitted or created by a WG that was not approved to create Specifications.

4.4 Amendment. The Board may amend these Processes or the IPR Policy from time to time, in its sole discretion. Any such amendment must be approved by a Supermajority vote of the Board, except if the amendment pertains to an aspect of the Processes that pertains to the percentage of the Board required to approve an action or designation, in which case the amendment must be approved by unanimous vote of the Board (e.g., amendment of §2.2(d) or §4.3 must be approved by a unanimous Board).

4.5 Decisions. Except as may otherwise expressly be provided in these Processes, all Board decisions will be made in accordance with the Bylaws.

5 Community Override. If the Board refuses to confirm a draft Specification as an "Implementers Draft," an Implementers Draft as a "Final Specification", or Errata, then, except as otherwise provided in this §5, the decision of the Board can be overridden by the majority vote of the membership of the ICF, but only if notice of a vote to override is sent to the ICF membership within seven calendar days after the announcement of the applicable Board decision. Such vote will be taken electronically (e.g., by email ballot or web form), on at least seven days' advance notice, the voting period must remain open for at least seven days after the end of the notice period, will require response of at least a supermajority of all ICF members to constitute a quorum, and the ballot must: (i) clearly state the issue; and (ii) allow each voter to affirm, reject, or abstain. If at least a quorum has responded, the decision of the majority of respondents will be the decision of the ICF, and the ICF will promptly provide notice of the decision to all ICF members and Contributors. The membership of the ICF may not, however, override a decision of the Board if the reason articulated for the Board's decision was either a determination that the proposed action is likely to cause legal liability for the ICF or that the WG submitting or creating the proposed Specification was not approved to create Specifications.

6 Miscellaneous. All notices and correspondence under these Processes will be by email. Unless stated, or context requires, otherwise: (1) "written" or "in writing" refers to a non-electronic document only, manually signed by authorized representatives of the writing party(ies); (2) all internal references are to these Processes; (3) "days" means "calendar days"; (4) "may" means that the applicable actor has a right, but not a concomitant duty; and (5) all decisions of the Board, a WG Chair, or an Editor under these Processes are in the Board's, such WG Chair's, or such Editor's reasonable discretion. Examples following "including" or "e.g." are not exhaustive (i.e., are interpreted to include the words "without limitation"), unless qualified by words such as "only" or "solely." These Processes will be interpreted according to the plain meaning of their terms. Section headings are for convenience only and will not affect the meaning of any provision. For avoidance of doubt, no rights to use any logo or trademark are granted or may be implied under the IPR Policy or these Processes; any such rights may be set forth in a separate Information Card Trademark License, if the ICF, in its sole discretion, elects to make such license available.