



OpenTravel Alliance Procedures Manual

Version 7.0
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ABOUT THE OPENTRAVEL ALLIANCE

The OpenTravel Alliance (OpenTravel) is passionate about solving the problems inherent in connecting multiple systems within the complex travel distribution arena.

OpenTravel's mission is to engineer specifications that make data transmission flow smoothly throughout travel, tourism and hospitality. OpenTravel creates, expands and drives adoption of open universal data specifications, including but not limited to the use of XML, for the electronic exchange of business information among all sectors of the travel industry.

OpenTravel is composed of companies representing airlines, car rental companies, hotels, cruise lines, railways, leisure suppliers, service providers, tour operators, travel agencies, solutions providers, technology companies and distributors. Tens of thousands of the OpenTravel message structures are in use, carrying tens of millions of messages between trading partners every day.

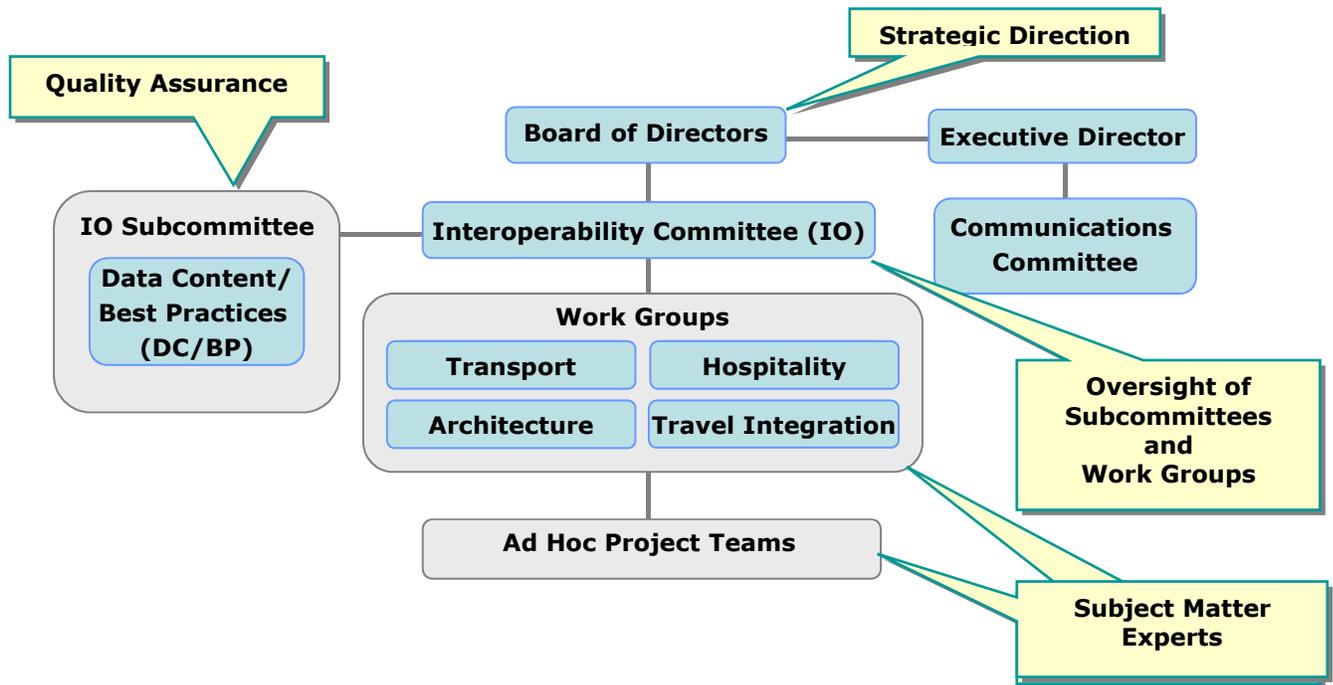
PURPOSE AND SCOPE

This document provides information about OpenTravel processes and operations. For further information, refer to the OpenTravel Bylaws (see Appendix D), the Code of Conduct (see Appendix E), and License Agreement (see Appendix F). All documents are available on the OpenTravel web site – www.opentravel.org.

INTELLECTUAL PROPERTY STATEMENT

OpenTravel is a travel industry community effort to develop voluntary XML-based communications specifications and thereby facilitate the use of electronic commerce in our industry. These specifications are developed through a consensus building process that encourages the active participation of all Member Companies' representatives. Suggestions made at OpenTravel meetings are therefore likely to be included in OpenTravel specifications. Member companies and potential member companies should be aware of this and closely review the membership agreement. OpenTravel is the owner of OpenTravel specifications, and each member company grants the OpenTravel Alliance the right to sublicense to other member companies, their affiliates, and end users, a non-exclusive, royalty-free license as defined in the membership agreement.

OPENTRAVEL STRUCTURE



BOARD OF DIRECTORS

PURPOSE

The Board of Directors provides the strategic direction of the OpenTravel Alliance, ensures that due process has been followed in the specifications development process, and decides which work groups are needed. The Board is composed of representatives of each of the travel industry segments.

Board members also represent OpenTravel to the industry through speaking engagements, in other industry organizations and within their own companies.

Current Board of Directors representation is composed of the following:

- Air: two seats
- Car: two seats
- Hotel: three seats
- At-large supplier: one seat (the seat cannot be held by a rental car, hotel or airline supplier)
- Non-supplier: four seats
- Outside the US representative: one seat (the individual holding the seat must be employed by a company headquartered outside the

United States and must have his or her office outside the United States)

MEETINGS

1. See Work Group Meetings.
2. Portions of Board of Directors Meetings may be conducted in closed session when sensitive matters are discussed.

GROUND RULES

1. See Work Group Ground Rules.
2. Chair, Vice Chair and Treasurer officer positions are elected from the membership of the board of directors.
3. A requirement for serving as Chair and Vice Chair is to participate in at least 75% of Board of Directors meetings.

PARTICIPATION

1. A quorum of the Board of Directors consists of a majority of the total number of directors.
2. The Executive Director will poll all Board of Director members on meeting attendance and report on meeting quorum requirements five days prior to the meeting.

INFORMATION FLOW

1. See Work Group Information Flow.
2. The Executive Director will draft and distribute action items to the Board of Directors with due dates as determined by the Board of Directors within five business days following any Board of Directors meeting and attached to applicable meeting minutes.
3. Financial statements will be delivered from the Executive Director to the Treasurer no later than the tenth business day following each month's end.
4. Membership reports will be submitted by the Executive Director to the Board of Directors by the sixth business day following each month's end.
5. The Executive Director will post items requested by the Board of Directors within five business days of request.

CONDUCT

1. See Work Group Conduct.

INTEROPERABILITY COMMITTEE

PURPOSE

The Interoperability Committee reviews and approves project team proposals from the work groups, recommends specification timetables to the Board of Directors, determines the content for the specification, decides upon the documentation necessary for completing the specification and distributes the specification to the membership and public for review prior to delivering it to the Board of Directors for approval and final publication.

MEMBERSHIP

1. The Interoperability Committee is composed of representatives from each work group. Current Interoperability Committee representation is composed of the following:
 - Transport: Three seats
 - Hospitality: Three seats
 - Travel Integration: Two seats
 - Architecture: Two seats
 - Data Content/Best Practices: One seat
2. Each representative has one vote.
3. Each representative is required to participate in at least 75% of the Interoperability Committee meetings and the work group meetings for which the member is a representative.
4. Members who do not attend the prescribed number of meetings are liable to be replaced by the work group that elected them.

MEETINGS

1. Meetings are held on a regular or as needed basis, with the schedule determined by the Chair and/or Co-Chair. If meeting in person, the meeting is generally held at OpenTravel's facilities between the hours of 9 a.m. – 3 p.m.
2. For conference call meetings, OpenTravel will provide a conference bridge for participants. For face-to-face meetings, a conference bridge will be set-up upon request. Members who are unable to participate at a meeting in-person, but will be conferencing in, are responsible for notifying the Specification Manager 24 hours prior to the meeting and paying their own telecommunication charges to reach the bridge.
3. The Chair and Co-Chair are elected from the Interoperability Committee membership and lead the discussions.

4. If a quorum is present, the members may vote on items under consideration. Observers may not vote.
5. If a quorum is not present, the meeting may continue; however, no decisions are official until all members have an opportunity to review and a quorum has voted on the item.

GROUND RULES

1. All members must adhere to the Code of Conduct (see Appendix E) and Intellectual Property Statement (see page four of this document).
2. The Chair is responsible for notifying the Board of Directors should contractual requirements be deviated from (e.g., posting of minutes within a specified time frame).
3. The Chair and Co-Chair are required to attend at least 75% of Interoperability Committee meetings and ensure attendance by either the Chair or Co-Chair to at least 75% of Board of Directors Meetings. Elected officials who do not attend the prescribed number of meetings are liable to be replaced by the Interoperability Committee.

PARTICIPATION

1. A quorum is constituted when 51% of the Interoperability Committee is present and each work group is represented.

INFORMATION FLOW

1. See Work Group Information Flow.
2. The Interoperability Committee is responsible for resolving issues from work groups and the member and public review of the specifications.
3. The Chair and Co-Chair are responsible for reporting their activities and progress of specification development to the Board of Directors. The Interoperability Committee will prepare and submit a specification release timetable to the Board of Directors.

CONDUCT

1. See Work Group Conduct.

DATA CONTENT/BEST PRACTICES SUB-COMMITTEE

PURPOSE

The Data Content/Best Practices Sub-Committee is a sub-committee of the Interoperability Committee. The Sub-Committee reviews the schemas and conducts a cross-industry comparison of data elements for commonality, harmonizes elements, and recommends element names for cross-industry elements. It reviews work group project submissions for adherence to the OpenTravel Best Practices guidelines and also reviews all member and public review comments and the work group's resolution of those comments. It also resolves comments not belonging to a specific work group.

MEMBERSHIP

1. Any OpenTravel member may participate in the Data Content/Best Practices Sub-Committee and each work group is encouraged to have at least one person participate.

MEETING

1. Face-to-face meetings are held prior to member review of a specification, following member review, and following the public review period and on an as needed basis. Based on the specification publication timetable, the Chair and/or Co-Chair determine the schedule for meetings. If meeting in person, the meeting is generally held at OpenTravel's facilities.
2. For conference call meetings, OpenTravel will provide a conference bridge for participants. For face-to-face meetings, a conference bridge will be set-up upon request. Members who are unable to participate at a meeting in-person, but will be conferencing in, are responsible for notifying the Specification Manager 24 hours prior to the meeting and paying their own telecommunication charges to reach the bridge.
3. The Chair and Co-Chair are elected from the Data Content/Best Practices Sub-Committee membership and lead the discussions.

GROUND RULES

1. All members must adhere to the Code of Conduct (see Appendix E) and Intellectual Property Statement (see page four of this document).
2. The Chair is responsible for notifying the Chair of the Interoperability Committee should contractual requirements be deviated from (e.g., posting of minutes within a specified time frame).
3. The Chair and Co-Chair are required to participate in at least 75% of Data Content/Best Practices Sub-Committee meetings and ensure attendance by either the Chair or Co-Chair to at least 75% of Interoperability Sub-Committee meetings. Elected officials who do not attend the prescribed number of meetings are liable to be replaced by the Data Content/Best Practices Sub-Committee.

INFORMATION FLOW

1. See Work Group Information Flow.
2. The Chair and Co-Chair are responsible for reporting their activities and progress to the Interoperability Committee.

CONDUCT

1. See Work Group Conduct.

WORK GROUPS

PURPOSE

OpenTravel work groups identify and develop the scope of work for the respective industry sector they represent. This work may include development of a data dictionary, message schemas, use cases and models. The Board of Directors determines which work groups are needed. The Board of Directors may add or disband specific work groups, as needs dictate.

The current work groups include:

- Hospitality
- Transport
- Architecture
- Travel Integration

MEMBERSHIP

1. Only those representatives who are from an industry or industries for which the work group is responsible are considered members, all others are considered to be observers (e.g., airline employees can only be members of the Transport Work Group).
2. An OpenTravel member shall only hold voting membership in one work group.
3. An OpenTravel member company shall have only one vote in a work group.

MEETINGS

1. Meetings are held on a regular or as needed basis, with the schedule determined by the Chair and/or Co-Chair.
2. For conference call meetings, OpenTravel will provide a conference bridge for participants. For face-to-face meetings, a conference bridge will be set-up upon request. Members who are unable to participate at a meeting in-person but will call in, are responsible for notifying the Specification Manager 24 hours prior to the meeting and paying their own telecommunication charges to reach the bridge.
3. The Chair and Co-Chair are elected from the work group membership and lead the discussions.
4. If a quorum is present, the members may vote on items under consideration. Observers may not vote.
5. If a quorum is not present, the meeting may continue; however, no decisions are official until all members have an opportunity to review and a quorum has voted on the item.

GROUND RULES

1. All members must adhere to the Code of Conduct (see Appendix E) and Intellectual Property Statement (see page 4 of this document).
2. The Chair and Co-Chair are required to participate in at least 75% of the meetings of their work group. Elected officials who do not attend the prescribed number of meetings are liable to be replaced by the body that elected them. The Chair is responsible for notifying the Board of Directors should contractual requirements be deviated from (e.g., posting of minutes within a specified time frame).
3. All meetings are open to all members of OpenTravel. Observers, (OpenTravel members belonging to a different work group than the one they are attending or attending meetings to which they were not elected, such as the Interoperability Committee and Board of Directors) should conduct themselves so as not to interfere unduly with the agenda, violate the OpenTravel Code of Conduct, or otherwise disrupt the orderly progress of the meeting in any way.
4. Observers may submit proposed agenda items in writing and request time on the agenda to the Chair and/or Co-Chair for consideration; however, it is at the discretion of the Chair and/or Co-Chair as to allow for inclusion on the agenda. Such requests should be made at least five business days prior to the scheduled meeting date.

PARTICIPATION

1. In each work group, 51% of the members are required to achieve a quorum. If voting is required in a work group and a quorum is not present, the vote can be taken by e-mail and, except for elections, the absence of a no vote will be considered as approval.
2. OpenTravel encourages all members to participate in the discussion and development of the specifications.

INFORMATION FLOW

1. Members are encouraged to provide input to the Chair and/or Co-Chair at any time.
2. Notice of scheduled meetings will be posted by the Specification Managers to the OpenTravel members-only calendar and included with minutes of the prior meeting (when appropriate) within five business days of the meeting.
3. The Specification Manager and/or Chair or Co-Chair will draft agendas 10 business days prior to the meeting date and send notification of the meeting at the time the meeting is scheduled and again on the day of the meeting. Members may submit agenda items up to two days prior to the meeting date.

4. The Specification Manager is responsible for distributing meeting materials prior to meetings and having meeting materials available on-site at in-person meetings.
5. Chair and/or Co-Chair communications to the work group may be sent directly to the work group mailing list or be distributed by the Specification Manager within two business days of receiving the request.
6. The Specification Manager will draft and submit meeting minutes and related technical documents to the Chair and Co-Chair five business days following the meeting. The Chair and/or Co-Chair are responsible for reviewing and approving the minutes.
7. Approved minutes will be posted on the OpenTravel wiki within one business day from the date when minutes are approved.
8. Members who represent their work group on the Interoperability Committee are responsible for communicating back to their work group the activities of the Interoperability Committee, other work groups, and the progress of OpenTravel.

CONDUCT

1. The Chair is responsible for maintaining order.
2. All members will abide by the OpenTravel Code of Conduct (see Appendix E).
3. Meetings will be conducted according to Robert's Rules of Order (<http://www.robertsrules.com/>).

PROJECT TEAMS

PURPOSE

OpenTravel work (new messages, requirements definition, studies, etc.) is initiated via a Project Team Proposal (PTP). Project teams are generally organized by function (vehicle exchange, hotel promotional message, cruise dining availability, etc.). A project team works within the most appropriate work group. Any member can participate in any project team regardless of the industry sector their company serves. Schemas are created or modified by project teams, and the work groups review project team deliverables.

The Project Team Proposal form (see appendices A, B and C for the forms) is the basis for all project team work. This form details the work to be done, the resources required, and the timeline for completing the work. The work to be done in most instances will be new messages to be included in a specification, but also it may be a research tool to identify the viability of the subject matter's inclusion in a specification or a study to determine if new procedures or products are needed.

MEETINGS

1. Meetings are held on a regular or as needed basis, with the schedule determined by the project team lead or champion.
2. For conference call meetings, OpenTravel will provide a conference bridge for participants. For face-to-face meetings, a conference bridge will be set-up upon request. Members who are unable to participate at a meeting in-person, but will be conferencing in, are responsible for notifying the Specification Manager 24 hours prior to the meeting and paying their own telecommunication charges to reach the bridge.
3. The project team lead or champion is elected from the project team and is responsible for leading the discussions, determining what work needs to be done, and ensuring that the work is completed.

GROUND RULES

1. All members must adhere to the Code of Conduct (see Appendix E) and Intellectual Property Statement (see page four of this document).
2. Any OpenTravel member can be a participant in any project team.

PARTICIPATION

1. All members with expertise in the project team's subject area are welcome to participate in project teams.
2. Project teams are not subject to quorum requirements.
3. Project teams are to adhere to the core principles of consensus - no participants object but some may abstain.

4. In order to ensure that minority viewpoints can be accommodated, dissenting opinions must be accompanied by an indication of the business and/or technical reasons for the dissent and of what changes in the proposal, if any, would suffice to change the opinion to one assenting to the majority viewpoint. Dissents not explained in this manner need not be considered when the project team lead or champion decides whether consensus has been reached.

INFORMATION FLOW

1. The original documentation process is handled via the Project Team Proposal form. These forms are on the OpenTravel wiki, and are included in this document (see Appendices A, B and C).
2. In the flow of work, it is important to note that:
 - a) the project team can be created first and is then followed by a proposal of work, or
 - b) the proposal of work may be developed first and the project team formed based on this proposal or
 - c) the project team may be formed in order to conduct a study to determine if a project should be undertaken.
3. Project team champions are responsible for participating in and reporting the work of the project team to the appropriate work group for the duration of the project.

FLOW FOR "CALL FOR PROJECT TEAM"

1. The Project Team Proposal form will serve as a basis to request resources to complete a specific task and to announce work that is to be done.

A Project Team Proposal may be raised to request new messages for new functionality or changes to existing messages; it may be for the definition of requirements for a new or modified message or as research or a study on a specific topic.

2. The form will be completed by the project team and posted on the OpenTravel wiki.

The work group chair's role is to review the form, ensure it is complete, and accept the role on behalf of the sponsoring work group. The work group chair will initial the proposal (or "initial" via email). This process does not imply approval or provide veto power to the work group chair.

3. The Interoperability Committee will review the Project Team Proposal for completeness and to determine if the scope of the work is appropriate to the submitting work group, that it does not duplicate functionality, and that the requested resources are available.

4. An email will be sent to the membership at large, announcing a "Call for Project Team" to develop the work outlined in the proposal. A brief summary of each Project Team Proposal will also be posted on the public site so non-OpenTravel members will be aware of the work in progress.
5. Once the project team has been established, the proposal may be updated as necessary based on additional information obtained by the project team.
6. A Specification Manager will be assigned to the project team upon approval of the work by the Interoperability Committee.
7. When the work is completed, the project team will submit it to the sponsoring work group for review and comment.
8. Except in the case of studies and business requirements definition projects, after the work group has reviewed the work, it will be submitted to the Interoperability Committee via the Data Content/Best Practices Sub-Committee for approval and inclusion in the appropriate specification. For additional information, see the section on Specification Adoption Process.

CONDUCT

1. See Work Group Conduct.

COMMUNICATION COMMITTEE

PURPOSE

The Communication Committee reports to the executive director. The Committee serves as the marketing arm of OpenTravel with emphasis on driving implementation of the OpenTravel specifications by members and non-members, increasing member participation in the work groups and project teams, and expanding the recognition of OpenTravel within the travel industry.

MEMBERSHIP

Any OpenTravel member may participate in the Communication Committee and each work group is encouraged to have at least one person participate.

MEETINGS

1. Meetings are held on a regular or as needed basis, with the schedule determined by the Chair and/or Co-Chair. If meeting in person, the meeting is generally held at OpenTravel's facilities.
2. For conference call meetings, OpenTravel will provide a conference bridge for participants. For face-to-face meetings, a conference bridge will be set-up upon request. Members who are unable to participate at a meeting in-person, but will be conferencing in, are responsible for notifying the Executive Director 24 hours prior to the meeting and paying their telecommunication's charges to reach the bridge.
3. The Chair and Co-Chair are elected from the Communication Committee membership and lead the discussions.

GROUND RULES

1. All members must adhere to the Code of Conduct (see Appendix E) and Intellectual Property Statement (see page four of this document).
2. The Chair and Co-Chair are required to participate in at least 75% of Communication Committee. Elected officials who do not attend the prescribed number of meetings are liable to be replaced by the Communication Committee.

PARTICIPATION

A quorum is constituted when a majority of the Communication Committee is present.

INFORMATION FLOW

See Work Group Information Flow.

CONDUCT

See Work Group Conduct.

ELECTIONS

Every OpenTravel member company has one vote per company. When a company applies for membership, it identifies a voting representative and a voting alternate. These two individuals receive election ballots, but only one of them may vote. A company may check who their voting representative and voting alternate are by sending an email to membership@opentravel.org.

Members may vote for candidates for the board of directors, work group chairs and co-chairs, and for work group representatives to the Interoperability Committee. Members may run or vote based on their business category (i.e., air carrier, hotel company, rental car company, other supplier company, non-supplier company or consultant).

Chairs and co-chairs of the Interoperability Committee, the Data Content/Best Practices Sub-Committee and the Communication Committee are chosen from within the committee membership and not through a formal nomination and balloting process.

The Executive Director will manage the balloting process for elections by drafting ballot content, including requirements for the elected positions, at least 30 business days prior to the elections and distributing approved ballots within 15 days of the election. The Executive Director will also report results to the OpenTravel membership and Board of Directors within two business days of the close of the ballot.

BOARD OF DIRECTORS

Requirements

Board of director terms are for two years. Requirements for serving on the Board of Directors include:

1. Participation in at least 75% of board events (the board of directors holds monthly meetings, some via conference call and some in person).
2. Attendance at the annual advisory forum.
3. Board liaisons to the Interoperability Committee and work groups are also required to participate in at least 75% of the meetings they are serving as a liaison to.
4. Board members are encouraged to participate in or have representation on their respective work groups.

Elected officials who do not attend the prescribed number of meetings are liable to be replaced by the body that elected them.

Schedule

Board of director elections are held annually, prior to elections for work group chairs and co-chairs and IO representatives.

Call for nominations for open seats on the board of directors shall occur for a period of five (5) business days.

Biographies of nominees are due to the Executive Director on the last day of the nomination period.

One (1) day after the close of the call for nominations period, a ballot shall be distributed to the Voting and Alternate Voting Representatives by way of email with the biographies of the candidates to be included.

The period of voting shall be ten (10) business days with a reminder sent five (5) business days after the initial announcement.

In event of a tie, the Executive Director will distribute a new ballot for the purpose of a run-off election.

A minimum of fifty-one percent of the voting membership must participate for a quorum.

Ballot

The ballot for the board of directors’ elections is based on the following structure:

Board Ballot					
Member Company is Supplier Class					Member Company is Non-Supplier Class
Business Categories					
Air	Car	Other Transport Supplier	Hotel	Other Hospitality Supplier	Non-Supplier
X					
	X				
			X		
X	X	X	X	X	X
		X		X	
					X

As an example, an airline company voting representative may vote for any air carrier candidates and any non-US candidates. Non-suppliers may vote for any non-supplier candidates and any non-US candidates.

WORK GROUP CHAIRS AND CO-CHAIRS AND INTEROPERABILITY COMMITTEE REPRESENTATIVES

Requirements and Process

Chairs and co-chairs of the Interoperability Committee, the Data Content/Best Practices Sub-Committee and the Communication Committee are chosen from within the committee membership and not through a formal nomination and balloting process.

Election eligibility for work groups and committees composed of membership from multiple verticals (excluding IO) is based upon membership category of the member company. Each company with one or more members is entitled to one vote.

It is the responsibility of each company's voting member to solicit input from all company participants involved in a work group or committee prior to voting.

The term of each chair and co-chair of a work group or committee shall last one fiscal year of OpenTravel.

Should the work group or committee have the duty of replacing a chair less than 60 days prior to the end of the term, the remaining chair shall serve the balance of the term.

Should the work group or committee have the duty of replacing a chair more than 60 days prior to the end of the term, a replacement will be elected and serve the balance of the term. The election shall occur within the prescribed time frame as indicated above. Prior to that election, the Executive Director will ask for nominations from those members of OpenTravel within the respective work group or committee who would like to be considered to fill the chair vacancy. Those voting members or alternates within the work group or committee shall be entitled to one vote for the new chair.

Member companies or their entities shall be permitted to have both chair and co-chair positions of a work group or committee if duly elected by the members of the work group or committee.

If, due to acquisition of another company, one member company gains both chair and co-chair positions of a work group or committee, any work group or committee member may contact the Executive Director to request a new election for the chair and co-chair of the work group or committee.

Upon the formation of a sub-committee, those present for the formation shall elect a sub-committee chair to get the sub-committee organized, and the chair serves in position until the next annual election cycle (when the sub-committee would follow the normal election procedure as described).

Schedule

Elections of the work group chairs and co-chairs shall occur following the announcement of the results of the annual Board of Directors elections.

Call for nominations for the positions of chair and co-chair shall occur for a period of five (5) business days.

Biographies of nominees are due to the Executive Director on the last day of the nomination period.

One (1) day after the close of the call for nominations period, a ballot shall be distributed to the Voting and Alternate Voting Representatives by way of email with the biographies of the candidates to be included.

The period of voting shall be ten (10) business days with a reminder sent five (5) business days after the initial announcement.

In event of a tie, the Executive Director will distribute a new ballot for the purpose of a run-off election.

A minimum of fifty-one percent of the voting membership within any work group must participate for a quorum.

Ballot

The ballots for work group elections are based on the following structure:

Work Group Ballot

Member Company is Supplier Class					Member Company is Non-Supplier Class
Business Categories					
Air	Car	Other Transport Supplier	Hotel	Other Hospitality Supplier	Non-Supplier
X	X	X			
			X	X	
					X
X	X	X	X	X	X

Work Groups
 Transport
 Hospitality
 Travel Integration
 Architecture

INTEROPERABILITY COMMITTEE REPRESENTATIVES

Requirements and Process

Members of the Interoperability Committee are elected from the work group membership during elections for work group and committee chairs and co-chairs.

The Chair and Co-Chair are elected from the Interoperability Committee membership and lead the discussions.

Upon vacancy of the chair or co-chair of the Interoperability Committee, the members of the Interoperability Committee shall elect a replacement within the prescribed time frame as indicated in the committee and work group section above.

Schedule

The schedule for the election of Interoperability Committee representatives will follow the schedule outlined in the work group and committee section.

SPECIFICATION ADOPTION PROCESS

PROCEDURES FOR APPROVAL OF SPECIFICATIONS

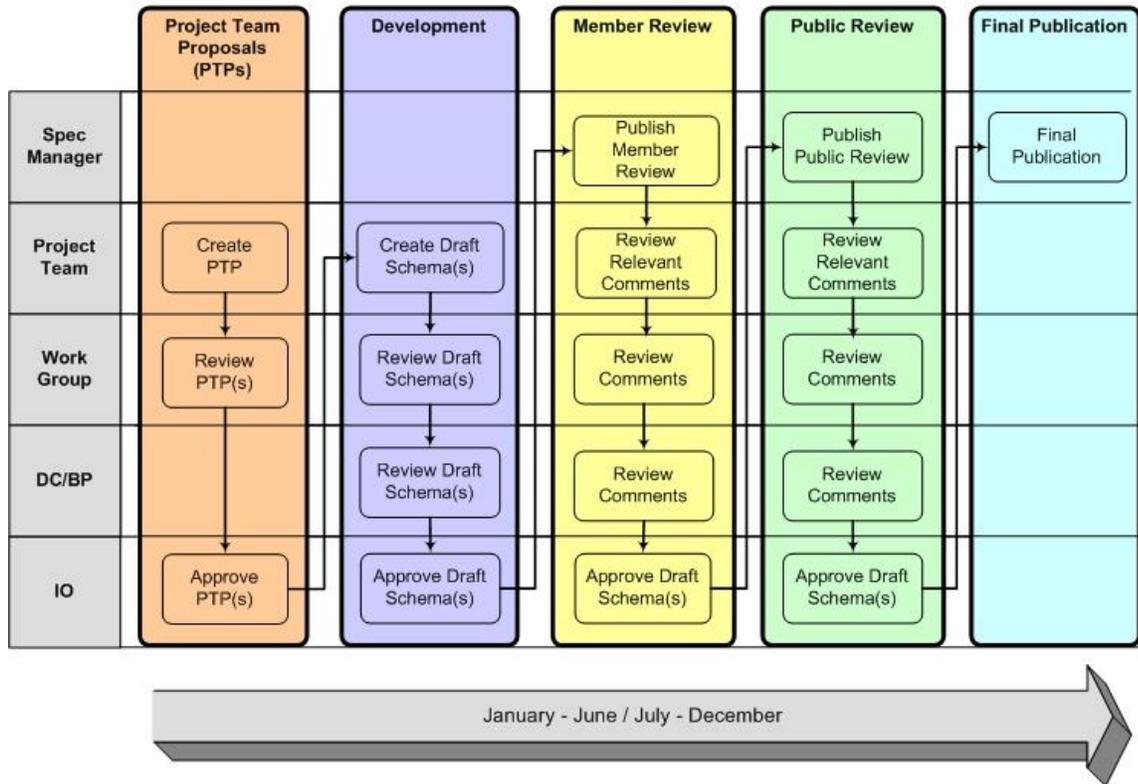
1. By the publication schedule deadline, project teams must submit fully annotated schema(s), business scenarios/use cases, and any new codes for each of the messages included in each Project Team Proposal to the work group chair for review and comment by the work group.
2. By the publication schedule deadline, work groups must submit fully annotated schema(s), business scenarios/use cases, and any new codes for each of the messages included in each Project Team Proposal to the Interoperability Committee via the Data Content/Best Practices Sub-committee.
3. The Data Content/Best Practices Sub-Committee will review the schemas and conduct a cross-industry comparison of data elements for commonality, harmonize elements, and recommend element names for cross industry elements prior to submission to the Interoperability Committee for approval.
4. Prior to publication the specification undergoes two review periods of thirty days each. The first review period is for OpenTravel members only and the second review period is for public comments.
5. The Specification Managers are responsible for collecting and disseminating comments and recommendations following specification reviews (member and public) and determines to whom the comments should be sent – work group(s), project team(s) or the Data Content/Best Practices Sub Committee.
6. Content comments received during the member and public comment periods are referred to the appropriate work group for review. The work group will make recommendations to the Data Content/Best Practices Sub Committee as to how to handle each comment.
7. Following the resolution of all comments, the Data Content/Best Practices Sub Committee will recommend to the Interoperability Committee that the specification is either ready for the next comment period (public) or for publication. If the Interoperability Committee agrees that the specification is ready for publication, it will recommend to the Board of Directors that the specification be published.
8. The Board of Directors is responsible for making certain that proper procedures have been followed in developing the specification and that the entire membership has had the opportunity to provide comment. If the Board of Directors feels that due process has not been followed, it may ask for the document to go out to the voting representatives for formal vote or returned to the Interoperability Committee. If a formal

vote is taken, the Interoperability Committee is responsible for resolving issues raised by voting representatives.

9. Upon determining that due process has been followed the Board of Directors will deem the specification document final and will instruct the Executive Director to post the approved document on the OpenTravel public web site and send out a public announcement. Each comment received following the publication on the public site will be recorded as it is received and shall be considered in the next review cycle or earlier as determined by the Data Content/Best Practices sub-committee or the work group.

SPECIFICATION REVIEW AND APPROVAL

OpenTravel Publication Cycle



CODE LIST PROCEDURES

PROCEDURES FOR OPENTRAVEL CODE LIST UPDATES

The following procedures are to be used by both OpenTravel members and non-members who would like a new code added to an existing code list.

1. Send an e-mail to the specification manager and code list manager (codelist@opentravel.org), providing the following information:
 - a. The code list name (e.g., Address Use Type)
 - b. The code list 3-letter code (e.g., AUT)
 - c. The new code name (the actual code value will be assigned later by the code list manager) (e.g., Weekdays)
 - d. The OpenTravel message and element path where the new code is to be used (e.g., OTA_PkgBookRQ/ContactDetail/Address/@Type)
 - e. The reason for the new code, if it is not apparent (this item is optional)
2. The specification manager and code list manager will review the request and forward the request to the appropriate workgroups copying the requestor.
3. Allow two weeks for questions and comments from the work group. At the end of this period if there is agreement on (or no objections to) the codes requested, the requestor will send the same e-mail requesting the codes to the code list manager (codelist@opentravel.org), copying the workgroup mailing list indicating that there have been no objections.
4. The code list manager will review the request and, if there are no issues, assign a code value to the new code and distribute the new codes to the member requesting the code. If there is an issue (e.g., a code seems to already exist for the requested code), the code list manager may question the request by sending an e-mail to the work group distribution list.
5. The code list manager will update the code list and post a revised version on the OpenTravel wiki.

Where possible, initiators should consolidate code requests from their work groups before submitting them to the code list manager rather than sending individual requests.

STAFFING ROLES

ELECTED OPENTRAVEL POSITIONS

Board Officers

The Board officers are the Chair, Vice Chair and Treasurer. The Chair has overall responsibility for the governance of OpenTravel. The Vice Chair acts in the absence of the Chair and approves Board of Director minutes. The Treasurer has custody of all funds, property and securities of the Organization.

CONTRACTED POSITIONS – EXECUTIVE DIRECTOR, SPECIFICATION MANAGER

Purpose

These contracted positions provide technical and management support for the development of travel industry specifications.

Executive Director

The Executive Director is directly responsible for managing the communication and logistics for the OpenTravel Board of Directors, serving as a liaison between the Board of Directors and the specifications development operations, and has overall responsibility for operations, membership development and support, marketing and event planning.

Specification Manager

The Specification Manager serves as the technical advisor to the various work groups, project teams and committees in supporting a consistent approach across each of the groups on data terms definition and methodology in the development of the schemas.

Executive Director

Responsibilities

1. New OpenTravel members will receive a welcome letter from the Executive Director within five business days of joining and the Executive Director will inform work group chairs and specification manager of the new members within five business days upon receipt of their membership application.
2. Marketing materials, Annual Report and other related materials will be submitted on a mutually agreed upon schedule between the Executive Director and the Board of Directors.
3. All meetings, aside from work groups, project teams, and the Interoperability Committee will be handled and executed on a mutually agreed upon schedule between the Executive Director and the Board of Directors.

4. Works with the Board of Directors to develop a membership strategy and campaign, and is responsible for the plan, brochure and application development, recruitment, member retention and relations.
5. Is responsible for all financial administration of OpenTravel functions including financials, budgeting, membership dues records and renewals, and tax filing.
6. Provides direct support to members and interested individuals for handling questions and providing information on membership, meeting logistics, web site direction, and other administrative functions.
7. Leads discussions and actively participates in the Communication Committee and attends Interoperability Committee meetings.
8. Maintains the integrity of the OpenTravel web site by ensuring that information is consistently current and accurate. The Executive Director will post new information to the web site within five business days of receipt.
9. Drafts press releases within one day of "breaking news" and distributes press releases (to press, membership and post to the OpenTravel public web site) within one day of approval from OpenTravel.
10. Maintains the web site and membership database, both in content and functionality.
11. Maintains the Message Registration Program.

Specifications Manager

Responsibilities

1. Drafts the specification release project plan with milestones and timeline for Interoperability Committee and Board of Directors.
2. Drafts, edits and manages the specification (XSDs, OpenTravel Message Users Guide, Best Practices).
3. In concert with Data Content and Interoperability Committees, reviews the specification to ensure that common files are appropriately used across XSDs and the schemas are annotated.
4. Ensures that XSDs validate across various tools and fixes any errors.
5. Drafts, distributes and posts meeting notices, agendas, and minutes for work groups, Interoperability Committee and all sub-committees.
6. Manages the formation of project teams (compiling project team requests for Interoperability Committee review).
7. Answers technical questions from members regarding the specification.
8. Leads technical discussions and actively participates in work groups, project teams, Interoperability Committee and Data Content/Best Practices Sub-Committee.
9. Manages the OpenTravel wiki.

APPENDIX A

STUDY PROJECT TEAM PROPOSAL DOCUMENT



Project Team Proposal Document *Study*

[Project Name goes here]

[Note: Text enclosed in square brackets and displayed in blue italics is included to provide guidance to the author and should be deleted before publishing the document.]

TABLE OF CONTENTS

1. P R O P O S E D P R O J E C T T E A M / S T U D Y N A M E..... 3

2. D E S C R I P T I O N..... 3

 2.1 P U R P O S E..... 3

 2.2 S C O P E..... 3

 2.3 G O A L..... 3

3. I N I T I A L C O N T R I B U T I O N S..... 3

4. R E S O U R C E R E Q U I R E M E N T S..... 3

5. A N T I C I P A T E D C O M P L E T I O N D A T E..... 4

6. S P O N S O R I N G M E M B E R / W O R K G R O U P / S U B - C O M M I T T E E 4

7. A D D I T I O N A L P A R T I C I P A N T S 5

8. D E L I V E R A B L E S C H E D U L E 5

Proposed Project Team Name

Project Name: [Project name goes here]
Description

Purpose

[Provide a brief description of the study including any background and rationale. This should be understandable to those not necessarily familiar with your industry or this particular area.]

Scope

[Provide further details of what you are studying that will help other OpenTravel members/non-members understand your project.]

Goal

[Expand here on why the study is being conducted and the overall goal of the study. Goals could include research results, a business requirements definition project proposal or a schema project proposal.]

Initial Contributions

[Include the document name, type of document and source of document. Documents could include research, requirements, questionnaires, etc. If no documents are to be contributed, leave the list blank]

Document name	Type of Document	Document Source

Resource Requirements

[Please identify the resources that the project team desires from OpenTravel staff (do not fill in sections that the project team plans to perform on its own). Upon receipt of the completed form, the Interoperability Committee will review resources requested and make a recommendation to the Board as to what resources can be accommodate.]

[Check each activity required.]

Minute taking	
Facilitation	
List other activities	

[Fill-in the anticipated time commitments of each of the activities in the table below. The Specification Manager should help with these time estimates.]

Planned activity	Number per month	Number of months	Duration (hrs)	Total Time (hrs)
Conference calls				
Face to face meetings				

[To be completed by spec manager.]

Total Spec Manager time required for this project.	
--	--

Anticipated Completion Date

Study completion date	
-----------------------	--

Sponsoring Member /Work Group/ Sub-Committee

This specification has been submitted by *[insert name]* on behalf of the *[insert name]* Work Group/Sub-Committee.

Contact Information:

Name: *[insert name]*
Company: *[insert company]*
Mailing Address: *[insert mailing address]*
Telephone: *[insert telephone]*
Fax #: *[insert fax#]*
E-Mail Address: *[insert e-mail address]*

The chair of this Work Group/ Sub-Committee has reviewed this submission for completeness and understands this particular Work Group/ Sub-Committee is the Sponsoring Work Group/ Sub-Committee, responsible for the communication process. This does not mean the Chair or Work Group/ Sub-Committee is approving the actual work or its inclusion in any specification.

Chair's Signature or Initials
(electronic is acceptable)

Additional Participants

The following OpenTravel members/companies are participants in the development of these specifications:

Member	Company	E-Mail Address

Mail distribution list required?	[yes/no]
----------------------------------	--------------------------

Deliverable Schedule

Component	Status	Estimated Completion Date
<i>[List the products you plan to deliver (e.g. study report, business requirements, project team proposal, use cases). The deliverables are dependant on the type of study that is being conducted.]</i>		

APPENDIX B

BUSINESS REQUIREMENTS DEFINITION PROJECT TEAM PROPOSAL DOCUMENT



Project Team Proposal Document ***Business Requirements Definition***

[Project Name goes here]

[Note: Text enclosed in square brackets and displayed in blue italics is included to provide guidance to the author and should be deleted before publishing the document.]

TABLE OF CONTENTS

1. P R O P O S E D P R O J E C T T E A M / S T U D Y N A M E 3

2. D E S C R I P T I O N 3

 2.1 P U R P O S E 3

 2.2 S C O P E 3

 2.3 G O A L 3

3. I N I T I A L C O N T R I B U T I O N S 3

4. R E S O U R C E R E Q U I R E M E N T S 3

5. A N T I C I P A T E D C O M P L E T I O N D A T E 4

6. S P O N S O R I N G M E M B E R / W O R K G R O U P / S U B - C O M M I T T E E 4

7. A D D I T I O N A L P A R T I C I P A N T S 5

8. D E L I V E R A B L E S C H E D U L E 5

1. Proposed Project Team Name

Project Name: *[Project name goes here]*

2. Description

2.1 Purpose

[Provide a brief description of the project including any background and rationale. This should be understandable to those not necessarily familiar with your industry or this particular area.]

2.2 Scope

[Provide an overview of the business requirements this project will define, along with any further details that will help other OpenTravel members/non-members understand your project.]

2.3 Goal

[Expand here on why this project is being conducted and its overall goal. Goals could include prioritized or finalized requirements or a schema proposal document.]

3. Initial Contributions

[Include the document name, type of document and source of document. Documents could include research, requirements, questionnaires, etc. If no documents are to be contributed, leave the list blank.]

Document name	Type of Document	Document Source

4. Resource Requirements

[Please identify the resources that the project team desires from OpenTravel staff (do not fill in sections that the project team plans to perform on its own). Upon receipt of the completed form, the Interoperability Committee will review resources requested and make a recommendation to the Board as to what resources can be accommodate.]

[Check each activity required.]

Minute taking	
Facilitation	
<i>List other activities</i>	

[Fill-in the anticipated time commitments of each of the activities in the table below. The Specification Manager should help with these time estimates.]

Planned activity	Number per month	Number of months	Duration (hrs)	Total Time (hrs)
Conference calls				
Face to face meetings				

[To be completed by spec manager.]

Total Spec Manager time required for this project.	
--	--

5. Anticipated Completion Date

Study completion date	
-----------------------	--

6. Sponsoring Member /Work Group/ Sub-Committee

This specification has been submitted by *[insert name]* on behalf of the *[insert name]* Work Group/Sub-Committee.

Contact Information:

Name: *[insert name]*

Company: *[insert company]*

Mailing Address: *[insert mailing address]*

Telephone: *[insert telephone]*

Fax #: *[insert fax#]*

E-Mail Address: *[insert e-mail address]*

The chair of this Work Group/ Sub-Committee has reviewed this submission for completeness and understands this particular Work Group/ Sub-Committee is the Sponsoring Work Group/ Sub-Committee, responsible for the communication process. This does not mean the Chair or Work Group/ Sub-Committee is approving the actual work or its inclusion in any specification.

Chair's Signature or Initials
(electronic is acceptable)

7. Additional Participants

The following OpenTravel members/companies are participants in the development of these specifications:

Member	Company	E-Mail Address

Mail distribution list required?	[yes/no]
----------------------------------	--------------------------

8. Deliverable Schedule

Component	Status	Estimated Completion Date
<i>[List the products you plan to deliver (e.g. business requirements, project team proposal, use cases).</i>		

APPENDIX C

SCHEMA DEVELOPMENT PROJECT TEAM PROPOSAL DOCUMENT



Project Team /Schema Proposal Document

[Project Name goes here]

[Note: Text enclosed in square brackets and displayed in blue italics is included to provide guidance to the author and should be deleted before publishing the document.]

TABLE OF CONTENTS

1. P R O P O S E D P R O J E C T T E A M / S C H E M A N A M E 3

2. D E S C R I P T I O N 3

 2.1 P U R P O S E 3

 2.2 S C O P E 3

 2.2.1 R E Q U E S T 3

 2.2.2 R E S P O N S E 4

3. R E - U S E 4

4. I N I T I A L C O N T R I B U T I O N S 4

5. R E S O U R C E R E Q U I R E M E N T S 4

6. A N T I C I P A T E D C O M P L E T I O N D A T E / P U B L I C A T I O N 5

7. S P O N S O R I N G M E M B E R / W O R K G R O U P 5

8. A D D I T I O N A L P A R T I C I P A N T S 6

9. D E L I V E R A B L E S C H E D U L E 6

1. Proposed Project Team / Schema Name

Project Name: *[Project name goes here]*

Request Schema Name	Response Schema Name

2. Description

2.1 Purpose

[Provide a brief description of the business function including any background and rationale. This should be understandable to those not necessarily familiar with your industry or this particular function.]

2.2 Scope

[Provide further details of what you are proposing that will help other OpenTravel members/non-members understand your project (e.g. is this specific to one vertical or multiple verticals).

List known functions you plan to develop.

Include a business process flow—the intended trading partners (e.g., internal system to internal system, internal system to external system, customer to system) and messages (i.e., who's sending what message to whom).

Provide any relationship to other OpenTravel Schema where relevant. Does the proposed Schema enhance the functionality of current Schema or does it address a new functional area and data?

Will there be a phased approach and if so explain each phase (e.g., the ability to modify or cancel is included/will be developed at a later stage).]

2.2.1 Request

[Explain in general what this message is requesting. Is the message set a "push" notification or a "pull" query-type message?]

2.2.2 Response

[Explain what this message response provides. Sections 2.2.1 and 2.2.2 may be repeated for multiple RQ/RS message pairs, if needed.]

3. Re-Use

[Provide a list of all OpenTravel constructs that you plan to re-use. If this information is not known at this time, a Study Project Team Proposal is recommended rather than a Schema Project Team Proposal.]

[The below table should be filled-in. Check the cited source for re-use as it applies to Request or Response.]

Anticipated Functional Components	RQ	RS	Re-Use and Source of other OpenTravel Constructs

4. Initial Contributions

[This may include donated proprietary Schemas, models, and OpenTravel study results. Include the document name, type of document and source of document.]

Document name	Type of Document	Document Source

5. Resource Requirements

[Please identify the resources that the project team desires from OpenTravel staff (do not fill in sections that the project team plans to perform on its own). Upon receipt of the completed form, the Interoperability Committee will review resources requested and make a recommendation to the Board as to what resources can be accommodate.]

[Check each activity required.]

Minute taking	
Facilitation	
Schema development	
<i>List other activities</i>	

[Fill-in the anticipated time commitments of each of the activities in the table below. The specification manager should help with these time estimates].

Planned activity	Number per month	Number of months	Duration (hrs)	Total Time (hrs)
Conference calls				
Face to face meetings				

[To be completed by spec manager. Include time for minute clean-up and publication, logistics, facilitation, etc. Use the above tables to provide the most accurate estimate possible.]

Total Spec Manager time required for this project.	
--	--

6. Anticipated Completion Date/Publication

Publication Target Version (e.g., 2004B)	
--	--

7. Sponsoring Member/Work Group

This specification has been submitted by *[insert name]* on behalf of the *[insert name]* Work Group.

Contact Information:

Name: *[insert name]*
Company: *[insert company]*

Mailing Address: *[insert mailing address]*
Telephone: *[insert telephone]*
Fax #: *[insert fax#]*
E-Mail Address: *[insert e-mail address]*

The chair of this work group has reviewed this submission for completeness and understands this particular Work Group is the Sponsoring Work Group, responsible for the communication process. This does not mean the Chair or WG is approving the actual work or its inclusion in any specification.

Chair's Signature or Initials
(electronic is acceptable)

8. Additional Participants

The following OpenTravel members/companies are participants in the development of these specifications:

Member	Company	E-Mail Address

Mail distribution list required?	<i>[yes/no]</i>
Please provide the name of the mail distribution list:	<i>[insert mail list name]</i>

9. Deliverable Schedule

[These dates should be in-line with the Publication schedule.]

Component	Status	Estimated Completion Date
Business Requirements Documentation (optional)		
UML Models (optional)		
XML Schema(s) (softcopy provided to specification manager)		
Pre-member initial version		
Member comments updates		
Public comment updates		
Use Cases		
Initial use case		
Revised use case		
Finalized use case		
Sample Instance Documents		
Initial sample instance based on use case		
Finalized sample instance based on use case		
New codes for Data Elements/ Attributes (softcopy provided to Code Mgr)		

APPENDIX D

CODE OF CONDUCT

Trade associations are perfectly lawful organizations. However, since a trade association is, by definition, an organization of competitors, OpenTravel Alliance (OpenTravel) members must take precautions to ensure that we do not engage in activities which can be interpreted as violating anti-trust or other unfair competition laws. For any activity which is deemed to unreasonably restrain trade, OpenTravel, its members and individual representatives may be subject to severe legal penalties, regardless of our otherwise beneficial objectives. It is important to realize, therefore, that an action that may seem to make "good business sense" can injure competition and therefore be prohibited under the antitrust or unfair competition laws. To ensure that we conduct all meetings and gatherings in strict compliance with any such laws and agreements in any part of the world, the OpenTravel Code of Conduct is to be distributed and/or read aloud at all such gatherings.

There shall be no discussion of rates, fares, surcharges, conditions, terms or prices of services, allocating or sharing of customers, or refusing to deal with a particular supplier or class of suppliers. Neither serious nor flippant remarks about such subjects will be permitted. OpenTravel shall not issue recommendations about any of the above subjects or distribute to its members any publication concerning such matters. No discussions that directly or indirectly fix purchase or selling prices may take place. There shall be no discussions of members, marketing, pricing or service plans. All OpenTravel related meetings shall be conducted in accordance with a previously prepared and distributed agenda. If you are uncomfortable about the direction that you believe a discussion is heading, you should say so promptly. Members may have varying views about issues that OpenTravel deals with. They are encouraged to express themselves in OpenTravel activities.

APPENDIX E

OPENTRAVEL BYLAWS

OFFICES

Registered Office

The initial registered office of the Corporation shall be in Wilmington, Delaware, and the initial registered agent in charge thereof shall be Corporation Trust Center.

Other Offices

The Corporation may also have offices at such other places, both within and without the State of Delaware, as the Board of Directors may from time to time determine or as may be necessary or useful in connection with the business of the Corporation.

MEMBERS; MEETINGS OF MEMBERS

- (a) The Corporation shall have such members as shall duly become members in accordance with the qualifications described herein.
- (b) Only companies that provide services in the travel industry and travel industry associations are eligible to become members of the Corporation.
- (c) The Corporation's members shall be those entities that have become parties to a separate Membership Agreement initially in the form attached hereto as Exhibit A and as hereafter amended in accordance with its terms (the "Membership Agreement"), by executing and delivering a Membership Confirmation in the form attached thereto, and whose membership has not terminated pursuant to the terms of the Membership Agreement.
- (d) Upon executing the Membership Agreement, each member of the Corporation shall identify itself as belonging to one of the following classes of members: Air Carrier Members, Hotel Company Members, Non Supplier Members, Rental Car Company Members, Other Supplier Members or any class of members created in accordance with Section 2.1(e). The following classes of members are defined in Section 16 below: Air Carrier Members, Hotel Company Members, Non Supplier Members, Other Supplier Members and Rental Car Company Members. If an entity that proposes to become a member of the Corporation would qualify for membership in multiple classes, then the entity shall designate which class it shall be a member of upon executing the Membership Agreement. Unless otherwise determined by action of the Board of Directors, the selection among Affiliated entities of an entity to become a member of the Corporation and the designation of such member's membership class, as established upon execution of the Membership Agreement, shall be dispositive and binding on all parties. Any dispute concerning the membership classification of any member of the Corporation shall be resolved by action of the Board of Directors, which action shall be dispositive and binding on all parties.
- (e) From time to time, in order to facilitate assistance from or relationship with organizations that will facilitate the work and goals of the OpenTravel,

- individuals or entities that are not OpenTravel Members may be invited to participate in OpenTravel sanctioned committees or groups on terms that may vary from the Membership Rules and such persons or entities will be known as "Allied Members." An Allied Member will be allowed to participate in OpenTravel activities at the discretion of the OpenTravel Board of Directors. An Allied Member has limited rights within the OpenTravel as found in the specific Allied Agreement.
- (f) In addition to the classes of membership specified in subsection (d) above, the Board of Directors in its discretion may create new classes of membership by resolution. Any resolutions creating a new membership class shall specify the requirements for membership in such class by including a definition of members of such class. The creation of a new class of membership shall require the affirmative vote of at least eight members of the Board of Directors in favor of the creation of such new class.

Place of Meetings

All meetings of the members shall be held at such place as may be fixed from time to time by the Board of Directors, or the Chairperson.

Annual Meetings

The Corporation shall hold annual meetings of members, commencing with the fiscal year 2000, at such time as shall be designated from time to time by the Board of Directors, for purposes as may be stated in the notice of the meeting and to transact such other business as may properly be brought before the meeting.

Special Meetings

Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Board of Directors or the Chairperson.

Notice of Meetings

Notice of any meeting of members, stating the place, date and hour of the meeting, and (if it is a special meeting) the purpose or purposes for which the meeting is called, shall be given to each member not less than 30 nor more than 60 days before the date of the meeting (except to the extent that such notice is waived or is not required as provided in the General Corporation Law of the State of Delaware (the "Delaware General Corporation Law") or these bylaws). Such notice shall be given in accordance with, and shall be deemed effective as set forth in, the Delaware General Corporation Law.

Waivers of Notice

Whenever the giving of any notice is required by statute, the Certificate of Incorporation or these bylaws, a waiver thereof, in writing and delivered to the Corporation, signed by the person or persons entitled to said notice, whether

before or after the event as to which such notice is required, shall be deemed equivalent to notice. Attendance of a member at a meeting shall constitute a waiver of notice (1) of such meeting, except when the member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (2) (if it is a special meeting) of consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the member objects to considering the matter at the beginning of the meeting.

Business at Special Meetings

Business transacted at any special meeting of members shall be limited to the purposes stated in the notice (except to the extent that such notice is waived or is not required as provided in the Delaware General Corporation Law or these bylaws).

List of Members

At least ten days before each meeting of members, the officer who has charge of the record of members of the Corporation shall make a list of all members entitled to vote at the meeting, arranged in alphabetical order and showing the address of each member. Such list shall be open to the examination of any member for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place in the city where the meeting is to be held, which place is to be specified in the notice of the meeting, or at the place where the meeting is to be held. Such list shall also, for the duration of the meeting, be produced and kept open to the examination of any member who is present at the time and place of the meeting.

Quorum at Meetings

Members may take action on a matter at a meeting only if a quorum exists with respect to that matter. Except as otherwise provided by statute or by the Certificate of Incorporation, a majority of the existing members entitled to vote at the meeting, and who are present in person or represented by proxy, shall constitute a quorum at all meetings of members for the transaction of business. Where a separate vote by a class of members is required, a majority of the members of such class, present in person or represented by proxy, shall constitute a quorum entitled to take action with respect to that vote on that matter. Once a member is represented for any purpose at a meeting (other than solely to object (1) to holding the meeting or transacting business at the meeting, or (2) (if it is a special meeting) to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice), it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or must be set for the adjourned meeting. A majority of the members represented at a meeting, whether or not a quorum is present, may adjourn such meeting from time to time.

Voting and Proxies

Unless otherwise provided in the Delaware General Corporation Law or in the Corporation's Certificate of Incorporation, and subject to the other provisions of these bylaws, each member shall be entitled to one vote on each matter properly considered by the members, whether such votes are represented in person or by proxy; provided, however, that notwithstanding the foregoing, directors shall be elected as provided in Section 3.3 below; provided further, however, that no member may hold another member's proxy. No proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A duly executed appointment of proxy shall be irrevocable if the appointment form states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power.

Record Date

In order that the Corporation may determine the members entitled to notice of or to vote at any meeting of members (or to take any other action), the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and shall not be less than 30 nor more than 60 days before the meeting or action requiring a determination of members. In order that the Corporation may identify the members entitled to consent to corporate action without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and shall not be more than ten days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. A determination of members of record entitled to notice of or to vote at a meeting of members shall apply to any adjournment of the meeting, unless the Board of Directors fixes a new record date. If no record date is fixed by the Board of Directors, the record date shall be at the close of business on the day next preceding the day on which notice is given, or if notice is not required or is waived, at the close of business on the day next preceding the day on which the meeting is held or such other action is taken, except that (if no record date is established by the Board of Directors) the record date for determining members entitled to consent to corporate action without a meeting is the first date on which a member delivers a signed written consent to the Corporation for inclusion in the minute book.

Required Vote

If a quorum exists, action on a matter (other than the election of directors) is approved upon the vote of at least (i) a majority of the members of the Corporation who are present and voting and (ii) majorities of the members of each membership class (as such terms are defined in Section 16 below) who are present and voting, unless the Certificate of Incorporation or the Delaware General Corporation Law requires a greater number of affirmative votes (in which case such different requirement shall apply).

Action without a Meeting

Any action required or permitted to be taken at a members' meeting may be taken without a meeting, without prior notice and without a vote if the action is taken by members who would be entitled to vote at a meeting and who hold voting power sufficient to cast not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all members entitled to vote were present and voted. The action must be evidenced by one or more written consents describing the action taken, signed by the members entitled to take action without a meeting, and delivered to the Corporation for inclusion in the minute book. No consent shall be effective to take the corporate action specified unless the number of consents required to take such action are delivered to the Corporation within sixty days of the delivery of the earliest-dated consent. All members entitled to vote on the record date of such written consent who do not participate in taking the action shall be given prompt written notice thereof in accordance with the Delaware General Corporation Law.

DIRECTORS

Powers; Number

The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things, subject to any limitation set forth in the Certificate of Incorporation, these bylaws, the Membership Agreement or other agreements among members which are otherwise lawful. The Board of Directors of the Corporation shall consist of 13 directors.

Responsibilities

The Board of Directors shall provide the leadership to encourage the development of recommended specifications for electronic commerce communication protocols for the travel industry and, in doing so, shall:

- (a) establish such procedures as it deems appropriate for the efficient operation of the industry working groups, project teams and the Interoperability Committee (as described below);
- (b) establish the responsibilities of the chairs of the industry working groups and the Interoperability Committee;
- (c) resolve any disputes between working groups;
- (d) organize Corporation events, such as Advisory Forum meetings;
- (e) provide for the administration of Corporation activities which, if the Board of Directors chooses, it can use third parties to perform;
- (f) establish reasonable meeting fees and annual dues requirements;
- (g) ensure the integrity and the long-term viability of the Corporation's recommended specifications and the process to develop those specifications; and
- (h) do such other things as are reasonable and appropriate to advance the purposes of the Corporation.

Election Procedures

Prior to the qualification of each elected candidate to the Board of Directors, such candidate may be asked to provide a written certification to the Corporation identifying all members of the Corporation of which such candidate is an officer, director, employee or consultant. No person shall be eligible to be a director of the Corporation who is an employee or officer of any Entity one of whose other employees or officers is a director or has been elected to be a director of the Corporation. In the event an Affiliate relationship exists between Entities, no more than two directors shall be elected to the Board of Directors from within this Affiliate relationship, and the affiliated Directors must represent different industry verticals. Such person to become a director shall be selected by agreement among such candidates or, if they cannot agree, the candidate receiving the largest number of votes shall become a director. At the time of casting any votes for director, each member of the Corporation shall provide written certification to the Corporation, which may be included in such member's proxy, that it is not an Affiliate of any other member of the Corporation, excepting any member specifically identified as an Affiliate in such certificate.

Nomination and Election of Directors

- (a) The Board of Directors shall nominate candidates to stand for election as directors; other candidates also may be nominated by members, provided such other nomination(s) are submitted in writing to the Secretary of the Corporation or Executive Director no later than 30 days prior to the election scheduled by the board of directors, together with the identity of the nominator.
- (b) Those members of the Corporation that are Air Carrier Members, voting as a single class, shall be entitled to elect two directors at each election of directors. Those members of the Corporation that are Hotel Company Members, voting together as a single class, shall be entitled to elect three directors at each election of directors. Those members of the Corporation that are Rental Car Company Members, voting as a single class, shall be entitled to elect two directors at each election of directors. Those members of the Corporation that are neither Air Carrier Members, nor Hotel Company Members nor Rental Car Company Members, but are Other Supplier Members, voting as a single class, shall be entitled to elect one director at each election of directors. Those members of the corporation that are Non-Supplier Members, voting together as a single class, shall be entitled to elect four directors at each election of directors. All members of the Corporation may vote for the Non-US Board representative, which could be either a supplier or a non-supplier member. When voting as a single class in the election of directors, each member shall be entitled to cast as many votes as there are directors for whom its class is voting, but there shall be no cumulative voting. Those nominees receiving the greatest number of votes, up to the maximum number to be elected by each class, shall be elected to the Board of Directors.
- (c) Each director elected shall hold office until such director's successor is elected or appointed and qualified or until the director's earlier resignation or removal. There shall be no limit on the number of terms that a director may serve.

Vacancies and Removal

- (a) Vacancies resulting from the death, resignation or removal of a director, and newly created directorships resulting from any increase in the authorized number of directors, may be filled by vote of a majority of all of the directors then in office. Such directors shall elect a replacement director who is an officer or employee of the same member of which the departing director was an officer or employee or, if a suitable replacement from the same member is not available, from another member in from the same membership class. In either event, the selected replacement director shall sit as a director until the next election, then shall run for election if the replacement director would like to remain on the board of directors. In the event that one or more directors resign from the Board of Directors, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each director so chosen shall hold office until the next election of directors, and until such director's successor is elected and qualified, or until the director's earlier resignation or removal.
- (b) A director may be removed for cause, if all other members of the Board of Directors vote for such removal. A director may be removed, with or without cause, upon a vote of a majority of all of the members belonging to the class, which elected such director.

Meetings

Regular Meetings

Regular meetings of the Board of Directors may be held upon at least ten days' written notice to all Directors at such times and at such places as shall from time to time be determined by the Board of Directors. To the extent permitted under the Delaware General Corporation Law, notice may be provided by overnight letter, facsimile, or electronic mail.

Special Meetings

Special meetings of the Board of Directors may be called by the Chairperson upon the written request of six Directors on not less than three business days notice to each director. The notice need not describe the purpose of a special meeting. To the extent permitted under the Delaware General Corporation Law, notice may be provided by overnight letter, facsimile, or electronic mail.

Telephone Meetings

Members of the Board of Directors may participate in a meeting of the Board of Directors by any communication by means of which all participating directors can simultaneously hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting.

Action without Meeting

Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if the action is taken by all members of the Board of Directors. The action must be evidenced by one or

more written consents describing the action taken, signed by each director, and delivered to the Corporation for inclusion in the minute book.

Waiver of Notice of Meeting

A director may waive any notice required by statute, the Certificate of Incorporation or these bylaws before or after the date and time stated in the notice. Except as set forth below, the waiver must be in writing, signed by the director entitled to the notice, and delivered to the Corporation for inclusion in the minute book. Notwithstanding the foregoing, a director's attendance at or participation in a meeting waives any required notice to the director of the meeting unless the director at the beginning of the meeting objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Quorum and Vote at Meetings

At all meetings of the Board of Directors, a quorum of the Board of Directors consists of a majority of the total number of directors prescribed pursuant to Section 3.1 of these bylaws (or, if no number is prescribed, the number in office immediately before the meeting begins). The vote of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the Certificate of Incorporation or by these bylaws.

Committees of Directors

The Board of Directors may by resolution create one or more committees and appoint members of the Board of Directors to serve on the committees at the pleasure of the Board of Directors. To the extent specified in a resolution adopted by the Board of Directors, each committee may exercise the full authority of the Board of Directors, except as limited by Section 141 (or any successor section) of the Delaware General Corporation Law. All provisions of the Delaware General Corporation Law and these bylaws relating to meetings, action without meetings, notice (and waiver thereof), and quorum and voting requirements of the Board of Directors apply, as well, to such committees and their members.

Compensation of Directors

Directors shall serve without salary or compensation for ordinary and reasonable expenses for their services. The Board of Directors shall have the authority, to be exercised in its sole discretion, to contract for and to pay to any Director rendering unusual or exceptional services to the Corporation special compensation appropriate to the value of those services. It shall also have the power to compensate any Director that serves the Corporation in any other capacity. The Board of Directors may reimburse Directors for the extraordinary expenses that they incur while performing their duties as Directors.

Observance at Board Meetings

The Board of Directors may grant industry associations observer status at meetings of the Board of Directors, but an association granted such status shall not have the right to vote at such meetings. Trade associations that are otherwise eligible to become Other Industry Participant Members may become members of the Corporation. The representative of a trade association that is a member may be elected to the Board and have voting rights.

OFFICERS

Positions; Election

The officers of the Corporation shall be a Chairperson, Vice Chairperson, and a Treasurer, and such other officers as the Board of Directors (or an officer authorized by the Board of Directors) from time to time may appoint, including one or more, Executive Vice Presidents, Vice Presidents, a Secretary, Assistant Secretaries and Assistant Treasurers. The Board of Directors shall elect annually a member of the Board of Directors to serve as Chairperson. Election of the Chairperson shall require at least seven votes. Each officer must be a Director of the Corporation. The Board of Directors shall elect officers at the end of its meeting following the annual meeting of members of the Corporation. Each officer shall be elected for an annual term, unless the Board of Directors specifies otherwise, and shall exercise such powers and perform such duties as shall be set forth below and such other powers and duties as from time to time may be specified by the Board of Directors or by any officer(s) authorized by the Board of Directors to prescribe the duties of such other officers. The same person may hold any number of offices, except that in no event shall the President and the Secretary be the same person. Each officer may execute bonds, mortgages and other documents under the seal of the Corporation, except where required or permitted by law to be otherwise executed and except where the execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Chairperson

The Chairperson shall have overall responsibility and authority for management of the operations of the Corporation (subject to the authority of the Board of Directors) and (when present) preside at all meetings of the Board of Directors and members, and shall ensure that all orders and resolutions of the Board of Directors and members are carried into effect. The Chairperson may execute bonds, mortgages and other contracts, under the seal of the Corporation, if required, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Vice Chairperson

The Vice Chairperson shall, in the absence of the Chairperson or in the event of the Chairperson's inability or refusal to act, perform the duties and exercise the powers of the Chairperson.

Secretary

The Secretary shall have responsibility for preparation of minutes of meetings of the Board of Directors and of the members and for authenticating records of the Corporation. The Secretary shall give, or cause to be given, notice of all meetings of the members and special meetings of the Board of Directors. The Secretary or an Assistant Secretary may also attest all instruments signed by any other officer of the Corporation.

Assistant Secretary

The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors (or if there shall have been no such determination, then in the order of their election), shall, in the absence of the Secretary or in the event of the Secretary's inability or refusal to act, perform the duties and exercise the powers of the Secretary.

Treasurer

The Treasurer shall be the chief financial officer of the Corporation and shall have responsibility for the custody of the corporate funds, property and securities and shall see to it that full and accurate accounts of receipts and disbursements are kept in books belonging to the Corporation. The Treasurer shall deposit all funds and valuable assets of the Corporation in the name and to the credit of the Corporation in such banks or depositories as the Board of Directors may designate. The Treasurer shall disburse the funds of the Corporation in the manner as the Board of Directors may designate. The Treasurer shall render to the Chairperson, the Executive Director and the Board of Directors, upon request, an account of all financial transactions and of the financial condition of the Corporation. The Treasurer shall order the books audited by a certified public accountant as the Board may direct him or her, and shall report such audits to the board. He or she shall at all reasonable times exhibit his or her books and accounts to any member, officer or Director of the Corporation. The Treasurer shall give bond for the faithful discharge of his or her duties in such manner as the board may require. The Corporation shall pay for such bond. The Treasurer shall perform all duties incident to the office of Treasurer subject to the control of the Board of Directors, and shall perform such other duties as the Board of Directors may assign to him or her. The Treasurer may assign certain duties to the Executive Director, and shall inform the Board of Directors of any such assignment. The Board of Directors can modify or disapprove such assignment.

Assistant Treasurer

The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors (or if there shall have been no such determination, then in the order of their election), shall, in the absence of the Treasurer or in the event of the Treasurer's inability or refusal to act, perform the duties and exercise the powers of the Treasurer.

Term of Office

The officers of the Corporation shall hold office until their successors are chosen and qualify or until their earlier resignation or removal. Any officer may resign at any time upon written notice to the Corporation. Any officer elected or appointed

by the Board of Directors may be removed at any time, with or without cause, by the affirmative vote of a majority of the Directors then in office.

Vacancies

Any vacancy of an officer arising from any cause shall be filled within 90 days by a vote of a majority of the Directors then in office.

Compensation

The Board of Directors shall establish the salaries, if any, of officers and the fact that an officer is also a Director of the Corporation shall not preclude him or her from receiving a salary for services rendered as an officer.

Fidelity Bonds

The Corporation may secure the fidelity of any or all of its officers or agents by bond or otherwise. The Corporation shall pay for any such bonds.

Other Employment

Any officer or employee of the Corporation may be an employee of a member.

EXECUTIVE DIRECTOR AND SPECIFICATIONS MANAGER(S)

Executive Director

The Board of Directors shall designate an Executive Director who shall be responsible for such administrative duties as the board assigns to him or her. The Executive Director can be an employee of a firm that provides such services or such a firm.

Specifications Manager(s)

The Board of Directors shall designate a specification Manager(s) who shall be responsible for facilitating the development of a sound technical specification. The specifications Manager(s) can be an employee of a firm that provides such services or such a firm.

LIMITATIONS ON ACTIVITIES OF THE CORPORATION

Endorsements

The Corporation shall not endorse the use of any service or product. Notwithstanding the foregoing prohibition, the Corporation may identify in its recommended specifications or other materials applications that users may wish to consider using if they choose to use a specification recommended by the Corporation.

Testing

The Corporation shall not test any service or product to determine if it conforms to the Corporation's recommended specifications, or otherwise evaluate the usefulness of any service or product that uses or seeks to use the Corporation's recommended specifications.

Requiring the Use of Specifications

The Corporation shall not require members or their Affiliates to use the Corporation's recommended specifications. Members shall decide individually whether to use a specification recommended by the Corporation.

Unreasonable Denial of Data Elements

The Corporation shall not unreasonably deny any data element submitted in accordance with the terms of these bylaws.

INDUSTRY WORKING GROUPS AND PROJECT TEAMS

Responsibility

Working groups and project teams shall develop proposed data elements applicable to the industry segments for which they are responsible.

Representation

- (a) Any member may participate in any working group or project team activity.
- (b) Voting representation and membership on a working group shall be limited to members from that industry segment or those industry segments for which the working group is responsible. A member shall only be represented on and a voting member of one working group. The Board shall resolve questions about which working group a member shall participate in as a voting member.
- (c) Each member shall have only one vote on a working group.
- (d) Any member may participate in any project team at any time.
- (e) Working groups and project teams shall follow a formal agenda and facilitated meeting structure and process, to assure procedural fairness and efficient conduct of meetings.
- (f) Each working group and project team shall establish and document its own meeting quorum requirements.

Designation

There shall be a Transport Working Group, a Hospitality Working Group, a Travel Integration Working Group, an Architecture Working Group and such additional working groups as the Board of Directors deems appropriate to establish. To the extent practicable, each such additional working group shall be composed of representatives from the same industry segment.

Election of Chair and Co-Chair

Each working group shall annually elect, from among its voting members, a chair and a co-chair.

Proposals

- (a) Project teams shall submit proposals as business needs arise, and submit the proposal to the appropriate working group.
- (b) When a majority of the voting members of a working group agrees to a proposal, it shall submit that proposal and an explanation of the proposal to the Interoperability Committee.
- (c) Each working group shall review the proposed specification(s) that the Interoperability Committee prepares, as described in Section 8.5.1, and shall provide its comments about the proposed specification(s) to the Interoperability Committee.

Voting

Unless otherwise indicated in these bylaws, votes at any meeting of a working group shall require a majority of a quorum present.

INTEROPERABILITY COMMITTEE

Responsibility

- (a) The Interoperability Committee shall establish the priorities, and coordinated and integrate the recommendations of, working groups into a proposed Corporation recommended specification and subsequent revisions. It shall also develop common data elements that can be applicable to all travel industry transactions.
- (b) The Interoperability Committee shall review and approve or disapprove draft recommended specifications and revisions developed according to the procedures described in these bylaws.

Membership

- (a) Each working group shall appoint representatives to serve on the Interoperability Committee.
- (b) The Board of Directors, at its sole discretion, may create up to two additional seats on the Interoperability Committee. The Board of Directors may or may not appoint a member to fill such seat(s) and the term for such seat(s) may not exceed 12 months. Creation of and appointment to fill such seat(s) shall occur for purposes of specifications integration.

Election of Chair and Co-Chair

The Interoperability Committee shall annually elect, from among its voting members, a chair and a co-chair.

Procedures

- (a) When a majority of the Interoperability Committee agrees to a proposed recommended specification, it shall forward that proposal to all working

groups for comment. The Committee can revise the proposal based upon the comments that it receives.

- (b) Upon the completion of the procedures described in Section 8.5.1, the Interoperability Committee shall present the proposed recommended specification to the Board of Directors for comment or approval.

Voting

Unless otherwise indicated in these bylaws, votes at any meeting of the Interoperability Committee shall require a majority of a quorum present. Unless otherwise indicated in these bylaws, a quorum shall consist of a majority of the members serving on the Interoperability Committee.

ADOPTION OF SPECIFICATIONS

- (a) The Board of Directors is responsible for making certain that proper procedures have been followed in developing the specifications and that the entire membership of the Corporation has had the opportunity to provide its views.
- (b) If comments result in significant resistance to the specification, the Board of Directors may opt to send the specification to the membership for a formal vote or return it to the Interoperability Committee with the pertinent comments for resolution.
- (c) After all comments have been resolved to the satisfaction of the Board of Directors, the Board of Directors shall approve a final form of the recommended specification.

DISSEMINATION OF SPECIFICATIONS

- (a) The Corporation shall take such steps as are appropriate to disseminate to the public the recommended specifications that it develops.
- (b) The Board of Directors, consistent with the objective of making recommended specifications available as widely as possible, may protect the intellectual property rights of such specifications.

ADVISORY FORUM

- (a) The Corporation shall hold an Advisory Forum at least once per year. Members and non-members shall be entitled to attend the Advisory Forum. Any participant at the Advisory Forum can recommend the creation or modification of a specification or changing the specification development process.
- (b) Written submissions, electronic submissions, or meetings, or any combination of the foregoing, may be used to enable interested persons to submit, describe, and advocate the adoption of their proposals.
- (c) The Interoperability Committee shall review and adopt or decline to adopt the recommendations that are made at the Advisory Forum. The Interoperability Committee may appoint a review panel or panels to assist in evaluating such submissions, or it may forward such submission to the appropriate working group for evaluation and processing through the procedures described in Sections 9 and 10.

ANNUAL REPORT

The Board of Directors may provide to members an annual report of the Corporation's Activities during the previous calendar year in printed form or during a verbal presentation at the annual Advisory Forum.

INSURANCE

The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation (or is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise) against liability asserted against or incurred by such person in such capacity or arising from such person's status as such (whether or not the Corporation would have the power to indemnify such person against the same liability).

GENERAL PROVISIONS

Inspection of Books and Records

Any member, in person or by attorney or other agent, shall, upon written demand under oath stating the purpose thereof, have the right during the usual hours for business to inspect for any proper purpose the Corporation's record of members and its other books and records, and to make copies or extracts therefrom. A proper purpose shall mean a purpose reasonably related to such person's interest as a member. In every instance where an attorney or other agent shall be the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing which authorizes the attorney or other agent to so act on behalf of the member. The demand under oath shall be directed to the Corporation at its registered office or at its principal place of business.

Execution of Instruments

All checks, drafts or other orders for the payment of money, and promissory notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Fiscal Year

The fiscal year of the Corporation shall begin on July 1 of each year and end on June 30 of the next year, except for the Corporation's first year, which shall begin on the date of the Corporation's incorporation and end on the following June 30. The beginning and end of the fiscal year of the Corporation may be changed by resolution of the Board of Directors.

Seal

The corporate seal shall be in such form as the Board of Directors shall approve. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced.

Use of Electronic Communication

Consistent with the purposes for which the Corporation has been formed, the Corporation and its officers and directors shall use, to the maximum extent practicable and permitted by law, electronic communications in the operations of the Corporation. Insofar as applicable law (as in effect at the time any such communication is made) recognizes and gives effect to e-mail as a means for giving and receiving formal notices, demands, requests and other communications between contract parties, such communications may be made by e-mail and may, where applicable, direct the recipient's attention to material available to the recipient and posted at an Internet web site (if any) maintained by the Corporation. Any communication made in such manner shall be deemed effective when accessed by the recipient, with a printed e-mail receipt constituting conclusive (but not exclusive) evidence of its receipt and effectiveness.

AMENDMENT

Except as otherwise provided by applicable law, these bylaws may be amended by vote of at least nine members of the Board of Directors of the Corporation

DEFINITIONS

For purposes of these bylaws, the following terms shall have the following meanings:

- (a) The term "Entity" shall mean any company, corporation, partnership, individual or other legally or industry recognized entity.
- (b) The term "Affiliate" shall mean, with respect to any Entity, any other Entity which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Entity. Any dispute concerning the existence of an Affiliate relationship between a member and any other entity shall be determined by the directors of the Corporation (excepting any director employed by or otherwise associated with any member (or any Affiliate of any member) affected by such determination), and such determination by the directors of the Corporation shall be conclusive and binding on all parties.
- (c) The term "Air Carrier Member" shall mean a member whose primary activity in the travel industry is the direct provision of air transportation services.
- (d) The term "control" (including, with correlative meanings, "controlled by" and "under common control with") shall mean, with respect to any entity, possession, directly or indirectly, of power to direct or cause the direction of management or policies of such entity, whether through ownership of more than fifty percent (50%) of the voting securities, voting partnership interests, or other voting ownership interests in such entity, by contract, or otherwise.
- (e) The term "Hotel Company Member" shall mean a member whose primary activity in the travel industry is the provision of hotel or resort accommodations.

- (f) The term "Non Supplier Member" shall mean a member whose primary activity in the travel industry is to provide services to travelers and travel suppliers and that does not belong to any other membership class established under or in accordance with these bylaws. The term "Non-US Member" shall mean a member whose primary residence and work addresses are outside the United States.
- (g) The term "Other Supplier Member" shall mean a member whose primary activity in the travel industry is the control of inventory other than hotel rooms, rental cars or airline seats. For voting purposes, Other Supplier Members shall be further classified into Hospitality or Transport categories.
- (h) The term "Rental Car Company Member" shall mean a member whose primary activity in the travel industry is the short-term rental of automobiles.

Amended December, 2007

APPENDIX F

LICENSE AGREEMENT

AUTHORIZATION TO USE SPECIFICATIONS AND DOCUMENTATION IMPORTANT: The OpenTravel© Alliance ("OpenTravel") Message Specifications ("Specifications"), whether in paper or electronic format, are made available subject to the terms stated below. Please read the following carefully as it constitutes a binding Agreement, based on mutual consideration, on you and your company as licensee ("You").

1. Documentation. OpenTravel provides the Specifications for voluntary use by individuals, partnerships, companies, corporations, organizations, and other entities at their own risk. The Specifications and any OpenTravel supplied supporting information, data, or software in whatever medium in connection with the Specifications are referred to collectively as the "Documentation."

2. License Granted.

2.1. OpenTravel retains all of its rights, including copyrights, in and to the Documentation. OpenTravel grants to You this non-exclusive license to use the Documentation, subject to the conditions stated below. All use by You of the Documentation, and any prior versions of the Documentation, is subject to this Agreement.

2.2. You may copy and download the Documentation, modify the Documentation solely to allow for implementation of Your individual or proprietary software products or services, bundle the Documentation with Your individual or proprietary software, and/or distribute and sublicense the Documentation for use in such bundled configurations.

2.3. You must reference, in a commercially reasonable location, that the OpenTravel Documentation is used in connection with Your applicable products or services, in part or in whole, whether modified or not, and subject to the terms of this Agreement. You may include truthful and accurate statements about Your relationship with OpenTravel or other use of the Documentation.

2.4. Under no circumstances may You change or modify the Specification itself, develop a new standard or specification from the Documentation, or state or imply that any of Your works, products, or services based on the Documentation are endorsed or approved by OpenTravel.

2.5. You must include the OpenTravel copyright notice in connection with any use of the Documentation. Any uses of the OpenTravel name and trademarks are subject to the terms of this Agreement and to prior review and approval by OpenTravel.

2.6. Nothing in this Agreement shall be interpreted as conferring on You or any other party any other interest in or right or title to the Documentation. Nothing in this Agreement shall be interpreted as in any way reducing or limiting OpenTravel's right, title, and interest in the Documentation.

3. NO WARRANTIES; LIMITATIONS ON LIABILITY

3.1. ANY DOCUMENTATION PROVIDED PURSUANT TO THIS NON-EXCLUSIVE AGREEMENT IS PROVIDED "AS IS" AND NEITHER OPENTRAVEL NOR ANY PERSON OR ENTITY THAT HAS CONTRIBUTED TO THE CREATION, REVISION, OR MAINTENANCE OF THE DOCUMENTATION MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. OPENTRAVEL AND EACH PERSON AND ENTITY THAT HAS CONTRIBUTED TO THE CREATION, REVISION, OR MAINTENANCE OF DOCUMENTATION HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF NON-INFRINGEMENT,

TITLE, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

3.2. TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, NEITHER OPENTRAVEL NOR ANY PERSON OR ENTITY THAT HAS CONTRIBUTED TO THE CREATION, REVISION, OR MAINTENANCE OF THE DOCUMENTATION SHALL BE RESPONSIBLE OR LIABLE TO YOU OR YOUR AFFILIATES WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR YOUR USE OF THE DOCUMENTATION UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR BUSINESS INTERRUPTION, EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) ANY AMOUNT OF DAMAGES UNDER ANY CAUSE OF ACTION IN EXCESS OF TEN DOLLARS. THE FOREGOING LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. You agree not to file a lawsuit, make a claim, or take any other formal or informal action against OpenTravel and YOU RELEASE ANY CLAIM (KNOWN OR UNKNOWN NOW EXISTING OR LATER ARISING) AGAINST OPENTRAVEL OR ANY PERSON OR ENTITY THAT HAS CONTRIBUTED TO THE CREATION, REVISION, OR MAINTENANCE OF THE DOCUMENTATION BASED UPON YOUR ACQUISITION, USE, DUPLICATION, DISTRIBUTION, OR EXPLOITATION OF THE DOCUMENTATION.

3.3. The foregoing liability limitations shall apply to and be for the benefit of OpenTravel, any person who has contributed to the creation, revision or maintenance of the documentation, and any member of the board of directors, officer, employee, independent contractor, agent, partner, or joint venturer of OpenTravel or such person.

4. No Update Obligation. Nothing in this Agreement shall be interpreted as requiring OpenTravel to provide You with updates, revisions or information about any development or action affecting the Documentation.

5. Application to Successors and Assignees. This Agreement shall apply to the use of the Documentation by any of Your successors or assignees.

6. Term. The term of this Agreement shall continue, unless terminated by OpenTravel. OpenTravel may terminate this Agreement immediately upon Your breach of this Agreement and, upon such termination You will cease all use duplication, distribution, and/or exploitation of the Documentation in any manner. You agree that the terms of this Agreement shall amend and supercede any Agreement that You have previously entered with the OpenTravel regarding Documentation that You have downloaded.

7. Restricted Rights. Any Documentation that is used for or on behalf of the United States of America, its agencies and/or instrumentalities ("U.S. Government"), is provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is the OpenTravel™ Alliance.

8. Interpretation and Choice of Forum. The law of the Commonwealth of Virginia and any applicable Federal law shall govern this Agreement. Any disputes arising

from or relating to this Agreement shall be resolved in the courts of the Commonwealth of Virginia, including Federal courts. You consent to the jurisdiction of such courts and agree not to assert before such courts any objection to proceeding in such forum.

9. License to OpenTravel.

9.1. You hereby grant to OpenTravel and each OpenTravel Member Company (as defined by the OpenTravel Membership Agreement) and its Affiliates a non-exclusive, irrevocable, non-transferable, royalty-free, worldwide license under Your and Your company's Affiliates' Necessary Claims to make, have made, use, import, offer to sell, and otherwise distribute and dispose of Compliant Portions, with the right to sublicense to other Member Companies and their Affiliates.

9.2. The following terms shall have their indicated meaning:

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10. Acceptance. Your acceptance of this Agreement will be indicated by Your affirmative acquisition, use, duplication, distribution, or other exploitation of the Documentation. If You do not agree to these terms, please cease all use of the Documentation now.

11. Questions. Questions about the Agreement should be directed to the Executive Director at valyn.perini@opentravel.org.