

Home Gateway Initiative

STATUTES

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Abstract and Changes Since Version 1.6

This document contains the statutes of the Home Gateway Initiative (HGI) association. The current version includes the following changes:

- Update to Section 3 (Purpose)
- Update to Section 4.1 (Application Conditions)
- Minor corrections in Section 4.2
- Revision of Section 4.3 relating to contributions to external organisations
- Additional organisations named in 4.8.1 (copyright sublicense)
- Additional exceptions added in 4.8.2 (confidentiality)
- Clarifications made in 4.8.3 (agreement to negotiate IPR grant on FRAND terms)
- Clarification in 6.5
- Clarifications in 11.2
- Clarifications in 9.4
- Clarifications in 10.3

[End of abstract]

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Article 1 Name

The "Association **Home Gateway Initiative**" (hereinafter referred as "HGI") is constituted as an association under the terms of Articles 60 et seq. of the Swiss Code and these Statutes.

Article 2 Seat

The seat of HGI is in Geneva, Switzerland.

Article 3 Purpose

The purpose of HGI is to specify a range of cost effective, high capability multi-service systems in a timely manner, which provide communication tools for the residential and SOHO (Small Office Home Office) environment based on a gateway between access networks and service platforms on the network side, and networked devices and applications on the end-user side.

These goals are realized through the open, international collaboration of all interested parties, on reasonable terms, following the rules agreed within these Statutes. HGI will publish its results where appropriate and contribute the results of its activities where appropriate to formal standards bodies. The business of HGI shall not be conducted for the direct financial benefit of its Members but for the common benefit of consumers, manufacturers, network operators and service providers through expediting the development of related technology and standards.

- The Members understand that in certain lines of business they may be competitors and that it is imperative that they and their representatives act in a manner which does not violate any European and/or international antitrust laws and regulations.
- Without limiting the generality of the foregoing, the Members acknowledge that any discussions about sales levels, methods, channels of distribution, markets, marketing practices, credit terms, customers, volume of production, terms or conditions of sales, prices or profitability are prohibited.

Article 4 Membership

4.1 Application Conditions

Any corporation, individual firm, partnership, governmental body or international organization supporting the purpose of HGI may apply for Membership.

A Member also comprises any company which is a subsidiary (more than 50% owned or controlled by an HGI Member) or a holding company (owns or controls more than 50% of an HGI Member company) of that HGI Member. HGI does not restrict Membership on the basis of race, colour, sex, religion or national origin and in general without any discrimination.

The Members agree to respect all legal provisions and these Statutes concerning HGI.

The Members are not restricted in any way from designing, developing, marketing and/or procuring any technologies developed.

Members are **not** bound to implement or use specific technology standards, or recommendations by virtue of participation in HGI.

4.2 Voting Rights

The Members who have the right to vote are called Principal Members.

The Members who do not have a voting right are called Associate Members. Associate Membership is limited to Not for Profit Organisations (*e.g.* SDOs, Universities, State Organisations).

The Board of Directors may from time to time propose to the General Assembly the establishment of one or more additional classes of non-voting Members.

Votes are taken during the Annual Assembly to decide on the approval of the report made by the Board of Directors on financial and organization issues. The technical decisions are taken in the framework of the working procedures as described hereafter.

4.2.1 Rights and Obligations of the Principal Members

A Principal Member in good standing:

- is entitled to one (1) vote at the Annual Meeting and general meetings and to take part in any Technical Working Group Meeting and has the right to appeal to the Management Committee on a decision made within a Technical Committee.
- is entitled to access all working documents, working group meeting minutes, written contributions, and minutes of annual and general meetings of HGI, by electronic means.
- may be requested by the Board of Directors to provide qualified representatives to further the work of the Working Groups he has subscribed to.
- is committed to the fast progress of the work of HGI and to avoid any type of blocking behaviour.

4.2.2 Rights and Obligations of Associate Members

An Associate Member in good standing:

- has all rights and the obligations of Principal Members except that they have no voting right at the Annual meeting and no right of appeal to the Management Committee
- can apply for Principal Membership at any time, and if agreed according to the admission procedure described hereafter, will become a Principal Member solely by payment of the pro rata difference between the Membership fee for an Associate and for a Principal Member.

4.2.3 Rights and Obligations of Observers

The purpose of introducing the status of Observers is to promote membership in HGI by opening HGI Member Meetings to non-member companies on a limited basis.

Companies who are neither Principal nor Associate Members, may be invited, after prior information and the authorization of the Chairman of the Board of Directors or a person delegated to do so by the Chairman of the Board of Directors, to attend HGI General Meetings and any Technical Working Group Meetings, but as observers only.

The Board of Directors shall set conditions for observers to attend, such as requiring signature of an NDA and payment of a meeting fee.

Non-member companies that have previously participated in an HGI Member Meeting may only attend a subsequent HGI Meeting if the company becomes an HGI member with the appropriate membership fee having been received by the HGI prior to the designated meeting, or by invitation from or approval of the HGI Board of Directors.

Any materials or documents distributed and copies of the presentations made at HGI Member Meetings, regardless of the source, are available to HGI Members **only**, and shall not be provided to Observers, except by approval of the HGI Board of Directors.

4.3 Admission Procedure

Any Entity desiring to become a Member of HGI shall make written application to the HGI. Such application must contain a signed agreement to be bound by the Statutes. The Membership Application, in a form prescribed by the Board of Directors, shall be completed by a duly authorized representative of the applicant and submitted to the HGI.

The Management Committee recommends the approval or rejection of the application to the Board of Directors in accordance with the criteria defined by the Board of Directors. The criteria shall be objective and non-discriminatory. The basis for these criteria is the acceptance by the candidate of the present statutes and proven involvement in the progress of the goals of the HGI.

The final decision as to the admission rests with the Board of Directors after consultation with the Management Committee. Any successful applicant will be admitted upon payment of the requisite fee, and will subsequently be entitled to participate in the HGI and access any HGI material available to the class of membership to which the participant has applied.

4.4 Terms and Conditions

Membership is for one (1) calendar year at a time and is renewable on payment of fee without any new approval.

Membership fees are due in January of the respective calendar year (*i.e.* the middle of the HGI fiscal year).

The Membership fee for new members joining during the year drops to half the full amount after the 3rd plenary meeting in that year has been held.

4.5 Suspension, Exclusion and Expulsion

The Board of Directors can decide to suspend or expel a Member but shall state the cause. In particular, the Board of Directors may so act in the following cases:

- delay in or default of payment of fees
- violation of the Statutes, procedures or resolutions adopted by the Board of Directors

The Board of Directors shall not act in a discriminatory manner in suspending, excluding or expelling a Member.

Membership shall automatically cease in the case of bankruptcy, withdrawal or cessation of business or of such a change in the nature of business that criteria for Membership would no longer be complied with.

In case of delinquency of any Member relating to its payment of fees obligation, the Board of Directors can suspend such Member by written notice. The suspension shall be effective thirty (30) days after the date of the notification unless the default of payment has been cured during such period.

A suspended member will lose his access rights to the organisation's web-servers, email lists and shall not be allowed to participate in meetings or to vote.

Any Member shall automatically be excluded and expelled if their fees are not paid within ninety (90) days following the effective date of the suspension notice.

In the case of expulsion, the Member forfeits any fees paid during Membership.

The readmission of a Member expelled for non payment, is subject to their payment of all arrears in fees during the period they were a member and any other financial debts to HGI.

With reference to Article 4.4, an expelled member returning to HGI is not considered a new member.

4.6 *Resignation*

Resignations have to be notified in writing to the Board of Directors.

The resignation becomes effective as soon as the resigning Member has fully paid any outstanding amounts still due to the HGI. In the case of resignation, the Member forfeits any fees during Membership.

4.7 *Member in Good Standing*

A member in good standing is a member who has paid their membership fees in a timely manner, and who has neither resigned nor been expelled nor suspended.

4.8 *Intellectual Property Rights*

All patents, copyrights or other intellectual property owned or created by any Member shall remain the property of that Member. Such ownership shall not be affected in any way by the Member's participation in HGI, unless the Member specifically agrees to otherwise in writing according to the rules defined in these Statutes.

4.8.1 *Copyrights License*

The Members grant to HGI a worldwide, irrevocable, royalty-free, non exclusive copyright license to reproduce, modify, adapt, translate and/or create any derivative work, distribute, display, perform, including the right to sublicense those rights, to any contribution presented to HGI or its committees for incorporation into, and actually incorporated into a specification produced by HGI. Those rights are limited solely to the copyrights and solely for the purposes of developing, publishing and distributing any such specification produced by HGI. Those rights include the right by HGI to sublicense those copyrights to external standards organisations and fora for the publication of any specification incorporating in whole or in part an HGI specification, or proposed text produced by HGI and liaised to that organisation. This sublicense of copyrights only applies to the incorporated HGI specification elements and the liaised text.

4.8.2 *Licensing Commitment of Essential Patents*

Each Member shall use its reasonable endeavours to identify and inform HGI in a timely fashion of any of their Patents which are, or are likely to become, ESSENTIAL in respect of the published work of HGI. Sufficient detail should be provided to allow other Members to locate such Patents.

A Member submitting or advocating a technical proposal (in writing or orally) for an HGI Requirements Document shall draw the attention of HGI to any of that Member's Patent(s) that have already been granted at the time that Member makes such a proposal which might

be ESSENTIAL if that proposal is adopted. Where a Member does have their submitted or advocated proposal adopted in an HGI Requirements Document, they make the commitment to grant, under FRAND (Fair, Reasonable And Non Discriminatory) terms and conditions, licences to any third party for each of that Member's Essential Patent(s) related to that proposal and necessary to implement that HGI Requirements Document, irrespective of whether such Essential Patent(s) had been granted or declared at the time of that proposal.

This commitment by the Member persists while each such patent remains valid and does not expire with resignation by the Member from HGI nor with transfer or sale of the patent(s) to a third party. This commitment to license is subject to the reciprocal commitment by the prospective licensee to grant a license to that Member under FRAND conditions for any and all Essential Patents that the prospective licensee holds in published HGI specifications.

Essential Patents means Patents where it would be impossible, taking into account normal technical practice and the state of the art generally available at the time of approval of that HGI specification, to implement the specification without making use of or infringing the relevant patent or patents.

If a Member is, or becomes, aware that it owns Essential Patent(s) relating to a given HGI Requirements Document where it did NOT submit (directly or indirectly) or advocate the accepted technical proposal relating to those Patents, it is strongly encouraged to disclose details of those Patent(s) to the HGI, and at the same time must indicate whether or not it is prepared to grant licence(s) for those Patent(s) under the above reciprocal FRAND conditions. This should be done prior to the final HGI document review, but this encouragement remains in place following publication to cover the case where this Patent awareness is only gained after publication.

During the opening and closing session of each HGI meeting (including meetings held by audio conference), Members will be asked to notify the HGI Chairman of all potentially Essential Patents that their company may own relating to any contributions made by themselves or other Members scheduled and/or presented at that meeting.

The HGI may contribute published or in-progress work to external fora and standards organizations. As long as these organizations also operate under a FRAND IPR Policy, the same (above) FRAND obligations apply to the Member in respect of work published by those external fora and standards organizations resulting from HGI contributions by that member, as if the HGI had published the work itself. If the body receiving the HGI work does NOT operate a FRAND IPR policy, then the HGI Member has no licensing obligations with regard to the published work of that receiving body resulting from the HGI input.

No part of this Section implies an obligation on Members to conduct an exhaustive search of their patents.

Article 5

HGI Bodies

5.1 *The bodies of HGI are:*

- the General Assembly
- the Management Committee
- the Board of Directors, including Officers
- Advisory Groups and Working (Technical, Business and Marketing) Groups

Article 6

General Assembly

6.1 *Organization*

The General Assembly is formed by the Principal Members. It is the supreme body of HGI which take decisions on statutory and financial matters.

Associate Members and others member classes (if any) may attend the General Assembly as observers but have no voting rights.

6.2 *Meetings*

6.2.1 *Annual Meeting*

The Annual Meeting at the direction of the Board of Directors shall be on such date and time and at such place as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting.

6.2.2 *General Meeting*

A General Meeting may be held anywhere in the world decided by the Board of Directors.

The Board of Directors shall call an extraordinary General Meeting within thirty (30) days of the receipt of a written request setting forth the proposed agenda and signed by at least twenty percent (20 %) of the Principal Members.

6.3 *Notice*

Written notice of the time and place and purpose of any Annual or General Meeting shall be given to each Member of HGI who on the record date of notice is permitted to attend such meeting at least thirty (30) days, but no more than ninety (90) days, prior to the scheduled date for the meeting. The written notice of a meeting will include the proposed agenda. All notices shall be given at the address on file with HGI either personally, or by fax, electronic mail or by first class, registered or certified mail.

6.4 *Quorum*

Thirty percent (30%) or more of the Principal Members, excluding proxies, shall be necessary for the establishment of the quorum for Annual or General Meetings.

If such quorum is not met at any meeting, a majority of the Principal Members present in person or by proxy, shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting of the time and place to which the meeting is adjourned.

6.5 *Decisions*

A fifty percent plus one (50% plus 1) or more vote of the Principal Members in good standing present or represented by proxies is required to pass a resolution of the Members in the following cases:

- approval of the audited accounts
- election of the Directors to the Board of Directors
- appointment of the Auditors
- approval of the minutes of the previous meeting

A two-third (2/3) or more vote of the Principal Members in good standing present or represented by proxies is required to pass a resolution of the Members in the following cases:

- approval of the budget and the annual fees
- revision of these Statutes
- removal of a Director from the Board of Directors
- indemnification pursuant to Article 13 of these Statutes
- winding up of HGI

6.6 Proxies

At all meetings of HGI any Principal Member shall be entitled to vote either in person or by a duly accredited proxy. A proxy shall not be valid for more than the meeting for which it is intended to be used or any adjournment thereof. No Principal Member shall hold more than two (2) proxies.

Article 7 Board of Directors

7.1 Organization

The Association shall be managed by a Board of Directors which shall have three (3) Members for the foundation act of HGI only and an uneven number of no less than five (5) and no more than eleven (11) thereafter. Board Members are elected by the General Assembly, upon proposals made by the Management Committee.

The Officers (Chairman, Vice-Chairman, Treasury and Secretary) are chosen by and among the Board of Directors.

Directors shall receive no salary for their services to HGI.

7.2 Candidates

Director Candidates are proposed to the General Assembly by the Management Committee. The Directors are selected from among the Principal Members' employees.

No Member shall have more than one of its employees appointed as a Director at any one time.

7.3 Term

The Directors shall serve terms of two (2) years.

A Director should usually not serve more than two (2) consecutive full terms of office. However, subsequent terms shall be allowed, if the Board decides this is in the best interests of the HGI for reasons of continuity and historical knowledge.

After each two year term, new Board members will be encouraged to apply.

7.4 Removal

Directors may be removed in the following cases:

- by the Board of Directors, if a Director is deemed to be of unsound mind or convicted of a felony

- by the Board of Directors, if a Director has failed to attend 3 consecutive Board meetings and did not provide reasonable justification
- by decision of the General Assembly with a two-third (2/3) majority vote

7.5 Vacancies

Any vacancy in the Board of Directors should be filled until the next meeting by decision of the Board of Directors on a simple majority of the Directors present at any meeting of the Board of Directors.

The Member whose employee is chosen for filling the vacancy shall not already be represented on the Board of Directors, and has to be confirmed as a Director by the subsequent General Assembly in order to continue.

7.6 Meetings

Meetings of the Board of Directors may be held anywhere in the world.

The Chairman shall determine the regular meetings' time, place and the intervals between these meetings.

Special meetings can be called by the Chairman on at least fourteen (14) days notice prior to the meeting; the notice shall contain the date, time and place of the meeting and shall be sent personally, by mail or electronic transmission, with acknowledgement of receipt.

Special meetings shall be called the same way on written request or request via email sent to the HGI secretariat at contact@homegatewayinitiative.org of one-third (1/3) of the Directors.

Board of Directors Meetings may be held through teleconference or other electronic communication means. There shall be at least 3 face-face Board of Directors meetings per year.

7.7 Quorum and Majority

At any duly called meeting, any transaction of business is possible as soon as a simple majority of all the Members of the Board is present and remains present.

Decisions other than sanctions against Members are taken on a simple majority vote of the Directors present.

Sanctions against Members, including removal, are taken on a two-third (2/3) majority vote of the Directors present.

The Chairman shall cast the deciding vote in the case of a tie.

7.8 Powers

The Board of Directors is the legal entity which represents HGI, and has the following powers and responsibilities:

- interprets and administers these Statutes, other documents and agreements related to HGI
- supervises the good execution of these Statutes
- manages the properties and business of HGI
- proposes the budget to the Members

- sets the annual fees and provides a pro rata fee for new Members to allow for the time in the financial year when they joined
- determines the rights and obligations of non voting Members
- sanctions Members
- drafts the annual report of HGI for the General Assembly
- calls the meetings of the General Assembly
- selects employees of Members to fill any unplanned vacancy in the Board of Directors until confirmation or replacement
- elects Officers, prescribes their duties except otherwise provided by these Statutes and may remove them
- sets up and controls:
 1. standing Committees other than those foreseen in these Statutes,
 2. special Committees as may be found necessary or desirable to carry out the objectives and purposes of HGI,
 3. Working Committees
- determines their powers, duties and responsibilities, if they are not already set up by these Statutes
- orders the publication of documents proposed by the Working Committees and agreed by the Management Committee
- acts within and according to the provisions of these Statutes

Article 8 Officers

8.1 *Organization*

The Board of Directors shall elect the Officers after the Annual Meeting of the General Assembly.

The Officers shall be:

- the Chairman
- the Vice-Chairman
- the Secretary
- the Treasurer

The Chairman and the Vice-Chairman must be separate Officers.

The Secretary and the Treasurer may be the same person or their offices may be filled by the Vice-Chairman.

The Officers shall receive no salary for their services to the HGI.

8.2 *Term*

Officers shall hold their offices for one (1) year or until their successors are chosen. If they are Directors, the rules of Article 7.3 shall be applied accordingly.

8.3 Removal

Officers may be removed by resolution of the Board of Directors. No indication of cause is necessary for the removal.

8.4 Vacancies

In case of death, resignation, removal or disqualification of any Officer, the vacancy shall be filled by the Board of Directors. If the Officer is a Director, the rules of Article 7.5 shall be applied accordingly.

8.5 Chairman

The Chairman shall:

- preside over the General Assembly and the Board of Directors
- call the meetings of the Board and determine the intervals between the regular meetings
- propose the agenda
- oversee the execution of the General Assembly's and Board of Directors' resolutions
- automatically be a member of standing and special Committees

8.6 Vice-Chairman

In the case of the Chairman's unavailability, the Vice-Chairman shall:

- perform all the duties of the Chairman
- exercise all the power of the Chairman

The Vice-Chairman shall also perform all other duties prescribed by resolution of the General Assembly, the Board of Directors or these Statutes.

8.7 Secretary

The Secretary shall:

- keep the complete list of references (names, addresses, *etc.*) of HGI Members and of their employees interested in HGI
- attend all the General Assemblies and Board of Directors' meetings
- keep a correct record of all the transactions in these meetings in a minute book belonging to HGI
- be the custodian of the corporate records, except those pertaining to the office of the Treasurer
- send out notice of meetings to every Member
- conduct all correspondence, except correspondence pertaining to the office of the Chairman, the Vice-Chairman or the Treasurer
- perform all other duties and orders prescribed by the Board of Directors, the General Assembly or these Statutes
- keep or cause to be kept a copy of the Statutes, as amended to date, at the HGI seat.

8.8 *Treasurer*

The Treasurer shall:

- disburse, collect and receive any money due and belonging to HGI
- manage the deposits of HGI under the supervision of the Board of Directors and as designated by it
- notify the Secretary of any Member's delinquency relating to its payment obligations
- draft the annual financial report of HGI for the Board of Directors prior to the Annual General Assembly
- maintain the financial records of HGI according to the Generally Accepted Accounting Principles (GAAP) and Swiss law.

8.9 *Signature*

Except as provided elsewhere in these Statutes, all documents which purport to bind HGI must be signed by the Chairman and another Officer.

Article 9 Management Committee

9.1 *Organization*

The technical co-ordination of the work and the validation of results are performed by a Management Committee (MC). Each Service Provider (where a service provider is defined as an entity who owns and operates infrastructure for the provision of public communications services *as its main business*), who is a member in good standing, can be represented on the Management Committee if they so wish, subject to complying with the attendance requirements described in section 9.2. An employee of HGI may also be appointed by the Board of Directors to the MC.

9.2 *Candidates*

Operators, who are Principal HGI Members, may nominate one or two representatives for the Management Committee, who must be acceptable to the Board of Directors. If two members from each operator are selected, one will have delegated responsibility, in the case where the prime Management Committee member is unavailable.

No Member shall have more than one voice within the Management Committee.

The members of the Management Committee shall elect a Chairperson.

To be entitled to continue to be part of the Management Committee, the MC Members must have attended at least three out of the previous four face-to-face meetings, and have taken part in at least 50% of the conference calls in the previous four months.

In order to ensure the neutrality of technical decisions, those HGI Members having commercial interest in manufacturing and selling HGI equipment or sub-components thereof (the "Vendors") shall not be permitted to have employees as members of the Management Committee.

All the chairpersons of technical working groups are expected to participate in the meetings of the Management Committee in an ex-officio capacity.

9.3 Term

Management Committee members are appointed for a period of two years.

Members who have completed their term on the MC may be re-appointed for a further term by the BoD.

9.4 Decisions

The Management Committee takes decisions upon request by a Working Group to approve the technical document prepared by the Working Group. This approval is taken by a simple Majority of fifty (50) percent of its members plus one. In the case where this majority is not reached, the Working Group will have to reconsider the submitted document upon the guidance provided by the Management Committee.

In case of a disagreement with the decision being taken by a Working Group and prior to the final submission to the Management Committee, any Principal Member may appeal to the Management Committee to overturn the decision taken within the Working Group: this overturn decision needs to be approved by at least a two thirds (2/3) majority of the Management Committee to take effect. The Management Committee shall then provide clear direction to the Working Group as to what to do next.

The Management Committee takes all decisions allocated to the Membership and Nominating Committee in Clause 10.3, unless the Board of Directors has created such Membership and Nominating Committee.

Article 10 Advisory Groups

10.1 Organization

HGI may designate particular standing and special Advisory Groups as described hereinafter.

Each Advisory Group shall have one (1) Member at least, who is nominated by the Management Committee and chairs the Committee.

10.2 Quorum and Votes

The quorum for the transaction of business in an Advisory Group is the presence of a simple majority of its members who are Principal Members.

Advisory Groups take their decisions on a simple majority vote of their Members present.

Directors in Advisory Groups have no voting rights.

10.3 The Membership and Nominating Committee

This Committee (whose role is inherited from the Management Committee when decided by the Board of Directors to offload these tasks from the Management Committee as defined in Clause 9.4) shall:

- review the qualifications of each applicant for Membership
- recommend the approval or rejection of each application by the non-discriminatory application of the published objective non-discriminating criteria
- propose nominees for election to the Board of Directors taking into account the requirements for a balanced geographical representation
- propose nominees for all Officer positions to be filled by the Board of Directors

10.4 *The Finance and Audit Group*

This Committee shall within the financial year (July 1st of the running year to June 30th of the following year):

- review the accounts and finances of HGI and prepare the audit report for the Board of Directors
- propose to the Board of Directors any revised schedule of fees to be paid by the Members of HGI
- recommend an annual budget
- recommend auditors for appointment by the Board

Article 11

Technical Working Groups and Task Forces

11.1 *Organization*

The Management Committee establishes Technical Working Groups and Task Forces to accomplish the technical work of HGI.

Each Technical Working Group, Task Force, and subgroups (if any) shall consist of Members of HGI.

11.2 *Procedures and Vote*

The work of the Technical Working Groups is regulated by the Procedures for Technical Work. These procedures are established by the Management Committee. In the absence of such rules, decisions are taken within the Technical Working Groups on the basis of consensus. The consensus is deemed realized if none of the principal members appeals to the Management Committee or states their intention of so doing.

Article 12

Logo

HGI shall have a Logo. The Board shall determine the policy regarding the use of the logo.

Article 13

Liability

For its obligations HGI is liable with its assets only.

The Members, Officers and Directors are not liable for the debts, actions/inactions of or on behalf of HGI, provided such actions/inactions are in accordance with the Statutes and/or directions of the General Assembly or the Board of Directors.

Article 14

Indemnification

To the fullest extent permitted by law and these Statutes, HGI shall indemnify its Directors, Officers and other persons, including persons formerly occupying any such position, against all expenses, judgments, fines, settlements and other amounts actually and reasonably incurred by them in connection with their correct execution of their duties prescribed herein.

On written request to the Board of Directors by any person seeking indemnification, the Board of Directors shall promptly determine whether the applicable standard of conduct has

been met and, if so, the Board of Directors shall recommend indemnification to the General Assembly. If the Board of Directors cannot recommend indemnification because the number of Directors who are parties to the proceedings with respect to which indemnification is sought prevents the formation of a quorum of Directors who are not parties to that proceeding, the Board of Directors shall promptly call a General Assembly. At that meeting, the Members shall determine whether the applicable standard of conduct has been met and, if so, shall authorize indemnification in accordance with this article.

Article 15

General Provisions

15.1 *Membership Fees*

Membership fees will consist of a one time initiation fee, and a yearly membership fee which is 8000 Euros as of October 2011. The exact sums are determined according to article 6.5 of these statutes.

15.2 *HGI Publications and Confidentiality*

All materials and information contributed to HGI or its Committees shall be maintained in confidence and not be disclosed to non-members by HGI or its Members, except in the following circumstances:

- a) such material or information is incorporated into a published specification produced by HGI which HGI makes publicly available;
- b) as part of a liaison or Memorandum of Understanding sent by HGI to a third party organisation with whom HGI has a confidentiality agreement;
- c) the information is well known or has already been put into the public domain;
- d) under a court order;
- e) as part of a high level summary of its work prepared by HGI; or
- f) the contributing Member retains the right to disclose their own contributed information beyond the HGI.

Clause 4.8.2 does not restrict rights of any Member to place into the public domain materials, ideas or intellectual property developed independently by that Member.

Subject to the foregoing confidentiality obligations, HGI may publish documents to promote its objectives and purpose.

The foregoing obligations with respect to any of said confidential information shall continue in force for a period of eighteen (18) months from the date of its presentation to HGI or its Committees, and shall survive the cessation of participation of any receiving Member in HGI until expiration of such eighteen month term. This period may be extended on a case by case basis by a decision of the Board of Directors.

Members' employees may be cited as co-authors when appropriate and provided the potential co-author agrees.

15.3 Term of HGI

HGI shall have a term of nine (9) years (starting from 1 January 2005) and shall be wound up upon expiry of such term unless agreed otherwise by a written decision of at least two thirds (2/3) of the Principal Members.

15.4 Dissolution

Should HGI be wound up, the balance of its assets (after deduction of debts) shall not be returned to the Members, but shall be donated to a not-for profit organisation as decided by the Board of Directors. Members explicitly renounce any payment from the net assets remaining after liquidation of HGI 's property.

Note: The current list of officers on the HGI Board of Directors is available at: http://www.homegateway.org/aboutus/BOD/Index_BoD.html

For acceptance

Name _____ Signature_____

Company _____

Date _____