

OCA POLICIES AND PROCEDURES

STICHTING OPEN CHARGE ALLIANCE





OCA POLICIES AND PROCEDURES

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CHAPTER I. DEFINITIONS AND INTERPRETATION

ARTICLE 1. DEFINITIONS AND INTERPRETATION

- 1.1. In these Open Charge Alliance Policies and Procedures, the following terms shall mean:
- "Administrator":** the entity or person who has been designated by the Board as engaged with the day-to-day business of the Open Charge Alliance ("OCA") and who, for that purpose, has been granted with a power of attorney pursuant to article 13.3 of the Articles of Association in which the specific tasks and authorities of the Administrator are set-out;
- "Adopting Participant":** an organization that deploys charging networks utilizing OCA Standards, which is not otherwise classified as an Implementer Participant, Individual Participant, Institutional Participant, Originating Participant or Liaison Participant and which is bound by the OCA Policies and Procedures;
- "Affiliate"** shall mean with respect to a Participant a corporation or other legal entity that, directly or indirectly, is in control of, or is controlled by, or is under common control with such Participant. For purposes of this definition, "control" of such entity means the power, directly or indirectly, either to (i) vote 50% or more of the securities having ordinary voting power for the election of directors of such entity, or (ii) direct or cause the direction of the management and policies of such entity, whether by contract or some other mechanism.
- "Articles of Association"** the articles of association of OCA, as they may read from time to time;
- "Board":** the corporate body of OCA, (i) to which the tasks and authorities referred to under article 7.2 of the Articles of Association belong and (ii) that, together with the Executive Board, is responsible for the management of OCA;
- "Contribution":** any copyrightable material that is provided by any Participant (including by or through a Participant's representative, and including as part of any Working Group or Task Group). For the purposes of this definition, "provided" means the submission of any written communication, including



	electronic communication, for the purpose of discussing and improving the work product, but excluding communication that the Working Group Member conspicuously designates in writing as not being a Contribution;
"Draft Specification"	all versions of a document or technical specification developed by a Working Group or Task Group, or individual members of a Working Group or Task Group, for the purpose of creating, commenting on, revising, updating, modifying, or adding to any document or technical specification that is to be considered for inclusion in a Final Specification;
"E-laad":	Stichting E-laad.nl, a foundation (in Dutch: Stichting) organized and existing under the laws of the Netherlands, having its corporate seat in Arnhem, the Netherlands and its registered office at Stenograaf 1, 6921 EX Duiven, the Netherlands, registered with the Trade Register of the Dutch Chamber of Commerce under number 09206991;
"Electric Vehicle":	a vehicle which is completely or partially driven by electric energy and is directly or indirectly powered from an external charging station;
"ESB":	Electricity Supply Board, a statutory corporation set up by the Irish Electricity (Supply) Act, 1927, having its principal offices at 27 Lower Fitzwilliam Street, Dublin 2, Ireland;
"Executive Board":	the corporate body of OCA (i) to which the tasks and authorities referred to under article 10.2 of the Articles of Association belong and (ii) that, together with the Board, is responsible for the management of OCA;
"Final Specification"	any version of a document or technical specification created and developed by a Working Group and/or Task Group and approved as a Final Specification in accordance with these OCA Policies and Procedures;
"Greenlots":	Zeco Systems, Inc. , known and doing business under the trade name Greenlots , a company organized and existing under the laws of the State of Delaware, the United States of America, having its registered and business office at 28 Old Rudnick Lane, Dover, County of Kent, 19901, United States of America, registered with the Secretary of State of Delaware, United States of America under number 5167837;
"Implementer Participant":	a vendor that offers hardware and/or software that



	implements OCA Standards, or a firm that offers technical services in support of such vendor and which is bound by the OCA Policies and Procedures;
"Individual Participant":	an individual who is not affiliated with another (Adopter, Implementer, Institutional, or Liaison) Participant, who has a professional interest in the development, distribution, installation, maintenance, and use of OCA Standards and who is bound by the OCA Policies and Procedures;
"Institutional Participant":	an organization, such as a research lab or regulatory body with an institutional interest in the OCA Standards, which is not otherwise classified as an Implementer Participant, Adopting Participant or Liaison Participant and which is bound by the OCA Policies and Procedures;
"in writing":	by letter, telefax, e-mail or message transmitted via other standard means of communication and that can be received in written form, provided that the identity of the sender and the time of transmission and receipt of such communication can be determined with adequate certainty;
"Liaison Participant":	a standard setting or defining organization which has been approved/acknowledged by the Board as having a supportive interest in the OCA Standards, and which is bound by the OCA Policies and Procedures;
"OCA":	the abbreviation for <i>"Open Charge Alliance"</i> ;
"OCA Intellectual Property Rights Policy":	the intellectual property policy that is applicable to the Participants, as annexed to the Participant Agreement as Exhibit A and as amended from time to time;
"OCA Policies and Procedures":	the policies and procedures that apply to the Participants and OCA in connection with the development and licensing of the OCA Standards, as set forth in this document and as amended from time to time;
"OCA Standards":	any and all standards that the Open Charge Alliance has developed or will develop, including all versions of that standard as there may be from time to time;
"Open Charge Alliance":	Stichting Open Charge Alliance, a foundation (in Dutch: <i>Stichting</i>) organized and existing under the laws of the Netherlands, having its corporate seat in Amsterdam, the



Netherlands and its registered office at Strawinskylaan 411, 1077 XX Amsterdam, the Netherlands, registered with the Trade Register of the Dutch Chamber of Commerce under number 59720352;

"Organizational Unit":	means any business, division, line of business, branch, department, project, team or other operational segment of a Participant or any of its Affiliates (whether or not separately incorporated) that directly or indirectly uses, implements, develops, integrates, distributes, sells, supports or markets products or services in connection with any OCA Standards, and that is (or could reasonably be) identified by reference to internal management reporting, segment reporting, statutory accounts notes, transfer pricing documentation, cost/profit centres, budget responsibility, or other organisational or financial reporting.
"Originating Participant":	each of E-laad, ESB and Greenlots;
"Participants":	jointly the organizations (or in the case of Individual Participants only, the persons) who belong to one of the following separate classes of participants: the Adopting Participants, the Implementer Participants, the Individual Participants, the Institutional Participants, and the Liaison Participants, who are affiliated with OCA.
"Participants Agreement":	the Agreement between a Participant and OCA.
"Working Group":	a group established by the Board for the purpose of the development of Final Specifications or pursuing one or more streams of work in furtherance of the goals of OCA.
"WG":	the abbreviation for "Working Group";
"WG Member":	an individual who is affiliated with a Participant and participates in a Working Group in accordance with the Working Group Charter, the Working Group Procedures, and these OCA Policies and Procedures;
"Task Group":	a sub-group of a Working Group established for the purpose of undertaking one or more tasks or projects in furtherance of the Working Group's stream of work.
"TG":	the abbreviation for "Task Group".

1.2. The definitions described in article 1.1 above will apply both to the singular and the plural of the



concepts defined.

- 1.3 Unless otherwise explicitly stated or the contrary intention appears, any reference in these OCA Policies and Procedures to Article, refers to an article of these OCA Policies and Procedures.



CHAPTER II. PARTICIPANTS

ARTICLE 2. PARTICIPANTS

- 2.1. OCA has Participants who have become participants of the OCA as set forth in Article 3 below.
- 2.2. Each Participant shall be assigned to and acknowledged by the Board as one of the below class of Participants with such rights as the Board may determine:
- **Adopting Participant;**
 - **Implementer Participant;**
 - **Individual Participant;**
 - **Institutional Participant;**
 - **Liaison Participant;**
 - **Originating Participant.**

ARTICLE 3. ACCESSION AS PARTICIPANT

- 3.1. Participation is open to any competitor that is active in the markets affected by the OCA Standards.
- 3.2. Individuals, firms or corporations seeking to be acknowledged as Participant must enter into a Participants Agreement, in order to be eligible for acknowledgement by the Board as Participant.
- The Board shall inform the applicant in writing whether it has been admitted or refused as a Participant
- 3.3. and if admitted, the amount of the annual fee which the new participant is due pursuant to article 4 of these OCA Policies and Procedures.
- No appeal is possible against the decision as referred to in article 3.3.
- 3.4.
- The Board shall keep a register of Participants, including the name; the goals, activities, and products
- 3.5. or services; and the category of all Participants. Each Participant must notify the Board in writing of any changes in its name, goals, activities, and products or services that are relevant to its Participant category. The register of participants is open for inspection by the Participants.
- Immediately after execution of the Participants Agreement, the Board shall register
- 3.6. the admission of a Participant in the participant register as mentioned in article 3.5.



ARTICLE 4. FINANCIAL CONTRIBUTIONS OF THE PARTICIPANTS

- 4.1. With the exception of Liaison Participants, each Participant is obliged to pay an annual fee.
- 4.2. For each financial year of the OCA, the Board shall determine the schedule of fees that are due by each category of Participants. The amount of the fee per Participant category for the following year shall be determined and communicated to the Participants and also posted on the website of OCA at the latest by the end of October of the current financial year.
- 4.3. The fee that is due by each Participant shall, with due observance of article 4.2 of these OCA Policies and Procedures, be determined by the Participant category and, in the case of commercial organizations (i.e. Adopting and Implementer Participants), by the total of all gross revenues (converted to a Euro or US Dollar amount, if required) of the Participant's Organizational Unit plus its Affiliates that use, implement or market products or services in connection with any OCA Standards; whereas a Participant shall not, by internal reorganisation, allocation policies, transfer pricing, intercompany arrangements or changes in reporting structure, reduce the gross revenues attributable to an Organizational Unit in a manner that is not consistent with past practice and generally accepted accounting principles applied on a consistent basis.

Gross revenues of Affiliates that do not engage in such OCA Standards-related activities shall be excluded.
- 4.4. For the purpose of determining the annual fee due, each Adopting or Implementer Participant is obliged to disclose to OCA the gross revenue(s) referred to in Article 4.3. Such disclosure shall be made in writing, in the format reasonably requested by OCA, and shall be accompanied by (i) an official annual revenue report (e.g., annual accounts or management accounts) covering the relevant Organizational Unit(s) and/or otherwise reasonably evidencing the gross revenues attributable to such Organizational Unit(s), as determined in accordance with Article 4.3; and (ii) a duly signed statement from a duly authorized representative of the Participant (including the general manager of the relevant Organizational Unit) confirming the completeness and accuracy of the disclosed financial information
- 4.5. Only where the Participant can demonstrate, to OCA's reasonable satisfaction, that an official annual revenue report cannot be provided or does not accurately reflect the gross revenues of the Organizational Unit(s) using OCA standards, OCA may, in its sole discretion, accept in



lieu thereof a duly signed written statement confirming the gross revenues attributable to such Organizational Unit(s) for the relevant period.

- 4.6. Each Participant shall notify OCA in writing and without undue delay of any change in the gross revenue(s) referred to in Article 4.3 that may result in a change of Participant category or annual fee. Any disclosure or notification under Articles 4.4 and 4.5 shall be complete, verifiable and made by or on behalf of a duly authorized representative of the Participant. If a Participant fails to provide complete and verifiable information within a reasonable period after a request by OCA, OCA may determine the applicable Participant category and annual fee based on available information, and the resulting fee shall be immediately due and payable, without prejudice to any other rights or remedies of OCA.

In the event that a party becomes a Participant during a current financial year, such party shall be obliged to pay on a pro rata basis the same fee as all other Participants of the same class of Participants for the ongoing financial year.

ARTICLE 5. TERMINATION OF PARTICIPATION

- 5.1. The participation of the Participant terminates automatically:
- a. if the Participant is a legal entity, as soon as the Participant ceases to exist;
 - b. if the Participant is a partnership or another company without legal personality, upon the winding up of the partnership or company without legal personality in question;
 - c. by actual notice of termination of the Participant by the Board, if the Board decides that OCA cannot reasonably be expected to continue the participation of such Participant
 - d. if the Participant is an individual person, in the event of (i) his/her death, (ii) his/her being declared bankrupt, an arrangement being applied to him/her in accordance with the Debt Rescheduling (Natural Persons) Act (in Dutch: Wet Schuldsanering Natuurlijke Personen) or similar act, or if he/she applies for a moratorium of payments and (iii) as a result of his/her being placed under guardianship.
- 5.2. The participation of the Participant can be terminated by actual notice of termination of participation by a Participant to OCA. A Participant who gives notice of termination shall do so by written notice by registered mail, addressed to the offices of the OCA, following which the Board shall provide the Participant with written acknowledgment therefore within 15 days. The termination shall become effective on the 1th of January of the next year. Termination shall not result in any reimbursement of fees Participant has paid to OCA.
- 5.3. In the event the participation in OCA of a Participant is terminated, the Participant shall have no right to reclaim any Participants Fee in whole or in part, or other fees from OCA.



CHAPTER III. THE ADMINISTRATOR

ARTICLE 6.THE ADMINISTRATOR

- 6.1. Article 12.1 of the Articles of Association stipulates that the Board may designate an Administrator who shall be engaged with the day-to-day business of OCA and who, for that purpose, shall be granted with a power of attorney pursuant to Article 13.3 of the Articles of Association in which his specific tasks and authorities shall be set out.
- 6.2. The Administrator shall be responsible for the execution of day-to-day work and shall support all administrative and technical activities of the OCA.
- 6.3. Both individuals and legal entities can be designated as Administrator.
- 6.4. The Administrator may delegate, subject to the restrictions imposed on him pursuant to the power of attorney granted to him, one or more of the authorities which have been delegated to him, to third parties.
- 6.5. The Administrator shall be appointed by the Board and the Board may remove the Administrator at any time and according to the contractual conditions. They shall be engaged for a term of at least one (1) year and until her or his successor is selected, or until their earlier resignation or removal. In the case of resignation or removal of the Administrator, the Board shall take action to install a new Administrator without delay.
- 6.6. The Administrator shall be engaged with the day-to-day business of the Foundation, including - but not limited to - the following issues and tasks:
 - **Electronic Information and Communication:** set up and maintain a workflow platform, a web and file server as well as e-mail lists;
 - **Documents:** prepare templates, translate, load on web site, distribute, etc.;
 - **New Participants:** send out contracts and related documents, answer questions, etc.;
 - **Participant Information:** prepare and send out newsletters, invitations to conferences, notification of changes, general assistance, etc.;
 - **Conferences:** Organise and facilitate conferences;
 - **Meetings:** Organise or support meetings, send out invitations, distribute meeting minutes, etc.;
 - **External promotion:** upon final responsibility of the Board prepare and distribute press releases, brochures, etc.;



- **Administration** of OCA, e.g. administer finances;
- **Report** regularly to the Board on financial transactions;
- **[Arrange]** directors insurance for the board members of OCA.]

6.7. The Administrator may, from case to case, in agreement with the Board, delegate tasks to third parties.



CHAPTER IV. WORKING GROUPS AND TASK GROUPS

ARTICLE 7. FORMATION AND STRUCTURE OF WORKING GROUPS

- 7.1. From time to time, the Board may create one or more Working Groups (“**WGs**”) for the development of Final Specifications or to pursue other work streams. Any such WGs will operate in accordance with these OCA Policies and Procedures. Any Participant may request that the Board create a WG by placing a new business item on the agenda of a regularly scheduled Board meeting. A brief explanation of the need, scope, and activity of the proposed WG must be submitted for the Board’s consideration no less than two weeks prior to the meeting at which the matter will be discussed.
- 7.2. Upon the approval of a proposed WG by the Board, the Board will appoint an to oversee and manage the formation of the WG. The Chair will serve for four months (the **WG Formation Period**). During the first month, the Chair will publicize and announce the WG and solicit people to become Members of the WG. The Interim Chair will convene an initial meeting of the WG no earlier than one month after the approval of the WG by the Board. During the WG Formation Period, the WG will, in accordance with the WG decision process set forth in Article 11 below, select a Chair, Vice Chair, and Secretary (each, a “**WG Leader**” and collectively the “**WG Leaders**” or “**WG Leadership**”) from among the WG Members and establish a charter setting forth the goals and procedures of the WG (the “**Working Group Charter**”). The interim Chair will submit the list of proposed WG Leaders and the proposed WG Charter to the Board for approval. If the WG Leaders and the WG Charter are not approved by the Board by the end of the WG Formation Period, the Board may extend the WG Formation Period once, for a maximum of two additional months. If, by the end of the extended WG Formation Period, the Board has not approved or rejected the WG Leaders and WG Charter, the formation of the WG will be cancelled.

ARTICLE 8. WORKING GROUP LEADERSHIP ROLES, RESPONSIBILITIES, AND TERMS

- 8.1. The WG Chair shall lead the WG in a fair and unbiased way and shall ensure openness of access, courtesy, respect, ample consideration of expressed positions and their bases, fair play, and due process to all WG participants and in all proceedings. The WG Chair shall oversee and facilitate the operation of the WG, e.g. establish goals and deadlines; set agendas; schedule, convene, and lead meetings; delegate tasks; drive issues to resolution; and otherwise lead and organize the WG efforts in accordance with these OCA Policies and Procedures and the WG Charter.



- 8.2. The WG Vice Chair shall serve as the WG Chair when the WG Chair is absent or must recuse himself or herself from a WG meeting or activity, or if the position of WG Chair is vacant. The WG Vice Chair, if present, should also act as WG Secretary when the Secretary is absent.
- 8.3. The WG Secretary shall document and record the minutes of WG meetings. The Secretary will timely provide copies of such minutes to all WG participants and the wider OCA community, e.g., by sending them to the WG email list, posting them in an appropriate online forum, etc. In particular, the WG Secretary shall record participation in WG meetings in order to determine Participants' active status for the purpose of voting on WG actions, when required. The WG Secretary shall serve as WG Chair in the event that both the WG Chair and the WG Vice Chair are unavailable due to absence, recusal, or other unavailability, or if their positions are vacant.
- 8.4. Except in cases of resignation or removal of a WG Leader, each of the WG Leaders shall have a term of one year. New WG Leadership shall be selected annually by the WG, following the normal decision process (Article 11). The proposed WG Leaders must be confirmed by the Board. The maximum consecutive term of any WG Leader shall be two years. If a WG Leader resigns or is removed, the Board shall, in its discretion, appoint a new WG Leader, who shall serve until the next selection of WG Leaders.

ARTICLE 9. PROCEDURES AND MEETINGS OF WORKING GROUPS

- 9.1. The Working Group Leadership will determine, in writing, policies and procedures related to the governance and operations of the WG (the **"WG Procedures"**) including, without limitation, the method of announcing and conducting meetings of the WG. All WG Procedures must be reasonable and customary and provide reasonable access for all WG members to participate in the activities of the WG. All WG Procedures must comply with the articles set forth in these OCA Policies and Procedures, specifically Article 11, Group Decision Processes.
- 9.2. Working Groups shall hold regular meetings on a schedule determined by the WG. Failure to hold regular meetings may be deemed grounds for probation, suspension, and/or deactivation of the WG under Article 15.

ARTICLE 10. FORMATION AND STRUCTURE OF TASK GROUPS

- 10.1. A Working Group may manage a single project or stream of work. However, if the WG Leadership so decides – in order, for example, to develop parts of a Specification in parallel; to



take a specific marketing initiative; or to study and assess an industry issue or the value and feasibility of a proposed sub-project; etc. – a WG may create one or more Task Groups (“TGs”), provided that all TG activities fall fully within the scope of the WG Charter.

- 10.2. The WG shall select one or more leaders for the TG (at least a Chair, and optionally, a Vice Chair and/or Secretary) in accordance with the normal WG decision process set forth below in Article 11. The TG Chair shall convene the TG in order to develop a plan setting forth a scope of work, projected milestones, and work schedule for the TG (the “**TG Plan**”). The TG Chair shall submit the proposed TG Plan to the WG for approval no later than two months after selection of the TG Chair (the “**TG Formation Period**”). The WG shall approve or reject the TG Plan in accordance with the group decision process set forth in Article 11. If the TG Plan is not approved by the WG one month after submission of the TG Plan to the WG Leadership, the WG may extend the TG Formation Period once, for a maximum of one month. If, by the end of the extended TG Formation Period, the WG has not approved the formation of the new TG, the formation of the TG will be canceled.
- 10.3. A TG Chair, if acting alone, will fill the role of both TG Chair and TG Secretary. The duties of TG Chairs, Vice Chairs, and Secretaries are analogous to those of the corresponding roles in the WG Leadership (see Articles 8.1, 8.2 and 8.3).
- 10.4. TGs will conduct their affairs in the same manner and following the same WG Procedures as their parent WG.

ARTICLE 11. GROUP DECISION PROCESSES

- 11.1. As used in this Article 11, “**Group**” means either Working Group (WG) or Task Group (TG); “**Chair**” means either WG Chair or TG Chair; and “**Member**” means an individual who is participating in a WG or TG, as applicable.
- 11.2. Group action shall be determined by rough consensus, meaning agreement of more than a strict majority (e.g. 2/3) of Group Members, but not necessarily unanimity. Consensus should be gauged by informal means, e.g., vocal expression (‘aye’ or ‘nay’, humming), straw polls, etc. If the Chair determines that rough consensus has not been reached on a matter, after ample time has been provided for debate the Group shall decide action by vote with a strict majority (>51% of eligible Members, excluding abstentions) required for a decision (see Article 12 for voting eligibility requirements). In the event of a tie vote, the Chair shall encourage further discussion and may defer further action on the matter until the next meeting of the Group. If the Group



cannot resolve the issue by the end of the next meeting, the Chair shall decide the issue according to the Chair's best judgment, provided that a reasonable period of time has elapsed between meetings.

- 11.3. Group Members may dispute the operations or decisions of a Group by appeal to the Chair of that Group, the Chair of the parent WG (if applicable), and/or the Board, in that order. Appeals must be made in writing, and include an account of the breach of process or adverse effect that occurred (including citations to relevant provisions of the WG Charter, the WG Procedures, the TG Plan, or these OCA Policies and Procedures, as applicable). All claims should be substantiated by evidence. Group Chairs shall make every effort to ensure that appeals are assessed fairly, transparently and directly. If there is no satisfactory resolution of a dispute by a Group, the decision of the Board shall be final.

ARTICLE 12. WORKING GROUP AND TASK GROUP PARTICIPATION AND VOTING RIGHTS

- 12.1. Unless otherwise specified, as used in this Article 12, "**Group**" means either WG or TG and "**Member**" means an individual who is participating in a WG or TG, as applicable.
- 12.2. Individuals must declare their affiliation with a single Participant, and any person affiliated with a Participant may become a Group Member simply by participating Group meetings. Individual Participants shall be affiliated only with themselves.
- 12.3. Any Group Member affiliated with a Participant, but only one such Member in any given instance (vote), will have the right to vote on behalf of the Participant on any matter on which the Group holds a vote in accordance with the WG Procedures, provided that at least one Member affiliated with that Participant has been present for at least three of the five Group meetings preceding the vote, including the meeting in which the vote is being held. Individual Participants shall be affiliated only with themselves, and Liaison Participants shall not have any voting rights in any Group.
- 12.4. Removal of any WG Member from a WG or TG can only be affected by the Board.

ARTICLE 13. CONTRIBUTIONS, DRAFTS, AND FINAL SPECIFICATIONS

- 13.1 Any Member of a Working Group or Task Group may submit Contributions for consideration for inclusion in a Draft Specification. The WG or TG may further develop Contributions, incorporate them into a Draft Specification, and refine the Draft Specification according to Group



Procedures (e.g. collecting and resolving comments on the Draft). If and when the WG or TG determines that a Draft Specification, in its then-current form, is suitable (i.e. sufficiently complete and mature) to be a Release Candidate, the Draft Specification will be submitted to the WG for evaluation as a Release Candidate by the WG Members in accordance with the evaluation process set forth in the WG Procedures.

13.2 When the WG determines, in accordance with the WG Procedures, that a Draft Specification is suitable (i.e. sufficiently substantial and precise) to qualify as a Release Candidate, the WG will assign an individual WG Member to be a Release Candidate sponsor to manage the process of advancing the specification within the WG from Release Candidate to Final Specification. This process will be set forth in the WG Procedures.

13.3. Licensing of intellectual property rights in Contributions will be governed by the OCA Intellectual Property Rights Policy.

ARTICLE 14. WITHDRAWAL AND TERMINATION

14.1. A WG Member may withdraw from the WG or a TG at any time by notifying the WG Chair or the TG Chair in writing, and that withdrawal is effective upon receipt of the notice.

14.2. A WG or TG Member's written withdrawal from a WG or a TG will have no effect on its remaining obligations under these OCA Policies and Procedures, except as otherwise provided in this Section. If a WG or TG Member terminates its membership in OCA or withdraws from a WG or a TG, all existing commitments and obligations up to the date of withdrawal or termination will remain in effect, but no new obligations will be incurred. Notwithstanding the foregoing, the patent licensing commitments under the OCA Intellectual Property Rights Policy will apply as described therein.

ARTICLE 15. DEACTIVATION, PROBATION, AND SUSPENSION OF WORKING GROUPS

15.1. If a WG falls into an inactive state or is chronically non-compliant with its WG Charter, the Board may place the WG on probation. During probation, the Board will notify the WG Leadership and solicit volunteers to bring the WG back into active status or compliance with its WG Charter. The Board may replace the WG Chair or make other changes to the WG as needed. Once the situation of the WG has sufficiently improved or been remedied, the Board may restore the WG to active status. Probation may last no longer than six consecutive months.



- 15.2. If the Board does not see evidence of progress or sufficient improvement of the WG during probation, the Board may suspend the WG at the conclusion of its probation. The WG may not convene any meetings or activities during its suspension. Participants may request reinstatement of the WG during its suspension by submitting the name of a new WG Chair and explanations of why there is a need for the WG to exist and continue its activities. Suspension may last no longer than three consecutive months.
- 15.3. If the Board does not receive a request for reinstatement of the WG during the suspension period, the WG will be deactivated. Once a WG has been deactivated, the WG's website and e-mail discussion list will be archived and shut down, Participants will no longer be able to join the WG, and the WG will be removed from all communication and marketing materials. In the event that any Participant wishes to re-establish the WG, the Participant may propose the formation of a new WG in accordance with Article 7 of these OCA Policies and Procedures.



CHAPTER V. BOARD STRUCTURE AND DEVELOPMENT

Article 16. BOARD STRUCTURE AND DEVELOPMENT

- 16.1. OCA shall be managed by its Board. The Board shall determine the number of the members of the Board on the understanding that the Board shall at all times consist of an odd number of Board members. Both individuals and legal entities can be appointed as member of the Board.
- 16.2. The members of the Board are, with due observance of these OCA Policies and Procedures, appointed, suspended and dismissed by the Board.
- 16.3. Each of the Originating Participants has the right to nominate one (1) member of the Board, and will retain a Board seat for as long as they remain Participants in good standing.
- 16.4. For the transitional period from the establishment of the Foundation through the first financial year, the Board shall be constituted as set forth in Article 6 and article 21 of the Articles of Association.
- 16.5. The Board will structure its composition and growth so as to maintain a near balance of Board seats filled by Adopter and Vendor Participants, meaning the number of Adopter and Vendor seats are equal or differ by no more than one, as follows:
 - i. Of the three Originating Participants, two (E-Laad and ESB) are Adopter Participants and one (Greenlots) is a Vendor Participant. This constitutes a near balance.
 - ii. The Board shall designate newly created seats as Adopter, Vendor, or Other (Individual or Institutional) seats, in such a way as to maintain the near balance between the number of Adopter and Vendor seats. Liaison Participants cannot become Board members.
 - iii. Since the number of Board members must always be odd, growth from the initial number of three Board seats will be by an even numbers of seats (2, 4, etc.).
 - iv. In order to ensure continuity and avoid excessive turnover, the Board shall stagger the terms of its members. To accomplish this, the Board may choose to limit the initial term of any newly created seat to one year.



- 16.4. Pursuant to article 21 in conjunction with article 6.1 of the Articles of Association and until the second financial year of Open Charge Alliance commences, the Board may choose to fill newly created seats by Board appointment or by election among the Members of the Alliance.
- 16.5 After the transitional period, Board members shall serve terms of two years and vacancies will be staggered. Board vacancies shall be filled by annual elections among the OCA Participants, with each Participant having one vote per vacant position. Participants can vote for candidates in any participant category, but the participant category of the vacant Board position will persist, i.e. only Adopting Participants will be able to nominate a candidate for and fill an open Adopting Board seat, etc. The candidates gaining the most votes per membership category will be appointed to fill the vacant Board positions.

CHAPTER VI. FINAL PROVISIONS

ARTICLE 17. AMENDMENT OF THESE OCA POLICIES AND PROCEDURES

- 17.1. The Board may amend these OCA Policies and Procedures by written resolution.
- 17.2 Upon amendment of these OCA Policies and Procedures, the Board shall provide the Participants with a copy of the new OCA Policies and Procedures
