

# Authentication

## DIF Working Group Charter

This Working Group Charter establishes the Scope and intellectual property terms used to develop the materials identified in this Working Group Charter for the Project. Members who wish to join will submit agreement to join this Working Group and be bound by this charter via whatever medium of record the Working Group decides (examples: GitHub issue/commit, submission of signed/dated copy to WG chair, or other method specified by the Charter).

1. Working Group Name: Authentication Working Group

2. Working Group Chairs: Proposed candidates: Christian Lundkvist and Markus Sabadello and Kyle Den Hartog

3. Working Group Definition: The purpose of this working group is to design and implement a universal authentication protocol that relies upon open standards and cryptographic protocols, including DIDs and DID Documents.

### 3.1 Scope

Development of specifications, protocols, and formats for data structures used for authentication. The Working Group's areas of activity may include, but are not limited to, the following:

- Define the formats and protocols necessary for authentication using DIDs and DID Documents.
- Develop tools for validation and programmatic interaction with DID Auth.

### 3.2 Governance

#### Voting

The group will endeavor to make all decision by consensus. In the event of disagreement, after making a concerted effort to seek resolution that allows for the dissenting members to accept a satisfactory outcome, the Working Group Chairs will hold a vote at next regularly scheduled meeting of the Working Group. The issue shall be decided by simple majority vote, wherein voting will be conducted via an asynchronous polling mechanism (e.g. Google Form poll) and remain open for 48 hours after the conclusion of the meeting.

#### Chair Selection

Chairs shall be elected by the members, with no more than three chairs serving at one time. Service shall be evaluated annually, with no maximum term.

### 3.3 Meetings

The Working Group shall set its own meeting schedule, but is encouraged to meet biweekly to maintain forward motion on the areas of development it is charged with leading. Chairs must attend and moderate every meeting, less any unforeseen circumstances or critical engagements that force them to delegate responsibility to another member.

4. Copyright Policy. Each Working Group must specify the copyright mode under which it will operate prior to initiating any work on any Draft Deliverable or Approved Deliverable. The copyright mode for this Working Group is:

- ☐ Copyright Grant to Project, as set forth in Appendix A, Copyright Policy Option 1.
- ☒ Creative Commons Attribution 4.0, as set forth in Appendix A, Copyright Policy Option 2.
- ☐ Open Web Foundation 1.0. (only for Working Groups selecting Open Web Foundation mode for patent licensing).

5. Approved Deliverable Patent Licensing. Each Working Group must specify the patent mode under which it will operate prior to initiating any work on any Draft or Approved Deliverable. The patent mode for this Working Group is:

- ☐ RAND Mode, as set forth in Appendix A, Patent Policy Option 1.
- ☐ RAND Royalty-free Mode, as set forth in Appendix A, Patent Policy Option 2.
- ☐ ITU-T Mode, as set forth in Appendix A, Patent Policy Option 3.
- ☐ Open Web Foundation Agreement 1.0 Mode, as set forth in Appendix A, Patent Policy Option 4.
- ☒ W3C Mode, as set forth in Appendix A, Patent Policy Option 5.
- ☐ No Patent License. No patent licenses are granted for the Draft Deliverables or Approved Deliverables developed by this Working Group.

The assurances provided in the selected patent mode are binding on the Working Group Participant's successors-in-interest. In addition, each Working Group Participant will include in any documents transferring ownership of patents subject to the assurance provisions sufficient to ensure that the commitments in the assurance are binding on the transferee, and that the transferee will similarly include appropriate provisions in the event of future transfers with the goal of binding each successor-in-interest.

6. Source Code. Working Group Participants contributing source code to this Working Group agree that those source code contributions are subject to the Developer Certificate of Origin version 1.1, available at <http://developercertificate.org/>, and the license indicated below. Only Working Group Participants contributing source code will have the licensing obligations to source code produced by the Working Group. An Approved Deliverable may not include source code as a required element of an Approved Deliverable.

- ☒ Apache 2.0, available at <http://www.apache.org/licenses/LICENSE-2.0.html>.
- ☐ BSD 2 Clause License, available at <http://opensource.org/licenses/BSD-2-Clause>.
- ☐ Mozilla Public License 2.0, available at <https://www.mozilla.org/MPL/2.0/>.
- ☐ Other: MIT
- ☐ No source code will be developed.

7. Non-Working Group Participant Feedback and Participation. Upon the Approval of the Working Group Participants, the Working Group can request feedback from and/or allow Non-Working Group Participant participation in a Working Group, subject to each Non-Working Group Participant executing the Feedback Agreement set forth in Appendix B

<b>By the Member</b>	
<i>Signature</i>	
<i>Print Name:</i>	
<i>Title:</i>	
<i>Company Name:</i>	
<i>Email:</i>	
<i>Address:</i>	
<i>Date:</i>	

## Appendix A

Joint Development Foundation Project Intellectual Property Policy Options

This Joint Development Foundation Intellectual Property Policy Option document sets for the various options that a Working Group may select via its Working Group Charter. Working Group Participants are only subject to the options selected for that particular Working Group as designated in the Working Group Charter, and no other rights are granted.

## Copyright Policy Options.

### Copyright Policy Option 1: Copyright Grant to Foundation.

1. Copyright Grant. Each Working Group Participant grants to the Project a perpetual, worldwide, non-exclusive, no-charge, royalty-free, copyright license, without any obligation for accounting, to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute any Contribution made by the Working Group Participant to the full extent of the Working Group Participant's copyright interest in the Contribution.
2. Ownership of Collective Works. By participating in a Working Group, the Working Group Working Group Participant agrees that all copyright created in the collective work belongs to the Project.

### Copyright Policy Option 2: Creative Commons Attribution 4.0.

Each Working Group Participant agrees that its Contributions are subject to the Creative Commons Attribution 4.0 International license - <http://creativecommons.org/licenses/by/4.0/legalcode>.

## Patent Policy Options.

### Patent Policy Option 1: RAND Mode.

1. Licensing Commitment. Each Working Group Participant agrees that it will offer to all applicants a nonexclusive, worldwide, non-sublicensable, patent license to its Necessary Claims on fair, reasonable, and non-discriminatory terms to make, have made, use, import, offer to sell, sell, and distribute conformant implementations of any Approved Deliverable developed by this Working Group.
2. Patent Disclosure Obligations. When a Draft Deliverable is ready to be considered as an Approved Deliverable, the Working Group chair will initiate a "Patent Notification Period." To initiate a Patent Notification Period, the Working Group chair will notify the Working Group Participants via email of the commencement of the Patent Notification Period. That notification will include a statement that identifies the Draft Deliverable subject to the Patent Notification Period, and that Patent Notification Period will be at least 30 days from its initiation. A Draft Deliverable may not become an Approved Deliverable until the completion of its Patent Notification Period. During a Patent Notification Period, if a Working Group Participant's representative to the Working Group has actual personal knowledge that the Working Group Participant or its Affiliates' patents or published patent applications contain Necessary Claims, then the Working Group Participant shall disclose, in writing (which may be delivered via e-mail) to the Working Group chair the existence of those patents or published patent applications. The Working Group chair will make those declarations available to Working Group Participants. Any disclosure made by a Working Group Participant pursuant to this Section does not impose any obligation on a Working Group Participant or its representatives to conduct any patent or other intellectual property searches of any kind or take any action other than as expressly stated above.
3. "Necessary Claims" means claims of a patent or patent application, other than design patents and design registrations, that are: (i) owned or controlled by a Steering Member/Associate or its Affiliate now or at any future time; and (ii) are infringed by implementation of normative portions, including the normative elements of optional portions, of the applicable Approved Deliverable that is within Scope, where that infringement cannot be avoided by another technically reasonable non-infringing alternative for implementing that Approved Deliverable. Necessary Claims do not include any claims: (a) that read solely on an implementation example included in that Approved Deliverable; (b) other than those claims set forth above, even if contained in the same patent as Necessary Claims; (c) that are infringed by any enabling technologies that may be necessary

to make or use any product or portion thereof that complies with that Approved Deliverable, but are not themselves expressly set forth in that Approved Deliverable; (d) that are infringed by the implementation of other technologies developed elsewhere but referred to in the body of that Approved Deliverable; (e) that are infringed by any portions of any product and any combinations thereof the purpose or function of which is not required for conformance with the applicable Approved Deliverable; or (f) that are infringed by any software code set out in that Approved Deliverable.

## Patent Policy Option 2: RAND-RF (Royalty-Free) Mode.

1. Licensing Commitment. Each Working Group Participant agrees that it will offer to all applicants a royalty free, nonexclusive, worldwide, non-sub licensable, perpetual patent license to its Necessary Claims on fair, reasonable, and non-discriminatory terms to make, have made, use, import, offer to sell, sell, and distribute conformant implementations of any Approved Deliverable adopted by that Working Group only to the extent it implements the Approved Deliverable and so long as all required portions of the Approved Deliverable are implemented.
2. Exclusion. Prior to the adoption of a Draft Deliverable as an Approved Deliverable, a Working Group Participant may exclude Necessary Claims from its licensing commitments under this agreement by providing written notice of that intent to the Working Group chair ("Exclusion Notice"). The Exclusion Notice for issued patents and published applications must include the patent number(s) or title and application number(s), as the case may be, for each of the issued patent(s) or pending patent application(s) that the Working Group Participant wishes to exclude from royalty-free licensing commitment set forth in Section 1 of this patent policy. If an issued patent or pending patent application that may contain Necessary Claims is not set forth in the Exclusion Notice, those Necessary Claims shall continue to be subject to the licensing commitments under this agreement. The Exclusion Notice for unpublished patent applications must provide either: (i) the text of the filed application; or (ii) identification of the specific part(s) of the Draft Deliverable whose implementation makes the excluded claim a Necessary Claim. If (ii) is chosen, the effect of the exclusion will be limited to the identified part(s) of the Draft Deliverable. The Executive Director will publish Exclusion Notices.
3. "Necessary Claims" means claims of a patent or patent application, other than design patents and design registrations, that are: (i) owned or controlled by a Steering Member/Associate or its Affiliate now or at any future time; and (ii) are infringed by implementation of the normative portions, including the normative elements of optional portions, of applicable Approved Deliverable that is within Scope, where that infringement cannot be avoided by another technically reasonable non-infringing alternative for implementing that Approved Deliverable. Necessary Claims do not include any claims: (a) that read solely on an implementation example included in that Approved Deliverable; (b) other than those claims set forth above, even if contained in the same patent as Necessary Claims; (c) that are infringed by any enabling technologies that may be necessary to make or use any product or portion thereof that complies with that Approved Deliverable, but are not themselves expressly set forth in that Approved Deliverable; (d) that are infringed by the implementation of other technologies developed elsewhere but referred to in the body of that Approved Deliverable; (e) that are infringed by any portions of any product and any combinations thereof the purpose or function of which is not required for conformance with the applicable Approved Deliverable; or (f) that are infringed by any software code set out in that Approved Deliverable for purposes of illustration, sample implementation, or reference.

## Patent Policy Option 3: ITU-T Mode.

The Approved Deliverable is subject to then current terms of the Common Patent Policy for ITU-T/ITU-R/ISO/IEC, the Guidelines for Implementing the Common Patent Policy for ITU-T/ITU-R/ISO/IEC (including the Common Guidelines and Specific Provisions for ITU-T only), and Patent Statement and Licensing Declaration Form, which are available at <http://www.itu.int/en/ITU-T/ipr/Pages/default.aspx>. References in these documents to ITU, ISO, and IEC are deemed replaced by references to the Project, references to Study Groups are deemed replaced by Working Groups, references to Recommendations and/or Deliverables are deemed replaced by references to Approved Deliverables, and all other ISO/IEC/ITU-T terms replaced with applicable Project terminology.

## Patent Policy Option 4: Open Web Foundation 1.0 Mode.

1. Open Web Foundation CLA 1.0 ("OWF CLA 1.0"). Each Working Group Participant will be deemed to have executed the OWF CLA 1.0 for its Contributions (as defined in the OWF CLA 1.0) to the Working Group. The OWF CLA 1.0 is available at <https://sites.google.com/site/openwebfoundation/legal/the-owf-1-0-agreements/owf-contributor-license-agreement-1-0---copyright-and-patent>.
2. Open Web Foundation Approved Deliverable Agreement 1.0 ("OWFa 1.0"). Upon a Draft Deliverable being declared an Approved Deliverable, the Working Group chair will request in writing that all Working Group Participants execute the OWFa 1.0 with respect to that Approved Deliverable. Pursuant to the terms of the OWF CLA 1.0, it is anticipated that the Approved Deliverable will be subject to the OWFa 1.0, but neither this agreement nor the CLA 1.0 imposes a binding legal obligation on any Working Group Participant to execute the OWFa 1.0. The Open Web Foundation Final Specification Agreement is available at <https://sites.google.com/site/openwebfoundation/legal/the-owf-1-0-agreements/owfa-1-0>.
3. Patent Disclosure. Any Working Group Participant that does not execute the OWFa 1.0 for the Approved Deliverable within 30 days after the Working Group chair's written request to do so must disclose, in writing or via e-mail to the chair and all Working Group Participants, whether any of the Working Group Participant's individual Participants has personal knowledge that a Bound Entity, or any entity it Controls, has patents or published patent applications that contain Granted Claims as defined in the OWFa 1.0. Patent disclosures must provide the registration or application number/serial number for the applicable patent or published patent application to the Chair. No patent searches are required.

## Patent Policy Option 5: W3C Mode.

1. Licensing Commitment. Each Working Group Participant agrees to make available any of its Essential Claims, as defined in the W3C Patent Policy (available at <http://www.w3.org/Consortium/Patent-Policy-20040205>), under [the W3C RF licensing requirements](#) Section 5 (<http://www.w3.org/Consortium/Patent-Policy-20040205>), in Approved Deliverables adopted by that Working Group as if that Approved Deliverable was a W3C Recommendation.
2. For Exclusion. Prior to the adoption of a Draft Deliverable as an Approved Deliverable, a Working Group Participant may exclude Essential Claims from its licensing commitments under this agreement by providing written notice of that intent to the Working Group chair ("Exclusion Notice"). The Exclusion Notice for issued patents and published applications must include the patent number(s) or title and application number(s), as the case may be, for each of the issued patent(s) or pending patent application(s) that the Working Group Participant wishes to exclude from the licensing commitment set forth in Section 1 of this patent policy. If an issued patent or pending patent application that may contain Essential Claims is not set forth in the Exclusion Notice, those Essential Claims shall continue to be subject to the licensing commitments under this agreement. The Exclusion Notice for unpublished patent applications must provide either: (i) the text of the filed application; or (ii) identification of the specific part(s) of the Draft Deliverable whose implementation makes the excluded claim an Essential Claim. If (ii) is chosen, the effect of the exclusion will be limited to the identified part(s) of the Draft Deliverable. The Executive Director will publish Exclusion Notices.