

Joint Development Foundation Projects, LLC

Membership Agreement

This “Membership Agreement” establishes your membership with the Project identified below. This Project operates as a subsidiary/series of Joint Development Foundation Projects, LLC.

- Project Name.
 - Project Name. **Decentralized Identity Foundation**
 - Formal Name. Joint Development Foundation Projects, LLC, Decentralized Identity Foundation Series.
- Project Description. Provide a neutral and inclusive place for the decentralized identity community to collaborate.

The foundation will cultivate ideas & emerging specifications by enabling industry-wide discussions, experimentation (testing of hypothesis) and demonstration of interoperability. It will encourage an implementation led approach based on open source code contributions to developing an interoperable identity stack which can be used and adopted without restrictions.

Also, it will collaborate closely with standardization bodies to ensure more matured concepts or specifications can be formalized standards in the most suitable organizations.

- Steering Committee Composition.
 - Designated by Steering Committee Consensus. The Steering Committee will nominate, accept, and remove Steering Committee participants from the Associate membership class, subject to that party’s agreement to serve on the Steering Committee.
- Initial Project Leadership.
 - Initial Executive Director. Rouven Heck - ed@identity.foundation
 - Initial Treasurer. Daniel Buchner
 - Initial Steering Committee members. Kendra Bittner, Karyl Fowler, Kim H. Duffy, Markus Sabadello, Dan Gisolfi, Sam Curren, Rouven Heck, Daniel Buchner
- Project Funding.
 - Dues Based. Membership dues are set forth below, subject to change during subsequent terms upon at least 90 days’ notice prior to expiration of the then current term.
 - Associate Dues. tiered fees as set forth in *Appendix C*
 - Contributor Dues. \$0 per year. - limitations apply, set forth in *Project Charter 2.3* and *Participation Matrix*

By executing this Membership Agreement, the undersigned parties agrees to be bound by this Membership Agreement, the Project Charter, and the terms of the Working Group Charter(s) it executes.

By the Project

<i>Signature:</i>	
<i>Print Name:</i>	
<i>Title:</i>	
<i>Company Name:</i>	Decentralized Identity Foundation
<i>Email:</i>	
<i>Address:</i>	1 Letterman Drive Building D, Suite D4700 San Francisco, CA 94129
<i>Date:</i>	

By the ☐ Steering Member/ ☐ Associate/ ☐ Contributor

<i>Signature</i>	
<i>Print Name:</i>	
<i>Title:</i>	
<i>Company Name:</i>	
<i>Email:</i>	
<i>Address:</i>	
<i>Date:</i>	

Joint Development Foundation Projects, LLC

Project Charter

This “Project Charter” establishes the terms under which this Project will operate as a subsidiary/series of Joint Development Foundation Projects, LLC. The Joint Development Foundation’s role in the Project is, unless otherwise requested by the Project, limited to confirming that Projects conduct their activities in accordance with the Joint Development Foundation’s corporate purpose and policies, such as its non-profit status, accounting, and regulatory guidelines. Projects are otherwise independent. The Joint Development Foundation may help provide the Project with value-added and fee-based services at the election of the Project.

1. Project Initiation. The Project will become effective upon execution of a Membership Agreement for this Project by 2 Steering Committee members. New parties may join the Project upon Approval of the Steering Committee.
2. Membership Levels.
 - 2.1. Steering Member. Steering Members may participate in each Working Group and, unless waived per the Membership Agreement, the Steering Committee.
 - 2.2. Associate. Associates may participate in each Working Group, but do not participate on the Steering Committee.
 - 2.3. Contributor. Contributors may participate in Working Group(s) set forth by the Steering Committee, but do not participate on the Steering Committee and are not eligible to participate in decisions that require a Supermajority Vote.
3. Organization.
 - 3.1. Steering Committee. The Steering Committee is the body that is responsible for governing the Project.
 - 3.2. Leadership.
 - 3.2.1. Executive Director. The Project will have an Executive Director whose responsibilities are set forth in the Series Agreement and will include leading the Steering Committee, organizing meetings, organizing voting, identifying new Working Groups, tracking Working Group progress, ensuring Working Group meet their goals, and any other activities approved by the Steering Committee. The Steering Committee approve a new Executive Director.
 - 3.2.2. Treasurer. If the Project is collecting funds, it will have a Treasurer whose responsibilities are set forth in the Series Agreement and will include overseeing the financial and accounting matters of the Project. The Steering Committee may Approve a new Treasurer.
4. Decision Making.
 - 4.1. Consensus/Voting/Approval. The Steering Committee and each Working Group will endeavor to make all decisions by consensus. Where the Steering Committee or Working Group cannot reach consensus with respect to a particular decision, the Steering Committee or Working Group will make that decision by a Supermajority Vote of the Steering Committee or Working Group Participants, as applicable.
 - 4.2. Notifications and Electronic Voting. The Executive Director is responsible for issuing all notifications of meetings and votes of the Steering Committee and each Working Group chair is responsible for issuing all notifications of meetings and votes of the Working Group for which it is the chair, in each case subject to the following minimum criteria: (i) in-person meetings require at least 30 days prior written notice, (ii) teleconference meetings require at least 7 days prior written notice (this requirement only applies to the notification of the first meeting of automatically recurring teleconference meetings), (iii) electronic votes require no advance notice but must be made pursuant to a clear and unambiguous ballot with only “yes” and “no” options, and the voting must remain open for no less than 7 days. These notification requirements with respect to the Project or that particular Working Group may be overridden upon unanimous consent of the Steering Committee or all applicable Working Group Participants that have attended and participated in at least 50% of the last 4 meetings of the Steering Committee or Particular Working Group.

5. Deliverable Development Process.

- 5.1. Working Groups. The Project may have multiple Working Groups, and each Working Group will operate as set forth in this Section and its Working Group Charter.
- 5.2. Working Group Chair. Each Working Group will designate a chair for that Working Group. A Working Group may select a new chair upon Approval of the Working Group Participants.
- 5.3. Working Group Requirements. Each Working Group must be comprised of at least 2 Working Group Participants. No Working Group Participant will be permitted to participate in a Working Group without first Joining the Working Group.

6. Conditions for Contributions. A Steering Member, Associate, or Contributor may not make any Contribution unless that Steering Member, Associate or Contributor is the exclusive copyright owner of the Contribution or has sufficient copyright rights from the copyright owners to make the Contribution under the terms of this Project Charter and applicable Working Group Charter. The Steering Member, Associate, or Contributor must disclose the identities of all known copyright owners in the Contribution.

7. Deliverable Development Process.

- 7.1. Pre-Draft. Any Working Group Participant or Contributor may submit a proposed initial draft document as a candidate Draft Deliverable of that Working Group. The Working Group chair will designate each submission as a “Pre-Draft” document.
- 7.2. Draft. Each Pre-Draft document of a Working Group must first be Approved by the Working Group Participants of that Working Group to become a Draft Deliverable. Once the Working Group approves a document as a Draft Deliverable, the Draft Deliverable becomes the basis for all going forward work on that deliverable.
- 7.3. Working Group Approval. Once a Working Group believes it has achieved the objectives for its deliverable as described in the Scope, it will progress its Draft Deliverable to “Working Group Approved” status.
- 7.4. Final Approval. Upon a Draft Deliverable reaching Working Group Approved status, the Executive Director or his/her designee will present that Working Group Approved Draft Deliverable to the Steering Committee for Approval. Upon Approval by the Steering Committee, that Draft Deliverable will be designated an “Approved Deliverable.”
- 7.5. Publication and Submission. Upon the designation of a Draft Deliverable as an Approved Deliverable, the Executive Director will publish the Approved Deliverable in a manner agreed upon by the Working Group Participants (*i.e.*, Project Participant only location, publicly available location, Project maintained website, Project member website, etc.). The publication of an Approved Deliverable in a publicly accessible manner must include the terms under which the Approved Deliverable and/or source code is being made available under, as set forth in the applicable Working Group Charter.
- 7.6. Submissions to Standards Bodies. No Draft Deliverable or Approved Deliverable may be submitted to another standards development organization without Approval by the Steering Committee. Upon Approval by the Steering Committee, the Executive Director will coordinate the submission of the applicable Draft Deliverable or Approved Deliverable to another standards development organization with Joint Development Foundation Projects, LLC. Working Group Participants that developed that Draft Deliverable or Approved Deliverable agree to grant the copyright rights necessary to make those submissions.

8. Withdrawal and Termination.

- 8.1. Term. The term of this agreement is 1 year from the date this agreement is countersigned by the Project. Upon the expiration of any term, this Project Charter will automatically renew for successive 1 year periods unless a party provides the other party with notice of its intent not to renew this Project Charter at least 30 days prior to the expiration of the then current term.
- 8.2. Withdrawal or Termination. A Steering Member, Associate, or Contributor may withdraw from a Working Group or the Project at any time by notifying the Executive Director in writing, and that withdrawal is effective upon receipt of the notice. Upon a Supermajority Vote of the Steering Committee (calculated without the vote of the party in question), a Steering Member, Associate, or Contributor may be terminated from the Project or withdrawn from a Working Group.
- 8.3. Project Termination. Upon a Supermajority Vote of the Steering Committee, the Project will cease and terminate as of the effective date designated in that vote. The Executive Director will coordinate with the Joint Development Foundation Projects, LLC to facilitate that termination.

- 8.4. Effect of Withdrawal or Termination. Upon a Steering Member's, Associate's, or Contributor's written withdrawal from a Working Group or upon the termination of its Project membership, all existing commitments and obligations with respect to the Project or Working Group, as the case may be, up to the effective date of withdrawal or termination will remain in effect, but no new obligations will be incurred. Notwithstanding the foregoing, the patent licensing commitments shall continue to apply to any patent claims that would be subject to a patent licensing commitment for a Final Specification that are included in a Draft Deliverable 45 days prior to the effective date of withdrawal or termination, unless otherwise excluded in accordance with the Working Group intellectual property licensing mode.
9. Representations, Warranties and Disclaimers. Steering Members, Associates, and Contributors represent and warrant that they are legally entitled to grant the rights and promises set forth in this agreement. IN ALL OTHER RESPECTS THE CONTRIBUTIONS ARE PROVIDED "AS IS." The entire risk as to implementing or otherwise using a Draft Deliverable or Approved Deliverable is assumed by the implementer and user. Except as stated herein, Steering Members, Associates, and Contributors expressly disclaims any warranties (express, implied, or otherwise), including implied warranties of merchantability, non-infringement, fitness for a particular purpose, or title, related to the material. IN NO EVENT WILL ANY STEERING MEMBER, ASSOCIATE, OR CONTRIBUTOR BE LIABLE TO ANY OTHER PARTY FOR LOST PROFITS OR ANY FORM OF INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER FROM ANY CAUSES OF ACTION OF ANY KIND WITH RESPECT TO THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THE OTHER MEMBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
10. Use of Name or Marks.
- 10.1. Participant Name or Marks. The Project may not use any Steering Member's or Associate's logo, trademark or service mark on any Project material without that party's express prior written authorization.
- 10.2. Project Identification. Projects may identify themselves as a Joint Development Foundation Project. The Project must use the formal Project name in all legal transactions.
- 10.3. Joint Development Foundation Listing. The Joint Development Foundation may publicly identify the Project, including its member list, as a Joint Development Foundation Project, unless the Executive Director otherwise notifies the Joint Development Foundation Executive Director in writing.
11. Non-Confidential, Restricted Disclosure. Information disclosed in connection with the Project and any Working Group activity, including but not limited to meetings, Contributions, and submissions, is not confidential, regardless of any markings or statements to the contrary. Notwithstanding the foregoing, Steering Members, Associates, and Contributors may not make any public disclosures of that information without the Approval of the Steering Members or Working Group, as applicable, authorizing that disclosure. Any distributions of technical information to third parties must include a notice materially similar to the following: "THESE MATERIALS ARE PROVIDED "AS IS." The owners and contributors expressly disclaim any warranties (express, implied, or otherwise), including implied warranties of merchantability, non-infringement, fitness for a particular purpose, or title, related to the materials. The entire risk as to implementing or otherwise using the materials is assumed by the implementer and user. IN NO EVENT WILL THE OWNERS AND CONTRIBUTORS BE LIABLE TO ANY OTHER PARTY FOR LOST PROFITS OR ANY FORM OF INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER FROM ANY CAUSES OF ACTION OF ANY KIND WITH RESPECT TO THIS DELIVERABLE OR ITS GOVERNING AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THE OTHER MEMBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE."
12. Antitrust. The Steering Members, Associates, and Contributors acknowledge that they may compete with one another in various lines of business and that it is therefore imperative that they and their respective representatives act in a manner that does not violate any applicable antitrust laws and regulations. Each Steering Member and Associate may have similar agreements with others. Each Steering Member and Associate may design, develop, manufacture, acquire or market competitive deliverables, products and services, and conduct its business, in whatever way it chooses. No Steering Member or Associate is obligated to announce or market any products or services. Without limiting the generality of the foregoing, the Steering Members, Associates, and Contributors agree not to have any discussion relating to any product pricing, methods or channels of product distribution, division of markets, allocation of customers or any other topic that should not be discussed among competitors.
13. New Versions of Agreement. Joint Development Foundation Projects, LLC. may develop new versions of the Project Charter and Working Group Charter, which the Steering Committee may adopt to supersede the current Project Charter and Working Group Charter. The new documents will become effective 30 days from the date of Steering Committee Approval.

14. Choice of Law/Venue. This agreement, and the rights of the parties hereunder, shall be construed pursuant to the laws of the State of Delaware (without regard to conflict of laws principles). The courts of Delaware, U.S.A. shall have jurisdiction and the parties waive any other jurisdiction.

15. Definitions.

- 15.1. “Affiliate” means an entity that directly or indirectly controls, is controlled by, or is under common control of that Steering Member, Associate, or Contributor.
- 15.2. “Approval,” “Approve,” or “Approved” means a decision made pursuant to Section 4.1.
- 15.3. “Approved Deliverable” means the final version and contents of any Draft Deliverable approved as an Approved Deliverable as set forth in Section 7.4.
- 15.4. “Associate” means a party, and that party’s Affiliates, that has executed this Project Charter at the Associate level, unless that Associate has withdrawn or been terminated from the Project, or has changed membership level.
- 15.5. “Contribution” means any original work of authorship, including any modifications or additions to an existing work, that the Steering Member, Associate, or Contributor intentionally submit for inclusion in the Draft Deliverable or Approved Deliverable, which is included in the Draft Deliverable or Approved Deliverable. For the purposes of this definition, “submit” means any form of electronic, oral, or written communication for the purpose of discussing and improving the Draft Deliverable or Approved Deliverable, but excluding communication that the Steering Member, Associate, or Contributor conspicuously designate in writing as not a contribution.
- 15.6. “Contributor” means a party, and that party’s Affiliates, that has executed this Project Charter at the Contributor level, unless that Contributor has withdrawn or been terminated from the Project, or has changed membership level.
- 15.7. “Control” means direct or indirect control of more than 50% of the voting stock or decision-making authority.
- 15.8. “Draft Deliverable” means all versions of the material (except an Approved Deliverable) developed by a Working Group for the purpose of creating, commenting on, revising, updating, modifying, or adding to any document that is to be considered for inclusion in the Approved Deliverable.
- 15.9. “Project” means the name of the Project set forth in Section 1 that is established under this Project Charter as a Joint Development Foundation Projects, LLC series.
- 15.10. “Series Agreement” means the agreement that establishes the Series under Joint Development Foundation Projects, LLC that this Project operates under.
- 15.11. “Scope” means a description of the deliverables that a given Working Group will develop as set forth in that Working Group’s Charter.
- 15.12. “Steering Member” means a party, and that party’s Affiliates, that has executed the Membership Agreement for this Project either 1) as a Steering Member, or 2) who has joined the Steering Committee in response to the Steering Committee’s nomination, as applicable per the Steering Committee composition election in the Membership Agreement, unless that Steering Member has withdrawn or been terminated from the Project, or has changed membership level.
- 15.13. “Supermajority Vote” means an affirmative vote of no less than 3/4 of Steering Members or Working Group Participants, as applicable, that have attended/participated in at least 50% of the last 4 meetings of the group conducting the vote, where each Steering Member or Working Group Participant will receive only 1 vote regardless of how many individuals from that Steering Member participate. To ensure the group is capable of making decisions, the voting requirement for attendance/participation of at least 50% of the last 4 meetings shall be waived if there have not yet been 4 meetings.
- 15.14. “Working Group” means a working group established under this Project via a Working Group Charter to develop Deliverables within the Scope. Each Working Group must have a Scope.
- 15.15. “Working Group Participant” means a Steering Member, Associate, or Contributor who executed the Working Group Charter for a particular Working Group.

Working Group Charter (template)

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. Only Project Steering Members, Associates, and Contributors, as applicable, that have executed this Working Group Charter will be bound by its terms and be permitted to participate in this Working Group.

1. Working Group Name. **[Insert Working Group Name]**.
2. Working Group Scope. **[Insert Working Group Scope]**.
3. 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 other than source code. The copyright mode for this Working Group is.
 - Creative Commons Attribution 4.0, as set forth in Appendix A,
.
4. 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 Deliverable or Approved Deliverable other than source code. The patent mode for this Working Group is:
 - W3C Mode, as set forth in Appendix A,

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.
5. 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. Source code may not be a required element of an Approved Deliverable specification.
 - Apache 2.0, available at <http://www.apache.org/licenses/LICENSE-2.0.html>.
6. 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 DIF Feedback Agreement

By the Project

<i>Signature:</i>	
<i>Print Name:</i>	
<i>Title:</i>	
<i>Company Name:</i>	Decentralized Identity Foundation
<i>Email:</i>	
<i>Address:</i>	1 Letterman Drive Building D, Suite D4700 San Francisco, CA 94129
<i>Date:</i>	

By the Steering Member/Associate/Contributor

<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

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

W3C Mode.

Licensing Commitment. For materials other than source code developed by the Working Group, 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](http://www.w3.org/Consortium/Patent-Policy-20040205) 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. Source code developed by the Working Group is subject to the license set forth in the Working Group charter.

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.

Appendix C

Rules, Guidelines, and Initial Activities

To accomplish the goals of the JDF Project Charter and Decentralized Identity Foundation Working Group Charters, the Steering Committee and Associates members also agree to the following:

ANNUAL DUES

- Associate Member:
 - Fee structure: based on employee count
 - 1-10 employees: \$1,500
 - 11-100 employees: \$3,000
 - 101-500 employees: \$7,000
 - 501-2,500 employees: \$10,000
 - 2,501-10,000 employees: \$25,000
 - 10,001+ employees: \$50,000
- Contributor:
 - Fee structure: Free (limitations apply, set forth in *Project Charter 2.3* and *Participation Matrix*)

Financial Hardship Evaluation:

If for some reason an organization or group can prove a legitimate financial hardship that would prevent them from paying the above amounts, even after fee mitigation, the Steering Committee can grant a waiver on a case-by-case and year-by-year basis to help with the shortfall.

Non-Profit Organisations and Government Agencies:

For further assistance reach out to membership@identity.foundation

Individual Contributors:

For further assistance reach out to membership@identity.foundation