

# Joint Development Foundation Projects, LLC

## Project Charter

This "Project Charter" establishes the Project that 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 Name.

1.1. Project Name. Decentralized Identity Foundation

1.2. Formal Name. Joint Development Foundation, LLC, Decentralized Identity Foundation Series.

### 2. Project Description. The foundation will serve as the center for development, discussion, and management of all activities required to create and maintain a decentralized identity platform composed of interoperable protocols, formats, and code outputs.

### 3. Membership/Dues. The Project will become effective upon execution of this Project Charter by 2 Steering Members. New parties may join the Project upon Approval of the Steering Members.

Steering Member. Steering Members may participate on the Steering Committee and each Working Group. The membership dues are **[please see Appendix C for fee tiers]**, subject to change during subsequent terms upon at least 90 days' notice prior to expiration of the then current term.

Associate. Associates may participate in each Working Group, but do not participate on the Steering Committee. The membership dues are **[please see Appendix C for fee tiers]**, subject to change during subsequent terms upon at least 90 days' notice prior to expiration of the then current term.

### 4. Organization.

4.1. Steering Committee. The Steering Committee is the body that is responsible for governing the Project.

#### 4.2. Leadership.

4.2.1. Executive Director. The Project will have an Executive Director whose responsibilities are set forth in the Series Agreement and will include 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 Members. The Steering Committee may select a new Executive Director upon Approval of the Steering Members.

4.2.2. Initial Executive Director. **Daniel Buchner**, pursuant to Appendix C

4.2.3. 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 Project. The Steering Committee may select a new Treasurer upon Approval of the Steering Members.

4.2.4. Initial Treasurer. **Wayne Vaughan**, pursuant to Appendix C

### 5. Decision Making.

5.1. 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 Members or Working Group Participants, as applicable.

- 5.2. Notifications and Electronic Voting. The Executive Director is responsible for issuing all notifications of meetings and votes of the Steering Members 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 all Steering Members or all applicable Working Group Participants that have attended and participated in at least 50% of the last 4 meetings of the Project or Particular Working Group.
6. Deliverable Development Process.
- 6.1. 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.
- 6.2. 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.
- 6.3. 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 notifying the Executive Director in writing of its intent to participate in that Working Group and signing the Working Group Charter.
7. Conditions for Contributions. A Steering Member or Associate may not make any Contribution unless that Steering Member or Associate 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 or Associate must disclose the identities of all known copyright owners in the Contribution.
8. Deliverable Development Process.
- 8.1. Pre-Draft. Any Working Group Participant 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.
- 8.2. Draft. Each Pre-Draft document of a Working Group must first be Approved by the Working Group Participants of that Working Group in order 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.
- 8.3. 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.
- 8.4. 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 all Steering Members for Approval. Upon Approval by the Steering Members, that Draft Deliverable will be designated an "Approved Deliverable."
- 8.5. 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.
- 8.6. Submissions to Standards Bodies. Upon Approval by the Steering Members, the Executive Director will coordinate the submission of the applicable Approved Deliverable to another standards development

organization, and the Working Group Participants that developed that Approved Deliverable agree to grant the copyright rights necessary to make those submissions.

9. Withdrawal and Termination.

- 9.1. 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.
- 9.2. Withdrawal. A Steering Member or Associate 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 all Steering Members (calculated without the vote of the Steering Member in question), a Steering Member or Associate may be terminated from the Project or withdrawn from a Working Group.
- 9.3. Termination. Upon a Supermajority Vote of the Steering Members, the Project will cease and terminated 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.
- 9.4. Effect of Withdrawal or Termination. Upon a Steering Member's or Associate'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.

10. Representations, Warranties and Disclaimers. Steering Members and Associates 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 and Associates 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 MEMBER OR ASSOCIATE BE LIABLE TO ANY OTHER MEMBER OR ASSOCIATE 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.

11. Use of Name or Marks.

- 11.1. 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.
- 11.2. Project Identification. Projects may identify themselves as a Joint Development Foundation Project. The Project must use the formal Project name in all legal transactions.

12. Project Listing.

Joint Development Foundation Listing. The Joint Development Foundation may publicly identify the Project, including its member list, as a Joint Development Foundation Project.

× Private. The Joint Development Foundation may not publicly identify the Project as a Joint Development Foundation Project unless specifically authorized by the Project Executive Director in writing.

13. 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 Working Group Participants 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."

14. Antitrust. The Steering Members and Associates 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 and Associates 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.
15. 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 Group Approval.
16. 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.
17. Definitions.
  - 17.1. "Affiliate" means an entity that directly or indirectly controls, is controlled by, or is under common control of that Steering Member or Associate.
  - 17.2. "Approval" or "Approved" means a decision made pursuant to Section 5.1.
  - 17.3. "Approved Deliverable" means the final version and contents of any Draft Deliverable approved as an Approved Deliverable as set forth in Section 8.4.
  - 17.4. "Associate" means a party that has signed this Project Charter at the Associate level, and that party's Affiliates, unless that Associate has withdrawn or been terminated from the Project.
  - 17.5. "Contribution" means any original work of authorship, including any modifications or additions to an existing work, that the Steering Member 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 conspicuously designate in writing as not a contribution.
  - 17.6. "Control" means direct or indirect control of more than 50% of the voting stock or decision-making authority.
  - 17.7. "Draft Deliverable" means all versions of a document (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.
  - 17.8. "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.
  - 17.9. "Series Agreement" means the agreement that establishes the Series under Joint Development Foundation Projects, LLC that this Project operates under.

- 17.10. “Scope” means a description of the deliverables that a given Working Group will develop as set forth in that Working Group’s Charter.
- 17.11. “Steering Member” means a party that has signed this Project Charter at the Steering Member level, and that party’s Affiliates, unless that Steering Member has withdrawn on been terminated from the Project.
- 17.12. “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.
- 17.13. “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.
- 17.14. “Working Group Participant” means a Steering Member or Associate who has executed the Working Group Charter for a particular Working Group.

**By the Project**

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

**By the Steering Member or Associate**

<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 has selected the following policy options as the default for all Working Groups (as noted in the Working Group Charter of each). No other policies 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.**

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.

### **Source Code Policy: Apache 2.0.**

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 license available at <http://www.apache.org/licenses/LICENSE-2.0.html>.

# Appendix B

## Feedback Agreement

### Feedback

The **Decentralized Identity Foundation** (“Project”) is developing processes, specs, and implementations of various technical and procedural elements of an interoperable, decentralized identity platform (the “Materials”). Project would like to receive input, suggestions and other feedback (“Feedback”) on the Materials. By signing below, you (on behalf of yourself if you are an individual and your company if you are providing Feedback on behalf of the company) grant the Companies under all applicable intellectual property rights owned or controlled by you or your company a non-exclusive, non-transferable, worldwide, perpetual, irrevocable, royalty-free license to use, disclose, copy, publish, license, modify, sublicense or otherwise distribute and exploit Feedback you provide for the purpose of developing and promoting the Materials and in connection with any product that implements and complies with the Materials. You warrant to the best of your knowledge that you have rights to provide this Feedback, and if you are providing Feedback on behalf of a company, you warrant that you have the rights to provide Feedback on behalf of your company. You also acknowledge that the Project is not required to incorporate your Feedback into any version of the Materials. You further agree that you and your company will not disclose it or distribute drafts of the Project Materials to third parties. Unless the parties agree otherwise, this obligation of non-disclosure will expire five (5) years from the date the material was disclosed to you.

### Source Code

Any source code you provide to the Project is subject to the Developer Certificate of Origin version 1.1, available at <http://developercertificate.org/>, and falls under the Apache 2.0 license, available here <http://www.apache.org/licenses/LICENSE-2.0.html>





# Appendix C

## Rules, Guidelines, and Initial Activities

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

**ICO/Token Sales:** New members may not offer (directly, indirectly, or as a beneficiary) an ICO/token for sale for a period of 6 months of after joining the Project. For any ICO/token sale thereafter, the Member shall not associate DIF's brand, logo, name, or other Members with the token/ICO in any way, including mentions on websites, materials, social media, press releases, etc.

### Membership Fees (per annum)

#### *Base fees:*

- Steering and Associate: \$50,000 – *this is the base fee for organizations with 10,001+ employees*
- Contributor: \$25 – *a non-voting member with access to meetings, events, and Working Group membership.*

#### *Reduced fee tiers:*

- Organizations with 1-10 employees pay \$1,500
- Organizations with 11-100 employees pay \$3,000
- Organizations with 101-500 employees pay \$7,000
- Organizations with 501-2,500 employees pay \$10,000
- Organizations with 2,501-10,000 employees pay \$25,000
- Organizations with 10,001+ employees pay \$50,000

#### *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.

By the Project	
Signature:	
Print Name:	
Title:	
Company Name:	
Email:	
Address:	
Date:	

By the Member	
Signature	
Print Name:	
Title:	
Company Name:	
Email:	
Address:	
Date:	