



Indicio Charter and Governance Framework

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Introduction

Indicio's mission is to accelerate the creation, adoption, and widespread use of verifiable identity credentials so that people have control over their digital identities and how they share their personal information in a way that is secure and protects their privacy.

We aim to do this through running the Indicio Network, a decentralized identity network using a blockchain-based distributed ledger to support mission-critical decentralized identity solutions; by developing and open-sourcing code for key technical components of a full decentralized identity ecosystem; by providing professional services to help companies and organizations build robust identity solutions for this ecosystem, and through advocacy for and education on decentralized identity.

As a professional services company, we incorporated as a Public Benefit Corporation because we believe that decentralized identity will have a transformative impact on society. Just as we have a right to control our identities and privacy offline, we have a right to control our identities and privacy online. Verifiable digital credentials enable everyone to have permanent, portable digital identities and to have control and consent over who they share their personal data with. Decentralized identity networks are the foundation for this transformational change.

As a Benefit Corporation, we are committed to building a successful and sustainable business based upon our social commitment to the value of decentralized identity. We believe that this is the most effective and accountable way to bring decentralized identity into existence. In this charter, we explain more about our mission, our values, our principles, and the commitments we have made to pursuing them.

We also believe that technology companies need to be socially responsible by putting the social impact of technology first. While this impact cannot always be foreseen, we can be guided by and accountable to our founding principles and values.

To be fully transparent and accountable to our commitments, we will publish an annual benefit statement on our website that will report the impact of the Indicio Network and our other efforts to promote and deliver decentralized identity.

1. Indicio's mission

- 1.1. **Our mission is to accelerate the creation, adoption, and widespread use of verifiable identity credentials so that people have control over their digital identities and how they share their personal information in a way that is secure and protects their privacy.**
- 1.2 Indicio will create and manage an enterprise grade decentralized identity network on a blockchain distributed ledger for the issuing and verification of digital credentials in mission-critical applications.
- 1.3 Indicio will support the network through network fees and, where necessary, through profit from its professional service activities.
- 1.4 Indicio will create a full ecosystem for decentralized identity and open source the relevant components so they can be freely used by the developer community to advance decentralized identity adoption.
- 1.5 Indicio will provide engineering and business services, along with training and documentation, to those companies and organizations that require support in building decentralized identity solutions.
- 1.6 Indicio will provide access to support and training for decentralized identity projects that promote a more equal and just society and that benefit communities historically marginalized from participating in and benefitting from new technologies.
- 1.7 Indicio will advocate for decentralized identity as a consumer right, and as the best method for addressing data privacy and security regulation.
- 1.8 Indicio will be an active member of the decentralized identity standards community in order to advance the business, governance, and technical standards supporting the adoption of verifiable digital credentials.
- 1.9 Indicio is committed to creating a diverse network through recruiting a diverse range of Node Operators. This means diversity in geographic area, industry, vertical, company and size, organizational, and institution type (nonprofit, Non Governmental Organization) and leadership and ownership structure.
- 1.10 Indicio is committed to the growth of a skilled and strong professional community in decentralized identity through internships and training programs.

2. Indicio's operations will reflect its values

- 2.1 The terms of use for Indicio's products and services will always be clear, fair, transparent, and consistent with our principles.
- 2.2 Indicio will not participate in any lobbying or campaigning for policies that undermine a person's right to a permanent, portable digital identity, or their right to control who they share their data with.
- 2.3 Indicio will take a neutral position towards the technology driving decentralized identity. This means that we will search for and use the best technology regardless of origin. This is the foundation for our independence, and it allows us to provide the architecture, tools, and support that our clients and partners need to execute their projects and deliver their services.
- 2.4 Indicio is committed to interoperability, so that credentials will be writeable and verifiable on different networks; this will enable decentralized identity to proliferate through a "network of networks" effect.
- 2.5 Indicio will support the identity community by open sourcing the tools it creates, whenever practical. This will help spur innovation, access, and adoption. We believe that an open source approach to technology is the best way to achieve success directly and as a community.
- 2.6 Indicio is committed to communicating its work clearly and comprehensively so that the concepts and technology that constitute decentralized identity are accessible and comprehensible to as wide an audience as possible. Such communication will ensure that we, as a business, align our operations with our public benefit mission, and that the public is capable of evaluating those benefits.
- 2.7 Indicio is committed to creating a collaborative and dynamic team culture where employees can professionally flourish while maintaining the work-life balance critical to living a fully-rounded life. We believe that our success is predicated on everyone being able and motivated to give their best. This means that our public benefit mission starts with their welfare—and by providing all team members with the best benefits we can give them. This means reward for hard work. This means feeling valued and knowing that as a company and by working together we can have a positive impact on our customers and the world.
- 2.8 As identity is universal, we will, as a company, strive to mirror that universality through diverse recruitment in all aspects of our company and work. We believe this is a critical responsibility for the decentralized identity community. We cannot

solve problems for the world without engaging the world to be part of those solutions.

3. Foundational principles for decentralized identity

- 3.1 People have a right to digital identities that are unique, portable, and permanent.
- 3.2 These digital identities may be delegated to a guardian according to established legal processes for reasons of a person's age, incapacity, or infirmity.
- 3.3 People or their guardians should have consent over who they, as data subjects, share personally identifying information (PII) with.
- 3.4 Decentralized identity will provide people with digital identities that meet these requirements and do so in a way that provides maximal privacy and security relative to the available capacities of decentralized identity technology.
- 3.5 Decentralized identity enables organizations to connect, directly, with individuals in a consent-based and privacy-preserving way, thereby limiting liability.
- 3.6 Decentralized identity enables organizations to implement decentralized authorization for individuals.
- 3.7 Decentralized identity should be available for devices.
- 3.8 Decentralized identity platforms should be accessible by non-digital means where feasible.

4. Indicio is committed to creating a more equitable society

- 4.1 We see decentralized identity as the means to giving people control of their identity, and the means to having formal, permanent identity for those who have none.

This control protects people's data and privacy, balancing individual rights against those of the corporations and organizations they interact with; but verifiable digital credentials also enable people to assert rights to property and gain access to services that were previously difficult or impossible.

By creating a network and ecosystem for decentralized identity we aim to catalyze this transformation. But we must also advocate and educate for this transformation too.

- 4.2 We see decentralized identity as facilitating and supporting new kinds of trust frameworks independent of those typically defined by governments and which will help generate more equitable societies.
- 4.3 As part of their job responsibilities, the Indicio team will participate in company mentorship programs for interns and employees.
- 4.4 Indicio will provide opportunities and paid time off for employees to provide professional mentorship and skills training in decentralized identity technology to people from groups underrepresented in technology. Indicio will also provide time and resources for employees and to receive appropriate education and training in this regard.
- 4.5 Indicio is committed to fighting inequality by promoting and sustaining a culture of inclusion. This means developing and recruiting a diverse company and board and nurturing an environment in which diversity can flourish.
- 4.6 Indicio is committed to working with and supporting the open source community and providing leadership when called upon.
- 4.6 Indicio will be an advocate for decentralized identity in society at all levels, and work with NGOs to ensure that its benefits are available to all.

5. Indicio is committed to environmental sustainability

- 5.1 Indicio promotes use of distributed ledger technology that is energy efficient.¹
- 5.2 As a company, Indicio will encourage policies and practices that limit environmental impact and minimize our carbon footprint.

¹ The use of a distributed ledger in decentralized identity does not involve “proof of work” or mining, both of which entail substantial energy costs. Instead, with the optimal network size being 25 or fewer nodes, writing credentials to the ledger is energy comparable to logging into a website or sending a form. Much of the activity in a decentralized identity ecosystem takes place off ledger. This all makes decentralized identity a low-energy consumption practice.

6. Definitions

Pertaining to the network:

- 6.1 The **Indicio Governance Framework** refers to Indicio’s governance, public benefit mission, policies, and rules. The authoritative version of the Governance Framework is located in the Indicio Code Repository and a convenience version is published on the Indicio website.
- 6.2 The **Indicio Ledger** is the collective term for all the ledgers on the Indicio Network, including the MainNet, DemoNet, and TestNet, and their sub ledgers, viz., pool, admin, main, config., etc.
- 6.3 The **Indicio Network** is a public, permissioned network built on Hyperledger Indy, Aries, and Ursa, and consisting of a MainNet, DemoNet, and TestNet. It is run by Indicio—the genesis node operator for the Network—and the Node Operators, of which Indicio is also a member. Public refers to being able to read and permissioned refers to being able to write to the ledger.

Network terminology:

- 6.4 A **Credential** is a digital assertion containing a set of claims about the identity attributes of an entity (as per IETF RFC 3986, Uniform Resource Identifier (URI), an entity is a resource of any kind that can be uniquely and independently identified).
- 6.5 A **Credential Definition** is a machine-readable definition of the semantic structure of a Credential based on a Credential Schema.
- 6.6 A **Credential Schema** is a machine-readable definition of the semantics of data structure. Schemas define the attributes in a Credential Definition.
- 6.7 A **DID** is the acronym for decentralized identifier, a unique, permanent URI (Universal Resource Identifier) for an identity.
- 6.8 A **DID Document** is a machine-readable document describing the public cryptographic keys, service endpoints, and other metadata associated with a DID.

Each DID points to a unique DID document on a ledger.

- 6.9 A **Revocation Registry** is a cryptographic data structure for recording the revocation status of credentials.
- 6.10 **Permissioned Write Access** refers to a network state where “Public Write Access” is not permitted. In this state, Transaction Authors may only write transactions with a signature from an approving Transaction Endorser.
- 6.11 **Public Write Access** refers to the state that a network is in when anyone can become a Transaction Author and write to the ledger. The Indicio Network does not, in its present state, allow Public Write Access.
- 6.12 **Public Read Access** means that anyone can access, audit, read, or download content on the Ledger, although there may be a fee to do so.
- 6.13 A **Tombstone** is a technical means of blocking public access to a ledger record without erasing that record. It is used only in the event of impermissible public data being written to the ledger in violation of Transaction Author and Endorser agreements.
- 6.14 A **Transaction** refers to the act of writing Schemas and Credential Definitions to the ledger for the purpose of issuing Credentials, creating Revocation Registries for the purpose of revoking credentials, updating Revocation Registries, creating a DID, adding or editing attributes to a DID, and rotating a DID’s key.
- 6.15 A **Transaction Author** refers to an entity using an application to write records to the Indicio Network for the purpose of issuing credentials. Credential issuing transactions include, but may not be limited to, writing Schema and Credential Definitions, creating Revocation Registries, and updating Revocation Registries. They can also write DID transactions to the ledger including DID creation, attribute creation and editing, and key rotation.
- 6.16 A **Transaction Endorser** refers to an entity that is authorized to approve the Transaction Authors writing to the ledger.

- 6.17 A **Trustee** refers to a person authorized to administer the governance and maintenance of the network. Multiple Trustee signatures are required to perform certain administrative and maintenance functions.

Pertaining to data privacy

- 6.18 **Data Controller** is defined by the EU General Data Protection Regulation (GDPR) as the natural or legal person, public authority, agency, or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.
- 6.19 **Data Processor** is defined by the EU General Data Protection Regulation (GDPR) as a natural or legal person, public authority, agency, or other body which processes Personal Data on behalf of a Data Controller.
- 6.20 **Data Protection Laws** mean California's Consumer Privacy Act (CCPA), the European Union's General Data Protection Regulation (GDPR), and any other national or international data protection and privacy laws, regulations, and regulatory requirements applicable to a party under this Agreement.
- 6.21 **Personal Data** means information that relates directly or indirectly to a data subject, including without limitation, names, email addresses, postal addresses, identification numbers, location data, online identifiers, or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the data subject.
- 6.22 **Node Data** means any information including any Personal Data that a Node Operator processes through the Node.
- 6.23 **Permissible Personal Data** refers to the Personal Data that a Transaction Author writes to the Indicio Network that is permitted under this Agreement and Indicio's Governance Framework, namely, but not limited to, identification numbers and online identifiers.
- 6.24 **Impermissible Personal Data** refers to personal data that the Transaction Author writes to an Indicio Network that is not covered under Permissible Personal Data.

6.25 **Process** or **Processing** means any operation or set of operations that is performed on Transaction data, whether or not by automated means, such as the access, collection, use, storage, disclosure, dissemination, combination, recording, organization, structuring, adaption, alteration, copying, transfer, retrieval, consultation, disposal, restriction, erasure and/or destruction of Transaction data.

7. Indicio Network policies

Network governance and administration

- 7.1 The Indicio Network is a public, permissioned network built on Hyperledger Indy, Aries, and Ursa, and consisting of a MainNet, DemoNet, and TestNet. It is run by Indicio—the genesis node operator for the Network—and the Node Operators. Public refers to being able to read and permissioned refers to being able to write to the ledger.

The MainNet is a central component of Indicio’s public benefit mission. While Indicio is legally responsible for meeting the terms of its benefit mission and has administrative and technical obligations to fulfill in order to achieve that mission (as described in this section), operational governance of the MainNet is achieved through Trusteeship in consultation with the Node Operators.

Indicio Trustees perform the following technical functions with the support of Indicio staff:

- a. Add or remove a Node Operator, Trustee, and Transaction Endorser DIDs after processing by Indicio staff.
- b. Add or remove a node during maintenance or due to an emergency.
- c. Approve network upgrades.
- d. Approve Auth_rules additions or changes.
- e. Approve Transaction Author Agreement additions or changes (i.e, sign the transactions).
- f. Respond to violations of Node Operator, Transaction Author and Endorser Agreements and enforce penalties as described in these agreements.
- g. Manage Tokens, if present, on the network.

Permission to write to the ledger requires prior agreement (the Indicio Transaction Author Agreement) and prior approval (the Indicio Transaction Endorser Agreement).

The network is run in accordance with Indicio’s public benefit mission, and the principles, procedures, and obligations set out in the Indicio Governance

Framework (this document) and the relevant controlled documents and legal agreements it specifies, namely:

- a. **The Indicio Network Trustee Agreement** describes the role and responsibilities of an Indicio Trustee, and serves as the legal contract between Indicio and the Trustee.
- b. **The Indicio Node Operator Application Process** describes how to apply to become a Node Operator and how those applications are processed.
- c. **The Indicio Node Operator Technical Requirements** describes the specific technical requirements for being a Node Operator.
- d. **The Indicio Network Node Operator Selection Process** stipulates the criteria for Indicio's Trustees to approve a Node Operator.
- e. **The Indicio Node Operator Agreement** is the legal contract between the Node Operator and Indicio.
- f. **The Indicio Node Operator Operations Guide** describes how Node Operators must be onboarded to the Indicio Network and the procedures required for retiring or terminating a Node.
- g. **The Transaction Author Agreement** describes the procedures, rules, terms, and conditions for writing to the Indicio ledger.
- h. **The Transaction Endorser Agreement** describes the procedures, rules, terms, conditions, and fee-setting for approving writes to the Indicio ledger.
- i. **The Indicio Network Data Processing Agreement** explains how the Indicio Network will comply with the European Union's General Data Protection Regulation (GDPR) and other applicable data protection laws.
- j. **Indicio's Anti-Bribery and Anti-Corruption Policy.**
- k. **The Indicio Incident Response Plan** is the plan for maintaining network operations under a variety of emergency scenarios.

7.1.1 As a network developed and run by a B-Corporation, and with the network fulfilling, in substantial part, the public benefit mission, Indicio has specific foundational responsibilities and obligations. These are:

- 7.1.2 Instantiate the network by organizing and configuring the genesis nodes.
- 7.1.3 Serve as a Trustee of the Network and recruit additional Network Trustees to ensure a minimum of three Trustees for the MainNet, at least one of which, but not all, shall come from Indicio.
- 7.1.4 Recruit, approve, and onboard genesis Node Operators to stand up the Network.
- 7.1.5 Chair Indicio's Trustee group to recruit, approve, and onboard additional Node Operators (as described in the Node Operator Application Process and Trustee Agreement) and with reference to our goals for a diverse network (1.9); manage the removal of Node Operators (and associated nodes) if they fail to meet the terms of the Node Operator Agreement.
- 7.1.6 Ensure a Node Operator fulfills all the procedures and requirements the Node Operator agreed to by signing the Node Operator Agreement.
- 7.1.7 Conduct regular maintenance of the network (as described in the Indicio Node Operator Agreement).
- 7.1.8 Upgrade network infrastructure as needed (as described in the Indicio Node Operator Agreement).
- 7.1.9 Provide rapid, clear reporting of issues, upgrades, and fixes to all Node Operators.
- 7.1.10 With guidance from the Node Operators, set, and update fees for write access.
- 7.1.11 Provide free business-level service packages for each Node Operator for a year following onboarding.
- 7.1.12 Administer a regular Node Operator forum for network governance.
- 7.1.13 Manage the addition or removal of a Transaction Endorser.
- 7.1.14 Enact emergency response measures in the event of an emergency to ensure network stability, as described in the Indicio Incident Response Plan.

- 7.1.15 Establish the metrics for measuring public benefit impact.
- 7.1.16 Publish an annual benefit report that includes an assessment of the public benefit impact of the Indicio Network based on its stated mission objectives (See section 1).
- 7.1.17 Establish self-audit metrics, conduct self-audit and publish results as part of yearly public benefit report. Transition to third-party audit as finances permit.
- 7.1.18 Serve as the legal entity designated as data controller with respect to GDPR and other relevant data privacy regulations, and ensure compliance from all Network actors to current data privacy laws.

It is our policy to be as consultative and collaborative as possible with Indicio's Node Operators in fulfilling these duties, and to provide Node Operators with as much prior notice as possible in enacting these duties.

- 7.2 Outside of the responsibilities that rest with Indicio, as noted in b (above), all Node Operators are co-equal in the operation of the Network. For issues not covered in the governance documents and legal agreements, decision-making on network operations and changes in governance will be made in consultation with the Node Operators.
- 7.3 The Indicio Network is committed to interoperability. We encourage those who use our network to use interoperable agents, and we encourage those who develop on our network to open-source code where possible.
- 7.4 The Indicio Network is resistant to censorship subject to compliance with applicable laws.
- 7.5 The Indicio Network is designed to be resistant to failure, and Indicio's strategy for growth will focus on developing geopolitical and hosting environment diversity among Node Operators.

Privacy policies

- 7.6 The Indicio Network is a public, permissioned ledger built and operating on the principles of privacy by design and default. No impermissible personal information is written to the ledger.

- 7.7. The Indicio Network enables selective disclosure.
- 7.8 It is network policy to be in compliance with the European Union’s General Data Protection Regulation (GDPR), the California Consumer Protection Act (CCPA), and Brazil’s Lei Geral de Proteção de Dados Pessoais (LGPD).

Anyone writing to the Indicio Network MUST comply with GDPR, CCPA, LGPD, and other relevant, jurisdictional data privacy regulations.

The roles and obligations of the Indicio Network with respect to Data Control and Data Processing under GDPR are covered in the Indicio Data Processing Agreement.

Auditing of GDPR compliance will be a two-stage process. We will start with quarterly internal audits. The second step will be to engage external auditors and legal experts to establish best practices for compliance with GDPR for decentralized networks with the goal of sharing these with the decentralized identity community.

Security policies

- 7.9 The Indicio Network is secure by design. We follow the Zero Trust Architecture model. Encryption must be by default.

Specific security policies, procedures, and requirements with respect to network operations are detailed in Indicio’s legal agreements and other relevant documents.

Compliance policies

- 7.10 We follow US, UK, and EU AML laws; our AML policy document is [here](#). (link)

Specification policies

- 7.11 We follow the W3C DID and DID document specifications as governed by the W3C Credentials Community Group. These specifications can be found [here](#).

Document policies

- 7.12 This document and the Indicio documents linked to this document are all controlled documents. Governance framework documents, with the exception of the Incident Response Plan are available [here](#).

8. Indicio Ledger access policies

Permissioned write access

- 8.1 The scope of the policies defined in this section is as follows:
 - a. The policies in this section **MUST** apply to the Indicio MainNet.
 - b. The policies governing write access to the Indico TestNet and DemoNet **MAY** be defined separately by Indicio in consultation with Node Operators.
- 8.2 Transactions can only be authored through Permissioned Write Access, whereby a Transaction Author can only write to the Indicio Network by using an authorized Transaction Endorser.
- 8.3 No Impermissible Personal Data is permitted on the Indicio Ledger.
- 8.4 Transaction authors **MUST** follow the terms set out in the Transaction Author Agreement, the Transaction Endorser Agreement, and the principles set out in the governance framework.
- 8.5 Transaction endorsers **MUST** follow the terms set out in the Transaction Endorser Agreement and the principles set out in the governance framework.

With respect to the Transaction Author Agreement, Indicio:

- 8.6 **MUST** publish a Transaction Author Agreement between a Transaction Author and Indicio (representing the Indicio Network as a whole) specifying the terms and conditions under which Transaction Authors agree to write to the Indicio Ledger, including the policies defined in all relevant controlled documents.
- 8.7 When necessary, shall revise the Transaction Author Agreement as a Controlled Document (subject to Trustee approval).
- 8.8 **MUST** publish the current version of the Transaction Author Agreement on the Indicio website and in the Indicio Code Repository. The authoritative version will be located in the Indicio Code Repository.

With respect to the Transaction Endorser Agreement Indicio:

- 8.9 MUST publish a Transaction Endorser Agreement between the Transaction Endorser and Indicio specifying the terms and conditions under which Transaction Endorsers agree to approve Transactions to the Indicio Ledger, including the policies defined in this Controlled Document.
- 8.10 When necessary, shall revise the Transaction Endorser Agreement as a Controlled Document (subject to Trustee approval).
- 8.11 MUST publish the current version of the Transaction Endorser Agreement on the Indicio website and in the Indicio Code Repository. The authoritative version will be located in the Indicio Code Repository.

Policies governing Node Operators

- 8.12 Node operators MUST follow the terms set out in the Node Operator Agreement, the Transaction Author Agreement, the Transaction Endorser Agreement and the principles set out in the governance framework.
- 8.13 There are, presently, no charges for public read access to the Indicio Ledger.
- 8.14 Indicio Node Operators are permitted to serve in the role of Transaction Endorsers under the following rules:
 - a. The Node Operator MUST agree to the terms and conditions of the Transaction Endorser Agreement by submitting a physically or digitally signed copy to Indicio.
 - b. The Node Operator must submit a separate DID for use as an Endorser on the Indicio Ledger.

Credential issuer policies

- 8.15 Credential issuers MUST sign the Transaction Author Agreement to write a schema, credential definition, and/or revocation registry (and associated revocation registry updates) to the Indicio Ledger.
- 8.16 Credential issuers MUST follow standard Hyperledger Indy processes for signatures.

- 8.17 The Indicio Network supports revocation and reissuance. The revocation mechanism allows an individual to prove that their credential has not been revoked. No list of revoked credentials is available.
- 8.18 Credential expiration is a system feature.
- 8.19 Credential issuers should follow NIST best practices and ToIP Foundation infrastructure.

Holder policies

- 8.20 Policies for holders are the responsibility of Agents. We recommend Agents follow NIST and best privacy practices.

Verifier policies

- 8.21 Policies for verifiers will be particular to each group and sector governance framework and to each signature style.

Guardianship policies

- 8.22 Indicio will develop policies for guardianship. At the moment, the function of guardianship resides with agents.

9. Document version

Version	Revision Date	Author	Description
1.0	10/02/2020	Trevor Butterworth	Original draft.
1.1	10/13/2020	Trevor Butterworth	Addition of section on ledger access policies; addition of definitions section
1.2	10/21/2020	Trevor Butterworth	Addition to definitions section; reordered. Moved detail of Node Operator permissioned write access obligations to Node Operator Agreement
1.3	11/01/2020	Trevor Butterworth	Format changes and some editorial clarifications.
1.4	11/03/2020	Trevor Butterworth	Clarified Network Trusteeship; revised GDPR to explain two-step audit approach.
1.5	11/19/2020 ²	Trevor Butterworth	Added additional governance documents to section seven referencing Trustees, Node Operator Selection Process, Onboarding, Termination, and DPA document.
1.6	11/30/2020	Trevor Butterworth	Incorporated material on Trusteeship in section 7.
1.7	01/12/2021	Trevor Butterworth, Ken Ebert, Sam Curran, Heather Dahl, Lynn Bendixsen	Review and minor edits and revisions

1.8	02/11/2021	Trevor Butterworth	Approved by Trustees
1.9	03/11	Trevor Butterworth	Added TOC and reformatted.
2.0	03/12	Trevor Butterworth	Reworded policies around public read access in both the glossary and the policy section, after motion by Trustees. Amended policy on publication/access to the Governance Framework after motion by Trustees. Authoritative version of GF to be stored at Indicio-controlled repository.