

Sovrin Founding Steward Agreement



Sovrin Board of Trustees

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Sovrin Founding Steward Agreement

[Approved by the Sovrin Foundation Board of Trustees on 22 March 2017](#)

This Sovrin Founding Steward Agreement (“Agreement”) is entered into between the **Sovrin Foundation**, a nonprofit corporation organized under the laws of the State of Utah, United States of America, and _____ (“**Steward**”), a _____ organized under the laws of _____, effective this _____ day of _____, 2017, for the purpose of establishing the initial operational version of the Sovrin Network for the mutual benefit of the Sovrin Foundation, Identity Owners, Stewards, Agencies, Developers, and any other participants in the Sovrin Network, all as defined in the [Sovrin Provisional Trust Framework](#) (“PTF”), which is attached hereto as Annex 1, and in any successor Sovrin Trust Framework (“STF”).

1. Definitions

The definitions in the PTF (Annex 1) are included herein by reference and signalled by initial capital letters.

2. Sovrin Foundation Obligations

The Sovrin Foundation shall:

1. Develop and maintain the Sovrin Trust Framework, including the Provisional Trust Framework and any subsequent revisions, to govern the operation of the Sovrin Network in accordance with the purpose and principles in Section 2 of the PTF.
2. Appoint and oversee the Technical Governance Board responsible for the development and maintenance of the Sovrin Open Source Code and the Technical Policies of the Sovrin Trust Framework in accordance with the purpose and principles in Section 2 of the PTF.
3. Develop and maintain Sovrin Trust Marks as specified by the policies and procedures in the PTF.
4. Invite Stewards as specified by the policies and procedures in the PTF.
5. Invite Trust Anchors as specified by the policies and procedures in the PTF.

6. Accept Agencies who voluntarily become Members of the Sovrin Network.
7. Accept Developers who voluntarily become Members of the Sovrin Network.
8. Monitor and analyze the performance and reliability of the Sovrin Network and when necessary enforce Sovrin Trust Framework policies to ensure its continued health.
9. Promptly notify Stewards of:
 - a. Suspected attacks, malware or other threats that could reasonably affect Stewards' operations or equipment.
 - b. Sanctions or changes in status affecting particular Identity Owners, Agencies, Developers, or other Stewards.
 - c. Material changes in relevant software, technical standards, or other policies required to operate a Sovrin Node or interact with the Sovrin Ledger.
10. Conduct public education and promotion of the Sovrin Network and its purpose, principles, policies, and uses.
11. Ensure the economic sustainability of the Sovrin Foundation and the Sovrin Network so as to be able to carry out these obligations on behalf of all Members.

3. Steward Obligations

The Steward shall:

1. Operate a Validator Node of the Sovrin Network in compliance with the Business Policies, Legal Policies, and Technical Policies of the PTF.
2. Begin operation within 30 day period after the date first shown above, or by the start date of the Provisional Network as announced by the Sovrin Board of Trustees, whichever is later.
3. Provide such performance, security, and reliability data to the Sovrin Foundation or to the public as required by the PTF, and in particular the data specified in the Steward Security Monitoring and Reporting Requirements in section 7.2 of the PTF.
4. Provide input and feedback to the Sovrin Trust Framework Working Group to assist in the development and public review of the Sovrin Trust Framework V1 that will go into effect for the General Availability Network.
5. Provide input and feedback to the Sovrin Technical Governance Board in the development of the Technical Roadmap and to assist in the testing, evaluation, and improvement of the Provisional Network and its transition to the General Availability Network.
6. Conform to all policies set forth in the PTF that apply to Trust Anchors.
7. If the Steward elects to serve as a Guardian, conform to all policies set forth in the PTF that apply to Guardians.

4. Term and Termination

1. This Agreement commences on the date first given above and terminates on the

effective date of the termination of the Provisional Network and the commencement of the General Availability Network.

2. Either Party may terminate this Agreement earlier by giving the other Party fifteen (15) days' written notice (which may be by email) to the individual executing the Agreement below or to another individual designated by that person.

5. Confidentiality and Publicity

1. Each Party shall maintain the confidentiality of materials and information furnished by the other Party and designated by that Party as "Confidential" as though it were the first Party's own confidential information, for a period of five (5) years following disclosure.
2. Steward shall coordinate with the Sovrin Foundation in advance concerning any media announcements or publicity regarding the Provisional Network or the timing or introduction of the General Availability Network.
3. Notwithstanding paragraph 1, above, by this Agreement Steward grants the Sovrin Foundation permission to publish:
 - a. Public Profile information about Steward as defined by the PTF, including the display of the Steward's logo or other trademarks in connection with relevant Sovrin public announcements about the Provisional Network, the Sovrin Foundation, and the Sovrin website and social media;
 - b. Information about the performance and reliability of Steward's Validator Node;
 - c. Anonymous or aggregated data about the overall operation of the Sovrin Network.

6. Intellectual Property

Each Party shall retain all rights to its own intellectual property, and this Agreement shall not be construed as a license to intellectual property rights except where it explicitly so provides.

The Parties intend that contributions by the Parties toward the development of Sovrin trademarks or trust marks, documents, test protocols, software, and other intellectual property during the term of this Agreement will become the property of the Sovrin Foundation, to be held and used for the benefit of the Sovrin Network.

7. Disclaimer of Warranties

EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER PARTY MAKES ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE,

8. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY DIRECT, INDIRECT, SPECIAL, OR OTHER CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR DATA ON YOUR EQUIPMENT, OR OTHERWISE, EVEN IF THE OTHER PARTY IS EXPRESSLY ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. The Parties intend that termination shall be the sole remedy for first-party complaints in the Provisional Network phase.

9. Mutual Indemnification

With the exception of any claims, actions, or proceedings by third parties alleging patent infringement by a Party, each Party shall defend, indemnify, and hold harmless the other Party, its current and former affiliates, and its current and former officers, directors, employees, representatives, successors and assigns, from and against any and all liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and expenses) incurred as a result of any claim, action, or proceeding brought by a third party arising out of or relating to such Party's violation of its obligations under this Agreement or failure or alleged failure to comply with applicable laws, **up to the amount covered by professional liability insurance of each Party**, provided each Party shall promptly notify the other Party in writing of any such claim, action or proceeding, promptly give the other Party the opportunity to assume sole control of the defense or settlement of such claim, action or proceeding, and give the other Party all necessary information and assistance (at the other Party's sole expense) in connection with such defense and settlement. Either Party shall have the right to retain counsel and participate in such defense or settlement. Neither Party shall settle any matter subject to indemnification without the prior written consent of the other Party; provided, however, that such consent shall not be required if the settlement will not impose any restriction or liability on the other Party that is not fully discharged.

10. Compliance with Law

Each Party shall comply with all applicable laws and shall cooperate with the other Party in complying with applicable laws and lawful subpoenas, orders, or investigative demands.

11. Governing Law and Forum

This Agreement shall be governed and construed in accordance with the laws of the State of

New York, United States of America, excluding that State's choice-of-law principles, and all claims relating to or arising out of this contract, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of New York, excluding that State's choice-of-law principles.

All disputes arising out of or in connection with the present Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. Unless the Parties otherwise mutually agree, such arbitration shall be conducted in the English language in New York City.

12. Signatures

For Sovrin Foundation:

(Signature and title)

For

(Signature and title)