Sovrin Identity Owner Agreement

Sovrin Board of Trustees

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Sovrin.org

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

BY REQUESTING A DECENTRALIZED IDENTIFIER ("DID") FROM A SOVRIN TRUST ANCHOR, YOU REPRESENT THAT YOU ARE AN ADULT WITH THE LEGAL CAPACITY TO ENTER INTO THIS AGREEMENT FOR YOURSELF OR THE AUTHORITY TO ACT FOR THE INDIVIDUAL OR LEGAL PERSON NAMED IN THE APPLICATION FOR A DID, THE SOVRIN IDENTITY OWNER. YOU OFFER AND AGREE TO BE LEGALLY BOUND BY THE FOLLOWING TERMS AND CONDITIONS:

This Sovrin Identity Owner 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 **Identity Owne**r ("**You**") effective on the date on which You first receive a Sovrin Identity from a Sovrin Trust Anchor, 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 defined terms in the PTF are included herein by reference and signalled by initial capital letters.

2. Obligations of the Sovrin Foundation

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. Identity Owner Obligations

You agree to the Sovrin Promise—to uphold the purpose, principles, and policies of the Sovrin Provisional Trust Framework and any successor Sovrin Trust Framework, including any special policies applying to roles for which You qualify and elect such as Trust Anchor and Guardian—and to abide by all applicable laws and regulations.

You agree not to knowingly abuse, attack, spam, or otherwise take any malicious action against the Sovrin Network and not to knowingly interfere with the use or enjoyment of the Sovrin Network by other Members.

4. Trust Anchor Obligations

The obligations and privileges of Trust Anchors, and the process for designating Trust Anchors, are defined in the PTF and STF, which are incorporated herein by reference.

5. Guardian Obligations

The obligations and privileges of Guardians, and the process for designating Guardians, are defined in the PTF and STF, which are incorporated herein by reference.

6. 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 person executing the Agreement below or to another person designated by that person.

7. Confidentiality and Publicity

1. The Parties agree to abide by any confidentiality provisions of the PTF and STF policies and procedures that apply to Identity Owners and, if You become a Guardian or Trust Anchor, those that apply to Guardians or Trust Anchors.
2. The Parties agree to abide by any publicity provisions of the PTF and STF policies and procedures that apply to Identity Owners and, if You become a Guardian or Trust Anchor, those that apply to Guardians or Trust Anchors.

8. 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 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.

9. 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, NON-INFRINGEMENT, ACCURACY OR COMPLETENESS OF DATA.

10. Limitation of Liability

IN NO EVENT SHALL THE SOVRIN FOUNDATION BE LIABLE TO YOU 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 SOVRIN FOUNDATION IS EXPRESSLY ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

11. 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 or investigative demands for records or information.

12. 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.

13. Acceptance by Sovrin Foundation

For the Sovrin Foundation:

_/preprinted signature/_____

(Signature and title)