SIA Open Source Charter for the development of a Standard of Interconnection between Registries

Secure Identity Alliance

September 2018

1. Introduction/ Purpose

1.1.

The purpose of this Charter (the "Open Source Charter") is to set the principles of support by the Secure Identity Alliance (the "SIA") for the development of the functional and technical specifications of a standard Application Programming Interface ("API") for the sustainability and the interoperability of ID systems while achieving compliance with the goals of the Secure Identity Alliance (the "SIA") to foster awareness, openness and competition in the identity management /eGovernment market, to the benefit of the public authorities and the general public.

1.2.

Open source software development implies a waiver of intellectual property rights in the sense that the author of a software or a piece of software, and the associated documentation, shall have no right to claim for a reward when someone else is making something with this software.

This charter seeks to make SIA Members and Observers aware of this principle. It implies the adoption of an "open culture" at the opposite of the proprietary one.

2. Definitions

2.1.

Capitalized terms used in this Open Charter shall have the meaning set forth in the SIA's Articles of Association and Internal Bylaws (as amended from time to time).

2.2.

In addition, the capitalized terms listed below shall have the following meaning:

"EQUIPMENT" means any system or device conforming to the standard or specifications;

"ESSENTIAL" when used in relation to IPR means that it is not possible on technical (nor commercial) grounds, taking into account normal technical practice and the state of the art generally available at the time of definition of the standards or specifications, to make, sell, lease, otherwise dispose of, repair, use or operate Equipment or Methods which comply with a standard or specification without infringing that IPR. For the avoidance of doubt, in exceptional cases where a standard or specification can only be implemented by technical solutions, all of which are infringements of IPRs, all such IPRs shall be considered Essential;

"IPR" shall mean any intellectual property right conferred by law, including copyright;

"MANUFACTURE" means production of Equipment;

"METHODS" means any method or operation conforming to a standard or specification;

"SECURE IDENTITY ALLIANCE DOCUMENT" means any document written, created, designed or developed by a Member or any of its directors, officers or employees either individually or jointly within a Working Group or any other working structure of the SIA or as a result of any work carried out on behalf of such Working Group or structure and identified as a document of the SIA.

AND

"CONTRIBUTION": any intellectual contribution, including software and associated documentation, made by an SIA Member or an Observer or anybody else, jointly or separately, brought in a SIA Working group or other SIA structure, or made in the framework of SIA Work groups or SIA other structures, and not only under the form of a standard or of a specification.

"FORGE": The platform used to manage, coordinate, lead, promote and track the Project.

"INPUT": any intellectual contribution in the Project, made through the Space.

"OPEN SOURCE CHARTER" means this SIA's Intellectual Property Rights policy;

"OPEN LICENSING TERMS" refers to the license undertaking described in Annex 3 hereafter.

"PROJECT": The project identified and promoted by SIA, with a given name or number, and with a dedicated space (the "SPACE") on a Forge, managed by SIA.

"SOFTWARE": the source code and associated documentation, part of an Input. Associated documentation is part of the Software as soon as it is delivered in the Space.

3. Status of the Contributions

3.1.

In order to participate in the Project each individual shall sign an undertaking in accordance with the model provided in Annex 3 (hereafter referred as the "Open licensing terms"), evidencing his/her employer or principal is aware of the Open source licensing terms applying to its Contributions.

As a rule, any participation in a Working Group or any other working structure of the SIA dedicated to open source development shall presume that the Member or the Observer or anyone else invited has accepted the said Open licensing terms and has no IPR or other rights to claim in this regard.

Each Member shall inform the SIA, immediately, of Essential IPRs that may fully or partially cover elements of standards or specifications or any other Contribution prior to such standards or specifications / or Contribution / being deposited, as "Input", in the Space.

At each meeting of a Working Group the person chairing it will make clear to all participants about what will be published and what will be publishable in the Space, how and when.

3.2.

The information referred to in Clause 3.1 shall be provided to the Secretary General of the SIA according to the IPR Information Statement, attached as Annex 1.

In the event that a Member or Observer or anyone else invited, intentionally or not, omits to declare Essential IPRs with respect to a given standard or specification, or other Contribution, the Member shall be deemed to have forfeited its right to withhold a license from SIA or from anyone else or to claim for any IPR in consideration of the said Open licensing terms. In addition, the Board may decide to terminate the Member's membership of the SIA.

3.4.

For the avoidance of doubt, the obligations set forth in Clause 3.1 do not imply an obligation on a Member to conduct IPR searches.

4. Licensing Declaration

4.1.

When an IPR that is Essential with respect to a standard or specification or contribution is brought to the attention of the Secretary general, the latter shall immediately request the IPR holder to give, within ONE WEEK, a written confirmation that the IPR holder is prepared to grant perpetual license to such IPR on fair, reasonable and non-discriminatory conditions to SIA.

4.2.

The written confirmation of license referred to in Clause 4.1 shall cover the IPR use to at least allow its licensing by SIA in accordance with the said Open licensing terms.

4.3. LICENSING TO SIA

SIA collects the Contributions of SIA Members or Observers through the Working Groups or other SIA structures, and publish them in the Space, as an "Input" in the Project.
SIA Members and Observers, when they bring or develop their Contributions (individually or jointly) to / within the said Working Groups, or other SIA structures, license their Contributions to SIA under the said Open licensing terms and the related IPR will belong to and vest in the SIA, as a rule automatically, or under the terms provided in articles 4.1 and 4.2 here above, AND, in all cases :

> Allow SIA to publish these Contributions in the SPACE under the sole SIA name;

> Shall not publish these Contributions in the SPACE or elsewhere without mentioning SIA exclusive titularity (by a clear mention "sole copyright of Secure Identity Alliance/ Year"), and shall refrain to publish these Contributions other than in the Space. SIA shall be further entitled to add this said copyright mention, unilaterally and directly in the Space, to any Input which could reasonably be considered as a Contribution of an SIA Member or of an Observer within a Working Group or other SIA structure, eventually along with the mention of the authors or of their employing companies (but, in this case, not making any confusion which could lead to understand a restriction to the said exclusivity

of SIA); Through this mechanism SIA will acquire intellectual assets dedicated to the Project and ruled by the said Open licensing terms. It will then reinforce the SIA leadership in the Project.

4.4.

The written confirmation referred to in Clause 4.1 shall be provided to the Secretary general according to the IPR Licensing Declaration, attached as Annex 2.

5. Record of Information Statements and Licensing Declarations

A record of the IPR Information Statements and IPR Licensing Declarations shall be placed and retained in the files of the SIA and shall be accessible upon request.

6. Notice of Essential IPRs and Licensing Declarations

Any published standard or specification or Contribution containing Essential IPRs shall NOT refer to the claimed Essential IPRs nor to the IPR holders' licensing declarations.

7. Non-availability of Licensing Declaration

Where, prior to the publication, as Input, of a specification, standard, Contribution, an Essential IPR holder does not provide a Licensing Declaration in accordance with Clauses 4.1 and 4.2, the Secretary general shall NOT have to suspend the adoption of the standard or specification or Contribution.

8. Law and Regulation

The obligations contained in this Open Charter will be construed and interpreted in accordance with French law.

9. Observers

The obligations of Members in this Open Charter are extended to Observers or any other invited person, who shall execute a binding agreement before participating to SIA works.

ANNEX 1 - IPR INFORMATION STATEMENT FORM

IPR Holder/Organisation:

Legal Name:

Signatory

Name:
Position:
Department:
Address:
Tel: Fax:
E-mail:

IPR information statement

In accordance with the Secure Identity Alliance Open Source Charter, Clause 3.1, I hereby inform the Secure Identity Alliance that, with reference to the following Secure Identity Alliance standard or specification or Contribution: ....

It is my belief that the IPRs listed in the attached IPR Information Statement annex are, or are likely to become, Essential IPRs in relation to that standard or specification or Contribution.

The construction, validity and performance of this statement shall be governed by the laws of France.

Place,
Date:
Signature:
(Signed for and on behalf of the SIGNATORY)

Please return this form duly signed to:

For the attention of Jean-Claude Perrin, Secretary General, Secure Identity Alliance
Email: openapi@secureidentityalliance.org
Postal address: Secure Identity Alliance, 148, rue de l'Université, 75008 Paris, France

IPR Information Statement Annex

DESCRIBE:

› - THE STANDARD OR SPECIFICATION OR CONTRIBUTION IMPACTED

› - THE ORIGINATING PATENT APPLICATION MADE (NAME, DESCRPTION, NUMBER, FIRST CONCERNED OFFICE) or the other rights claimed

› THE NAME OF THE APPLICANT, of the IPR holder

› THE TERRITORIES OF PROTECTION RESERVED / ENVISAGED

Please return this form duly signed to:

For the attention of Jean-Claude Perrin, Secretary General, Secure Identity Alliance
Email: openapi@secureidentityalliance.org
Postal address: Secure Identity Alliance, 148, rue de l'Université, 75008 Paris, France

ANNEX 2 - IPR LICENSING DECLARATION FORM

IPR Holder/Organisation

Legal Name:

Signatory

Name:
Position:
Department:
Address:
Tel: Fax:
E-mail:

IPR licensing declaration

Secure Identity Alliance has been informed that the above designated Organization is the proprietor of the IPRs listed in the attached IPR Licensing Declaration annex and that these IPRs may be considered Essential with reference to the following Secure Identity Alliance standard or specification or Contribution :.....

The Signatory hereby declares that the above designated Organization is prepared to grant perpetual licenses under the IPRs on terms and conditions which are in accordance with Clauses 4.1 and 4.2 of the Secure Identity Alliance Open Source Charter, in respect of the standard or specification or Contribution.

The construction, validity and performance of this statement shall be governed by the laws of France.

Place,
Date:
Signature:
(Signed for and on behalf of the SIGNATORY)

Please return this form duly signed to:

For the attention of Jean-Claude Perrin, Secretary General, Secure Identity Alliance
Email: openapi@secureidentityalliance.org
Postal address: Secure Identity Alliance, 148, rue de l'Université, 75008 Paris, France

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> THE NAME OF THE APPLICANT, of the IPR holder

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Email: openapi@secureidentityalliance.org
Postal address: Secure Identity Alliance, 148, rue de l'Université, 75008 Paris, France

ANNEX 3 - OPEN SOURCE LETTER OF UNDERTAKING

LETTER OF UNDERTAKING FOR MY PARTICIPATION IN THE OPEN SOURCE SOFTWARE PROJECT

I, undersigned

Name
First name
Date of birth
Place of birth
E-Mail
Mobile phone number

Having presented the following identification title (passport, ID) number : ….

Participate in the Github open source software project Secure Identity Alliance Open API

Promoted by Secure Identity Alliance GIEE ("SIA"), a legal person having its head office at 148 rue de l'Université 75008 Paris, France, and registered under the number n° SIREN : 793135906, and represented by Jean-Claude Perrin, Secretary General, undersigned,

Heirein after called the "Project",

Through login in the dedicated Github space or any equivalent mean or additional tool designated by SIA,

In my name and on my behalf,

Or (choose an option, you cannot choose both)
In the name and on behalf of my employer ….(name, identification, tax number, adress),

In all cases I represent and warrant that:

- I have no conflicting rights with my employer, or anybody else, as regards the intellectual property or other rights which would derive from the inputs I bring in the Project (hereinafter called "Inputs"), through deposit in the dedicated Github space, [or any other instance designated by SIA],

- And that I have the ability to act on behalf of my employer or anybody else, would it be concerned, and to sign the present letter of undertaking on its behalf.

I understand and accept that, participating in the Project, I, or my employer or anybody else should it have rights in the Inputs,

- benefit of, and am / is bound by, the following license, regarding the Software (as per its definition precised here below in the license text) included in the Inputs,

- and that I am / It is / hold to attach this license to the Software (Creating a text file (typically named

LICENSE or LICENSE.txt) in the root of its source code and copying the text of the license into the file, Replacing [year] with the current year and [fullname] with the name (or names) of the copyright holders),

"License :
Copyright (c) [year] [fullname]

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE."

- And that any participating person is bound by the same terms, meaning that any software brought in the Project is ruled by these licensing terms i.e. not restraining nor increasing the licensee's rights regarding the Software or parts thereof,
- And that the Inputs are ruled by the same licensing regime,
- And that any "associated documentation" is presumed irrevocably being "Software";
- And that any of my Inputs will be recorded and mentioned to other participants, and may be erased and/or rejected at the discretion of SIA;
- And that I, or anybody else would it have rights in the Inputs, am / is further hold by the Github (or other tool or instance designated by SIA) conditions not conflicting the terms contained herein.

Any dispute or difficulty arising concerning this letter shall be settled amicably, and, after reasonable attempts to do so have failed, exclusively by jurisdictions or arbitration bodies located in Paris, France, even as regards preliminary injunctions, ex-parte procedures and third party interventions.

For any claim regarding this letter I will contact, at SIA: openapi@secureidentityalliance.org

(For Paper signature:)
Made in two originals in ….

Date:

Signature:
(The signature process may be also under electronic form)

On behalf of SIA: