

# IDENTITY ECOSYSTEM STEERING GROUP Inc. APPLICATION AND AGREEMENT

The **IDENTITY ECOSYSTEM STEERING GROUP Inc. ("IDESG")** will provide an open process for organizations and individuals to participate in the ongoing coordination, acceleration, harmonization and development of the Identity Ecosystem Framework; the overarching set of interoperability standards, risk models, privacy and liability policies, requirements and accountability mechanisms that structure the Identity Ecosystem.

This IDESG Application and Agreement (the "Agreement"), when signed by the applicant and accepted by the IDESG, constitutes a binding contract between IDESG and the Individual or Organization executing the signature page of this Agreement (the "Member"). Membership rights, privileges and obligations commence when the Agreement is signed by both parties (the "Effective Date").

**This Agreement must be printed and signed, and may be sent by mail, electronic mail or fax to the IDESG Secretariat, as follows (or such updated addresses as are posted per Section 5.1):**

**Mail: 2400 Camino Ramon, Suite 375, San Ramon, CA 94583**

**Email: [administrator@idecosystem.org](mailto:administrator@idecosystem.org)**

**Fax: 925-275-6691**

## **1. Membership Information.**

The information in **Schedule A** may be amended at any time in the official membership records of the IDESG by the Member Representative or Individual Member designated on **Schedule A** without amending this Agreement. A Member may change its Stakeholder Category on its renewal date or at any other time upon notice to IDESG; however, in the event a Member submits a change of categories request after the call for candidates for an election but before the close of the ballot of the election, the change of Category shall take effect upon the conclusion of the election process.

Membership information, as of the Effective Date, is set forth in **Schedule A**. The Member agrees to notify the IDESG if during the term of its membership it ceases to meet those qualifications and responsibilities.

## **2. Compliance and Obligations.**

**2.1 Governance.** The Member agrees to abide by all of the terms of IDESG's Articles of Incorporation (the "AOI"), Bylaws (the "Bylaws"), the Rules of Association (the "ROA") in force as of the date of execution of this agreement as set forth in ( <http://www.idecosystem.org/>) and all other rules specifically and collectively designated as Governance Documents as of the Effective Date of this Agreement (collectively, the "Governance Documents"). The IDESG may amend its Governance Documents, including the ROA or adopt additional Governance Documents at any time, and the Member agrees to abide by the terms thereof; provided, however, that: (a) any such new ROA amendment or Governance Document that would materially and potentially adversely affect Members' rights and obligations shall not bind the Member in less than thirty (30) calendar days from the date that Notice of such action is given to the Member in the manner set forth in Section 4 of this Agreement, and (b) no such amendment or a modified Governance Document shall have any retroactive effect. In the event that the Member does not wish to be bound by any such amendment or modified Governance Document, it may terminate its membership as provided in the ROA prior to the effective date thereof.

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**2.2 Intellectual Property Rights ("IPR") Policy and Other Policies.** The Member agrees to abide by the terms of the IDESG IPR Policy as set forth in **Schedule B** as of the Effective Date or as it may be amended thereafter by the Plenary, subject to the limitations of Section 2.1 of this Agreement. Notwithstanding other provisions of this Agreement, the Member acknowledges that some of its obligations under the IPR Policy may survive the termination of this Agreement and its membership in the IDESG, as more fully described in such IPR Policy.

**2.3 Conformance with Antitrust Laws.** It is the express policy of IDESG to require that all of its activities be conducted strictly in accordance with all applicable law including antitrust laws. It is extremely important that all members of the IDESG be aware of the types of activities prohibited by antitrust laws. If members have any specific questions relating to antitrust compliance they should seek advice from their own legal counsel.

### 3. No Other Licenses.

The IDESG and the Member each acknowledge and agree that, except for the rights expressly provided by this Agreement, the IPR Policy or any other agreement to which the IDESG and the Member are parties, neither the IDESG nor the Member grants or receives, by implication, estoppel, or otherwise, any rights under any patents or other intellectual property rights by reason of the Member's execution of this Agreement or membership in IDESG.

### 4. Term and Termination.

This Agreement shall continue in effect until such time as the Member's membership in the IDESG is withdrawn by the Member or terminated by IDESG in accordance with the ROA.

### 5. Notices.

Except to the extent otherwise explicitly required or permitted by the ROA or an IDESG Policy, all notices under this Agreement ("Notices") shall be delivered personally (by reputable international courier) or sent by mail or electronic mail, and (as appropriate) shall be sent to:

**5.1** IDESG at its address of record, as posted from time to time at:

<http://www.idecosystem.org/>

**5.2** Organizational Member at the address of its Member Representative as it appears in the official membership records of the IDESG, as set forth in (f) of **Schedule A**; and,

**5.3** Individual Member at its address as it appears in the official membership records of IDESG, as set forth in (f) of **Schedule A**.

Notice shall be deemed given when sent (if sent by courier or mail) or acknowledged (if sent by electronic mail). Notwithstanding the foregoing, IDESG may make required distributions of information to a Member by sending to the Member a notice of the URL where that information is located.

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### **6. Assignment.**

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other, except in the case of a transfer or sale of all or substantially all of the business or assets of a Member, or a merger, consolidation, or other transaction that results in a change in control of such Member, provided that the surviving entity must agree to the terms of this Agreement.

### **7. Effectiveness and Interpretation of Agreement.**

This Agreement and IDESG Governance Documents (including, but not limited to, the IDESG IPR Policy) shall be construed under and governed by the laws of the State of Virginia, USA, without reference to conflict of laws principles. This Agreement, including all attachments, sets forth the entire understanding of IDESG and Member and supersedes all prior agreements and understandings relating hereto, unless otherwise stated in this Agreement. No modifications or additions to or deletions from this Agreement shall be binding unless accepted in writing by authorized representatives of IDESG and the Member, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but collectively shall constitute one and the same instrument. In the case of any conflict between the terms of this Agreement and the terms of the ROA or any IDESG Policy, the ROA or such Policy shall supersede the terms of this Agreement.

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### 8. Signatures and Representations.

The Member represents that it meets and shall comply with the ROA requirements pertaining to the qualifications and responsibilities of the Membership Class, Membership Type (Voting or Non-Voting Member) and Stakeholder Category as well as the duties and obligations applicable to Organizational Members and Individual Members (as the case may be).

Each party signing this Agreement intends that it shall take effect as an instrument under seal. If the Member is an Organizational Member, the undersigned represents and warrants that he or she has the authority to enter into this Agreement on behalf of the Member.

**Member: Example Corporation, Inc.**

**Identity Ecosystem Steering Group Inc.**

By: Do not complete: sample

By: \_\_\_\_\_

Printed Name: Do not complete: sample

Printed Name: Mary Ellen Condon

Title: Do not complete: sample

Title: Executive Director

Date: Do not complete: sample

Date: \_\_\_\_\_

**NOTE:** This is a sample document only; please do not complete it and return it. Once you have completed the [Member Registration form](#), you will be e-mailed a customized copy of this agreement with the fields filled in.

**IDENTITY ECOSYSTEM STEERING GROUP Inc. APPLICATION AND AGREEMENT  
SCHEDULE A: MEMBER INFORMATION**

- a. **Membership Class:** This Member participates in the IDESG as an Organizational Member.
- b. **Membership Type:** This Member participates in the IDESG as a Voting Member.
- c. **Stakeholder Category:** This Member has self-selected to participate in the following Stakeholder Category of the IDESG: Small Business & Entrepreneurs
- d. **Name of Organizational Member:** Example Corporation, Inc..
- e. **Name of Member Representative** (Note: No person shall represent more than one Organizational Member): John Doe.
- f. **Contact Information for Member Representative::**

Address: 123 Main Street  
Anytown, MI 49684  
Telephone: 231-555-1212  
Mobile Phone: 231-555-1212  
Fax: 231-555-1212  
Email: john@example.org

- g. **Alternate Member Representative** (Note: the alternate may act on behalf of Member Representative in the latter's absence as verified by the Member Representative):

Name: Sue Alternate  
Address: 123 Main Street  
Anytown, MI 49684  
Telephone: 231-555-1212  
Mobile Phone: 231-555-1212  
Fax: 231-555-1212  
Email: sue@example.org

- h. **Names of Member Associates** (Note: the Associate may participate in Committee Decision Making in the absence of the Member Representative or Alternate Member Representative. Each Organizational Member shall be entitled to one vote in Committee deliberations):

1: James Associate  
2: Linda Associate

**NOTE:** This is a sample document only; please do not complete it and return it. Once you have completed the [Member Registration form](#), you will be e-mailed a customized copy of this agreement with the fields filled in.

## IDENTITY ECOSYSTEM STEERING GROUP Inc. APPLICATION AND AGREEMENT SCHEDULE B: INTELLECTUAL PROPERTY RIGHTS POLICY ("IPR POLICY")

**1. The Purpose of this IPR Policy.** This IPR Policy sets forth the intellectual property terms that Members agree to in order to participate in the Committees of the Plenary ("Committees") that may promulgate Deliverables. Compliance with this IPR Policy is required by all IDESG Members and the work of the Plenary and all Committees thereof. With respect to non-members, the IDESG and its Committees shall be responsible for including in all meeting notices and at the commencement of all meetings, including electronic or remote meetings, an announcement that the contributions of all participants are subject to the IDESG IPR policy as set forth on the IDESG website and that all such participants, by making such contributions, grant the same copyright licenses and other assurances as provided in this policy, and waive any rights to the contrary.

**2. Patents.** Participation in IDESG generally does not require Committee members to make any formal commitment regarding patents. Membership in some Committees; however, may require execution of a subsequent agreement, including the patent policy set forth in **Exhibit 1** (which will, in all cases, be the patent policy applicable to any Committee that elects, in its charter, to create Deliverables that may infringe patents). For any Committee that requires a patent policy, no individual will be permitted to participate in that Committee until such time as the Member Representative or Individual Member has approved, in writing, the individual's participation in that Committee.

**3. Copyrights.** Each Organizational Member or Individual Member hereby grants to IDESG a worldwide, non-exclusive, no-charge, royalty-free, copyright license, without any obligation for accounting to such Member, to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute its Contributions to the Committee and to IDESG.

**4. Contributions.** All Contributions are subject to the IDESG transparency requirements. By making Contributions to IDESG or its Committees, each Organizational Member or Individual Member consents to its public posting, circulation, and archiving and waives any rights to the contrary. The foregoing consent and waiver may be limited in cases where:

- (a) administrative or accreditation activities of IDESG require limited circulation;
- (b) the approved and posted charter of the relevant Committee explicitly defines an activity or resource as having that limited circulation; and,
- (c) the Contribution falls within such class defined in such charter.

The IDESG and its Committees have no obligation to use or publish any Contributions. IDESG may reference the name(s) of the contributor(s) for the purpose of acknowledging and publishing the Contribution. The IDESG Member agrees to properly identify any holders of copyright interests in each Contribution that it makes, in a written disclosure to IDESG.

**5. Representations, Warranties, and Disclaimers.** The IDESG Member represents and warrants that it is legally entitled to grant the rights set forth in this IPR Policy, and that it will not knowingly submit Contributions to which the Member does not have sufficient rights to grant the rights set forth in this IPR Policy or any applicable IDESG policies. IN ALL OTHER RESPECTS THE CONTRIBUTIONS ARE PROVIDED "AS IS." The entire risk as to implementing or otherwise using any Deliverable is assumed by the implementer and user. Except as stated herein, the member expressly disclaims any warranties

## IDENTITY ECOSYSTEM STEERING GROUP Inc. APPLICATION AND AGREEMENT SCHEDULE B: INTELLECTUAL PROPERTY RIGHTS POLICY ("IPR POLICY")

(express, implied, or otherwise), including implied warranties of merchantability, non-infringement, fitness for a particular purpose, or title, related to any Deliverable. IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR LOST PROFITS OR ANY FORM OF INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY CHARACTER FROM ANY CAUSES OF ACTION OF ANY KIND WITH RESPECT TO THIS IPR POLICY, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**6. Third Party Beneficiaries.** Each user or implementer of an IDESG Deliverable is an intended third-party beneficiary of this IPR Policy, entitled to enforce the IPR Policy against each IDESG Member.

**7. Duration of Obligation.** Obligations of an IDESG Member that are incurred during its membership remain in force, after its termination of membership, with respect to Contributions made during its membership. A Member who terminates its membership will not, however, incur any new obligations after such termination.

### **8 Definitions.**

- (a) **"Contribution"** means any work of authorship, including any modifications or additions to an existing work, that is intentionally submitted for inclusion in a Deliverable as well as any other written information provided by a Member to any Committee or the Plenary for the purpose of creating, commenting on, revising, updating, modifying, or adding to any 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 Deliverable, but excluding any communication that is conspicuously and expressly designated in writing as not a Contribution.
- (b) **"Control"** means, for a corporation, direct or indirect control of more than 50% of the voting power to elect directors of that corporation, or for any other entity, the power to direct management of such entity.
- (c) **"Committee"** will have the meaning set forth in Section 12.1 of the ROA (or in any successor to such section).
- (d) **"Deliverable"** means the finalized work product of an applicable Working Group of IDESG, as determined in accordance with that Committee's applicable approval process.
- (e) **"IDESG Member"** or **"Member"** means a participant in the IDESG or a particular Committee, as provided in the IDESG Rules of Association ("ROA"), and in the case of participants representing Organizational Members, also includes the Organizational Member, and any entity that Organizational Member Controls.

# IDENTITY ECOSYSTEM STEERING GROUP Inc. APPLICATION AND AGREEMENT SCHEDULE B: INTELLECTUAL PROPERTY RIGHTS POLICY ("IPR POLICY")

## EXHIBIT 1 - IDESG PATENT POLICY

**Incorporation by Reference of the Common Patent Policy and Guidelines for Implementing the Common Patent Policy.** The terms of the Common Patent Policy for ITU-T/ITU-R/ISO/IEC as of 11/30/2012 (currently available at <http://www.itu.int/en/ITU-T/ipr/Pages/policy.aspx>), the Guidelines for Implementing the Common Patent Policy for ITU-T/ITU-R/ISO/IEC Revision 1, effective 4/23/2012 (currently available at [http://www.itu.int/dms\\_pub/itu-t/oth/04/04/T04040000010003PDFE.pdf](http://www.itu.int/dms_pub/itu-t/oth/04/04/T04040000010003PDFE.pdf)), the ITU Software Copyright Guidelines dated 7/12/2011 and applicable as from 4/13/2012 (currently available at [http://www.itu.int/dms\\_pub/itu-t/oth/04/04/T04040000040004PDFE.pdf](http://www.itu.int/dms_pub/itu-t/oth/04/04/T04040000040004PDFE.pdf)), and the ITU-T Guidelines related to the Inclusion of Marks in ITU-T Recommendation Issue 2.0 - November 2005 (currently available at [http://www.itu.int/dms\\_pub/itu-t/oth/04/04/T04040000060001PDFE.pdf](http://www.itu.int/dms_pub/itu-t/oth/04/04/T04040000060001PDFE.pdf)) are hereby incorporated by reference, with references in these documents to ITU, ISO, and IEC deemed replaced by references to IDESG, references to Study Groups are deemed replaced by Committees, with references to Recommendations and/or Deliverables (or "Recommendation / Deliverable") deemed replaced by references to Deliverables, and all other ISO/IEC/ITU-T terms replaced with applicable IDESG terminology. Members will have no obligation to conduct any patent or other intellectual property searches.

### Patent Statement and Licensing Declaration Form for IDESG Deliverable

*This declaration does not represent an actual grant of a license*

Name of IDESG Deliverable: \_\_\_\_\_

Please return to IDESG as follows: **Mail: 2400 Camino Ramon, Suite 375, San Ramon, CA 94583**  
**Email: [administrator@idecosystem.org](mailto:administrator@idecosystem.org)**  
**Fax: 925-275-6691**

**Member Representative, Alternate Member Representative, Member Associate or Individual Member:**

Legal Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**Contact for license application:**

Name and Department: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

URL (optional): \_\_\_\_\_



# IDENTITY ECOSYSTEM STEERING GROUP Inc. APPLICATION AND AGREEMENT

## SCHEDULE B: INTELLECTUAL PROPERTY RIGHTS POLICY ("IPR POLICY")

### Licensing Declaration:

The Patent Holder believes that it holds granted and/or pending applications for patents, the use of which would be required to implement a Deliverable and hereby declares, in accordance with the IPR Policy of IDESG, that (check one box only):

1. ☐ The Patent Holder is prepared to grant a free of charge license to an unrestricted number of applicants on a worldwide, non-discriminatory basis and under other reasonable terms and conditions to make, use, and sell implementations of the above Deliverable.

Negotiations are left to the parties concerned and are performed outside the IDESG.

**Also mark here** ☐ if the Patent Holder's willingness to license is conditioned on reciprocity for the above Deliverable.

**Also mark here** ☐ if the Patent Holder reserves the right to license on reasonable terms and conditions (but not free of charge) to applicants who are only willing to license their patent claims, whose use would be required to implement the above Deliverable, on reasonable terms and conditions (but not free of charge).

2. ☐ The Patent Holder is prepared to grant a license to an unrestricted number of applicants on a worldwide, non-discriminatory basis and on reasonable terms and conditions to make, use and sell implementations of the above Deliverable.

Negotiations are left to the parties concerned and are performed outside the IDESG.

**Also mark here** ☐ if the Patent Holder's willingness to license is conditioned on reciprocity for the above Deliverable.

3. ☐ The Patent Holder is unwilling to grant licenses in accordance with provisions of either 1 or 2 above.

In this case, the following information must be provided to the IDESG, as part of this declaration: (a) granted patent number or patent application number (if pending); (b) an indication of which portions of the above Deliverable are affected; and, (c) a description of the patent claims covering the above Deliverable.

**Free of charge:** The words "free of charge" do not mean that the Patent Holder is waiving all of its rights with respect to the essential patent. Rather, "free of charge" refers to the issue of monetary compensation; *i.e.*, that the Patent Holder will not seek any monetary compensation as part of the licensing arrangement (whether such compensation is called a royalty, a one-time licensing fee, etc.). However, while the Patent Holder in this situation is committing to not charging any monetary amount, the Patent Holder is still entitled to require that the implementer of the above Deliverable sign a license agreement that contains other reasonable terms and conditions such as those relating to governing law, field of use, reciprocity, warranties, etc.

**Reciprocity:** As used herein, the word "reciprocity" means that the Patent Holder shall only be required to license any prospective licensee if such prospective licensee will commit to license its essential patent(s) or essential patent claim(s) for implementation of the same above Deliverable free of charge or under reasonable terms and conditions.

### Signature

Patent Holder: \_\_\_\_\_

Name of authorized person: \_\_\_\_\_

Title of authorized person: \_\_\_\_\_

Signature: \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_