

OpenID Process Document

1 Definitions. Each of the following initially capitalized terms has the respective meaning stated below. All other initially capitalized terms have the meanings assigned in this OpenID Process Document (“**Processes**”), in the OpenID Foundation’s IPR Policy (“**IPR Policy**”), or in the Bylaws.

- 1.1 “Board”** means the then-current Board of Directors of the OpenID Foundation.
- 1.2 “Bylaws”** means the then-current bylaws of the OpenID Foundation, as may be modified from time to time as provided therein.
- 1.3 “Charter”** means a Work Group’s (or “**WG’s**”) organizational document, which will include the information in the proposal to form the WG and such other information as described in §3.1(a).
- 1.4 “Editor(s)”** means, for a particular Specification to be developed by a particular WG, the individual Contributor(s) selected to coordinate development of, and transcription of the work of the WG for, such Specification, as well as (together with any other Editors for that WG) to administer WG operation.
- 1.5 “Minimum Membership”** means five Contributors.
- 1.6 “OpenID Foundation”** means the OpenID Foundation, an Oregon nonprofit public benefit corporation.
- 1.7 “Specifications Council”** means a group comprised of: (a) two representatives selected by the Board; and (b) three representatives selected by the Editors from current WGs. The Board may select from among the current Board members (or other appropriate persons, as determined by the Board), and the current Editors may select from among themselves (or other appropriate persons, as the Editors determine).
- 1.8 “Supermajority”** means at least two-thirds of those entitled to vote on an issue.

2 Specifications Council. The initial Specifications Council, as of the date these Processes are adopted, will be comprised of two persons selected by the Board and three persons selected by the then-current OpenID Authentication 2.0 Specification Editors. The members of the Specifications Council will serve for two year terms (although one of the initial members selected by the Board and one of the initial members selected by the Editors of the OpenID Authentication 2.0 Specification will serve for only a one year term (as selected by consensus of the Specifications Council), so that Specifications Council membership terms may be staggered). There are no “term limits” for Specifications Council membership, and the Board or Editors, as applicable, may re-select the same persons to serve for more than one term (consecutive or otherwise).

3 Work Groups.

- 3.1 Proposal.** Any group of at least Minimum Membership may form a WG by submitting a proposal via the mailing list specs@openid.net; such proposal will include the following items, will be written in English, and will be provided in a plain text electronic form:
- (a) *Charter.*** The proposal will include the WG Charter, which will include:
 - (i)** a WG name, which will not include trademarks not owned by the OpenID Foundation or content that is infringing, harmful, or inappropriate, and any acronym or abbreviation for that name;
 - (ii)** a clear statement of purpose;
 - (iii)** an initial Scope, which must be related to the purpose of the OpenID community and which will include a definition of what is and is not the envisioned “work” of the WG;
 - (iv)** a proposed list of Specifications, including working titles, to be produced (and any other deliverables) and projected completion dates;
 - (v)** anticipated audience or users of the work;
 - (vi)** the language in which the WG will conduct business;
 - (vii)** the method of work including any virtual or planned face-to-face meetings; and
 - (viii)** a basis for determining when the work of the WG is completed.
 - (b) *Background Information.*** The proposal will also include the following:
 - (i)** any related work being done in other WGs or organizations, why the proposed new WG is necessary, and any proposed liaison with any such other WGs or organizations;
 - (ii)** the names, email addresses, and any Constituent affiliations of at least the Minimum Membership who support forming the WG (“**Proposers**”) and the proposed Editor(s); and

(iii) optionally, a list of Contributions that the Proposers anticipate will be made to the WG.

3.2 Review. The Specifications Council will review proposals within 15 days after receipt and promptly provide notice to specs@openid.net, either accepting it or explaining the reason for rejection. If a proposal is rejected, it may be modified and resubmitted. The Proposers may also appeal a rejection to the Board in accordance with §5.2 (which may reverse the decision of the Specifications Council only by Supermajority vote). The reasons for rejection will be limited to:

(a) an incomplete Proposal (i.e., failure to comply with §3.1);

(b) a Supermajority decision by the Specifications Council that the proposal contravenes the OpenID community's purpose;

(c) a Supermajority decision by the Specifications Council that the proposed WG does not have sufficient support to succeed or to deliver proposed deliverables within projected completion dates; or

(d) a good-faith determination by the Specifications Council that the proposal is likely to cause legal liability for the OpenID Foundation or others (in which case, the Specifications Council may seek Board review of the proposal).

3.3 After Acceptance. Promptly after acceptance, a mailing list will be created for the WG, and one or more of the Proposers should notify general@openid.net of the new WG. This notice will announce the formation of a new WG, invite participation, and describe the WG's proposed work, including any planned meetings (as based on the approved Charter). The first obligation of a new WG is to establish and approve its Scope, which should broadly describe the outer limits of the WG's work.

3.4 Contributors. Only persons or entities that have properly agreed to the IPR Policy may become Contributors to (or participate in) a WG. A WG may, however, make copies of its Specification Mailing List, drafts, and other documents available for review by non-members. A WG will not review or acknowledge comments by, or accept Contributions from, anyone other than Contributors. The Specifications Council may (upon Supermajority vote of the Specifications Council and Supermajority concurrence of the Board) close a WG at any time that the WG has not had Minimum Membership for six consecutive months at the time of closure.

3.5 Withdrawal; Removal. An individual or entity may withdraw from a WG, as provided in (and subject to) the IPR Policy. The other Contributors to a WG may also remove an individual or entity from the WG, but only for failing to attend (by any reasonable method) three or more consecutive WG meetings not during a leave of absence. An individual or entity will also be automatically removed from a WG seven days after becoming ineligible to be a Contributor (e.g., if an individual Representative changes employment, and the new employer is not a Constituent Contributor), and each Contributor will promptly notify the OpenID Foundation of any change of status that may affect compliance with the IPR Policy. Any removal will be effective on notice, and the former Contributor will be deemed to have withdrawn from that WG as of the effective date of removal, with obligations as specified in the IPR Policy. Withdrawal or removal will automatically terminate the affected individual's or entity's right to participate in the applicable WG. An individual or entity that has been removed from a WG may rejoin as a new Contributor under §3.4.

3.6 Leaves of Absence. Any Contributor (other than an Editor, except in an emergency) may take a leave of absence at any time, effective on notice to the applicable Editors specifying the leave dates. Any Contributor (including an Editor) on leave remains a Contributor for purposes of determining obligations under the IPR Policy. The Editor(s) need not, however, consider any Contributor on leave to determine consensus under §3.16.

3.7 Editors. A WG's work is coordinated by one or more Editors. Each WG must have at least one Editor, and additional Editors may be selected at any time. The selection of Editors is a Core Decision (defined in §3.16(a)), and Editors will be selected by consensus, according to §3.16(b) (with discussion led by one or more Contributors if there are no then-current Editors). If, however, the WG Contributors cannot reach consensus on the identity of the Editor(s), then WG Contributors will select the Editor(s) by formal vote, according to §3.16(c). Different Editors in a WG may, however, be associated with different Specifications. If an Editor takes emergency leave, or is otherwise unavailable, an additional Editor will be selected. If a WG does not have an Editor, it will suspend work until an Editor is selected. The Specifications Council may (upon Supermajority vote of the Specifications Council and Supermajority concurrence of the Board) close a WG at any time that it has not had an Editor for the immediately prior 30 days. An Editor may also be removed at any time by the Contributors to the applicable WG, under §3.16.

3.8 Visibility. All WG documents will be located on the WG webpage ("**Webpage**"), which will be located at a URL within openid.net, and all work (administrative and technical) of a WG will be conducted via the applicable Specification Mailing Lists or at meetings that may be called from time to time. The minutes of each meeting and a record of all decisions will be published to the Webpage and the applicable Specification Mailing List. All WG email lists will be archived, and all WG email archives will be publicly visible. The Editor(s) should keep the following current on the Webpage:

- (a) WG name and Charter;
- (b) any standing rules and other adopted procedures;
- (c) any applicable meeting schedule and attendance method(s);
- (d) anticipated deliverables and delivery dates;
- (e) list of WG Contributors;
- (f) the names and email addresses of Editors and any other functionaries (e.g., secretary);
- (g) links to draft and completed WG documents (including the latest WG Specifications); and
- (h) current announcements (including WG formation, any revisions to the Charter, and any call to approve a draft as an Implementers Draft or a Final Specification and applicable deadlines).

3.9 Procedure. The only formal rules required to conduct a WG's work are those stated in these Processes, and the Contributors may adopt any other reasonable rules desired (as long as such rules are consistent with these Processes, the IPR Policy, and the Bylaws). Regardless of any rules adopted, however, a WG should exemplify civility and collegiality, with the primary goal of reaching consensus on all matters.

3.10 Meetings. A WG meeting may be called at any time by any of its Editor(s) (or by any other Contributor, if there is no Editor) on at least seven days' notice to all Contributors to that WG. Meetings may be conducted at any reasonable time, place, and manner as selected by the WG, with the goal of providing an environment conducive to the WG's work and to maximize participation. The presence of at least a majority of Contributors to a given WG is necessary to constitute a quorum. Without a quorum, discussions may take place but no business may be conducted. The Specifications Council may (upon Supermajority vote of the Specifications Council and Supermajority concurrence of the Board) close a WG that does not conduct a meeting with at least a quorum at least once every six months.

3.11 Presence. A Contributor attending a properly noticed meeting in person, by telephone, or by other reasonable means that allows the Contributor to perceive the opinions of, and interact with, other participants is "present" for purposes of determining attendance. For purposes of a vote not taken in real time at a meeting (e.g., by email ballot or web form), each Contributor that has been sent proper email notice of the vote (to all notice addresses the Contributor has provided to the OpenID Foundation) will be deemed present for the vote, as long as the vote otherwise complies with §**Error! Reference source not found.** For purposes of determining presence of a quorum, a Constituent Contributor and its Representatives will be deemed to be a single Contributor.

3.12 Development. A WG will:

- (a) work diligently to complete all deliverables according to the schedule in its Charter;
- (b) at all times comply with these Processes and other requirements promulgated by the Specifications Council or the Board (e.g., naming schemes, document formatting requirements, file structures, copyright notices, etc.);
- (c) promptly post all deliberations and notes related to any WG decision on its Webpage; and
- (d) provide revisions to written work (e.g., Specifications), if possible, in clean and redline form.

3.13 Intellectual Property. The WG will at all times comply with the IPR Policy.

3.14 Charter Clarification. A WG may clarify its Charter only to narrow its Scope or to remove ambiguity; it may not broaden or otherwise change the Scope of its Charter (without re-Chartering). The list of deliverables may be expanded (without re-Chartering) only if the new deliverables are within the Scope of the original Charter.

3.15 Re-Chartering. A WG's Contributors may elect to re-charter the WG to expand its Scope. The re-chartered WG will retain its name, and all email lists and archives, webpages, etc. will move from the predecessor to the re-chartered WG. Each Contributor will remain bound by the IPR Policy as applied

to Implementers Drafts and Final Specifications promulgated under the prior Charter. Any Contributions made under the prior Charter must be affirmatively re-contributed to apply to Implementers Drafts and Final Specifications promulgated under the new Charter, and Contributors under the prior Charter must affirmatively re-join the re-chartered WG to continue to participate in the re-chartered WG.

3.16 Decisions.

(a) *General.* All decisions are either Core Decisions or Non-Core Decisions, and all decisions may be made in meetings (e.g., face-to-face, telephonic, or otherwise) or by email or other electronic means. Any decision that is not clearly a Non-Core Decision will be treated as a Core Decision. “**Core Decision**” means a decision relating directly to the WG’s substantive work, including those related directly to Specification content, Charter, or Scope; to approve an Implementers Draft or a Final Specification, or to adopt Errata (defined in §4.6); and to amend the Charter or to re-charter the WG. “**Non-Core Decision**” means any decision other than a Core Decision, including decisions on date, time, place, and method(s) of attending meetings and other administrative details regarding WG operation or governance.

(b) *Consensus.* Consensus is a core value. To promote consensus, Editors should encourage consideration and resolution of all legitimate comments of Contributors. All WG decisions will optimally be made by determining consensus, without formal vote. Editor(s) will assess consensus without a formal vote and, when a proposal is pending, may interpret silence of those who have received proper notice (or who are present) as assent. Consensus does not imply unanimity, although there should be substantial support for consensus decisions. For Core Decisions, consensus should reasonably reflect the opinion of a Supermajority of Contributors to the applicable WG, after reasonable inquiry by the Editors. For Non-Core Decisions, consensus should reflect the opinion of a majority of Contributors actually expressing an opinion.

(c) *Formal Vote.* If a decision cannot be made by consensus, the WG should defer decision until consensus can be reached. If deferral would prejudice a WG’s work, however, the Editor(s) may call a formal vote. If a formal vote is called, each WG Contributor not on a leave of absence will be entitled to a single vote, and no vote will take place without a quorum as provided in this §3.16(c). Formal voting at a meeting will be by voice vote, unless the Editor(s) at the meeting at which such vote takes place directs otherwise. The presence of at least a majority of Contributors to a given WG (after proper notice) will constitute a quorum formally to vote on a Core Decision, and the decision of a Supermajority of those present and entitled to vote will be the WG’s decision. Those Contributors actually voting on a Non-Core Decision will constitute a quorum, and the decision of the majority of those voting will be the WG’s decision. For Core Decisions, a vote taken at a meeting must not be taken without 14 days’ advance notice. There is no advance notice requirement for a vote taken at a meeting on a Non-Core Decision. Any vote taken outside of a meeting (e.g., by email ballot or web form) must not be taken without seven days’ advance notice, the voting period must remain open for at least seven days, and the ballot must: (i) clearly state the issue; (ii) clearly state the number of respondents necessary to constitute a quorum; (iii) clearly state the percentage of approvals necessary to pass each matter on the ballot; and (iv) allow each voter to affirm, reject, or abstain. A Constituent Contributor and its Representatives will, in the aggregate, have only one vote. For votes taken at a meeting, a Constituent Contributor may be represented by an individual other than a Representative if the Contributor has notified the secretary of the OpenID Foundation, in writing and in advance, that it will vote by proxy.

3.17 Closing a WG. A WG may be closed at any time by majority vote of all of its then-current Contributors, by Board resolution (if deemed necessary by the OpenID Foundation to avoid or mitigate legal risk), or as otherwise provided in these Processes. The The Specifications Council may (upon Supermajority vote of the Specifications Council and Supermajority concurrence of the Board) also close a WG that has completed all deliverables in its Charter and has not agreed to develop new deliverables within the 180 days before closure; or that has not reasonably progressed to achieve its purpose, as defined by its Charter.

4 Specification Approval.

4.1 General. There are three stages of an OpenID Specification – draft, Implementers Draft, and Final Specification. An OpenID Specification begins as a “draft” and retains this status until approved as an Implementers Draft. An Implementers Draft may be further revised, and any revised Implementers Draft is deemed a “draft” until it is approved as a new Implementers Draft. The most recent Implementers Draft may be approved as a Final Specification. There is no specific timeframe under which a draft must become an Implementers Draft or an Implementers Draft must become a Final

Specification, although the WG should make reasonable efforts to conform to any posted schedule of deliverables on its Webpage.

- 4.2 Notice.** The Editor(s) will provide at least seven days' advance notice of the beginning of a period to review and approve any draft Specification as an Implementers Draft and at least 14 days' advance notice of the beginning of a period to review and approve the then-current Implementers Draft as a Final Specification, and the applicable review period will be no shorter than 45 days to approve a proposed Implementers' Draft and 60 days to approve a proposed Final Specification. Notice will be by both email and prominent posting on the Webpage, and will contain all applicable dates (including the beginning and end of the review period and any applicable meeting dates) and a link to an editable version of the draft or Implementers Draft under consideration. The Editor(s) (who should be guided by consensus) will decide when a review period begins.
- 4.3 Review.** Contributors to the applicable WG will make reasonable efforts to review the draft or Implementers Draft during the review period and provide any critical comments or objections to approval, with sufficient specificity for Contributors to respond and, if required, to facilitate resolution.
- 4.4 WG Decision.** Approval of a draft as an Implementers Draft or the then-current Implementers Draft as a Final Specification should be based on consensus. If the WG cannot reach consensus, then the decision may be made by formal vote. The WG Editor(s) will notify the WG of a determination that consensus has been reached or of a call for (and results of) a formal vote. Any Implementers Draft or Final Specification approved by the WG will include a list of Contributors who participated in its development.
- 4.5 Rejection; Resubmission.** If there is not consensus to approve an Implementers Draft or Final Specification, and the proposed Implementers Draft or Final Specification is not approved by vote (or if the Board fails to confirm an Implementers Draft or Final Specification under §5.3), then the WG will continue to revise the draft to resolve objections received during the review period or from the Board. The Editor(s) may (if they deem it appropriate) notify the WG of a new review, which should be limited in scope to objections received during the immediately prior review and measures taken to resolve such objections.
- 4.6 Changes.** No Substantive Change may be made to a Final Specification; any Substantive Change will require review and approval of a successor version of the applicable Final Specification according to these Processes. Any changes to an Implementers Draft should be made in a subsequent Implementers Draft or in an applicable Final Specification. A WG may also (but no more than once every six months) approve and promulgate Errata to a Final Specification. "**Errata**" means a set of changes (or proposed changes) to an existing, published Final Specification, created for the sole purpose of correcting features (and not adding or removing features) due to a lack of clarity or an error in the Final Specification, and made available either as a list of changes or as a "redline" markup to the Final Specification. "**Substantive Change**" means any change to a Specification that is not Errata.

5 Board Involvement.

- 5.1 Delegation.** The Board may delegate any of its obligations under these Processes (other than creating subcommittees) to a subcommittee of Board members, OpenID Foundation members, or other appropriate persons (although the Board will have the ultimate responsibility for all of its obligations under these Processes), and applicable terms in these Processes will then be deemed to refer to the subcommittee instead of the Board.
- 5.2 Complaints; Appeals.**
- (a) *General.* On proper notice from a Contributor, the Board will consider any complaint related to, or appeal of, any action taken (or alleged failure to act) related to these Processes. The Board has authority to take any action it deems necessary to remedy a complaint or appeal.
- (b) *Notice.* Except as otherwise stated in this §5.2, proper notice must be sent within 14 days after the act from which the complaint arises or that the Contributor wishes to appeal (or at any reasonable time for alleged failures to act); and must succinctly state the nature of the complaint or matter appealed from, why this is a problem for the complainant/appellant, the remedy requested, an estimate of the likely effect of granting or denying the request, and any prior efforts to resolve the matter. If a Contributor sends notice of appeal within 14 days, however, and requests additional time, the foregoing detail may be initially omitted, as long as supplemental notice including this detail is sent within 30 days of the Contributor's initial notice. Failure timely to supplement will result in automatic abandonment of the complaint or appeal.

- (c) **Process.** The complainant/appellant has the burden of proving that an action (other than approval of an Implementers Draft or Final Specification or alleged action outside of the WG's Scope) or failure to act is wrongful, and the Board will decide such matters on an "abuse of discretion" basis. The WG Editor(s), however, will bear the burden of proving that approval of an Implementers Draft or Final Specification was proper or that an action is within Scope, and the Board will decide such matters on a "de novo" basis. In considering whether a WG is operating outside its Scope, any substantive feature not described directly (e.g., by identifying the feature) or indirectly (e.g., by identifying the type or class of feature) in the Scope statement will be deemed outside of the WG's Scope. The Board:
- (i) will consider any proper complaint or appeal within 30 days (or at its first regular meeting) after notice and any supplement is received, whichever is earlier;
 - (ii) may request additional information from the complainant/appellant, the applicable Editor(s), or both; and
 - (iii) will make reasonable efforts to render a decision in 30 days, which decision will be final and non-appealable.

5.3 Confirmation. Notwithstanding approval by the WG, a draft Specification is not an "Implementers Draft" (and, as applicable, an Implementers Draft is not a "Final Specification") until it is confirmed by the Board under §5.3. Confirmation triggers Contributors' obligations under §6.1 of the IPR Policy, and only Implementations of confirmed Final Specifications are eligible to display the logo (if any) that the OpenID Foundation may make available to Contributors (under a separate logo license). The WG will notify the Board of any approval under §4.4, and the Board will consider the matter at its next meeting, or within 30 days of such notice (whichever is earlier) and will render its written decision (including its rationale for any refusal to confirm) as soon as practicable. Grounds for withholding confirmation include a determination that any part of the Implementers Draft or Final Specification is outside of the WG's Scope.

5.4 Amendment. The Board may (upon Supermajority vote and with Supermajority concurrence of the Specifications Council) amend these Processes from time to time, in its sole discretion.

5.5 Decisions. Except as may otherwise expressly be provided in these Processes, all Board decisions will be made in accordance with the Bylaws.

6 Miscellaneous. All notices and correspondence under these Processes will be by email. Unless stated, or context requires, otherwise: (1) "written" or "in writing" refers to a non-electronic document only, manually signed by authorized representatives of the writing party(ies); (2) all internal references are to these Processes; (3) "days" means "calendar days"; (4) "may" means that the applicable actor has a right, but not a concomitant duty; and (5) all decisions of the Board, the Specifications Council, or an Editor under these Processes are in the Board's, the Specifications Council's, or such Editor's reasonable discretion. Examples following "including" or "e.g." are not exhaustive (i.e., are interpreted to include the words "without limitation"), unless qualified by words such as "only" or "solely." These Processes will be interpreted according to the plain meaning of their terms. Section headings are for convenience only and will not affect the meaning of any provision.