

**OPENID FOUNDATION  
GAIN PROOF OF CONCEPT COMMUNITY GROUP  
PARTICIPATION AGREEMENT**

THIS GAIN PROOF OF CONCEPT COMMUNITY GROUP PARTICIPATION AGREEMENT (“**Agreement**” or “**Participation Agreement**”) is entered into as of the later of the two signature dates below (“**Effective Date**”), by and between the OpenID Foundation, an Oregon nonprofit public benefit corporation with its principal place of business at 5000 Executive Parkway, Suite 302, San Ramon, CA 94583, United States (“**OIDF**”), and the person (individual or legal entity) identified as “**Participant**” in Table 1 below.

Table 1 – Participant Information			
Legal Name (“ <b>Participant</b> ”):			
Participant’s GAIN POC Membership Status ( <i>check one</i> )	<input type="checkbox"/> <b>Individual Member:</b> an individual who is not representing another person or entity. Individual members must not owe any duty to any third parties (e.g., but without limitation, employers or clients) regarding any intellectual property related to activities involved in participating in the GAIN POC.		
	<input type="checkbox"/> <b>Entity Member:</b> a firm, corporation, partnership, association, government agency, or similar entity, which will participate and be represented in the GAIN POC by one (1) or more Representatives identified below (and in a supplemental exhibit, if attached). Entity Members will, as soon as commercially practicable, notify OIDF in writing of any change of its Representatives.		
Participant Address			
Individual Member or First <b>Representative:</b> ( <i>Required</i> )	Name/Title:		
	Phone/ Email:		
Second <b>Representative:</b> ( <i>Optional - Entity Members only</i> )	Name/Title:		
	Phone/Email:		
<i>Additional Representatives for Entity Members may be listed in an attached exhibit.</i>			

**BACKGROUND**

OIDF has established the GAIN Proof of Concept Community Group (“**GAIN POC**”) to address proof of concept and testing issues with respect to one or more select open standards, concepts, or processes regarding transfers of data and interoperability of systems related to digital identity. In connection therewith, OIDF and the members of the GAIN POC may also provide Resources (as defined below) for use by all members of the GAIN POC to test or monitor the testing of implementations of such open standards or processes.

All individuals and legal entities desiring to join and participate in the GAIN POC are required to sign this same form of Agreement, and only individuals and legal entities that have signed this form of Agreement (collectively “**GAIN POC Members**”) may participate in the GAIN POC. Each such GAIN POC Member may act in one or more of a variety of identity-related roles, such as relying party, identity provider, metadata directory operator, attribute service provider, trusted third party, etc. This Agreement will describe the terms under which the GAIN POC will operate.

The signatory to this Agreement, identified in Table 1 above as **Participant**, wants to join the GAIN POC for the purpose of testing or monitoring the testing of products or services that implement or utilize certain technical specifications.

## **1. GAIN POC (Proof of Concept)**

**1.1. Right to Participate.** Participant hereby agrees to join, and is granted the right to participate in, the GAIN POC as a GAIN POC Member, according to the terms and conditions of this Agreement. If Participant is an Entity Member, then its Participation in the GAIN POC shall be via its designated **Representatives** identified in Table 1 above.

### **1.2. Operating Approach**

**1.2.1. GAIN POC Co-Chairs.** The GAIN POC shall be coordinated and managed, in conformance with the Operating Rules attached as Appendix A, by Co-Chairs who have previously been self-nominated and confirmed by the Executive Director of the ODF (“**GAIN POC Co-Chairs**”). The GAIN POC Co-Chairs may be changed through a vote in accordance with the Operating Rules, provided that there may be no more than five (5) Co-Chairs at any one time to ensure the smooth operation of the GAIN POC.

**1.2.2. Operating Rules.** The principles, rules, procedures, and processes that will govern the operation of the GAIN POC (“**Operating Rules**”) are attached as Appendix A. These will serve as the founding principles upon which all GAIN POC Members agree to conduct themselves within the GAIN POC.

(a) Amendment and Approval. The Operating Rules may thereafter be amended from time-to-time by the then-current ODF GAIN POC Members (as defined in the Operating Rules), subject to ODF Executive Committee approval, which approval will not be unreasonably withheld. The ODF Executive Committee will evaluate proposed changes to the Operating Rules with respect to their consistency and compliance with the ODF policies and mission posted on the ODF website, and with a view toward ensuring that the ODF brand will not be adversely impacted by the change(s).

(b) Binding Effect. The Operating Rules, as attached as Appendix A and as hereafter amended from time to time, shall be deemed to be fully incorporated into this

Agreement by this reference, and binding on Participant. They shall also be posted on the OIDF website. Amendments to the Operating Rules approved after the date of this Agreement shall be binding when they take effect vis-à-vis Participant as outlined in Section 9.4 of this Agreement.

**1.2.3. Progress Reporting.** The GAIN POC Co-Chairs will regularly share information regarding the scope, roadmap, and progress of the GAIN POC with all GAIN POC Participants, the members of the OpenID Foundation, and the community at large. Without limitation this may include updates to the GAIN POC Website, OIDF blog posts, oral or written updates provided during OIDF member workshops, and oral or written updates provided to the OIDF eKYC/IDA Working Group, the OIDF Executive Committee/Board, and OIDF liaison partners.

**1.3. GAIN POC Website.** The GAIN POC Co-Chairs, with the support of the OIDF staff and officers as required, will define the content of the designated publicly accessible GAIN POC portion of the openid.net website and open-source documentation repositories (the “**GAIN POC Website**”), in accordance with this Agreement. Such content will include a description of the GAIN POC and its purpose, a copy of the then-current Operating Rules governing the GAIN POC, a complete copy of this form of Agreement signed by each GAIN POC Member, and information on how to participate in the GAIN POC. The content may also include links to or information on access to any sandbox, certification test environments, or other Resources that are incorporated into or used by the GAIN POC. Together with this Agreement and the Operating Rules, the descriptions published on the GAIN POC Website and associated documentation will govern the elements, participation, duration, and specifics of the GAIN POC.

## **2. Resources Available to GAIN POC**

**2.1. Resources and Resource Providers.** OIDF offers systems, services, and other resources to OpenID Foundation Working Groups and Community Groups to help deliver on the OIDF’s mission. OIDF may, in its sole discretion, provide one or more systems, services, or other resources to the GAIN POC, such as access to one or more OpenID websites, OpenID sandbox and testing platforms, any OpenID reference applications, OpenID document repositories (e.g., Bit Bucket), OpenID specifications, cloud or software as a service (SaaS) services, communication services (e.g. Slack, email list-servs), data services, server appliances or other hardware, virtual appliances, or downloadable assets and related materials. Similarly, Participant may, in its sole discretion, provide one or more systems, services, or other resources to the GAIN POC, such as access to one or more websites, testing interfaces, reference applications, document repositories, cloud or SaaS services, communication services, data services, server appliances or other hardware, virtual appliances, or downloadable assets and related materials. All such systems, services, or other resources, whether provided by OIDF or a GAIN POC Member, shall collectively be referred to as “**Resources**,” and where relevant, OIDF, Participant, and any other GAIN POC Member that provides one or more Resources to the GAIN POC may be referred to as a “**Resource Provider**” in this Agreement.

## **2.2.Resource Terms and Conditions.**

**2.2.1. Participant as User.** If Participant uses any Resource provided by another Resource Provider (e.g., shared GitHub repository, slack account ), Participant's use of such Resource in the context of the GAIN POC will be governed solely by the terms and conditions of this Agreement, except for Resources that are built on or incorporate standard third party products or services (e.g. GitHub or Slack), in which case the terms and conditions of the underlying standard third party product or service may also apply. Participant's use of such Resource shall be deemed acceptance of these terms.

(a) Use in Non-Production Test Environment Only. For the duration of the GAIN POC, all testing or interoperation activities conducted by Participant using Resources provided by another Resource Provider shall be performed in a non-production sandbox environment, at Participant's own risk.

**2.2.2. Participant as Resource Provider.** If Participant, acting as a Resource Provider, provides any Resource for use by other GAIN POC Members, Participant is deemed to provide the Resource for the exclusive use of all GAIN POC Members in accordance with and subject to the terms of this Agreement, and without the imposition of any additional obligations or compensation requirements on any GAIN POC Member using such Resource. Participant's act of providing such Resource to the GAIN POC is deemed to be Participant's acceptance of these terms.

**2.2.3. DISCLAIMERS.** ALL RESOURCES PROVIDED BY PARTICIPANT AS A RESOURCE PROVIDER FOR USE BY GAIN POC MEMBERS, OR PROVIDED BY OIFD OR ANY OTHER RESOURCE PROVIDER AND USED BY PARTICIPANT, ARE PROVIDED "AS IS" AND "WHERE IS," WITH NO REPRESENTATIONS OR WARRANTIES WHATSOEVER. ALL EXPRESS AND IMPLIED WARRANTIES REGARDING SUCH RESOURCES ARE DISCLAIMED.

## **3. Participant Confidentiality and IP Rights**

**3.1. No Confidential Information.** Participant agrees and acknowledges that all Resources, implementations, products, or services, test results, feedback, or any other information, data, product or service features, implementation roadmap, or materials of any type, whether in tangible or intangible form (collectively "**Materials**") that Participant shares with the GAIN POC will be considered non-confidential information, regardless of any markings to the contrary included thereon or related thereto. Participant agrees that it will not share any Materials that it considers to be or to disclose confidential information with the GAIN POC or any GAIN POC Member for use in the GAIN POC. This provision does not apply to Materials shared between Participant and other GAIN POC Members or third parties outside of the context of participating in the GAIN POC or for a purpose other than furthering the work of the GAIN POC. The foregoing provisions of this Section 3.1 shall also apply to Materials submitted to the GAIN POC by OIFD.

**3.2. IP Rights in Standards.** Participant is entering into this Participation agreement for the purpose of interoperability testing using standards developed by OI DF and other entities, with all such standards to be selected by the GAIN POC Members. Those standards are protected by the asserted intellectual property rights of the applicable standards body, which may include or comprise copyright, trade secret, patent rights, patentable designs or processes, and/or other intellectual property (collectively “**IP Rights**,”) such as those outlined in the OI DF IPR Policy. For the avoidance of doubt, it is expected that such standards will include, but will not be limited to, OpenID Connect for Identity Assurance, OpenID Connect, and the Financial Grade API, and will address the interfaces between GAIN POC Members. Other standards developed by OI DF or other entities may also be selected to address the interfaces between GAIN POC Members and metadata directories. The selected standards may also address aspects of how a service should be operationalized, such as requiring an audit log of data of key changes made by or to a metadata directory. In addition to the interfaces of a metadata directory, a standard may also address the structure, organization, or software for a metadata directory’s operation, and such “open source” solutions may be tested by Participant alongside proprietary metadata directory solutions covered under 3.3.

**3.3. IP Rights in Participant Implementations, Products, and Services (including Metadata Directories).** Except as provide in Section 3.2 above, all IP Rights, title, property, and interest in and to any of Participant’s implementations, products, and services (including “Metadata Directories” as referenced in Appendix B) tested for compatibility with designated technical standards hereunder, all copies, improvements, modifications and derivative works thereof, related documentation and materials, and ownership of all intellectual property rights therein and thereto (“**Proprietary Application**”), shall at all times remain with Participant and its licensors. Because the same rule applies to the Proprietary Applications of all other GAIN POC Members, under no circumstances shall Participant sell, license, sublicense, distribute, assign, dispose of, encumber, or suffer a lien, or otherwise transfer any Proprietary Application of any other GAIN POC Member to a third party without the prior written consent of the applicable GAIN POC Member. For avoidance of doubt, this term shall apply in full irrespective of the type of entity that is interoperating with others, such as a Relying Party, Identity Provider, Digital Platform, Payment Network, Bank, Financial Service Provider, Mobile Network, non-profit entity, or other.

**3.4. IP Rights in Resources Provided by Participant.** Except as provide in Section 3.2 above, all IP Rights, title, property, and interest in and to any Resource provided by Participant acting as a Resource Provider, all copies, improvements, modifications and derivative works thereof, and related documentation and materials, including ownership of all intellectual property rights therein and thereto, shall at all times remain with Participant and its licensors. Because the same rule applies to the Resources provided by all other GAIN POC Members, under no circumstances shall Participant sell, license, sublicense, distribute, assign, dispose of, encumber, or suffer a lien, or otherwise transfer any Resource of any other GAIN POC Member to a third party without the prior written consent of Participant.

**3.5. IP Rights in GAIN POC Work Product.** Beyond the IP protection noted in Sections 3.2, 3.3, and 3.4 above, other work product subject to IP Rights may be developed in the course of the GAIN POCs work. For example, the GAIN POC, through the efforts of one or more GAIN POC Members, may develop or compile various reports, recommendations, directories, software, designs, processes, documentation, and/or other forms of technical work product for the GAIN POC, including contributed discovery mechanisms, contributed metadata directories, contributed interface APIs, and associated data (collectively and individually, “**GAIN POC Work Product**”) which may include or comprise IP Rights. Participant acknowledges that in the course of its participation in the GAIN POC, Participant itself may, at its sole discretion, help develop, compile, or contribute to, or donate in whole or in part, such GAIN POC Work Product, and that such GAIN POC Work Product may include or comprise IP Rights in which Participant has an ownership interest or other non-public rights (“**Participant IP Rights**”).

Participant further acknowledges that OI DF is an open-source community, and that OI DF intends to make all GAIN POC Work Product broadly available for implementation and use by others without a fee. To facilitate this, Participant grants certain rights in (and makes other commitments regarding) its Participant IP Rights. The terms of those grants and commitments are set forth in Part V (“Copyrights”) and Part VI (“Patents”) of the then-current OpenID Intellectual Property Rights Policy, available at [openid.net/agreements-policies](https://openid.net/agreements-policies) (“**OI DF IPR Policy**”). Parts V (“Copyrights”), VI (“Patents”), and VII (“Notices”) only of the OI DF IPR Policy (“**OI DF IPR Policy Parts V-VII**”) are incorporated into this Agreement by this reference and made binding on Participant. To coordinate the terms used in this Agreement to the terms used in the OI DF IPR Policy Parts V-VII, the capitalized terms used in OI DF IPR Policy Parts V-VII as incorporated in this Agreement, *and for the purposes of incorporation in this Agreement only*, shall be defined as follows:

- “**Compliant Portions**” shall mean those specific portions of a product (hardware, software, or combinations thereof), service, or report only to the extent that they include or implement, and are compliant with all relevant portions of a particular Implementers Draft or Final Specification;
- “**Contribution**” shall mean any Materials or other work product provided by a GAIN POC Member and intended for any GAIN POC Work Product;
- “**Contributor**” shall mean Participant;
- “**Final Specification**” shall mean the final version of any GAIN POC Work Product;
- “**Implementation**” shall mean a product (e.g., but without limitation, hardware, software, or firmware) or service that consists of (or makes use of) one (1) or more Compliant Portions;
- “**Implementer**” shall mean any person or other entity that creates, distributes, or offers a product or service that makes use of an Implementation;
- “**Implementers Drafts**” shall mean a draft version of any GAIN POC Work Product;
- “**Necessary Claims**” shall mean claims of any patent or patent application, other than design patents and design registrations, in any jurisdiction in the world: (a) for which a GAIN POC Member has the right, at any time when this Policy is effective, to grant licenses or rights of the nature granted herein without such grant resulting in payment

of royalties or other consideration to third parties (except for payments to Related Entities or employees); and (b) that are necessarily infringed by Compliant Portions of a particular Implementation. A claim is necessarily infringed hereunder only when such infringement could not have been avoided by another commercially reasonable non-infringing implementation of Compliant Portion(s) of that particular Implementation based on the state of the art when the applicable Final Specification is/was deemed final (or when the Implementers Draft was approved, as applicable), in accordance with the applicable OpenID Process. "Necessary Claims" do not, however, include any claims of any patent or patent application that read on: (x) any enabling technologies that may be necessary to make or use any product or service (or portion of either) that complies with an Implementers Draft or Final Specification, but that are not themselves expressly set forth in such Implementers Draft or Final Specification; (y) the implementation of other published standards not developed by or for the OpenID Foundation; or (z) any portion(s) of any product or service (or any combination of such portion(s)) the sole purpose or function of which is not required to comply with an Implementers Draft or Final Specification.;

- **"OpenID Foundation"** shall mean OIDF;
- **"OpenID Process"** shall mean the Operating Rules;
- **"Policy"** shall mean OIDF IPR Policy Parts V-VII, subject to these definitions;
- **"Related Entity"** shall mean, with respect to any Participant, any person, firm, corporation, partnership, or similar entity that, directly or indirectly controls, is controlled by, or is under common control with such Participant, but only for so long as such control exists. For purposes of the foregoing, "control" means direct or indirect control of fifty percent (50%) or more of the voting power to elect directors of that corporation, or for any other entity, the power to direct management of such entity;
- **"Specification"** shall mean any GAIN POC Work Product;
- **"Work Group"** shall mean the GAIN POC community group.

Participant will not incorporate any third-party materials into any Contribution unless it has all the rights and licenses necessary from such third party to submit such Contribution in accordance with the terms and conditions of the OIDF IPR Policy Parts V-VII and the foregoing definitions.

Participant understands and acknowledges that it has full discretion regarding whether or not it helps develop, compile, or contribute to, any GAIN Work Product. If Participant does help develop, compile, or contribute to, any GAIN Work Product, Participant agrees that it will not share any IP Rights in which Participant has or may have an interest for use in any such GAIN Work Product that it is not comfortable with sharing under the terms of the OIDF IPR Policy Parts V-VII and the foregoing definitions.

**4. Data Privacy.** Participant agrees that: (i) GAIN POC will operate in accordance with the OIDF Privacy Policy available on the OIDF website; and (ii) it will not provide to the GAIN POC, or utilize in connection with GAIN POC testing or other activities, any personal information as defined in any applicable privacy or data protection law, except that Participant acknowledges

and consents to OI DF posting a copy of this Agreement on its website, including the limited personal information provided on this Agreement and any supplement thereto. Without limiting the foregoing, the use of actual personal information for testing is prohibited. In the event of any such use of personal information by Participant, Participant will be responsible for any resulting breach of applicable privacy laws.

**5. Representations and Warranties.** Participant continuously represents and warrants that: (a) if it is a Entity Member, its Representatives are, and at all times material will be, either its employees (who will participate in the GAIN POC within their scope of employment and who are legally obligated to assign to Participant all intellectual property created within the scope of their employment), or its independent contractors (who are under written obligation to assign to Participant all rights in any intellectual property created within the scope of their engagement); (b) Participant has no obligation to any third party (e.g., an obligation of confidentiality, an obligation to assign inventions) that would preclude or limit participating in the GAIN POC; (c) Participant has full power and authority to enter into and perform this Agreement; and (d) the individual signing this Agreement has full authority to bind Participant to this Agreement.

**6. Disclaimer of Warranties.** OI DF DISCLAIMS ALL WARRANTIES OF ANY KIND WHETHER EXPRESS OR IMPLIED REGARDING THE GAIN POC, ANY RESOURCES PROVIDED BY OI DF OR ANY GAIN POC MEMBER IN CONNECTION THEREWITH, OR ANY RESULTS OF EITHER OF THE FOREGOING, ALL OF WHICH ARE PROVIDED HEREUNDER "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND.

**7. Limitation of Liability.** EXCEPT FOR ANY BREACH OF THE IP RIGHTS OF OI DF OR PARTICIPANT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY, OR ITS DIRECTORS, OFFICERS, OR AGENTS BE LIABLE UNDER ANY CONTRACT, TORT, STATUTORY, OR OTHER LEGAL OR EQUITABLE THEORY, INCLUDING NEGLIGENCE, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST INCOME, REVENUE OR PROFITS, LOST OR DAMAGED DATA, RESOURCE DOWNTIME, OR OTHER COMMERCIAL OR ECONOMIC LOSS, ARISING FROM PARTICIPATION IN THE GAIN POC, OR THE USE OF, OR INABILITY TO USE, ANY RESOURCE PROVIDED HEREUNDER. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY EVEN IF PARTICIPANT OR OI DF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE. IN NO EVENT WILL THE TOTAL LIABILITY OF OI DF OR PARTICIPANT FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY EXCEED \$100. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

## **8. Term and Termination**

**8.1. GAIN POC.** The GAIN POC shall continue as an OI DF community group until terminated by OI DF, in its sole discretion, on such date as it specifies in a written notice to then-current



GAIN POC Members. This Agreement with Participant shall automatically terminate upon termination or expiration of the GAIN POC.

**8.2. This Agreement.** The term of this Agreement begins on the Effective Date and continues until the earlier of termination by either party hereto, or expiration or termination of the GAIN POC as provided above. Participant may terminate this Agreement at any time, for any reason or no reason, on written notice to OIDF and in accordance with the requirements of the Operating Rules, including but not limited to the Notice Period requirements in Section 10 thereof. However, termination will not diminish Participant's obligations under Sections 3, 4, 5, 6, 7, 9.3, 9.4, 9.5, and 9.6 of this Agreement, and the Operating Rules, which will survive any termination of this Agreement. OIDF may terminate this Agreement at any time if: (a) the GAIN POC has ceased or completed its work; (b) Participant has confirmed in writing its intent to cease participating in the GAIN POC and has withdrawn from such group in accordance with the Operating Rules; or (c) Participant is in material breach of this Agreement and such breach is not cured within 30 days of written notice from OIDF. Termination of this Agreement by either party will also result in automatic termination of Participant's participation in the GAIN POC.

**9. General; Additional Terms.**

**9.1. Written; Signed.** For purposes of this Agreement, "written" and "writing" includes a communication that is transmitted or received by electronic mail, or any other electronic means permitted by applicable law, and "sign" and "signature" includes an "electronic signature" as defined by applicable law.

**9.2. Notices.** Notices may be provided in writing either by electronic mail or physical mail to the person(s) and location(s) designated by the intended recipient in this Agreement. Notices to OIDF should be sent to OIDF by mail at: OpenID Foundation, 5000 Executive Parkway, Suite 302, San Ramon, CA 94583, United States, Attention: Executive Director; or by email at: [help@oidf.org](mailto:help@oidf.org). Notices to Participant should be sent to Participant by mail at: the address provided in Table 1 on Page 1; or by email at the email address specified in Table 1. Unless Participant notifies OIDF to the contrary, if Participant is a Entity Member, its contact for notices is its "First Representative" in Table 1. Either party may specify substitutions of the foregoing individuals and addresses by giving written notice in accordance with this section. Notice shall be deemed given when received at the recipient's mail or email address.

**9.3. Miscellaneous.**

- (a) Governing Law; Jurisdiction. This Agreement is governed by New York law without regard to the conflicts of laws provisions thereof, and both parties agree to exclusive jurisdiction and venue in the federal or state courts in the City of New York, New York, and waive any argument that this is an inconvenient forum.
- (b) Binding Arbitration. Any dispute, controversy, or claim arising out of or relating to this Agreement, its performance, or the alleged breach thereof, which cannot be resolved by

negotiation between or among the affected parties, shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The place of arbitration shall be New York city, and the law of the State of New York, USA, shall apply. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The foregoing shall not apply to disputes, controversies, or claims involving the use or ownership of intellectual property or otherwise seeking injunctive relief.

- (c) Assignment. Participant may not assign this Agreement without OIDF's prior written consent, which will not be unreasonably withheld.
- (d) Waiver. The failure of OIDF or Participant to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. Only written waivers will be effective.
- (e) Fees; Expenses. There is no fee or other charge to execute this Agreement and become a GAIN POC Member. Each party will, however, pay all of its own costs and expenses related to its participation in the GAIN POC.
- (f) Counterparts. This Agreement may be executed in counterparts, and either on paper or an electronic record.
- (g) Compliance with Laws. In performing this Agreement, each party will comply with all applicable laws, rules, and other requirements (including antitrust laws) of governments having jurisdiction. All rights and remedies under this Agreement are cumulative.
- (h) Independent Contractors. Each party is an independent contractor to the other and may not act on behalf of or bind the other. Nothing in this Agreement may be construed as creating any other relationship (including employment, partnership, joint venture, franchise, or agency).
- (i) Unenforceable Terms. If any term of this Agreement is found unenforceable, the remainder will be fully enforced to affect the parties' intent.
- (j) Third Party Beneficiaries. The other GAIN POC Members in the GAIN POC are intended third-party beneficiaries of Participant's obligations under this Agreement.

**9.4. Entire Agreement; Changes.** This Agreement (including all Exhibits and Appendices, if any, and the incorporated Operating Rules and OIDF IPR Policy Parts V-VII), is the entire agreement of the parties regarding participation in the GAIN POC, and merges and supersedes all related prior and contemporaneous communications and agreements relating specifically to the GAIN POC. This Agreement, as well as the Operating Rules and OIDF IPR Policy Parts V-VII incorporated herein, may each be amended from time to time by the OIDF Board of Directors, or in the case of the Operating Rules, by affirmative vote of the OIDF GAIN POC Members (as defined in the Operating Rules) and the OIDF Executive Committee, and Participant agrees to abide by the terms thereof as amended, provided, however, that any such amendment to this Agreement, the Operating Rules, or OIDF IPR Policy Parts V-VII that would materially and potentially affect Participant's rights and obligations shall not bind Participant until thirty (30) days' from the date that notice of such action is given to Participant. Amendments shall have prospective effect only. Participant shall be bound by such a duly adopted amendment unless it

elects to terminate this Agreement and its participation in the GAIN POC prior to the effective date of any such amendment.

**9.5. Use of OI DF Name.** OI DF acknowledges and agrees that, except as otherwise provided in the OI DF Trademark Policy, Participant may use the OI DF name and/or logo solely for use in its public communication's related to Participant's participation in the GAIN POC. All such references must be truthful and accurate, and except as provided in the Operating Rules, only the name and/or logo of the OI DF, as the case may be, may be used. No right or title or other license to use the OI DF name and/or logo is inferred or granted.

**9.6. Privacy Consent to Publication of Agreement.** It is standard practice of the OpenID Foundation to publish copies of all signed Contribution Agreements entered into by members of its various Working Groups (see, e.g., <https://openid.net/executed-contribution-agreements/>), given the nature of open standards development due process including voting rights. Similarly, Participant acknowledges and agrees that OI DF will publish this Participation Agreement as signed by Participant (and including Participant's personal information contained herein), as well as the Participation Agreements signed by all other GAIN POC Members, via posting on the OI DF publicly accessible website, and consents to such publication. If Participant is an Entity Member, Participant also represents that it has obtained appropriate consent under applicable law from all individuals listed in this Agreement (e.g., all Representatives) to the publication of this Agreement and their personal information listed herein.

The parties have formed this Agreement as of the Effective Date.

**OPENID FOUNDATION**

\_\_\_\_\_  
**("PARTICIPANT")**

\_\_\_\_\_  
By: (Sign)

\_\_\_\_\_  
By: (Sign)

\_\_\_\_\_  
Name: (Print)

\_\_\_\_\_  
Name: (Print)

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date of Signing:

\_\_\_\_\_  
Date of Signing:

## **Appendix A Operating Rules**

- 1. Defined Terms.** All capitalized terms used but not defined in these Operating Rules have the meanings assigned in the OpenID Foundation GAIN Proof of Concept Group Participation Agreement to which these Operating Rules are attached.
- 2. Consensus.** Consensus is a core OpenID Foundation value. To promote consensus, GAIN POC Co-Chair(s) should encourage consideration and resolution of all legitimate comments of GAIN POC Members. All GAIN POC decisions will optimally be made by determining consensus, without formal vote. GAIN POC Co-Chair(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. Consensus should reasonably reflect the opinion of a supermajority (i.e., at least two-thirds) of GAIN POC Members to the GAIN POC, after reasonable inquiry by the GAIN POC Co-Chairs. If a decision cannot be made by consensus, the GAIN POC should defer decision until consensus can be reached. If deferral would prejudice the GAIN POC's work, however, the Co-Chair(s) may call a formal vote in accordance with these Operating Rules.
- 3. Appropriate behavior.** Nothing in these Operating Rules, or any subsequent changes to the Operating Rules, shall contravene the OpenID Foundation's mission. All GAIN POC Members should exemplify civility and collegiality, with the primary goal of reaching consensus on all matters as per Section 2 ("Consensus") above. The GAIN POC Co-chairs may revoke a GAIN POC Member's privilege of testing if they detect abusive activity (e.g. excessive interface requests).
- 4. Fairness & Momentum.** The GAIN POC Co-Chairs and GAIN POC Members will seek to balance the participation of all GAIN POC Members and their needs with the GAIN POC's ability to deliver on the GAIN POC's roadmap in a timely manner. The GAIN POC Members also recognize that there is a community desire to see a fair ecosystem emerge from this work, and that GAIN POC Members and OIDF will all play a role to ensure that outcome. The testing performed should serve to inform subsequent governance discussions, while avoiding "closing doors" to operating models that would allow the GAIN Whitepaper's vision (<https://gainforum.org/GAINWhitePaper.pdf>) to be realized. For example, all GAIN POC Members that want to interoperable test, regardless of whether they offer a Relying Party, Identity Service Provider, or a Metadata Directory, can test against all other available services and no GAIN POC Member will restrict who can test against their interface. To streamline interoperability and POC momentum, GAIN POC Members may be required to complete conformance tests before they are admitted to the shared testing environment. If OIDF certification is required, then OIDF self-certification fees may apply.

5. **Fair Access and Communication.** All use of Resources provided by Resource Providers shall be subject to the terms and conditions of use specified in the Agreement, including: (i) fair access to Resources for all GAIN POC Members to eliminate any potential bias by Resource Providers, and (ii) obligations on GAIN POC Co-chairs to immediately inform GAIN POC Members of changes to the available Resources.
6. **Participant Meetings and GAIN POC Work.** The GAIN POC Co-Chairs shall determine the cadence and dates for meetings in consultation with the GAIN POC Members. The only formal rules required to conduct the GAIN POC work and meetings are those stated in these Operating Rules. GAIN POC Members may adopt any other reasonable rules desired (as long as such rules are consistent with these Operating Rules, the OIDF IPR Policy Parts V-VII, and the OIDF Bylaws). Regardless of any rules adopted, however, the GAIN POC should exemplify civility and collegiality, with the primary goal of reaching consensus on all matters.
7. **Use of OIDF Resources.** Except as stated elsewhere in this Agreement, the GAIN POC may use Resources offered by the OIDF as a Resource Provider, but is not obliged to do so. For example, OIDF may offer document repository and communication resources but the GAIN POC Members may decide to use other Resources made available by another Resource Provider.
8. **OIDF Use of Entity Name and Logo.** GAIN POC Members acknowledge that they benefit from being publicity associated with the GAIN POC. Such GAIN POC Members will be recognized as thought leaders building identity capabilities that will serve users globally. Success in delivering on the vision of the GAIN Whitepaper is dependent upon thought leaders taking action, demonstrating to others what is achievable, and communicating clearly. In this spirit, OIDF may publicly disclose and identify Participant as a member of and participant in the GAIN POC, and in connection therewith, use Participant's name and/or logo in documentation, press releases, brochures, on the OIDF website, as part of OIDF/ GAIN POC presentations and publications, and in any other materials of the OIDF or venues in which the OIDF provides such information regarding the GAIN POC. All such references must be truthful and accurate, and except as provided in Section 9.6 of the Participation Agreement ("Privacy Consent to Publication of Agreement"), only the name and/or logo of the Participant and/or the OIDF, as the case may be, may be used. No right or title or other license to use any GAIN POC Member's name and/or logo is inferred or granted.
9. **Option to Restrict Use of Name or Logo.** Notwithstanding Section 8 of these Operating Rules above, the OIDF and GAIN POC Co-Chairs acknowledge that the ability of OIDF to make use of the name and logo of GAIN POC Members (beyond the disclosure of name authorized in Section 9.6 of the Participation Agreement "Privacy Consent to Publication of Agreement") may be perceived as imposing an unreasonable burden on some potential GAIN POC Members that would inhibit or restrict their ability or willingness to join the GAIN POC. Since the OIDF does not want this to provide a barrier to participation, one or more of

the following exceptions will be extended to existing and potential GAIN POC Members upon written request to the Co-Chairs:

- (a) A GAIN POC Member may restrict use of its logo in all marketing materials related to the GAIN POC
- (b) A GAIN POC Member may restrict use of its logo in all marketing material related to the GAIN POC unless it such use has been pre-approved by the entity
- (c) A GAIN POC Member may restrict use of its entity name in all marketing materials related to the GAIN POC
- (d) A GAIN POC Member may restrict use of its entity name in all marketing material related to the GAIN POC unless such use has been pre-approved by the entity

Such notice will need to be acknowledged by the GAIN POC Co-chairs in writing and recorded in a shared repository accessible to GAIN POC Members, but edited only by the Co-Chairs. Potential GAIN POC Members may send such notice to the GAIN POC Co-chairs at the time of signing the Participation Agreement, in which case it will take effect immediately upon joining. The Co-Chairs will make all reasonable efforts to honor the restrictions requested by each entity. However GAIN POC Members acknowledge that there is not a marketing team to serve the GAIN POC, and that all work by Co-chairs is voluntary. As such bespoke requests cannot be supported beyond (a)-(d) above, and good faith efforts will be made to swiftly correct any errors. GAIN POC Members may change their exception status by emailing such change to the Co-Chairs.

**10. Voting.** When the GAIN POC Co-Chairs determine that consensus cannot be achieved on an issue that merits voting, the GAIN POC Co-Chairs shall give notice to the GAIN POC Members that voting will be required. Votes will be conducted ad hoc during GAIN POC meetings, unless the Co-Chairs determine that other voting mechanisms will assist the decision-making process (e.g. Survey Monkey). The following rules shall apply when voting is required:

- (a) **Voting Classes.** For purposes of voting, there shall be two classes of GAIN POC Members ("**Voting Classes**"): (a) OIDF GAIN POC Members, and (b) Other GAIN POC Members. The following shall be the requirements for inclusion in each voting class:
  - (1) "**OIDF GAIN POC Members.**" Any Individual Member or Entity Member shall be considered as an OIDF GAIN POC Member upon (1) acceptance of the OpenID Foundation's signed membership agreement in such form as required by the OpenID Foundation, and receipt by the OpenID Foundation of the applicable membership dues, if any, and (2) the acceptance of the signed Participation Agreement. As per OIDF Bylaws, an OIDF GAIN POC Member shall cease to be an OIDF Member, and thus cease to be an OIDF GAIN POC Member, in the event of its resignation, expulsion, termination, or suspension from the OpenID Foundation.
  - (2) "**Other GAIN POC Members.**" Any Individual Member or Entity Member, that does not qualify as OIDF GAIN POC Member shall be considered as an Other GAIN POC

Member upon the acceptance of a signed Participation Agreement. An Other GAIN POC Member shall cease to be an Other GAIN POC Member upon termination of its Participation Agreement for any reason, or upon its resignation, expulsion, or termination, or suspension from the GAIN POC.

(b) **Eligibility to Vote.** Only OIDF GAIN POC Members will be eligible to vote on items related to the:

- Amendments to the Operating Rules;
- GAIN POC Roadmap;
- Co-Chair Election, after the formation of the GAIN POC

All GAIN POC Members (i.e., all OIDF GAIN POC Members and Other GAIN POC Members) shall be eligible to vote on all other issues.

(c) **One Vote per each GAIN POC Member.** Each GAIN POC Member in the Voting Class(es) eligible to vote on a particular issue is entitled to one vote on the issue submitted to a vote. In the event that more than one person representing a GAIN POC Member eligible to vote on the matter (i.e., an Entity Member) is attending the meeting in person or by proxy, only one vote from such GAIN POC Member will be counted, as specified by such GAIN POC Member.

(d) **Quorum and Approval.** Unless otherwise provided herein, voting requires the participation, in person or by proxy, of a quorum of 25% of the Voting Class(es) entitled to vote on the issue. If such a quorum is present, the subject of the vote is deemed approved upon the affirmative vote of a simple majority of the GAIN POC Members so present and entitled to vote (50% plus 1).

**11. Notice Period.** To encourage GAIN POC Members to engage in the POC, without unnecessary barriers to termination in the future, to mitigate the ripple effects of departure, and to engage in a constructive process to preserve reputation and minimize technical and operational issues, GAIN POC Members that desire to leave the GAIN POC agree to give at least three (3) weeks advance written notice of termination to GAIN POC Co-Chairs, unless otherwise mutually agreed between the parties. During this period the Co-Chairs and the GAIN POC Member should work together in good faith to resolve any issues associated with the departure of the GAIN POC Member (such as closing any connections between GAIN POC Member and other entities), removing the GAIN POC Member from GAIN POC services (OIDF or other GAIN POC Members), and the removing the listing of the departing GAIN POC Member from the website, and if Participant is hosting Resources that other Participants are dependent upon or a Resource that contains GAIN Work Product, the Participant will work with Co-Chairs to migrate the Resource and/or Work Product as appropriate.

## Appendix B. GAIN POC Whitepaper illustration of Entity Participants

The GAIN POC may evolve its view of how entities may interoperate, and the respective standards bodies may evolve the standards the specify the interfaces between those parties.

Figure D.4. Data Flow in the GAIN, is attached below to illustrate current understanding. Please refer to the GAIN Whitepaper published at <https://nat.sakimura.org/2021/09/14/announcing-gain/>.

Figure D.4: Data Flow in the GAIN

