

**OPENID FOUNDATION
COMMUNITY GROUP
PARTICIPATION AGREEMENT**

THIS 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. Participant seeks to join and participate in the community group identified below in accordance with the terms and conditions of this Agreement.

Community Group (“ CG ”) Name	
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Table 1 – Participant Information		
Legal Name (“ Participant ”):		
Participant’s CG Membership Status <i>(check one)</i>	<input type="checkbox"/> Individual CG Member: an individual who is not representing another person or entity. Individual CG 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 CG.	
	<input type="checkbox"/> Entity CG Member: a firm, corporation, partnership, association, government agency, or similar entity, which will participate and be represented in the CG by one (1) or more Representatives identified below (and in a supplemental exhibit, if attached). Entity CG Members will, as soon as commercially practicable, notify OIDF in writing of any change of its Representatives.	
Participant Address		
Individual CG Member or First Entity Representative: <i>(Required)</i>	Name/Title:	
	Phone/ Email:	
Second Entity Representative: <i>(Optional - Entity CG Members only)</i>	Name/Title:	
	Phone/Email:	
Third Entity Representative: <i>(Optional - Entity CG Members only)</i>	Name/Title:	
	Phone/Email:	
Fourth Entity Representative: <i>(Optional - Entity CG Members only)</i>	Name/Title:	
	Phone/Email:	
Fifth Entity Representative: <i>(Optional - Entity CG Members only)</i>	Name/Title:	
	Phone/Email:	
<i>Additional Representatives for Entity CG Members may be listed in an attached supplemental exhibit.</i>		

1. Community Group Background. The OIDF Board of Directors (“**Board**”) has established the Community Group identified above (the “**CG**”) as an OIDF committee to research, review, analyze, address, or make recommendations regarding one or more specific issues of importance to OIDF, its members, or the OpenID community generally. The purpose of, and issues to be addressed by, this CG are defined in the charter for the CG approved by the OIDF Board and posted on the OIDF website (“**CG Charter**”). All individuals and legal entities desiring to join and participate in the CG are required to sign this standard form of Participation Agreement referencing the CG, and only individuals and legal entities that have signed this form of Agreement (collectively “**CG Members**”) may participate in the CG. However, individuals that are not yet Participants or Representatives may observe (but not make CG Contributions to or otherwise actively participate in) a CG meeting on an ad hoc basis solely at the discretion of the Co-chairs. All observers must announce their name and any entity affiliation at the start of the meeting.

2. Participation in the CG. Participant hereby agrees to join the CG and is granted the right to participate in the CG as a CG Member, according to the terms and conditions of this Agreement and the Community Group Operating Rules posted on the OIDF website (“**CG Operating Rules**”), which shall be deemed to be fully incorporated into this Agreement and binding on Participant.

2.1. Participant’s Status. Participant’s status as either an Individual CG Member or an Entity CG Member is specified in Table 1 above. OIDF membership is not required to join the CG.

2.2. Designation of Representatives. If Participant is a corporation (or other form of artificial legal entity or juristic person) and is therefore an Entity CG Member (defined in Table 1 above), it will be represented in the CG by one or more designated Representatives identified in Table 1 above and in a supplemental exhibit (if attached). Participant will, as soon as commercially practicable (and in any case before the next CG meeting attended by any of its Representatives), notify OIDF in writing of any change of status of its Representatives.

3. Contribution and Work Product Definitions

“**CG Contribution**” means any content (including but not limited to words, documents, code, data, and diagrams, images, and audio) that a CG member submits for consideration by the CG for use in the development of or inclusion in any CG Work Product. Practical examples include:

- (a) communications to or through any CG mailing list;
- (b) other written materials provided at a face-to-face CG meeting,
- (c) other communications documented as “CG Contributions” in the minutes of a face-to-face CG meeting (without subsequent and timely objection by the putative Participant); or
- (d) any other communications documented as a “CG Contribution” in any online collaboration tools selected by the applicable CG (e.g., Wikis or Web-based form tools).

“**CG Work Product**” means any draft or final version of any report, recommendation, directory, design, process, documentation, or other form of work product or content developed by or for the CG.

4. No Confidential Information. Participant agrees and acknowledges that all CG Contributions, and other information or materials shared broadly with the CG or the “OpenID community” for the purpose of developing CG Work Product or otherwise furthering the work of the CG (but not including materials shared with CG Members outside of the context of participating in the CG or for a purpose unrelated to the CG), will be considered non-confidential information, regardless of any markings to the contrary included thereon or related thereto.

5. Copyrights. In the course of its work developing CG Work Product, OIDF may receive CG Contributions in various forms from Participant or other CG Members and may use such CG Contributions to develop CG Work Product. Participant acknowledges that OIDF is an open-source community, and that OIDF intends to make all CG Contributions and any draft or final versions of any CG Work Product broadly available for use by others without a fee. To facilitate this, and in addition to other applicable terms and conditions in this Agreement, Participant grants certain rights in (and makes other commitments regarding) its CG Contributions as follows:

5.1. CG Contributions

5.1.1. Copyright License. Some CG Contributions may not be subject to copyright. To the extent, however, that a CG Contribution provided by Participant is or may be subject to copyright, the Participant hereby grants a perpetual, irrevocable (except in case of breach of this license), non-exclusive, royalty-free, worldwide license in such copyright to OIDF, to other CG Members, and to any other person or entity, to reproduce, prepare derivative works from, distribute, perform, and display the CG Contribution and derivative works thereof solely for purposes of developing CG Work Product.

5.1.2. No Obligation. Participant acknowledges that OIDF has no duty to use, publish, or otherwise disseminate any CG Contribution.

5.1.3. References. Participant hereby grants permission to reference the name and address(es) of Participant, but only in association with the CG Contribution(s) of Participant (and not with respect to any work derived from such CG Contribution(s), including without limitation any CG Work Product, without the prior written consent of Participant).

5.1.4. Attribution. Participant represents that all of its CG Contributions comply with any copyright attribution requirements relating to third party content.

5.1.5. Retention of Rights. Subject to any licensing obligations herein, Participant retains all rights in and to its CG Contribution(s), and there are no other limitations whatsoever on Participant's ability to exercise any copyright rights in its CG Contribution or any portion thereof.

5.1.6. Contribution. Participant will not incorporate any third-party materials into any CG Contribution that it submits to the CG, unless it has all the rights and licenses necessary from such third party to submit such CG Contribution in accordance with the terms and conditions of this Participation Agreement.

5.1.7. Retroactive Effect. In consideration of the OIDF allowing Participant to join the CG, Participant acknowledges that Section 4 ("No Confidential Information") and Section 5 ("Copyrights") of this Participation Agreement apply to any CG Contributions made before signing this Participation Agreement or otherwise agreeing to the terms of this Participation Agreement.

5.2. CG Work Product.

5.2.1. Ownership. Subject to each CG Member's rights in its CG Contributions, the copyright in any CG Work Product will be owned solely by the OIDF. Each CG Member will execute and deliver such instruments and take such other actions as and when OIDF may reasonably request to perfect or protect OIDF's copyright in any CG Work Product.

5.2.2. License. Participant acknowledges that OIDF will grant to any CG Member or other interested party a non-exclusive, royalty free, worldwide copyright license to reproduce, prepare derivative works from, distribute, perform and display each CG Work Product published by OIDF or the CG, provided that attribution be made to the OIDF as the source of the material, but that such attribution does not indicate an endorsement by OIDF.

6. CG Resources. OIDF may, at its sole discretion, provide resources such as staff support, systems, services, or other resources to the CG to help deliver on the OIDF's mission, which may include access to one or more OpenID websites, OpenID repositories (e.g., BitBucket, GitHub), or communication services (e.g. Slack, email list-servs).

7. Data Privacy. Participant acknowledges that the CG must operate in accordance with the OIDF Privacy Policy available on the OIDF website. Participant agrees that it will not provide to the CG, or utilize in connection with any CG activities, any personal information in violation of the OIDF Privacy Policy or any applicable privacy or data protection law. Without limiting the foregoing, the use of actual personal information for testing is prohibited. In the event of any improper use of personal information by Participant, Participant will be responsible for any resulting breach of applicable privacy laws.

8. Representations and Warranties. Participant continuously represents and warrants that: (a) if it is an Entity CG Member, its Representatives are, and at all times material will be, either its employees (who will participate in the CG 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 contract or other obligation to any third party (e.g., an obligation of confidentiality, an obligation to assign inventions)

that would preclude or limit participating in the CG; (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.

9. Disclaimers; Exclusions; Limitations. Except as otherwise provided in this Agreement, neither party makes any representations or warranties (express, implied, or otherwise), including implied warranties of merchantability, non-infringement, fitness for a particular purpose, or title, related to its performance or anything else provided under this Agreement. Neither party will be liable for any special, incidental, punitive, or consequential damages of any kind for any reason whatsoever relating to this Agreement, even if such damages were reasonably foreseeable.

10. Term and Termination

10.1. Community Group. The CG shall continue as an OIDF community group until terminated by OIDF, in its sole discretion, on such a date as it specifies in a written notice to then-current CG Members.

10.2. 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 CG 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 CG Operating Rules, including but not limited to its Notice Period requirements. OIDF may terminate this Agreement at any time if: (a) the CG has ceased or completed its work; (b) Participant has confirmed in writing its intent to cease participating in the CG or has otherwise withdrawn from the CG; 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 CG. However, termination will not diminish the Participant's obligations under Sections 4, 5, 6, 7, 8, 10, 11, 12, and 13 of this Agreement, and the CG Operating Rules, which will survive any termination of this Agreement.

11. General; Additional Terms.

11.1. 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.

11.2. 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. 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 an Entity CG 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.

11.3. 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.

11.4. Assignment. Participant may not assign this Agreement without OIDF's prior written consent, which will not be unreasonably withheld.

11.5. 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.

11.6. Fees; Expenses. There is no fee or other charge to execute this Agreement and become a CG Member. Each party will, however, pay all of its own costs and expenses related to its participation in the CG.

11.7. Counterparts. This Agreement may be executed in counterparts, either on paper or electronically.

11.8. Compliance with Laws. In performing this Agreement, each party will comply with all applicable laws, rules, and other requirements (including data protection, privacy, and antitrust laws) of governments having jurisdiction. All rights and remedies under this Agreement are cumulative.

11.9. 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).

11.10. Unenforceable Terms. If any term of this Agreement is found unenforceable, the remainder will be fully enforced to affect the parties' intent.

11.11. Third Party Beneficiaries. The other CG Members in the CG are intended third-party beneficiaries of Participant's obligations under this Agreement.

11.12. Incorporation of Other OI DF Policies. To the extent they are applicable to Participant's role in the CG, the other OI DF policies published on the OI DF website at <https://openid.net/policies/> are incorporated in this Agreement by reference, and Participant agrees to comply with them. This includes, but is not limited to the OI DF Antitrust Policy, OI DF Bylaws, Directed Funding Policy, Privacy Policy, and Trademark Usage Policy.

12. Entire Agreement; Changes. This Agreement (including all Exhibits and Appendices, if any), and the incorporated CG Operating Rules, is the entire agreement of the parties regarding participation in the CG, and merges and supersedes all related prior and contemporaneous communications and agreements relating specifically to the CG. This Agreement, as well as the CG Operating Rules incorporated herein, may each be amended from time to time by the OI DF Board of Directors and Participant agrees to abide by the terms thereof as amended, provided, however, that any such amendment to this Agreement or the CG Operating Rules 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 CG prior to the effective date of any such amendment.

13. 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 communications related to Participant's participation in the CG. All such references must be truthful and accurate, and except as provided in the CG 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.

14. Consent to Disclosure of Participant Name and Limited Personal Information. Participant acknowledges that, consistent with the open and transparent nature of OI DF, and to facilitate the work of the CG, OI DF may publicly disclose the following limited information relating to all CG Members and (where relevant) their Representatives:

- the names of all CG Members (individual or entity) that have signed this Participation Agreement, which may be disclosed in documentation, press releases, brochures, on the OI DF website, as part of OI DF or CG presentations and publications, and in any other OI DF materials or venues in which the OI DF provides such information regarding the CG, and
- the names, affiliation (if relevant), and email addresses of all Individual CG Members and all Representatives of Entity CG Members identified on such Participation Agreements (or subsequently added by notification pursuant thereto), which may be disclosed in connection with CG activities (e.g., email lists, information on CG Website).

Participant consents to the public disclosure of such personal information related to Participant. If Participant is an Entity CG Member, Participant also represents that it has obtained appropriate consent under applicable law to the public disclosure of such personal information from all Representatives listed in this Agreement and any amendments or supplement thereto.

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:

**OPENID FOUNDATION
PARTICIPATION AGREEMENT
SUPPLEMENTAL EXHIBIT – ADDITIONAL REPRESENTATIVES**

Additional Representative Information			
Additional Representative: <i>(Entity Members only)</i>	Name/Title		
	Phone/Email		
Additional Representative: <i>(Entity Members only)</i>	Name/Title		
	Phone/Email		
Additional Representative: <i>(Entity Members only)</i>	Name/Title		
	Phone/Email		
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