

# Standard Memorandum of Understanding on Cooperation & Liaison

This Memorandum of Understanding on Cooperation and Liaison ("MOU") is made and entered into as of the Effective Date described below by and between the DID Alliance ("DID Alliance"), a California Corporation, and Kantara, a 501 (c)(6) industry non-profit corporation with its principal place of business at 401 Edgewater Pl, STE 600, Wakefield, MA 01880 ("Liaison").

## RECITALS

WHEREAS, DID Alliance is developing various specifications and other publications for **new open standards and specifications covering trust sourcing, cross-ledger transacting and inclusiveness related to decentralized identity** and wishes to foster the adoption of these specifications (the Purpose);

WHEREAS, DID Alliance convenes member-only meetings wherein member-confidential materials are developed; and

WHEREAS, LIAISON is an association or other non-profit community organization who wishes to promote industry standards and best practices in alignment with **the Purpose** to its members and/or constituents; and

WHEREAS, LIAISON wishes to collaborate with DID Alliance on certain DID Alliance publications while still in development and member-confidential; and

WHEREAS, LIAISON is not a member of Alliance;

NOW THEREFORE:

## 1. Purpose

The purpose of the agreement is to ensure the mutual awareness of work items and plans, in particular in the areas related to the Purpose along with standards and best practices by LIAISON's members and/or constituents. The parties should keep each other informed about new work under consideration and about early notices of major meetings.

The agreement also has the goal to make participation of staff and members in the other organization's member-confidential meetings easier. Where technologies are of interest to both organizations, there might be joint efforts towards promotion, subject to mutual agreement

developed through collaboration governed by this MOU.

## **2. Operations**

Each party will nominate one person to be their "liaison officer", serving as a point of contact to the other party. A liaison officer may be an employee of either party to this agreement, or of a member organization of either party. The two points of contact must not be employees of the same organization. The liaison officers are expected to have a certain expertise in the area of identity, security and privacy. They should have sufficient access to the information in their respective organizations that is necessary to further the goals of this agreement.

The disclosure of member-confidential or sponsor-confidential information, respectively, to the other party is at the discretion of the disclosing party. In case the request from one party is declined by the other, the liaison officers will try to clear the situation within two (2) weeks. Participants of one party that participate in a meeting held by the other party do not need to sign a separate non-disclosure agreement. They will treat the confidential information received according to section 4 below.

## **3. Observer status in DID Alliance and LIAISON Working Groups**

In keeping with the goal of this agreement (Section 1), the following protocol is established to enable joint discussions between members of each organization, under the auspices of the appropriate working group or working groups.

### **a) Invitation to Observe**

The chair of a DID Alliance or LIAISON Working Group, may extend an invitation to members of the other organization to participate as an observer. These invitations will be delivered in consultation with the liaison officers established in paragraph one of this section. The goal of these invitations is to enable discussion of requirements and coordinate plans of DID Alliance and LIAISON Working Groups that may have dependencies on each other. Though observers are not expected to make specific technical contributions to groups in which they are visitors, observers are entitled to participate fully in discussions, subject to rules of the relevant Working Group, but will have no voting rights.

### **b) Patent Licensing**

It is understood that neither organization has the authority to provide any patent license or covenant not to assert terms to the other organization, so any materials or information contributed from one organization to the other comes without any patent license or covenant not to assert terms.

### **c) Patent Disclosures**

LIAISON and DID Alliance promote royalty free (RF) patent licenses or covenants not to assert intellectual property rights for their specifications. DID Alliance has an option whereby a member can decide to opt out of the RF covenant not to assert. Both parties agree that the goal of this cooperation may include the development of non-discriminatory and Royalty Free Specifications. Both parties keep each other informed of issues around known patent rights that do not conform to the RF patent licenses or covenants not to assert. LIAISON does that by maintaining pages with patent disclosures for each Recommendation. Upon knowledge, DID Alliance will notify the LIAISON if a document disclosed to LIAISON contains Granted Claims that have been withdrawn, at least by maintaining publicly accessible pages with disclosure of such documents of later stage specifications.

This Agreement does not alter rights or obligations of Members in either organization, especially concerning intellectual property, except that the observer obligations of Sections 3.a) and 3.d) apply.

#### **d) Supremacy of underlying Intellectual Property Rights Policy Obligations**

If a designated observer is also an employee of an organization which is a Member of the host (LIAISON or DID Alliance) of the group being visited, then that observer must comply with all of the duties that a Member participant in the Working Group would have, whether or not such individual is a registered as a participant of that group.

### **4. Confidentiality**

DID Alliance provides confidentiality according to Section 7 of the DID Alliance Member Agreement. LIAISON provides confidentiality in

Link:

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Materials and information disclosed by DID Alliance to LIAISON are treated by LIAISON according to the LIAISON member confidentiality rules. Materials and information disclosed by LIAISON to DID Alliance are treated by DID Alliance according to the DID Alliance member confidentiality rules. Both parties agree that the receiving organization will mark or indicate that any materials and information received from the providing organization and properly marked or indicated as confidential according to the providing organization's procedures with proper markings or indications of the receiving organization to cause such received materials or information to be treated by the receiving organization's members as confidential information. Both parties agree that works addressed to a Working Group will be visible to all members of the respective organizations.

### **5. Copyright & Trademarks**

The documents of each party to this agreement remain in the copyright of each party, respectively. This MOU does not contain any privileges concerning the usage of parts of the documents from the

other party.

The use of Trademarks and Logos from one party by the other party is excluded unless there is a distinct agreement. References to each other's work is expressly welcomed and does not fall into the scope of this clause.

Both parties already promise best efforts to facilitate the use of works of the other party by being open to case by case negotiations.

## **6. Term**

The date this agreement is countersigned by DID Alliance shall be the Effective Date. The term of this MOU shall be one (1) year from the Effective Date and will auto-renew unless written notification to not renew the MOU is provided by one of the Liaison Officers. Either party may terminate this agreement for any reason within thirty (30) days notice. Notices shall be sent in electronic mail to:

For DID Alliance: [contact@didalliance.org](mailto:contact@didalliance.org)

For LIAISON: [staff@kantarainitiative.org](mailto:staff@kantarainitiative.org)

## **7. Miscellaneous**

This agreement is governed by the law of the state of California. This agreement can be ended with a 120 day notice from one of the parties to the other party. The notice shall be given by registered mail. In case this agreement is dissolved, the obligations out of Sections 3., 4. and 7. persist.

This agreement may be made publicly available upon counter-approval by DID Alliance.

## **8. Electronic Signature**

### **Authorized Liaison Officer for LIAISON**

**Name:** Colin Wallis

**Email:** [colin@kantarainitiative.org](mailto:colin@kantarainitiative.org)

**Title:** Executive Director

**Organization (LIAISON):** Kantara Initiative, Inc

**Date Signed:** 09/28/2020

**Signature:**  DocuSigned by:  
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**Authorized Liaison Officer for DID Alliance (to be supplied after receipt of this form by LIAISON)**

**Name:** RAMESH KESANUPALLI

**Title:** SECRETARY

**Date Signed:** 9/28/2020

**Signature:**

