



# OPEN IDENTITY EXCHANGE PROCEDURES AND POLICIES HANDBOOK

Version of March 2021

# TABLE OF CONTENTS

TABLE OF CONTENTS.....	1
OVERVIEW & DEFINITIONS .....	2
MEMBERSHIP, GOVERNANCE & GENERAL REQUIREMENTS .....	5
MEMBERSHIP .....	5
GOVERNANCE .....	6
GENERAL REQUIREMENTS .....	7
DIVERSITY .....	9
CODE OF PROFESSIONAL CONDUCT .....	<a href="#">109</a>
BUSINESS PROCEDURES .....	12
OIX WORKSHOPS .....	12
OIX WORKING GROUPS .....	13
MEMBERS' MEETINGS .....	14
PROJECTS .....	14
MEMBER PAPERS .....	17
LEGAL POLICIES .....	19
OIX DIRECTED FUNDING POLICY .....	19
OIX IPR POLICY .....	22
PERSONAL DATA PRIVACY POLICY .....	25
OIX TRADEMARK USAGE POLICY .....	25

# OVERVIEW & DEFINITIONS

## OVERVIEW

This Handbook is the primary reference point for the OIX Policies that are applicable to involvement both for Members and Participants.

Note that not all OIX Policies are set out in this Handbook, and the OIX Policies may be amended or new policies may be introduced by OIX from time to time.

## DEFINITIONS

Defined terms used herein shall have the meaning set forth below.

**"Affiliate"** means each entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity, so long as such Control exists.

**"Applicable Persons"** means any non-Registered Party or non-Member entering into an agreement with OIX that incorporates the OIX Trademark Usage Policy by reference.

**"Code"** means the OIX Code of Professional Conduct.

**"Contribution"** means each input, suggestion and other feedback (whether in written, electronic or digital, or oral form, and including information and Data), whether related to a Project or other OIX activity, provided by or on behalf of a Contributor. This shall include all input, suggestions and other feedback provided to OIX regardless of the forum or context but shall exclude any of the foregoing that is conspicuously marked on its face as "Not a Contribution".

**"Contributor"** means Member when the OIX IPR Policy is incorporated in a Membership Agreement and means Participant when the OIX IPR Policy is incorporated in a Participant Agreement, and any other person or entity that has agreed to the OIX IPR Policy.

**"Contributor Licensed Trademarks"** means Contributor's corporate name and trademarks.

**"Control"** means beneficial ownership of more than fifty percent (50%) of the voting power or equity in an entity, and **"Controlled"** shall be interpreted accordingly.

**"Data"** means the quantities, characters or symbols on which operations are performed by computers, communications networks and other automatic equipment, and which may be stored or transmitted in the form of electrical signals, light, magnetic, electron spin, quantum or other states of matter.

**"Data Subjects"** means entities to which data relates.

**"Deliverable"** means any type of output, report, product, service, program, or other deliverable that is generated as part of, or results from, OIX programs, working groups, activities and Projects.

**"Directed Funding Policy"** means the OIX Directed Funding Policy, as set out in this Handbook.

**"Directed Funds"** means contributions provided to OIX through a mechanism whereby Members can help to advance the mission of OIX by making contributions of funds to OIX that are designated for a specific purpose.

**"Essential Claims"** means those claims of all patents and patent applications, throughout the world, in which a Contributor or a Contributor's organisation (including its representatives and Affiliates) has the right to grant licences, which claims are necessarily infringed by use or implementation by OIX or any other person of that Contributor's Contribution in the manner permitted by the OIX IPR Policy. A claim is "necessarily infringed" hereunder only when it is not possible to avoid infringing it because there is no practical and technically feasible non-infringing alternative for using or implementing the Deliverable in the manner permitted by this OIX IPR Policy.

**"Fees"** means the fees and other assessments charged for Membership of OIX within the relevant class of Membership, or for participation in Projects, in accordance with the OIX Policies.

**"Handbook"** means this document, which is the primary reference point for the OIX Policies.

**"Licensee"** means Member as defined in the Membership Agreement, means Registered Party as defined in the Master OIXnet Registration Terms of Service, and means the Applicable Persons that is a licensee under any other agreement with OIX that incorporates this OIX Trade Mark Usage Policy by reference.

**"Master OIXnet Registration Terms of Service"** means the terms of service for Registered Parties.

**"Member"** means each entity which has entered into a current Membership Agreement with OIX, excluding those whose Membership Agreement has expired or otherwise been terminated or whose rights have been suspended by OIX.

**"Member Paper"** means a paper or other output that is produced by one or more Members outside of a Project, typically being a discussion on a current issue or opportunity.

**"Membership"** means participation in OIX, including participation in OIX programs, activities and Projects, in the capacity of a 'Member'.

**"Membership Agreement"** means the form of agreement set by OIX for Membership. Each such agreement as is entered into identifies the relevant Member.

**"OIX"** means Open Identity Exchange Europe, a private company limited by guarantee incorporated in England with company number 09686880, and its successors and assigns.

**"OIX Board"** means the Members' governing body of OIX.

**"OIX Executive Committee"** means the 'Executive Committee' of OIX.

**"OIX IPR Policy"** means the OIX Policy dealing with intellectual property rights, as set out in this Handbook.

**"OIX Marks"** means the trademarks specified within the OIX Trademark Usage Policy.

**"OIX Parties"** means OIX's Directors, officers and staff.

**"OIX Policy"** or **"OIX Policies"** means any rules or policies put in place by OIX and approved by the OIX Board from time to time, including (without limitation) those set out in this Handbook, those posted on the Website (such as the OIX Privacy Policy), and those developed for a particular Project or other OIX activity.

**"OIX Privacy Policy"** means the OIX Policy dealing with the use and protection of personal data.

**"OIX Trademark Usage Policy"** means the OIX Policy dealing with use of the OIX name and other trademarks, as set out in this Handbook.

**"Participant"** each individual or entity which has entered into a current Participant Agreement with OIX, excluding those whose Participant Agreement has expired or otherwise been terminated or whose rights have been suspended by OIX

**"Participant Agreement"** means the form of agreement set by OIX for non-Member participants in Projects.

**"Project"** means any program, initiative, workshop, development effort, information service or group activity of various types organised or supported by OIX.

**"Project Report"** means a retrospective report on the outcome of a given Project.

**"Qualified Material"** shall have the meaning set forth in the Master OIXnet Registration Terms of Service.

**"Registered Party"** means any entity or organisation (whether Member or non-Member) that has a currently valid registration of Qualified Material posted on the OIXnet registry.

**"RF Licensing Requirement"** means the requirement at OIX discretion that each Contributor relevant to a Project or other activity undertake to license particular patent claims on royalty free terms.

**"Trade Mark Licence"** means the applicable limited licence and right to use one or more OIX Marks granted to Licensee pursuant to the terms of the Membership Agreement (for Members), the Master OIXnet Registration Terms of Service (for Registered Parties) or any other agreement between OIX and Licensee granting a licence and right to use one or more OIX Marks.

**"Website"** means the OIX website, <https://www.openidentityexchange.org>.

# MEMBERSHIP, GOVERNANCE & GENERAL REQUIREMENTS

## OVERVIEW

This part of the Handbook sets forth the OIX Policies that govern Membership and OIX governance.

## MEMBERSHIP

OIX has four main categories of Members: Executive Members, General Members, Government Members and Academic / NFP Members. The General Member category contains sub-categories based on number of employees. These categories determine the applicable Membership related Fee. This is as set out below:

**Member Fees as of December 2020**

Membership Category (No. Employees)	Member Fee	OIX Member Benefits							
		Free Conferences Attendees *	Members Meetings Attendees	Workshop Attendees	Services on Directory	Additional Directory Services Fee	Number of Website Users	Additional Users	Directory Listing Only Fee
<10	£ 800.00	1	1	N/A	1	£ 200.00	1	£ 50.00	£ 400.00
10-50	£ 1,750.00	1	1	N/A	2	£ 400.00	5	£ 50.00	£ 800.00
50 - 100	£ 4,000.00	1	1	N/A	2	£ 1,000.00	10	£ 50.00	£ 2,000.00
100 - 250	£ 8,000.00	2	2	N/A	3	£ 2,000.00	25	£ 50.00	£ 4,000.00
250 - 500	£ 12,000.00	2	2	N/A	3	£ 3,000.00	50	£ 50.00	£ 6,000.00
500+	£ 16,000.00	4	2	N/A	4	£ 4,000.00	100	£ 50.00	£ 8,000.00
Government	£ 4,000.00	1	1	N/A	1	£ 300.00	15	£ 50.00	£ 600.00
Academic / NFP	£ 1,800.00	1	1	N/A	2	£ 400.00	5	£ 50.00	£ 800.00
Executive Board	£ 25,000.00	8	4	N/A	12	£ 4,000.00	Unlimited	Unlimited	£ -

Fees will only apply to existing members from January 2021

All new prospects will be quoted the new pricing above with immediate effect.

\* Additional Conference Places will be at the prevailing rate for the conference.

The category and sub-category of Membership that each Member is initially assigned to is typically designated in its Membership Agreement. This is subject to review on an ongoing basis, and each Member is responsible for confirming its satisfaction of the relevant criteria for its assigned category and sub-category on request by OIX and at each annual renewal of its Membership. If a Member ceases to satisfy the relevant criteria for its assigned category or sub-category then OIX shall (at its discretion) be entitled to assign it to a new category or sub-category whose criteria the Member best satisfies and to charge any supplemental Membership related Fees that may relate to that category or sub-category.

To qualify as a Member, a potential Member must:

- meet the applicable qualifications and satisfy the requirements set forth in the Membership Agreement and these OIX Policies (including those applicable to its category and sub-category of Membership);
- sign and deliver to OIX a Membership Agreement in the form approved by the OIX Board; and

- sign and deliver such other documents and perform such acts and provide such information and make such payments or deposits as may be required by the OIX Board, the Membership Agreement, and the OIX Policies.

Each Member is entitled to participate in Membership activity. A Member shall not, by virtue of Membership:

- be entitled to any ownership or equivalent right in OIX or its assets; or,
- have the right to bind OIX to any liability or obligation; or
- otherwise act in the name of, or hold themselves out or represent themselves as, OIX.

## GOVERNANCE

OIX is governed by the OIX Board. The OIX Board is made up of: (a) representatives of Executive Members, (b) three representatives of Members who are elected annually to the OIX Board by the General Members; and (c) any non-executive directors appointed by the OIX Board.

Only Executive Members and General Member Board representatives have a vote on the OIX Board.

Non-executive directors do not have a vote on the OIX Board.

There are four key named roles on the OIX Board, being: Chair, Vice Chair, Treasurer and Secretary. The holders of these roles are the officers of OIX and form the Executive Committee. The Executive Committee shall have the powers engage contractors to support and drive forward the objectives of OIX as and when necessary and within available funds.

The OIX Board may establish, and appoint Members to, standing or temporary committees. The OIX Executive Committee is a permanent committee established on this basis by the OIX Board.

Each committee shall be formed of two (2) or more OIX Board members and optionally such other Member representatives as the OIX Board may include, and shall be governed by, run in accordance with, and have the powers set out in, the bylaws.

The designation and appointment of any such committee and the delegation thereto of authority does not relieve the OIX Board of any responsibility imposed upon it by law. The OIX Board may at any time to change the members of any such committee, to fill vacancies, and to discharge any such committee. The OIX Board may adopt a charter (aka, terms of reference) for any committee appointed, which charter shall set forth the duties and authority of such committee consistent with the bylaws.

Any member of any committee may resign at any time on notice to the chairperson of such committee, or by giving such notice at any meeting of such committee. The OIX Board may remove any member of any committee elected or appointed by it.

OIX's statutory directors are appointed, and its statutory board and governance operate, in accordance with OIX's Articles of Association and related legislation. The powers and duties of the statutory directors and the statutory board are supported (but not overridden) by the OIX Policies. OIX's statutory directors will be the members of the Executive Committee.

## GENERAL REQUIREMENTS

### COMPETITION LAW COMPLIANCE

OIX requires that all OIX activity (including Membership and Project activity) be conducted strictly in accordance with all applicable law, including laws relating to anti-competitive practices. This is supported by compliance with the Code but is not limited to this.

Each Member and Participant is required to comply with all applicable competition laws in relation to its engagement in OIX activity. Nothing in the OIX Policies, or other agreements with OIX, shall be construed to require or permit conduct that violates any applicable competition laws or other laws.

As Members and Participants, as well as others that may engage in OIX activity, might be competitors all Members and Participants are expressly encouraged to confer with their own competition law lawyer and related business policies to ensure compliance with all applicable laws.

### LAW & LANGUAGE

This OIX Policies and any contractual or non-contractual obligations arising out of or in connection with them shall be governed by, and interpreted in accordance with, English law.

The OIX Policies are written in the English language. In the event of any conflict or inconsistency between the provisions of the English language version and any translated version, the wording of the English version shall prevail, unless otherwise required by applicable law.

### THIRD PARTY RIGHTS

No part of the OIX Policies (whether express or implied) is enforceable pursuant to the UK Contracts (Rights of Third Parties) Act 1999, or otherwise, by any person other than OIX, the OIX Parties, and the relevant persons that have entered into binding agreements with OIX (including Members, Participants, and other Contributors and Licensees).





# DIVERSITY

## OVERVIEW

OIX supports and welcomes diversity

OIX offers a membership environment where we encourage and promote diversity, where all members can realize their potential with equality and without discrimination.

## OPERATIONAL TEAM

Within its operational team OIX is open to diverse candidates and will ensure any vacant positions are promoted through organizations specifically promoting diversity.

## MEMBERS

Within its board. The OIX board is made up of:

- Executive Members. Executive members choose who to represent them on the OIX board. OIX encourages executive members to have a diversity policy and consider diversity in their board appointments to OIX.
- General Member Representative. General members choose to put forward candidates for election by the other general members. OIX encourages all general members to have a diversity policy. For members with over 50 Employees OIX will request evidence of a diversity policy. OIX encourages general members to put forward diverse candidates for election to general membership. The candidates are then elected by their peers through a democratic process.

## SUPPLIERS

OIX requires its suppliers with over 50 employees to have a diversity policy.

# CODE OF PROFESSIONAL CONDUCT

## OVERVIEW

All persons engaged in Membership, or other OIX activities, have a responsibility to support OIX's purpose, through participation, collaboration and debate. They also have a responsibility to each other to do this with respect, honesty and fairness. This Code describes the expectations OIX has of itself and all such persons in this respect.

## APPLICABILITY

The Code applies to individual persons representing:

- all Members, irrespective of their Membership class; and
- all Participants,

and extends to govern the conduct of the individual, not only the business that they may represent, in all activities in the name of OIX including, but not limited to, participation in committees, forums, events, workshops, Projects, the writing of blogs, reports and white papers and the use of social media.

## RESPECT

Respect is the duty to show high regard for others and the resources entrusted to them which may include people, money and reputation. OIX, Members and Participants, should expect the following of themselves, as well as fellow Members and Participants:

- To inform themselves about the norms and customs of others and avoid engaging in behaviour that might be considered disrespectful.
- To listen to other points of view, seeking to understand them.
- To approach directly those persons with whom they have a conflict or disagreement: to agree to disagree is an acceptable outcome.
- To conduct themselves in a professional manner and not to act in an abusive manner towards others.
- To respect the property rights of others.
- To respect the reputation and good standing of OIX.
- To not exercise the power of their expertise or position to influence the decisions of others with the intention of personal gain or at the expense of another.

## HONESTY

Honesty is the duty to understand the truth and act in a truthful manner, both in communications and conduct. OIX, Members and Participants, should expect the following of themselves, as well as fellow Members and Participants:

- To seek to understand truth.
- To be truthful in communications and conduct.
- To strive to create an environment in which others feel safe to tell the truth.

- To provide accurate information in a timely manner.
- To make commitments and promises, implied or explicit, in good faith.
- To fulfil the commitments that they undertake to the best of their abilities.
- To protect proprietary or confidential information that has been entrusted to them.
- To not engage in dishonest behaviour with the intention of personal gain or at the expense of another.
- To not knowingly be party to any illegal activity.

## FAIRNESS

Fairness is the duty to make decisions and act impartially and objectively. Conduct must be free from competing self-interest, prejudice and favouritism (including towards individuals, technical implementation, solutions and potential use cases). OIX, Members and Participants, should expect the following of themselves, as well as of fellow Members and Participants:

- To demonstrate transparency in their decision-making process.
- To constantly re-examine their impartiality and objectivity, taking corrective action as appropriate.
- To provide equal access to information to those entitled to it.
- To proactively and fully disclose any real or potential conflict of interest to the appropriate stakeholders.
- To refrain from engaging in a decision-making process or otherwise attempting to influence outcomes, through OIX on realising that there is a real or potential conflict of interest, unless or until they have made full disclosure to the affected stakeholders and have obtained the consent of the stakeholders to proceed.
- To not award or deny contracts based on personal considerations including, but not limited to, favouritism, nepotism or bribery.
- To not discriminate against others on the grounds of sex, sexual orientation, gender orientation, marital status, nationality, colour, race, ethnic origin, religion, age, disability or any other condition or requirement.

In addition, no liability or obligation, whether related to a Project or otherwise, may be incurred on behalf of OIX other than as authorised by a Director of OIX.

## ENFORCEMENT

Breaches of the Code will be evaluated and administered through OIX, where relevant according to relevant Membership Agreements or Participant Agreements, or OIX's Articles of Association.

The fact that a particular conduct is not mentioned in the Code does not prevent it from being unacceptable or discreditable and subject to evaluation and action through OIX.

All Members and Participants acknowledge that breaches of the Code, or other unacceptable or discreditable action, may result in OIX suspending or terminating some or all of the rights granted to it by OIX (including, where applicable, the right to engage in Membership or Project activity).

# BUSINESS PROCEDURES

## OVERVIEW

This part of the Handbook, titled Business Procedures, sets forth the OIX Policies that govern the operation of:

- OIX workshops
- OIX working groups
- Member meetings
- Projects
- Member Papers

## APPLICABILITY

This part of the Handbook applies to, and is binding on, each Member and Participant.

## OIX WORKSHOPS

### INTRODUCTION

OIX workshops provide opportunities for individuals and organisations to share experiences, learn from others, make quality contacts and build relationships, all within the digital identity space. Workshops are open to Members and non-Members alike and held on a regular basis in London and other world cities. The spoken and written language is typically English.

### ARRANGING AND NOTIFYING

Workshops are arranged on a regular basis with content that is of interest and relevance to Members. Forthcoming workshops are notified on the Website, selected outlets such as Eventbrite, and by email to Members and non-Members on the OIX mailing list. Registration for a workshop is through the Website or selected outlets such as Eventbrite.

### AGENDA

OIX sets the workshop agendas. The agenda will reflect current and topical issues in digital identity. OIX will seek presentations from governments, industry bodies and organisations that reflect policies, legislation, standards, industry guidance, current and future Projects, case studies and panel sessions. Members are encouraged to contribute ideas and items to OIX, and preference will be given to Members for speaking opportunities.

### FACILITATION

The OIX Executive Director, or a delegated deputy, facilitates the workshop. Members will be invited to chair panel discussion sessions and moderate relevant sessions.

## ETIQUETTE

Attendees are expected to participate in a professional and courteous manner, respecting viewpoints which may not align with their own - see also the Code.

Speakers should:

- Prepare and rehearse presentations and ensure delivery within the allotted time.
- Use imagery and video clips above PowerPoint slides.
- Not misuse the platform to sell their company, its products or services.

## POST WORKSHOP

Presentations given will typically be made available on the Website. If information being shared by the speaker is of a sensitive nature, an alternative version of the presentation may be published with the sensitive information removed.

## ATTENDANCE

Anyone can attend the workshops at OIX's invitation. Typically, there is no cost for Members for doing so although some workshops may be subject to a fee.

Non-Members may be charged a fee for attending workshops or for access to associated materials (including slide decks). If the number of attendees is restricted by the venue, priority will be given to Members.

## **OIX WORKING GROUPS**

Working groups are standalone groups facilitated by OIX which may result in a Deliverable or the set-up of a Project.

Anyone can participate in working groups at OIX's invitation. Non-members must pay a Participation Fee and sign a Participation Agreement to take part. Participation Fees working groups are:

- |                                     |        |
|-------------------------------------|--------|
| • Commercial less than 10 employees | £400   |
| • Commercial 10- 50 employees       | £875   |
| • Commercial 50 - 100 employees     | £2,000 |
| • Commercial 100 - 250 employees    | £4,000 |
| • Commercial 250 - 500 employees    | £6,000 |
| • Commercial 500 employees or more  | £8,000 |
| • Academic/non-profit               | £900   |
| • Government                        | £2,000 |
| • Executive Board                   | N/A    |

If the number of attendees is restricted by the venue, priority will be given to Members.

## MEMBERS' MEETINGS

Members' meetings differ from workshops and working groups. They are held to discuss OIX activities generally or specific items in detail; in particular Members' meetings are used to discuss and evolve new ideas (e.g. for prospective Projects, white papers and OIX future directions) by engaging Members early.

These meetings are open only to Members, and to non-Members invited by OIX.

## PROJECTS

### INTRODUCTION

OIX achieves its [vision, mission and objectives](#) through the collaboration of organisations in highly focused, short-term Projects and the reporting of findings. Key findings of Projects are typically published as white papers or Deliverables on the Website and may be subject to a charge for access or use.

### PURPOSE

This policy is to set out the principles by which Projects should be formed, governed and executed with the intent of achieving a desirable outcome and to set out the principles relating to the publication of white papers and other Deliverables. The objectives are to ensure that Projects:

- Further the uptake of a digital identity marketplace.
- Are clearly aligned to OIX's vision, mission and objectives.
- Are effectively managed within the limitations of the scope, resources and risk.
- Have its key findings published on the OIX website.

### OIX PROJECTS

Most Projects can be described at the outset as one of the following types:

- **Discovery:** The focus is on researching user and/or business needs and understanding what constraints exist. These are used to inform the user and/or business requirements.
- **Alpha** Projects take the user requirements and combine these with business requirements to build a prototype of a service. Further research may be performed using the prototype to demonstrate the technical capabilities employed.
- A **Beta** Project is the development of a service that can be tested by users in a controlled 'live' (i.e. real) situation

At a Member's request, or as determined by the OIX Board, other types of Projects can also be run under or in collaboration with OIX.

## FORMING AND FUNDING A PROJECT

A Project may be formed (sponsored) by any Member in collaboration with one or more other Members or by OIX itself. Participants may collaborate on a Project. All non-Members are required to sign the Participant Agreement to protect intellectual property rights.

There are three Fees associated with running a Project: the participation fee, the facilitation fee and Project funds.

- All participating organisations (i.e. Members and Participants) will pay to OIX a **participation fee** (plus VAT) which is waived for all Members in good standing:
  - Commercial less than 10 employees £400
  - Commercial 10- 50 employees £875
  - Commercial 50 - 100 employees £2,000
  - Commercial 100 - 250 employees £4,000
  - Commercial 250 - 500 employees £6,000
  - Commercial 500 employees or more £8,000
  - Academic/non-profit £900
  - Government £2,000
  - Executive Board N/A
- A Project **facilitation fee** of £2,500 (plus VAT) applies to all Projects up to the value of £25,000. Projects over this value will be dealt with on a case-by-case basis (typically 10% of funding of the Project). This fee enables OIX to facilitate:
  - OIX Board review
  - Necessary contracts
  - Ongoing Website inclusion and updates
  - Ongoing Project communications
  - Project sponsor and Project coordinator support
  - Dispute resolution
  - Supplier payments
  - White paper review, Website posting and promotion on social media
- **Project related funds** might be required to pay for specialist services or facilities to perform defined services. Examples include a user researcher, SME consultants, a user-testing lab, IT developers, a Project coordinator and a report author. All Project funding is provided by the Members participating in the Project. It is the responsibility of the Project sponsor to ensure the Project is adequately resourced and funded. These are treated as Directed Funds.

All Project related Fees need to be deposited into the OIX bank account prior to a Project proceeding (or a relevant Member or Participant beginning its participation in the Project).



OIX may waive the right to charge Fees, or adjust the standard rates of Fees, on a Project by Project basis at its discretion. No liability or obligation, whether related to a Project or otherwise, may be incurred on behalf of OIX other than as authorised by the OIX Executive Committee.

### PROJECT REVIEW

All Project proposals must be reviewed by the OIX Board in order to ensure they are in accordance with the purpose and objectives of OIX. The OIX Board will provide feedback to the Project sponsor if the Project proposal does not meet the vision, mission and objectives of OIX.

The Project proposal shall comprise the following items:

- A description of the Project, its purpose and scope
- A list of participants and contact information
- Details of Fees and funding requirements, and sources of funding
- An outline Project schedule
- A description of the Project process or methodology

The Project proposal template must be completed and can be downloaded from the Website.

Once the Project proposal has been reviewed by the OIX Board and all necessary Fees and other funds deposited with OIX, the Project can commence.

### BEGINNING A PROJECT

At the outset of a Project, the following steps must be completed:

- The Project proposal template must be completed
- The project proposal must be agreed by the participants
- The project proposal must be agreed by the OIX Executive Committee
- The OIX Board approval must be sought and gained
- Funding must be raised and committed
- All non-member Participants must sign a Participant Agreement and pay the Project participation Fee
- All Members and Participants should complete and sign a Project Agreement - this comprises a statement of work that set outs their Contribution to the Project's requirements and fees payable (this is signed Project Agreement, which forms an extension of the Membership / Participation Agreement)
- The OIX Executive Committee must provide approval for the Project fees to be invoiced
- Invoices are raised and paid
- The OIX Executive Committee must provide final approval for the Project to start
- An abstract of the Project will be published on the Website

During the course of the Project, the Project coordinator is expected to:

- Provide reports to OIX, summarising progress and planned activity

On conclusion of the Project, a report or white paper reflecting the key findings of the Project should be published on the Website and the OIX Executive Committee will review the report prior to its publication.

### CLOSING A PROJECT

Once a Project has been concluded and all costs settled, the Project is closed. The Website's Project page must be updated accordingly by the Project coordinator.

The Project sponsor may be asked to arrange a presentation of the findings to an OIX workshop.

### PROJECT REPORTS

A Project Report reflects the outcomes of a Project and is written by an author who should be appointed on commencement of a Project. A Project Report is published to an international community. It should be concise and written for a predominantly business-level readership. Industry jargon should be avoided. It is good practice to include a glossary.

Additional Deliverables may be published alongside a Project Report and may include model policies, guides, technical documentation and user research including audio and video content. The publication of audio and video content must be in accordance with express consent given by individuals who have participated in the relevant Project activity. The full names and other identifying information of individuals who have taken part in user research must not be published. Note that this also applies to presentations that relate to the Project.

In the spirit of collaboration, all Participants in a Project should reach a consensus on the content of a Project Report, in a timely manner. However, Participants may hold differing views and these should be fairly and objectively reported, along with disclaimers if appropriate.

A Project Report should be approved and signed off by the Project's Participants as a true reflection of the outcomes. All agreed feedback and review dates should be adhered to, ensuring timely issuing of Project Reports. If a minority of the Project's Participants are unwilling to sign off the paper, the OIX Executive Committee can provide an arbitration function. The OIX Executive Committee approves all Project Reports before they are published to ensure they adhere to the OIX vision, mission and objectives and have the right to remove a white paper, or any other Deliverable, that has been published.

The Project Report should be accompanied by a short abstract for publication on the Website.

### DEVIATIONS FOR SPECIFIC PROJECTS

Any aspect of this OIX Policy may be dis-applied or modified by OIX, in its discretion, on a Project by Project basis. For example, if OIX is supporting (rather than leading on the organisation of) a Project then OIX may decide not to apply its standard Project formation or funding rules.

## **MEMBER PAPERS**

A Member Paper may be written by one or more Members and should reflect a current issue or opportunity that is relevant to the purpose of OIX and to further the identity ecosystem.

Members who wish to write a Member Paper and publish it through OIX should initially produce a synopsis of the intended paper and present it to the OIX Executive Committee. The OIX Executive

Committee will provide comment as to whether it believes it is suitable and relevant and, if not, offer informed guidance to the Member(s). It is the responsibility of the Member(s) to source the resources and funds required.

On completion of the Member Paper, it must be submitted to the OIX Executive Committee for approval. If approval is withheld, the OIX Executive Committee will provide appropriate assistance and guidance, should this be necessary, so that the Member Paper can be modified and approved at a later date. The OIX Executive Committee has the right to remove a Member Paper that has been published.

The Member Paper should be accompanied by a short abstract for publication on the Website. Members may be asked to arrange a presentation of the Member Paper to an OIX workshop.

There is a **facilitation fee** of £750 (+ VAT) for Member Papers - this fee enables OIX to facilitate:

- OIX Executive Committee review
- White paper review
- Website posting
- Promotion on social media

This fee is waived as a benefit for those Members in good standing. OIX may adjust the standard rates of this Fee on a case by case basis at its discretion.

A non-Member may not have this type of paper published through OIX.

# LEGAL POLICIES

## OVERVIEW

This part of the Handbook, titled Legal Policies, sets forth the OIX Policies that govern:

- Direct Funding
- Intellectual Property Rights
- Personal Data
- Trademark Usage

## OIX DIRECTED FUNDING POLICY

### INTRODUCTION

This Directed Funding Policy sets forth the rules and requirements that govern contributions of funds to OIX by any Member that are earmarked for specific directed purposes.

### APPLICABILITY

This Directed Funding Policy applies to and is binding on each Member. It applies to contributions of funds to OIX that are earmarked for specific directed purposes and does not apply to Fees (whether paid by a Member or Participant).

### POLICY

#### *Definition and Purpose*

Contributions of **Directed Funds** are used by OIX to fund Projects for the specific purpose designated by the contributing Member, or to pay for OIX-run conferences or similar events to advance the specific purpose designated by the Member, subject to the OIX Policies, OIX's Articles of Association and applicable law.

All **Fees** paid to OIX are to be treated as general funds to be used at the discretion of OIX (subject to OIX's Articles of Association and applicable law) and thus are not subject to the restrictions of this Directed Funding Policy.

#### *Compliance*

OIX is a non-profit, technology agnostic, cross-sector membership organisation with the purpose of accelerating the adoption of digital identity services based on open standards. The purpose of this Directed Funding Policy is to ensure that the receipt and use by OIX of all Directed Funds is consistent with its role as a non-profit organisation and does not have an adverse impact on OIX's tax position.

### *Eligibility to Contribute Directed Funds*

Any Member in good standing is eligible to contribute Directed Funds to OIX for a specific Project or purpose. In addition, more than one Member may join together to make a series of contributions to fund a Project, such as, for example, via a matching funds program.

### *Acceptance of Directed Funds*

OIX will make a determination as to whether or not the purpose or proposed Project to be funded by Directed Funds is consistent with the requirements of this Directed Funding Policy, the OIX vision, mission and objectives, and any other OIX Policy. If the Project meets the requirements of OIX, OIX may accept the Directed Funds. OIX shall have the sole and absolute discretion to accept or reject Directed Funds.

### *Restrictions on Purposes for Use of Directed Funds*

Directed Funds will be accepted by OIX only for purposes that advance the vision, mission and objectives of OIX, and that benefit its Members and the identity community generally, as determined in the sole discretion of OIX.

Directed Funds will not be accepted for purposes designed to solely benefit any Member(s) for purposes designed to provide a Member with a competitive advantage over other entities, subject to any restrictions unacceptable to OIX, or under circumstances that may cause OIX to cease to qualify as a non-profit organisation.

In all cases, the use of Directed Funds will be subject to the requirement that all work products and other Deliverables produced through the expenditure of Directed Funds be owned by OIX, be subject to the OIX IPR Policy and (at the discretion of OIX) be made publicly available on the Website.

### *Treatment of Directed Funds*

All contributions of Directed Funds are irrevocable donations to OIX to be used for the specific purpose(s) for which they were received and accepted by OIX.

### *Extent of Control Over the Use of Directed Funds*

Subject to the requirements set forth in this Directed Funding Policy, the Member contributing Directed Funds may designate a specific purpose for which the Directed Funds are to be spent, recommend person(s) or entities to whom Directed Funds will be paid, specify the general category or subject matter for which the Directed Funds should be used, as well as other related requirements specified in a memorandum of understanding negotiated between OIX and the Member at the time the Directed Funds are contributed and accepted. Notwithstanding the foregoing, in the event that subsequent to the acceptance of Directed Funds OIX determines that the purpose associated with the Directed Funds may cause OIX to cease to be a non-profit organisation, or cease to be exempt from UK corporation tax, OIX shall have the sole and absolute right to cease to use the Directed Funds for that purpose. In such event, all unused funds will remain the property of OIX and available as general funds to be used at the discretion of OIX. The Member shall not have a right to receive a refund of its Directed Funds.

### *Use of Directed Funds*

All Directed Funds may be used or disbursed by OIX for the specific purpose for which they were received, subject to reasonable restrictions, if any, agreed with the contributing Member. OIX shall have the sole and absolute discretion to determine the manner and method of fulfilling the purpose or conducting the

Project for which such funds were received. The Member that contributes Directed Funds may make such recommendation as it desires for OIX consideration. OIX shall conduct such due diligence and review of any recommendations as it deems appropriate. In no event shall any contributor of Directed Funds have the ability to require that any vendor, supplier, contractor or other party to be retained by OIX to complete activity funded by the Directed Funds. All decisions pertaining to same shall be in the sole and absolute discretion of OIX, which discretion shall be final and not subject to review.

In conducting any activity involving the use of Directed Funds, OIX reserves the right to deduct from the Directed Funds reasonable sums incurred for out-of-pocket expenses by OIX, and a reasonable administrative cost for undertaking and managing the activity.

#### *Deliverables*

OIX shall have no responsibility to the Member contributing Directed Funds for the ultimate Deliverables or outcome resulting from the Directed Funds and shall not be liable for the services or work products to be provided under any activity involving the use of Directed Funds. OIX shall not be a guarantor as to the final work product in any case.

All work products and Deliverables resulting from the use of any Directed Funds will be owned by OIX and subject to the OIX IPR Policy. OIX may make such work product available on the Website. In no case will ownership of, access to or use of any such work product be restricted to or by any Member.

#### *Funding Member Requests to Terminate a Project*

A Member that contributed the Directed Funds can request that OIX terminate a specific activity undertaken with such funds and OIX will use reasonable endeavours to do so, consistent with its commitments to the service providers and others involved. In the event of any such termination, all unused funds will remain the property of OIX and available as general funds to be used at the discretion of OIX. The Member that contributed the Directed Funds shall not have a right to receive a refund of its Directed Funds contribution.

#### *Responsibility/Liability of OIX to Funding Member for Project Performance*

OIX takes on only the general obligation to use and administer the disbursement of the Directed Funds for the general purpose specified by the contributing Member, subject to the limitations and conditions described in this Directed Funding Policy, any applicable agreed memorandum of understanding and any other applicable OIX Policies, as amended from time to time.

#### *Disposition of Unused Directed Funds*

If the purpose for which Directed Funds are provided does not exhaust the funds within a reasonable period of time determined by OIX, the remaining funds shall be available as general funds to be used at the discretion of OIX. Directed Funds are not refundable.

#### *Maintenance and Accounting for Directed Funds*

All contributions of Directed Funds will be received, held by OIX and separately accounted for on its books and records as Directed Funds. Directed Funds, however, may be co-mingled with the general OIX funds.

To ensure transparency, reports of expenditures of Directed Funds will be made available to Members upon reasonable request.

### *Other Restrictions or Requirements for the OIX Directed Funding Program.*

All Directed Funds related purposes and activity must be consistent with the legal obligations of OIX and its Members under applicable antitrust, tax and fair business practice laws and regulations.

### *Additional information about the OIX Directed Funding Program*

Contact the OIX for more information: [info@openidentityexchange.org](mailto:info@openidentityexchange.org).

## **OIX IPR POLICY**

### APPLICABILITY

This OIX IPR Policy applies to and is binding on:

- each Member;
- each Participant; and
- any other person or entity that has otherwise agreed to its terms,

each of which is referred to as a Contributor.

### PURPOSE

This OIX IPR Policy addresses intellectual property rights granted to OIX by, and binding on, each Contributor.

### NO TRANSFER TO OIX OF RESTRICTED DATA

Each Contributor agrees that it will not transfer any Data or information to OIX that is confidential information, or that is subject to regulation, limitation or restriction on handling, collection, holding, transfer or any other use under any privacy, data security or other similar laws (including regulations, administrative practices or other legal authorities) or other legal limitations on use (such as private contracts or policies or industry practices or standards).

In addition, each Contributor will not transfer any personal information, personal identifying information, sensitive information or other similar information relating to any individual Data Subject or through which any such Data Subject could be identified (whether by itself or in combination with other information) to OIX, provided that, to the extent that any of the foregoing information is provided by a Contributor to OIX as its contact information for notices, communications or other similar administrative and operational purposes between Contributor and OIX, the Contributor acknowledges and agrees that such information will not be treated as confidential, and the Contributor and its representatives to which such information relates agrees and "opts-in" to the inclusion and use of such information consistent with such functions. The OIX Privacy Policy shall apply to such information.

### LICENCE TO ALL CONTRIBUTIONS

Subject to the next section regarding Deliverables, each Contributor expressly grants (on its behalf and that of its Affiliates) to OIX, a royalty free, non-exclusive, worldwide, irrevocable, unlimited right and licence to use, reproduce, adapt, publish, translate, sublicense (through multiple levels), transfer, and

otherwise distribute all its Contributions (in whole or in part), and to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any right that may exist in each part of the Contribution, solely for the purposes connected with developing, publishing and distributing information, Deliverables and products and services related to identity and information services.

This right and licence:

- includes all intellectual property rights related to and subsisting in each Contribution;
- is effectively granted by each Contributor on and from the date that a Contribution is first provided by it, even if this predates entry into an applicable agreement (such as a Membership Agreement or Participant Agreement) with OIX; and
- does not impose on OIX an obligation to licence or otherwise distribute any Contribution, either at all or in any particular manner, format or commercial basis.

Unless otherwise agreed in advance in writing with OIX in relation to a particular Contribution, each Contributor agrees that it shall not assert (nor allow any of its representatives or Affiliates to assert) any moral rights or other claim in relation to its Contributions against OIX or OIX licensees or transferees.

#### CONTRIBUTOR LICENSED TRADEMARKS

Each Contributor grants to OIX a non-exclusive, terminable, personal, worldwide, royalty-free licence, without the right to sub-licence, to use the Contributor Licensed Trade Marks solely in connection with the display of such marks and related information on the Website in a manner consistent with Contributor's participation in OIX or its activities, including Projects. OIX acknowledges exclusive ownership of Contributor Licensed Trade Marks by Contributor and agrees that it will do nothing inconsistent with such ownership and agrees that all use by OIX of the Contributor Licensed Trade Marks and the goodwill in the Contributor Licensed Trade Marks developed therefrom shall inure to the sole benefit of and be on behalf of the Contributor. OIX agrees that nothing in this OIX IPR Policy shall give OIX any right, title or interest in or to the Contributor Licensed Trade Marks other than the licence to use the Contributor Licensed Trade Marks in the manner expressly permitted by this OIX IPR Policy, and only for so long as the applicable Contributor is a Contributor of OIX.

#### CONFIRMATION BY CONTRIBUTOR

Each Contributor represents and warrants to OIX that:

- it owns or has sufficient legal interest in the rights that are subject to the licences provided for herein for it to make the grants described herein so that use of the Contribution's and Contributor Licensed Trade Marks in a manner consistent with this OIX IPR Policy will not constitute an infringement or any rights of another person;
- to the extent required, it has the right to, and does, bind its representatives and its Affiliates to the licensing and other obligations provided in this OIX IPR Policy; and
- inclusion of its Contributions and Contributor Licensed Trade Marks in any Deliverable or other presentations or materials, in any media, in accordance with this OIX IPR Policy will not: cause OIX to be in breach of any law or regulation; or, require OIX to make any payment to, or clear or obtain any additional rights from, it or any third party.

Each Contributor shall promptly inform OIX if it becomes aware of any circumstance that comes to its awareness that causes any of the above representations that it makes to cease to be accurate.



Each Contributor understands and agrees that OIX may not, and will not be required to, edit or review its Contributions (including for accuracy or appropriateness) or confirm the validity of Contributor Licensed Trademarks.

### NO OTHER RIGHTS OR LICENCES & CONTROL OF DELIVERABLES

Each Contributor acknowledges and agrees that, except for the rights specifically set forth in this OIX IPR Policy, no licence, rights or other interest of any type under any trade mark, patent, copyright, proprietary information or other intellectual property rights of OIX or any other Contributor are granted or received, by implication, estoppel or otherwise by this OIX IPR Policy.

Without limitation:

- you have no right of use of or licence to a Deliverable (or any other refined or enhanced version of a Contribution), or the related intellectual property rights, under this OIX IPR Policy; and
- any such right of use or licence shall be subject to separate terms defined by OIX from time to time.

### CESSATION

Upon termination, cancellation or expiration of a Contributor's role in OIX as a Member, or Participant (as applicable), all rights of OIX to use its Contributor Licensed Trade Marks shall cease and revert automatically to that Contributor, and OIX shall promptly on request discontinue all use of the Contributor Licensed Trade Marks. OIX's right and licence to that Contributor's Contributions shall remain in force and unaffected.

### PATENTS RELATED TO CONTRIBUTIONS

#### *Licensing or non-assertion*

Each Contributor undertakes to either, in its discretion:

- grant a patent licence on fair, reasonable and non-discriminatory (FRAND) terms; or
- provide a non-assertion undertaking and covenant,

to OIX, and any other Contributor and other person at the request of OIX, in respect of any patent claims that Contributor (or Contributor's represented organisation or its Affiliates) own or control that become Essential Claims because of the use of a Contributor's Contribution (including those in draft or "work in progress" form) in the manner permitted by this OIX IPR Policy.

Notwithstanding the foregoing, OIX may establish that one or more Project specific policies (each of which is communicated to Participants at the inception of a Project) may require Participants in any such Projects to agree to patent licensing terms that are different than those set forth in this section (including, but not limited to a RF Licensing Requirement).

#### *Limited agreement to disclose*

Each Contributor shall declare at the earliest opportunity any of its or its organisation's patents which it knows to include Essential Claims, or potentially Essential Claims.

If a Contributor has knowledge that it or its organisation would be unwilling to provide a FRAND licence or non-assertion undertaking to any such Essential Claims (or a royalty-free patent licence with respect to

Contributions related to Projects for which OIX has imposed a RF Licensing Requirement) in accordance with this OIX IPR Policy, then it shall promptly provide written notification to OIX of the intent not to do so. OIX will maintain a list of all such declarations and (where relevant) the Project to which they relate.

Nothing in this section is intended to create a duty for a Contributor to conduct a search of that Contributor organisation's patent portfolio.

## PERSONAL DATA PRIVACY POLICY

Our use of personal data of a Member (and the Member representatives) shall be in accordance with the Open Identity Exchange Europe Privacy Policy. The latest version of the Privacy Policy is available at <https://openidentityexchange.org/>.

## OIX TRADEMARK USAGE POLICY

### APPLICABILITY

This OIX Trademark Usage Policy applies to and is binding on:

- each Member;
- each Registered Party; and
- any Applicable Persons,

each of which is referred to as a Licensee.

### PURPOSE

This OIX Trademark Usage Policy sets forth the terms that are granted to, and binding on, each Licensee.

### POLICY

#### *Use of OIX Marks Generally*

The Trademark Licence granted to each Licensee is separate and subject to the following rules and requirements, which are incorporated in each Trademark Licence by reference and must be adhered to by each Licensee.

#### *Ownership*

The OIX Marks are and shall remain at all times the sole and exclusive property of OIX. Licensee agrees that it will do nothing inconsistent with such ownership and agrees that all use by Licensee of the OIX Marks and all goodwill associated with the use of the OIX Marks shall inure to the sole benefit of, and be owned exclusively by, OIX.

### *Identification of Owner*

The Licensee shall ensure that all uses of any OIX Mark by the Licensee clearly identify "Open Identity Exchange" as the owner of the OIX Mark. For example, "OIX® is a trademark of the Open Identity Exchange."

### *Use of Trademark Symbols*

When referencing any OIX Mark, the proper notation shall be included by the Licensee after the brand name or logo. "®" shall be used for registered trademarks and "™" shall be appended to any unregistered trademarks.

### *No Additional Rights Granted*

Each Licensee agrees that nothing in this OIX Trade Mark Usage Policy or any Trade Mark Licence granting the Licensee the right to use one or more of the OIX Marks shall give the Licensee any right, title or interest in or to any of the OIX Marks, other than the licence to use the OIX Marks in the manner expressly permitted by such Trade Mark Licence, and only for so long as such Trade Mark Licence remains in place. Use of the OIX Marks shall create no rights for each Licensee in or to any of the OIX Marks beyond the terms and conditions of such limited Trademark Licence as it is granted, and this OIX Trademark Usage Policy.

### *No Alterations*

No right to create modifications or derivatives of OIX Marks is granted to a Licensee under its Trademark Licence. The Licensee shall ensure that the OIX Marks are not be revised or altered in any way and must be displayed in the same form as produced by OIX.

### *Third Party Use Prohibited*

Each Licensee shall not permit any third party to use the OIX Marks without OIX's prior written consent.

### *Compliance with Law*

Each Licensee shall ensure that its use of the OIX Marks is of a professional manner and in compliance with all applicable laws and regulations.

### *Inappropriate Use*

The OIX Marks may not be used in any manner by a Licensee that, in the sole discretion of OIX, embarrasses or discredits OIX or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others; public policy; or mischaracterises the relationship between OIX and the Licensee, including but not limited to the fact that Licensee is a separate and distinct legal entity from OIX.

Each Licensee shall not:

- use or apply anywhere in the world to register, any corporate name, trademarks, trading style, design right or other intellectual property right capable of registration that is identical to or so nearly resembling any OIX Mark as to be likely to deceive or cause confusion; or
- use the OIX Marks in combination, or in close association, with any other trademarks without OIX's prior written consent.

### *No Endorsement*

Except as expressly authorised in the applicable Trademark Licence, each Licensee shall not use any OIX Marks to indicate any kind of endorsement by OIX, official status with respect to OIX, or any kind of relationship with OIX.

### *Audit Rights*

OIX may audit each Licensee's use of the OIX Marks to determine compliance with the applicable Trademark Licence(s) and this OIX Trademark Usage Policy.

### *Enforcement*

OIX reserves the right to enforce its OIX Marks against improper, inappropriate or misleading uses against each Licensee and any other person.

### *Use of "OIXnet" and the "OIX Registered" Certification Mark by Registered Parties*

Use of the "OIXnet" trademark and the "OIX Registered" certification mark is permitted only by Registered Parties (no other Licensees).

In addition to the foregoing general requirements, the Trademark Licence to use the "OIXnet" trademark and the "OIX Registered" certification mark granted to Registered Parties in the Master OIXnet Registration Terms of Service is also subject to the following rules and requirements:

- The "OIX Registered" certification mark is a visual manifestation of the status of the organisation's Qualified Material as currently registered on OIXnet.
- A Registered Party may announce registration of its Qualified Material on OIXnet in a press release and include the "OIX Registered" certification mark as evidence that its Qualified Material has met the requirements for registration established by OIX and that it is currently registered.
- A Registered Party may use the "OIXnet" trade mark and the "OIX Registered" certification mark only in connection with the Qualified Material that is the subject of such registration and only so long as such Qualified Material remains posted and publicly available on OIXnet.
- The "OIXnet" trademark and "OIX Registered" certification mark:
  - May not be used in a manner that implies any endorsement of the Registered Party or such Qualified Material by OIX, or the existence of any authorisation or affiliation that does not exist with respect to OIX.
  - May be placed on the Registered Party's website, but only in a manner that clearly identifies the Qualified Material to which it relates, and only in a form that constitutes a link to: <http://openidentityexchange.org/oixnet/>.
  - Must be removed from the Registered Party's website under certain circumstances including, but not limited to:
    - (1) the Qualified Material ceases to be registered on OIXnet;
    - (2) the Registered Party fails to comply with the OIXnet Registration Terms of Service or this OIX Trademark Usage Policy; or
    - (3) the Registered Party ceases operations with respect to the subject of the registration.

- Failure to comply with this OIX Trade Mark Usage Policy may result in enforcement of the "OIXnet" trade mark and the "OIX Registered" certification mark, including but not limited to, through an action for infringement of the mark, an action for breach of contract and/or a referral to an appropriate government authority for investigation of an unfair or deceptive trade practice.
- Use of the "OIXnet" trade mark or the "OIX Registered" certification mark by any person or organisation not authorised by OIX in accordance with the foregoing, or in connection with any Qualified Material or other material that is not the subject of a current and valid registration accepted by OIX and published on OIXnet, is strictly prohibited.

#### Exhibit A - OIX Marks

(This list will be updated from time-to-time as applicable)

- Open Identity Exchange
- the OIX logo



- OIX
- OIXnet / OIX Directory
- OIX Registered