

Memorandum of Understanding

Identity Ecosystem Steering Group and Kantara Initiative

Introduction: Kantara Initiative (“KI”) and the Identity Ecosystem Steering Group (“IDESG”) are concluding this Memorandum of Understanding (“MOU”) in order to confirm their inter-relationship and the associated responsibilities bestowed on the parties.

Context: There are numerous initiatives evolving in the Identity and Access Management (“IAM”) industry that require strong identity management to ensure adequate security and trust of digital credential use, issuance and management. The IDESG and the KI seek a collaboration to help to minimize the development of "silos" of non-standard, non-interoperable and therefore untrusted identity vetting processes and documentation. Both organizations seek to enable citizens, consumers, businesses and professionals affected by the scope of their mandate to obtain trusted online credentials which are interoperable, privacy respecting and reusable via varying services.

[The National Strategy for Trusted Identities in Cyberspace](#) (“NSTIC” or “Strategy”), signed by United States President Obama in April 2011, acknowledges and addresses a major weakness in cyberspace – a lack of confidence and assurance that people, organizations, and businesses are who they say they are online. While stated from the context of the United States, this challenge exists worldwide. Additionally, in the current online environment, individuals are asked to maintain dozens of different usernames and passwords, one for each website with which they interact.

The Parties: The [IDESG](#) contributes to an emergent trusted Identity Ecosystem Framework. The IDESG brings together all of the interested stakeholders, both in private and public sectors, to ensure that the Identity Ecosystem Framework provides a minimum baseline of privacy, security, interoperability, and ease-of-use through standards and policies, without creating unnecessary barriers to entry. The IDESG facilitates the fulfillment of the NSTIC goals to develop a comprehensive set of policies and procedures for the Identity Ecosystem Framework; build and implement the Identity Ecosystem; enhance confidence and willingness to participate in the Identity Ecosystem; and, support the long-term success and sustainability of the Identity Ecosystem.

The IDESG provides a community forum and platform to help create a vibrant marketplace that will provide people, initially in the United States but potentially elsewhere, with a strong Identity Ecosystem that offers them choices from multiple, both private and public, accredited identity providers and credentials that will enable trusted identities to be used in numerous scenarios. The added convenience, security, and privacy provided within this Identity Ecosystem will allow additional services to be put online to drive greater economic growth.

[KI](#), a non-profit 501(c)(6) Industry Organization, has the global mission to foster identity community harmonization, interoperability, innovation, and broad adoption through the development of both criteria for operational trust frameworks and deployment/usage best practices for privacy-respecting, secure access to trusted online services. The Kantara Identity Assurance Framework (“IAF”) offers many of basic elements that would be needed

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to support the trusted Identity Ecosystem that IDESG is attempting to foster. In addition to developing the IAF and other Identity-Supporting frameworks, KI is a Trust Framework Provider (“TFP”) working to gather Relying Party and Community of Interest requirements for trusted identity credentials in verticals and jurisdictions. Using requirements captured in its Assessment Criteria, the KI Trust Framework Provider program accredits Assessors and approves Credential Service Providers. The program is extendable and could include Attribute Providers in future scenarios.

IDESG and the KI therefore seek to collaborate in efforts towards achieving the common goal of interoperability of trusted identity credentials.

Scope: Alongside similar arrangements with other industry players, KI seeks an inter-organizational relationship with the IDESG for the purposes of:

- Enabling IDESG to directly communicate any additional requirements, extensions, profiles and/or other amendments that the IDESG would seek to the Kantara Identity Assurance Framework and associated programs.
- Enabling KI to inform the IDESG stakeholders regarding operational experience of a Trust Framework Provider.
- Discussing an IPR environment in IDESG that allows for multiple-IPR regimes (example: enabling creative commons materials to be published under equivalent terms as “share-alike”).
- Enabling a more formal relationship should this be required as work progresses.

Approach: In order to support this inter-organizational relationship both parties will exchange feedback with each other regarding any IDESG Adoption Process, or call for criteria/policy documents. The undersigned will designate a liaison representative who will, from time to time, participate (designate others to participate) in the activities of IDESG and KI, as applicable and appropriate. These representatives (or their designees) will support the relationship and, as such, will not seek voting or formal status beyond the inter-organizational relationship.

Responsibilities of IDESG: The IDESG liaison will:

- Participate, initially, in the Kantara Information Assurance Working Group as a non-voting liaison participant in accordance with the KI Group Participation Agreements; however, it is contemplated by the parties that duly designated IDESG representatives will participate in additional KI working groups;
- Provide a brief report, on a regular basis, summarizing progress (the IDESG newsletter with additional commentary is acceptable) to the Management Council Chair or other designated representative of the IDESG;
- Identify the use of, or the desire to use, specific KI materials;
- Attend at least one face-to-face of committees meeting per year; and,

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- Raise any requirement, query, viewpoint, issue, challenge, etc to the Kantara Executive Director or otherwise designated liaison upon becoming aware of it.

Responsibilities of KI: The KI liaison will:

- Participate, initially, in the Trust Framework and Trustmark Committee as a liaison member in accordance with the Rules of Association (“ROA”); however, it is contemplated by the parties that duly designated KI representatives will participate in additional IDESG committees;
- Attend at least one face-to-face of committees meeting per year;
- Provide a brief report, on a regular basis, summarizing progress to the Kantara Executive Director or otherwise designated representative of KI (Note: the KI newsletter with additional commentary would be acceptable);
- Identify the status of KI work products that are under development; and,
- Raise any requirement, query, viewpoint, issue, challenge, etc to the Management Council Chair upon becoming aware of it.

Term: This MOU shall take effect following the approval of the appropriate governing bodies and upon the date of execution by the final signatory, below, and shall remain in force until either party wishes to terminate. Termination requires sixty (60) days advance notice in writing to the other.

Identity Ecosystem Steering Group



Peter Brown
Its Management Council Chair

Date: __ August 2013

Kantara Initiative

Joni Brennan
Its Executive Director

Date: __ August 2013

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A. Intellectual Property Rights ("IPR") Policies. KI and IDESG agree to abide by the terms of the IPR Policy of the organization receiving any contribution from either organization through the liaison. The "IDESG Intellectual Property Rights Policy" and "Kantara Initiative Intellectual Rights Policies Version 1.1" are attached hereto and made a part hereof as **Schedules A and B**, as of the effective date of this MOU or as may be amended thereafter by each of the signatories. Copies of any amendments shall be supplied to the liaison representative upon approval. Notwithstanding other provisions of this MOU, KI and IDESG acknowledge that some of their respective obligations under the IPR Policy may survive the termination of this agreement, as more fully described in such IPR Policy.

B. No Other Licenses. The KI and IDESG each acknowledge and agree that, except for the rights expressly provided by this MOU, IDESG ROA, the IPR Policy or any other agreement to which the KI and IDESG are parties, neither KI nor the IDESG grants or receives, by implication, estoppel, or otherwise, any rights under any patents or other intellectual property rights by reason of the execution of this MOU.

C. Conformance with Antitrust Laws. It is the express policy of IDESG and KI to require that all of its activities be conducted strictly in accordance with all applicable law including antitrust laws. It is extremely important that all entities which enter liaison agreements or understandings with the IDESG be aware of the types of activities prohibited by antitrust laws. If KI should have any specific questions relating to antitrust compliance it should seek advice from its own legal counsel.

D. Assignment. Neither party may assign its rights or obligations under this MOU without the prior written consent of the other, provided that the assignee must agree to the terms of this MOU.