

**Community Identify Framework
for Education and Research
(CIFER)**

CONSORTIUM CHARTER

Adopted September 1, 2013

CIFER Consortium Charter

1. Definitions

In this Charter:

Arising IP	means any Intellectual Property (see definition below) generated by or on behalf of any Consortium Member in the course of their activities under this Consortium Charter.
Background IP	means any Intellectual Property owned or controlled by any Consortium Member that is generated or acquired other than in the course of their activities under this Consortium Charter and intentionally made available to the Consortium by the Consortium Member.
Board Member	means the individual serving on the Consortium Board.
CIFER Aligned Projects	means a non-profit or commercial open-sourced software organizations that the Consortium Board agrees to work with and coordinate activities and resources. To be considered a CIFER Aligned Project, the organization must enter into a Consortium Member Agreement.
CIFER Development Roadmap	means the development plan (as may be amended from time to time) approved by the Consortium Board and published on the Consortium Website.
Community	means the individuals and organizations that contribute to identity and access management solutions.
Consortium	means the structure established under this Consortium Charter to allow the Community to support the direction and development of the Consortium through financial contributions.
Consortium Board	means the group of individuals elected or nominated by the Consortium Members to represent the Consortium Members' views and to oversee the financial and strategic direction of the Consortium.

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Consortium Board Elections	means the election process held at the annual Member Meeting by the Consortium to allow Member Representatives to elect the members of the Consortium Board.
Consortium Board Resolution	means a resolution passed by the Consortium Board in accordance with clause 3.15.
Consortium Charter	means this document, which defines how the Consortium is constituted and operated. It is maintained by the Consortium Board and is published on the Consortium Website.
Consortium Committers	means the meritocracy of active developers working, either directly or indirectly via other CIFER Aligned Projects, on maintenance, enhancements and further development of identity and access management software.
Consortium Director	means the individual appointed as director of the Consortium by the Consortium Operator.
Consortium Member	<p>means any organization that has:</p> <ol style="list-style-type: none"> 1. Received Consortium Board approval, either expressly by means of a Consortium Board resolution or tacitly, if no Consortium Board member raises any objection within 30 days of the candidate's application to join; 2. Signed a Consortium Member Agreement; and 3. Paid the appropriate membership fees as a Supporter, Contributor, Principal, CIFER Aligned Project, or non-educational organization, or the agreed on contributions defined below in section 6, as published on the Consortium Website and as may be updated by the Consortium Board from time to time.
Consortium Member Agreement	means an agreement signed by Consortium Members and revised by the Consortium Board from time to time, setting out the rights and duties of Consortium Members. All Consortium Member Agreements are published on the Consortium Website.

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Consortium Operator	means the organization appointed by a majority vote of the Consortium Board to be the Consortium Operator.
Consortium Regulations	means the Consortium Board Resolution that sets out the organizational regulations of the Consortium Board and the Consortium Operator. It is maintained by the Consortium Board and is published on the Consortium Website.
Consortium Website	means www.ciferproject.org .
Contributor	means a Consortium Member that contributes at the “Contributor” level as detailed in section 6 below.
Intellectual Property (IP)	means any and all patents, patent rights and patent applications, rights in goodwill or to sue for passing off, inventions, copyright in any format or medium (including rights in software whether in human or machine readable form), database rights, know-how, trade secrets, formulae, algorithms, processes, designs (whether registered or not), schematics, diagrams, trade marks and the like that exist or come into existence in any jurisdiction in the world.
Member Meeting	means the annual meeting of all Consortium Members, organized by the Consortium Board.
Member Representative	means the individual named by each Consortium Member to be that Consortium Member’s primary contact and representative to the Consortium.
Operational Plan	means the schedule of tasks and implementations planned and established by the Consortium Operator.
Principal	means any Consortium Member that contributes at the “Principal” level as detailed in sections 6 below, or via a Consortium Board Resolution.

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Supporter	means a Consortium Member that contributes at the “Supporter” level as detailed in section 6 below.
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2. Introduction

2.1. Mission

2.1.1. The vision of the Consortium is:

2.1.1.1. To develop comprehensive and modular identity and access management (IAM) solutions based on the large and established set of existing IAM open source projects referred herein as CIFER Aligned Projects. The IAM solutions will be specific to the needs of the Higher Education and Research community; and

2.1.1.2. To recognize CIFER Aligned Projects for their quality of software offerings and engagement with the user, standards, and development communities.

2.1.2. To support this vision, the Consortium has been established to provide a structure whereby the Community can support the direction and development of the Consortium through financial contributions.

2.1.3. To support this vision, the Consortium has been established to provide a structure whereby the various CIFER Aligned Projects can work collaboratively and co-develop new software as may be deemed useful and necessary.

2.2. Purpose

2.2.1. The Consortium primarily exists to:

2.2.1.1. Further the development of IAM for research and educational use;

2.2.1.2. Provide financial and infrastructural support to the Consortium to allow ongoing development of CIFER Aligned Projects software and delivery of the CIFER Development Roadmap;

2.2.1.3. Sustain and develop the existing community of interest for the Consortium;

2.2.1.4. Support the use and adoption of the CIFER Aligned Projects software; and

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- 2.2.1.5. Further the mission of one or more Consortium Members to serve non-profit or non-commercial purposes.

3. Consortium Board

- 3.1. The Consortium Board is responsible for financial oversight, together with the overall policies and direction of the Consortium. In particular, it shall have the following responsibilities:
 - 3.1.1. Select and supervise the Consortium Operator and Consortium Director as described in a Consortium Board Resolution and published on the Consortium Website;
 - 3.1.2. Establish and amend the Consortium Charter and Resolutions;
 - 3.1.3. Approve the CIFER Development Roadmap and budget;
 - 3.1.4. Make decisions on the admission and removal of Consortium Members;
 - 3.1.5. Approve all agreements;
 - 3.1.6. Approve use of an external auditor as proposed by the Consortium Operator; and
 - 3.1.7. Pass a resolution on the dissolution of the Consortium.
- 3.2. A quorum of the Board consists of not less than two-thirds of duly elected or appointed voting Board Members.
- 3.3. Member Representatives will appoint and elect representatives to the Board as described below in sections 3.4 – 3.11. The Consortium Director will be entitled to attend Board meetings as an ex-officio member.
- 3.4. Each CIFER Aligned Project community that signs a Consortium Member Agreement shall have one appointed voting seat on the board representing their community as the primary voice on all CIFER Aligned Project issues presented to the Consortium Board.
- 3.5. Additional Board Members shall be nominated by Member Representatives from amongst the Consortium Members for election at the annual meeting or at another time of year designated by the Consortium Board as part of the Consortium Board Elections. The Board Member is elected based on the majority of the votes present.
- 3.6. The Consortium Board Elections shall be held at the Member Meeting no less than every 24 months in accordance with the

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process set out under sections 3.8-3.11 and as approved by a Consortium Board Resolution published on the Consortium Website.

- 3.7. A minimum of 7 and a maximum of 16 Board Members will serve on the Consortium Board, including a Chair. The Chair will be elected on an annual basis by the Board Members of the Consortium Board.
- 3.8. Board Members are elected, on a rotating basis, to serve two-year terms. Board Members are permitted to hold office for multiple terms but an individual may only hold office for a maximum of two successive terms.
- 3.9. Each Board Member shall be entitled to one vote on each matter submitted to a vote of the Consortium Board. The Chair of the Consortium Board casts the deciding vote in case of a tie.
- 3.10. Any Board Member may resign at any time by giving written notice of his or her resignation to the Chair of the Consortium Board, and such resignation shall take effect at the time specified therein, or, if not specified, at the time of its receipt.
- 3.11. Any vacancy on the Consortium Board caused by death, resignation, removal, or a decrease in the total number of Board Members by other cause, may be filled by a majority vote of the remaining Board Members (even if less than a quorum).
A Board Member so elected shall hold office until the next Consortium Board Elections, at which time a permanent successor shall be duly elected and qualified.
- 3.12. Board Members shall not receive any salaries for their services, and are expected to be able to claim reasonable travel expenses to attend in-person meetings from their sponsoring organizations. The Consortium Board may decide to contribute to travel expenses in exceptional circumstances.
- 3.13. The Consortium Board will meet, either in person or via virtual means, at least four times a year. At least one meeting per year must be in person.
- 3.14. The Consortium Director is responsible for making sure minutes are taken of the meeting.
- 3.15. A quorum is required for the transaction of business at any meeting.
- 3.16. Consortium Board Resolutions and business transactions must be approved by a majority of the Board Members present at a quorum Consortium Board meeting.

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- 3.17. The Consortium Charter may be amended with a three-quarters vote of the Consortium Board.
- 3.18. Board Members must disclose apparent or actual conflicts of interest to the Chair and may be required, at the direction of the Chair to withdraw from participation in a particular matter.
- 3.19. Consortium Board representation shall be the total of the appointed CIFER Aligned Project representatives plus a proportional representation based on contributions according to each membership category defined in section 6 below. Member Representatives from each category will nominate and elect the Board Members for their category. Below is an illustration of the categories and possible total Board Members possible.

Maximum Board Seats: 16

CIFER Aligned Project Appointed Seats: 6

Remainder of Board Seats Available for Election: 10

Membership Category	Funds	% of Total	# of Reps
Supporters	100,000	10%	1
Contributors	300,000	30%	3
Principals	<u>600,000</u>	60%	<u>6</u>
	1,000,000	100%	10

- 3.20. Elected Board Member seats shall serve staggered terms, determined by a Consortium Board Resolution, so as to elect approximately one-third of the total elected seats on an annual basis.

4. Consortium Board Chair

- 4.1. The Consortium Board elects a Chair among its members for a period of up to two years. The Chair shall not serve more than two consecutive terms. The Chair has the casting vote in case of a tie. In addition, the Chair shall have the following duties:
- 4.1.1. Prepare the agenda for Consortium Board meetings in consultation with the Consortium Director;

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- 4.1.2. Chair the Consortium Board meetings;
- 4.1.3. Review and publish Consortium Board minutes;
- 4.1.4. Schedule and call Consortium Board Elections; and
- 4.1.5. Authority to execute agreements on behalf of the Consortium Board and the authority to delegate signature authority.

5. Consortium Operator

- 5.1. Responsibility for the day-to-day operation of the Consortium will be delegated by the Consortium Board to an appropriate organization, the Consortium Operator, by passing a Consortium Board Resolution. The Consortium Operator will appoint a Consortium Director who will have delegated authority to adopt policies and procedures for the operation of the Consortium.
- 5.2. The Consortium Board must approve the Consortium Director's policies and procedures and the Consortium Board Resolution will be published on the Consortium Website.
- 5.3. The Consortium Operator shall be appointed for a period of no longer than three years. At the end of the three-year term, the Consortium Board will undertake a review to determine whether to select a new Consortium Operator or to reselect the current Consortium Operator.
- 5.4. Upon written agreement between Consortium Board and the Consortium Operator, the Consortium Operator will provide the Consortium basic business services including legal, financial and accounting, and marketing and event management. Additional services may be contracted according to agreed upon Consortium Board Resolutions.

6. Consortium Membership

- 6.1. Consortium membership is open to educational, academic, research, and commercial organizations and institutions with programs and missions consistent with the purposes of the Consortium. These may include non-profit colleges, universities, other educational institutions and organizations, research and development centers, membership organizations, and other non-profit organizations.
- 6.2. There are three principal categories of membership. For educational organizations, the expected financial contributions are based on relative size of the enrolled student population.

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Contribution limits establish guidelines for capping total contribution levels for educational institutions with atypical enrollment patterns. The chart below is for illustrative purposes only:

Category	Expected Contribution	Limits
Supporters	\$1 per FTE Enrolled Student per year for 2 years	Up to \$50,000 cap
Contributors	\$2 per FTE Enrolled Student per year for 2 years	Up to \$100,000 cap
Principals	\$5 per FTE Enrolled Student per year for 2 years	Up to \$250,000 cap

6.3. CIFER Aligned Projects must contribute at the Principal level or as approved by the Consortium Board.

6.4. For non-educational organizations expected contributions will be negotiated with the Consortium Board and classified into one of the categories below or may be classified into the categories for educational organizations.

Category	Description	Expected Contribution and Limits
Category A	Single entity or institution	TBD by Consortium Board Resolution
Category B	Identity Federation representing 50 organizations or less	TBD by Consortium Board Resolution
Category C	Identity Federation representing more than 50 organizations	TBD by Consortium Board Resolution

6.5. The Consortium Board may determine fees for International Consortium Members according to a Consortium Board Resolution.

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- 6.6. Contribution categories and levels may change according to a Consortium Board Resolution and are posted on the Consortium Website.
- 6.7. Consortium Members each agree to pay annual membership fees and dues as approved by a Consortium Board Resolution for each fiscal year of the Consortium and published on the Consortium Website. The fiscal year corresponds to the calendar year.
- 6.8. Consortium Members will each designate a Member Representative. Member Representatives may from time to time be asked to contribute views to support Consortium Board Resolutions and act as a primary point of communication with Consortium staff.
- 6.9. There shall be an annual Member Meeting of all Consortium Members where:
- 6.10. Consortium Members elect their Board Members as described in sections 3.4 – 3.6; and
- 6.11. The Consortium Board informs the Consortium Members on the status of the Consortium.
- 6.12. Membership applications will be made to the Consortium Operator or other named Consortium contact, under the signature of an appropriately authorized officer of the organization making the application. Membership is effective when the prospective Consortium Member has:
 - 6.12.1. Received approval by the Consortium Board, either by means of a Consortium Board Resolution or if no Board Member raises any objection within 30 days of the candidate's application to join;
 - 6.12.2. Signed the Consortium Members Agreement; and
 - 6.12.3. Paid the appropriate membership fees.

7. Consortium Member Commitments

- 7.1. Consortium Members will operate in accordance with the Consortium Members' Agreement and the policies and procedures approved by Consortium Board Resolution from time to time and published on the Consortium Website.
- 7.2. Consortium Members shall participate fully in the Consortium Board Elections with their Member Representative.

8. Termination of Membership

- 8.1. A Consortium Member may terminate its participation in the Consortium, at any time and for any reason (including if the primary purpose of the Consortium is no longer consistent with section 2), if it sends a letter of resignation to the Consortium giving no less than 90 days notice.
- 8.2. The Consortium Board, upon Consortium Board Resolution, may terminate the membership of any Consortium Member if the Consortium Member fails to pay the appropriate fees within 30 days of receiving a written reminder that such fees are due. Membership fee, or any other cash contribution, is not reimbursed in case of any voluntary or Consortium Board-approved termination.
- 8.3. The Consortium Board, upon a Consortium Board Resolution, may terminate the membership of any Consortium Member at any time. The relevant Consortium Member must be given at least 30 days' notice of the intent of the Consortium Board to consider termination at such meeting and may make written representations to the Consortium Board in advance of the meeting.
- 8.4. If the Consortium Board nevertheless resolves to exclude the Consortium Member from the Consortium, the Consortium Member may submit a written appeal to reconsider the Consortium Board Resolution to the Consortium Board within 30 days from the notification of the Consortium Board Resolution. The Consortium Board shall convene an extraordinary meeting within 30 days of receiving the appeal to decide on the exclusion.

9. Intellectual Property

- 9.1. Background IP
 - 9.1.1. Nothing in this Consortium Charter does, or is intended to, grant or transfer any right, title or interest in any Background IP and such Background IP shall remain the property of the Consortium Member using it or making it available.
 - 9.1.2. Each Consortium Member hereby grants to the other Consortium Members, and third parties, an irrevocable, royalty-free, non-exclusive, worldwide license to use any Background IP supplied or made available to the Consortium for all CIFER solutions undertaken.

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- 9.1.3. Each Consortium Member is responsible for ensuring that all necessary permissions have been obtained to use, and for other Consortium Members to use, any Background IP used on behalf of, or made available to, the Consortium.
- 9.2. Arising IP
 - 9.2.1. All Arising IP created or generated by a Consortium Member for or on behalf of the Consortium shall be licensed according to mutual agreement with the Consortium Operator to be used in accordance with the aims and instructions of the Consortium. Mutual agreement on license practices must be documented in advance of any new development.
 - 9.2.2. Upon termination of the Consortium, Arising IP may be transferred from one Consortium Member to another according to details defined in a Consortium Board Resolution.
 - 9.2.3. The Consortium, its Consortium Members and Consortium Operator shall make all Arising IP available on royalty-free terms under a mutually agreed upon Open Source Initiative (OSI) license that is deemed to be compatible with the Apache 2.0, ECL 2.0 and BSD 2.0 licenses, or similar successor license models, as approved by the Board.
 - 9.2.4. The Consortium Director, under the direction of the Consortium Board and all relevant Consortium Board Resolutions, shall confirm that all Arising IP uses an approved OSI license that is, to the greatest extent possible, compatible with other licenses of Background IP of all other Consortium Members.
- 9.3. Authorizations and Warranties
 - 9.3.1. Each Consortium Member is responsible for obtaining any necessary assignments or licenses for the Consortium and the Consortium Members to use any Background IP or Arising IP used, generated or made available to or on behalf of the Consortium.
 - 9.3.2. Each Consortium Member warrants to each other and to the Consortium Operator that:
 - 9.3.2.1. It owns or has sufficient authorization to use the Background IP used on behalf of the Consortium or made available to the Consortium; and
 - 9.3.2.2. The use of Background IP for the Consortium's purposes will not infringe any intellectual property rights or other rights of any natural or legal person.

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- 9.3.3. Each Consortium Member shall use its reasonable endeavors to ensure the accuracy of any information or materials (including but not limited to Background IP and Arising IP) that it supplies to the other Consortium Members and shall promptly correct any error therein of which it is notified.
- 9.3.4. The Consortium Member supplying information, materials or IP does not offer any warranties to the other Consortium Members in respect of such information, materials or IP. Each Consortium Member accepts that such information, materials or IP is supplied “as is” and is entirely responsible for the use to which they put such information, materials and IP.
- 9.3.5. Consortium Member hereby undertakes to indemnify the other Consortium Members against any liabilities, loss, claims or expenses brought against or incurred by his breach of warranties concerning:
 - 9.3.5.1. Background IP used or made available by that Consortium Member; and/or
 - 9.3.5.2. Any Arising IP generated by or on behalf of that Consortium Member.

10. Disclaimer and Limitation of Liability

- 10.1. Unless agreed otherwise in writing between Consortium Members or established herein, no Consortium Member will have any liability to any other Consortium Member solely by virtue of their participation in the Consortium.
- 10.2. The Consortium Board, Consortium Operator, and the Consortium Members shall have no liability, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, arising in relation to this Consortium Charter to the fullest extent permitted by law.
- 10.3. In no event will any of the officers, trustees, directors, partners, beneficiaries, joint ventures, authorized organizations, stockholders, or other principals or representatives of a Consortium Member, the Consortium Board, or the Consortium Operator, ever be personally liable to another Consortium Member, Consortium Board, Consortium Operator, or third party (including direct or consequential damages).
- 10.4. The Consortium Board, the Consortium Operator, and the Consortium Members shall not be liable to third parties in any

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circumstances, whether in contract, tort (including negligence or breach of statutory duty) or otherwise for:

- 10.4.1. Loss of profits or revenue, loss of savings, loss of use or opportunity, loss of business, loss or spoiling of data, loss of contracts, lost or wasted management or employee time or any increased costs or expenses, in each case whether direct or indirect;
- 10.4.2. Any special, indirect or consequential damage of whatever nature that does not flow directly or naturally from the breach or tort in question, or that results from any intervening cause.

11. Governing Law and Dispute Resolution

- 11.1. This Consortium Charter shall be governed by and construed in accordance with New York law and subject to jurisdiction of New York courts.
- 11.2. Each Consortium Member agrees to use its best efforts to resolve disputes in an informal manner.

12. Dissolution

- 12.1. The Consortium may be dissolved with a three-quarters vote of the Consortium Board.
- 12.2. In the event of dissolution, any Consortium assets that remain following the fulfillment of all obligations shall be transferred to one or more non-profit, non-governmental legal entities pursuing a similar purpose, as designated by a Consortium Board Resolution of the final Consortium Board meeting.

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This Charter is made effective as of September 1, 2013.

Organization: University Corporation for Advanced Internet Development
d/b/a Internet2, On Behalf of the Grouper CIFER Aligned Project

By: H. David Lambert

Name: H. David Lambert

Title: President & CEO

Organization: Kualu Foundation, On Behalf of the Kualu Foundation

By: Jennifer Fouty

Name: Jennifer Fouty

Title: Executive Director