



Schedule A
Intellectual Property Rights Policy

**DIGITAL ID & AUTHENTICATION COUNCIL OF CANADA
(DIACC)**

Board of Directors – Supplemental Policy

Approved On: May 9, 2018

Status: Draft

APPLICABILITY

This DIACC Intellectual Property Rights Policy (“IPR Policy”) applies to and is binding on:

- each DIACC Member (“Member”) that has signed a Membership Agreement,
- each non-Member in any Project that has signed a Contributor Agreement and
- any other person or entity that has otherwise agreed to its terms.

(each of the above referred to herein as a “Contributor”),

It is binding on such parties execution of each Membership Agreement, Contributor Agreement.

PURPOSE

This IPR Policy addresses intellectual property rights granted to DIACC by Members, Contributors, and others.

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1. Defined Terms

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

- **“Affiliates”** means an entity that directly or indirectly Controls, is Controlled by, or is under common Control with another Entity, so long as such Control exists.
- **“Contribution”** means any input, suggestions and other feedback in written or oral form regarding DIACC Deliverables.
- **“Contributor”** means a Member who has completed the Member Agreement, or a non-Member who has agreed to the Contributor Agreement, or any other person who has agreed to be bound by this IPR Policy.
- **“Control”** (and derivatives thereof) means the possession, directly or indirectly through one or more intermediaries, of the power to either (i) elect a majority of the directors (or Persons with equivalent management power) of such Person, or (ii) direct or cause the direction of the management or policies of such Person, whether through the ownership of securities or partnership, membership or other ownership interests, by contract, by operation of law or otherwise.
- **“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, or quantum or other states of matter.
- **“Data Subjects”** means Entities to which data relates.
- **“Entity”** means anything that has separate and distinct existence and that can be identified in context. The terms “Entity” and “Entities” include individuals, legal persons and identified system nodes associated with physical objects.
- **“Essential Claims”** means those claims of all patents and patent applications, throughout the world, in which a Contributor or a Contributor’s organization has the right to grant licenses, which claims are necessarily infringed by an implementation by any party of a DIACC Deliverable. A claim is “necessarily infringed” hereunder only when it is not possible to avoid infringing it because there is no technically feasible non-infringing alternative for implementing the DIACC Deliverable.
- **“Identity”** means the representation of an Entity in the form of one or more information elements which allow the Entity(ies) to be sufficiently distinguished within context.
- **“Identity Management”** means a set of functions and capabilities (e.g., administration, management and maintenance, discovery, communications exchanges, correlation and binding, policy enforcement, authentication and assertions) used for: • Assurance of identity information (e.g., identifiers, credentials, attributes); • Assurance of the identity of an entity (e.g., users/subscribers, groups, user devices, organizations, network and service providers, network elements and objects, and virtual objects); and • Supporting business and security applications (e.g., authorization).
- **“Information”** means knowledge communicated concerning some particular fact, subject or event that is conveyed using Data.



- **“DIACC”** means the Digital ID and Authentication Council of Canada (DIACC), an Ontario not-for-profit corporation, and its successors, assigns, and any designees.
- **“Board”** means the Board of Directors of DIACC.
- **“Deliverable”** means any type of output, report, program, or other deliverable relating to interoperable policies, standards and systems for digital identification and authentication. Deliverables are developed in a work group, committee, program, initiative, or workshop of the DIACC.
- **“Policy”** or **“Policies”** means any rules or policies put in place by DIACC from time to time.
- **“Project”** means any work group, committee, program, initiative, workshop, development effort, information service or group activity of various types organized and supported by DIACC for the purpose of developing, or which results in the development of, a DIACC Deliverable. Project formation and development is generally shared in DIACC newsletters and in the Member collaboration tool.
- **“Person”** means any individual, corporation, trust, partnership, joint venture, limited liability company, association, or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, nonprofit, or otherwise, any sovereign nation and any subdivision, governmental unit or any instrumentality therein, and any other entity with legal capacity to enter into legally binding obligations.
- **“Secretariat”** means the staff and consultants engaged by DIACC as the Secretariat with which DIACC has contracted to provide management and administrative services.

2. No Transfer to DIACC of Restricted Data

- Contributor agrees that it will not transfer any Data or Information to DIACC that is confidential information. In addition, 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 DIACC other than contact information for notices, communications or other similar administrative and operational purposes between Contributor and DIACC. Contributor acknowledges and agrees that such contact information will not be treated as confidential, and Contributor and its representatives to which such information relates, agrees and “opts-in” to the inclusion and use of such contact information consistent with such functions.

3. Grant to DIACC of License to Contributor Data and Information

- Each Contributor agrees that it expressly grants (on its behalf and that of its Affiliates), and hereby does grant, to DIACC, a royalty-free, nonexclusive, unlimited right and license to use, reproduce, adapt, publish, translate and distribute all materials submitted to DIACC and the Information and Data that they contain (in whole or in part) worldwide and/or 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 such material solely for the purposes of developing, publishing, and distributing information to identity



management and information services industry participants and the public through identity management services industry related information sharing, processing and distribution systems and programs of DIACC.

4. Copyrights

- Each Contributor hereby grants to DIACC a worldwide, royalty-free, nonexclusive, transferable copyright license to reproduce, create derivative works of, distribute, display, perform and sublicense the rights to reproduce, distribute, display and perform (in whole or in part) such Contributor's Contributions to DIACC or any Project solely for the purposes of developing, publishing, and distributing information to secure online transactions, identity management and information services industry participants and the public through identity management services industry-related information sharing, processing and distribution systems and programs of DIACC. Contributor represents and warrants that it owns or has sufficient legal interest in the rights that are subject to the licenses provided for herein for it to make the grants described herein so that DIACC's use of the Contributor's Contributions in a manner consistent with the description in this IPR Policy will not constitute an infringement. Contributor represents and warrants that it has obtained waivers of all moral rights, droit moral or similar rights anywhere in the world, including said rights under section 14.1 of the Canadian Copyright Act, with respect to the Contributor's Contributions.

5. Trademarks

- DIACC Marks. Where existing and applicable, DIACC mark usage will be defined here.
- Contributor Licensed Trademarks. Through the execution of the DIACC Members Agreement, the Contributor Agreement, or by other means of agreement to the terms within, the Contributor's grants to DIACC, a non-exclusive, terminable, personal, worldwide, royalty-free license, without the right to sublicense, to use the Contributor's corporate name and trademarks (the "Contributor Licensed Trademarks") solely in connection with the display of such marks and related information on the DIACC website, and on DIACC's social media accounts, and in DIACC Deliverables, electronic communications to Members, and other Contributors papers, presentations, printed publications, or other media, in a manner consistent with Contributor's participation in DIACC or its Projects. DIACC acknowledges exclusive ownership of Contributor Licensed Trademarks by Contributor and agrees that it will do nothing inconsistent with such ownership and agrees that all use by DIACC of the Contributor Licensed Trademarks and the goodwill in the Contributor Licensed Trademarks developed therefrom shall inure to the benefit of and be on behalf of the Contributor. DIACC agrees that nothing in this IPR Policy shall give DIACC any right, title or interest in or to the Contributor Licensed Trademarks other than the license to use the Contributor Licensed Trademarks in the manner expressly permitted by this IPR Policy. Upon termination, cancellation or expiration of a Contributor's role in DIACC as a Member, or Contributor (as applicable), all rights of DIACC to use such Contributor Licensed Trademarks shall cease and revert automatically to the Contributor, and DIACC shall immediately discontinue all use of the Contributor Licensed Trademarks.
- Trademark Use Revocation. A Contributor may at any time revoke grant to use a Member Licensed Trademark at its sole discretion.



6. No Other Licenses

- Contributors acknowledge and agree that, except for the rights specifically set forth in this IPR Policy, no license, rights or other interest of any type under any trademark, patent, copyright, proprietary information or other intellectual property rights of any Contributor are granted or received, by implication, estoppel or otherwise by this IPR Policy.

7. Licensing or Non-Assertion of Patents Related to Contributor Contributions

- Contributor covenants to either, in its discretion, (i) grant a patent license on fair, reasonable and nondiscriminatory (FRAND) terms or (ii) offer a non-assertion covenant, to any person implementing a DIACC Deliverable, under any patent claims that Contributor (or Contributor's represented organization or its Affiliates) own or control that become Essential Claims (as defined herein) because of the incorporation or other use of a Contributor Contribution in any DIACC Deliverable, or any DIACC Policy or program, provided that, the DIACC Board may establish that one or more Project charters (each of which is communicated to participants at the inception of a Project) require participants in any such Projects to agree to patent licensing terms that are different than those set forth in this section 7 (including, but not limited to, the Board's discretion to require that a Project's participants undertake to license patent claims on royalty free terms (such requirement an "RF Licensing Requirement")).

8. Limited Agreement to Disclose

- Individual Contributors shall declare at the earliest opportunity, any patents they are aware of which they know to include Essential Claims, or potentially Essential Claims. For any Essential Claims that are not subject to the non-assertion covenant of section 7 above, in the event that Contributor has actual knowledge that the Contributor or its organization would be unwilling to provide a FRAND license to any such Essential Claims (or a royalty-free patent license with respect to DIACC Deliverables produced by those Projects for which the DIACC Board has imposed a RF Licensing Requirement) to any party that implements an DIACC Deliverable (including those in draft or "work-in-progress" form) of any Project, Contributor will promptly provide written notification to the Secretariat and appropriate work group chairperson of Contributor's intent not to license. The Secretariat will maintain a list of all such declarations and the Project to which they relate. Nothing in this Section is intended to create a duty for Contributor to conduct a search of Contributor's organization's patent portfolio.