



SHIBBOLETH 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 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 Charter and intentionally made available to the Consortium by the Consortium Member in question.
Board Member	means the individual serving on the Consortium Board on behalf of a Consortium Member
Consortium	means the structure established to allow the Community to support the direction and development of the Shibboleth project 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.
Consortium Board Elections	means the process (approved by a Consortium Board Resolution from time to time and published on the Consortium Website) 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 Committers	means the meritocracy of active developers working on maintenance, enhancements and further development of the Shibboleth codebase.
Consortium Manager	means the individual appointed as manager of the Consortium by the Consortium Operator
Consortium Member	means any organisation that has: 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 the Shibboleth Consortium Member Agreement in the form attached to this Charter or as revised by the Consortium Board from time to time; and 3. Paid the appropriate membership fees as published on the Website and as may be updated by the Consortium Board from time to time.
Consortium Member Agreement	means the agreement signed by Consortium Members and revised by the Consortium Board from time to time, setting out the rights and duties of Consortium Members. It is published on the Consortium Website.
Consortium Principals	means any organisation that makes (in addition to the standard annual membership fee) a significantly larger contribution, as specified in a Consortium Board Resolution, than other Consortium members.
Consortium Operator	means the organisation appointed by a majority vote of the Consortium Board to be the Consortium Operator.
Consortium Website	means [www.shibboleth.net].
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's Meeting	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.
Shibboleth	means the Shibboleth software packages released by the Consortium and published at: [shibboleth.net].
Shibboleth	means this document which defines how the Consortium is



Consortium Charter	constituted and operated. It is maintained by the Consortium Board and is published on the Consortium Website.
Shibboleth Consortium Regulations	means the Consortium Board Resolution that sets out the organisational regulations of the Shibboleth Consortium Board and the Consortium Operator. It is maintained by the Consortium Board and is published on the Consortium Website .
Shibboleth Development Roadmap	means the development plan (as amended from time to time) approved by the Consortium Board and published on the Consortium Website.

2. Introduction

Mission

- 2.1. The vision of the Shibboleth project is:
 - 2.1.1. To deliver, enhance and support the open-source product of choice for organizations wishing to deploy federated identity; and
 - 2.1.2. For Shibboleth to be recognized for its quality of software offering and its engagement with the user, standards and development communities.
- 2.2. In order to support this vision, the Consortium has been established to provide a structure whereby the Community can support the direction and development of the Shibboleth project through financial contributions.

Purpose

- 2.3. The Consortium primarily exists to:
 - 2.3.1. Further the development of identity and access management for research and educational use;
 - 2.3.2. Provide financial and infrastructural support to Shibboleth to allow on going development of Shibboleth and delivery of the Shibboleth Development Roadmap;
 - 2.3.3. Sustain and develop the existing community of interest for the Shibboleth project;
 - 2.3.4. Support the use and adoption of the Shibboleth software; and
 - 2.3.5. 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 Supervision of the Consortium Operator, Consortium Manager and Consortium Committers as described in a Consortium Board Resolution and published on the Consortium website;
 - 3.1.2 Establishment and amendment of the Consortium Charter and Regulations;
 - 3.1.3 Approval of the Shibboleth Road Map and Budget;
 - 3.1.4 Decisions on the admission and removal of Consortium Members;
 - 3.1.5 Approval of all agreements with external parties;
 - 3.1.6 Approval of external auditor as proposed by the consortium operator;
 - 3.1.7 Passing a resolution on the dissolution of the Consortium;
 - 3.1.8 A quorum of the Board consists of not less than 75% of duly elected or appointed voting members.
- 3.2 The Consortium Principals will each nominate one representative to the Board. The Consortium Manager will be entitled to attend Board meetings as an ex-officio member and acting board secretary.
- 3.3 The Shibboleth developer community (identified as all developers who are currently contributing to the product) shall have one elected voting seat on the board representing the developer community as the primary voice on all technical issues presented to the board. The board retains the right to appoint an individual should one not be elected.
- 3.4 An additional Board Member 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 Board as part of the Consortium Board Elections. The member is elected based on the majority of the votes present.
- 3.5 Member Representatives may nominate a second Board Member from amongst the Consortium Members if the total number of Members exceeds 15.
- 3.6 The Consortium Board Elections shall be held at the Member Meeting no less than every 24 months in accordance with the process set out under paragraphs 3.8-3.16 and as approved by a Consortium Board Resolution published on the Consortium Website.
- 3.7 A maximum of 12 Members will serve on the Consortium Board, including a Chair (elected on an annual basis by the Members of the Consortium Board).
- 3.8 Board Members are elected, on a rotating basis, to serve three-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 (1) vote on each matter submitted to a vote of the Consortium Board. The chair of the board casts the deciding vote in case of a tie.



- 3.10 Any Board Member may resign at any time by giving written notice, or notice by email, of his or her resignation to the Chair (see Clause 5) 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 Board caused by death, resignation, removal, an increase in the total number of Board Members or 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 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 4 times a year. At least one meeting per year must be in person.
- 3.14 A majority of Consortium Board Members shall constitute a quorum for the transaction of business at any meeting.
- 3.15 A Consortium Board Resolution must be approved by no less than two thirds of the Consortium Board members present at a quorate Consortium Board meeting.
- 3.16 Members of the Board undertake to declare any interest in any item under discussion and may be invited by the Chair to withdraw from meetings when business that concerns their personal interests or the interests of natural or legal persons close to them is being dealt with.

4. Consortium Board Chair

- 4.1 The Consortium Board elects a chair among its members for a period of at most one year. Chairmanship is not possible for two consecutive terms. The chair has the casting vote in case of a tie.
The duties of the chair are:
 - 4.1.1 Preparing the agenda for board meetings in consultation with the Consortium Manager;
 - 4.1.2 Chairing the board meetings.
 - 4.1.3 Reviewing and publishing board minutes.
 - 4.1.4 Scheduling and Calling Elections
 - 4.1.5 Delegating signature authority when the chair is unavailable to sign official consortium documents.
 - 4.1.6 The Consortium Manager is responsible for making sure minutes are taken of the meeting.

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 organisation by passing a Consortium Board Resolution. The Consortium Operator will appoint a Consortium Manager who will have delegated authority to adopt any policies and procedures that they see fit for the operation of the Consortium in accordance with Consortium Board Resolutions.
- 5.2 The Consortium will operate in accordance with the policies and procedures approved by Consortium Board Resolution from time to time and published on the Consortium Website.
- 5.3 The Consortium Operator shall be appointed for a period of no longer than three years, at which time the Consortium Board will undertake a review.

6. Consortium Membership

- 6.1 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 organisations, research and development centers, membership organizations, and other non-profit organizations.
- 6.2 There are three principal categories of membership:
 - 6.2.1 Category A: Single entity or institution;
 - 6.2.2 Category B: Identity Federation representing 50 organizations or less;
 - 6.2.3 Category C: Identity Federation representing more than 50 organizations.
- 6.3 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.
- 6.4 Consortium Members will each designate a Member Representative. Member Representatives may from time to time be asked to contribute views to support Board Resolutions and act as a primary point of communication with Consortium staff.
- 6.5 There shall be an annual Members' Meeting of all Consortium Members where
 - 6.5.1 Consortium Members elect their Board representative as described in 3.8.
 - 6.5.2 The Board informs the Members on the status of the Consortium
- 6.6 Membership applications will be made to the Consortium Operator or other named Consortium contact, under the signature of an appropriately authorised officer of the organisation making the application. Membership is effective when the prospective Consortium Member has
 - 6.6.1 Received approval by the Consortium Board, either expressively 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.

6.6.2 Signed the Consortium Members' Agreement; and

6.6.3 Has 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 via 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 2.3), if it sends a letter of resignation to the Consortium giving no less than 90 days notice. 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 is not reimbursed in case of any voluntary or Consortium Board-approved termination.

8.2 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 thirty days' notice of the intent of the Consortium Board to consider termination at such meeting and may make written representations to the Board in advance of the meeting.

8.3 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 Resolution to the Consortium Board within thirty days from the notification of the Resolution. The Consortium Board shall convene an extraordinary meeting within 30 days of receiving the appeal to decide on the exclusion by written Resolution.

9. Intellectual Property

9.1 Background IP

9.1.1 Nothing in this 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 (or third party) using it or making it available.



- 9.1.2 Each Consortium Member hereby grants to the other Consortium Members an irrevocable, royalty-free, non-exclusive, worldwide licence to use any Background IP supplied or made available to the Consortium.
- 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 transferred to the Consortium Operator for and on behalf of the Consortium and to be used in accordance with the aims and instructions of the Consortium.
- 9.2.2 On termination of the Consortium, Arising IP will be transferred from the Operator to the Members.
- 9.2.3 The Consortium, its Members and Consortium Operator shall make all Arising IP available on royalty-free terms under an approved Open Source license.

9.3 Authorisations 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 of the other Consortium Members and to the Consortium Operator that:
 - 9.3.2.1 It owns or has sufficient authorisation 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 such intellectual property for the Consortium's purposes will not infringe any intellectual property rights or other rights of any natural or legal person.
- 9.3.3 Each Consortium Member shall use its reasonable endeavours 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 or materials or intellectual property does not offer any warranties to the other Consortium Members in respect of such information or materials. Each Consortium Member accepts that such information, materials or intellectual property is supplied "as is" and is entirely responsible for the use to which they put such information, materials and intellectual property.
- 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 set out in this Charter, no Consortium Member will have any liability to any other Consortium Member solely by virtue of their acceptance of this Charter.
- 10.2 Nothing in this Agreement does or is intended to exclude any liability to the extent that it may not be so excluded under applicable law, including any liability for death or personal injury caused by negligence, or liability for fraud.
- 10.3 The Consortium Board, the Consortium Operator and the Consortium Members each exclude all liability, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, arising in relation to this Charter to the fullest extent permitted by law.
- 10.4 In no event will any of the officers, trustees, directors, partners, beneficiaries, joint venturers, 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).
- 10.5 Without prejudice to the foregoing, neither the Consortium Board nor the Consortium Operator nor the Consortium Members, will be liable to third parties in any circumstances, whether in contract, tort (including negligence or breach of statutory duty) or otherwise for:
 - 10.5.1 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;
 - 10.5.2 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 Charter shall be governed by and construed in accordance with English law and subject to jurisdiction of English 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 qualified three-quarters majority of the Board.

12.2 In the event of dissolution, any Consortium assets that remain following the fulfilment of all obligations shall be transferred to one or more non-profit, non-governmental legal entities pursuing a similar purpose, as designated by a resolution of the final Board meeting.

Date _____

Organization _____

Representative

Name _____

Title _____

Signature _____