

Sovrin Identity Owner Agreement



Sovrin Board of Trustees

28 June 2017

[Sovrin.org](https://sovrin.org)



Sovrin Identity Owner Agreement

Approved by the Sovrin Foundation Board of Trustees on 28 June 2017

BY REQUESTING A DECENTRALIZED IDENTIFIER (“DID”) FROM A SOVRIN TRUST ANCHOR, YOU REPRESENT THAT YOU ARE AN ADULT WITH THE LEGAL CAPACITY TO ENTER INTO THIS AGREEMENT FOR YOURSELF OR THE AUTHORITY TO ACT FOR THE INDIVIDUAL OR LEGAL PERSON NAMED IN THE APPLICATION FOR A DID, THE SOVRIN IDENTITY OWNER. YOU OFFER AND AGREE TO BE LEGALLY BOUND BY THE FOLLOWING TERMS AND CONDITIONS:

This Sovrin Identity Owner Agreement (“Agreement”) is entered into between the **Sovrin Foundation**, a nonprofit corporation organized under the laws of the State of Utah, United States of America, and **Identity Owner (“You”)** effective on the date on which You first receive a Sovrin Identity from a Sovrin Trust Anchor, for the mutual benefit of the Sovrin Foundation, Identity Owners, Stewards, Agencies, Developers, and any other participants in the Sovrin Network, all as defined in the [Sovrin Provisional Trust Framework](#) (“PTF”), which is attached hereto as Annex 1 and incorporated herein by reference, and in any successor Sovrin Trust Framework (“STF”).

1. Definitions

The defined terms in the PTF are included herein by reference and signaled by initial capital letters.

2. Obligations of the Sovrin Foundation

The Sovrin Foundation shall:

1. Develop and maintain the Sovrin Trust Framework, including the Provisional Trust Framework and any subsequent revisions, to govern the operation of the Sovrin Network in accordance with the purpose and principles in Section 2 of the PTF.
2. Appoint and oversee the Technical Governance Board responsible for the development and maintenance of the Sovrin Open Source Code and the Technical Policies of the Sovrin Trust Framework in accordance with the purpose and principles in Section 2 of

the PTF.

3. Develop and maintain Sovrin Trust Marks as specified by the policies and procedures in the PTF.
4. Invite Stewards as specified by the policies and procedures in the PTF.
5. Invite Trust Anchors as specified by the policies and procedures in the PTF.
6. Accept Agencies who voluntarily become Members of the Sovrin Network.
7. Accept Developers who voluntarily become Members of the Sovrin Network.
8. Monitor and analyze the performance and reliability of the Sovrin Network and when necessary enforce Sovrin Trust Framework policies to ensure its continued health.
9. Promptly notify Stewards of:
 - a. Suspected attacks, malware, or other threats that could reasonably affect Stewards' operations or equipment.
 - b. Sanctions or changes in status affecting particular Identity Owners, Agencies, Developers, or other Stewards.
 - c. Material changes in relevant software, technical standards, or other policies required to operate a Sovrin Node or interact with the Sovrin Ledger.
10. Conduct public education and promotion of the Sovrin Network and its purpose, principles, policies, and uses.
11. Ensure the economic sustainability of the Sovrin Foundation and the Sovrin Network so as to be able to carry out these obligations on behalf of all Members.

3. Identity Owner Obligations

You agree to the Sovrin Promise—to uphold the purpose, principles, and policies of the Sovrin Provisional Trust Framework and any successor Sovrin Trust Framework, including any special policies applying to roles for which You qualify and elect such as Trust Anchor and Guardian—and to abide by all applicable laws and regulations.

You agree not to knowingly abuse, attack, spam, or otherwise take any malicious action against the Sovrin Network and not to knowingly interfere with the use or enjoyment of the Sovrin Network by other Members.

4. Trust Anchor Obligations

The obligations and privileges of Trust Anchors, and the process for designating Trust Anchors, are defined in the PTF and STF, which are incorporated herein by reference.

5. Guardian Obligations

The obligations and privileges of Guardians, and the process for designating Guardians, are

defined in the PTF and STF, which are incorporated herein by reference.

6. Term and Termination

1. This Agreement commences on the date the first DID has been registered on the Sovrin Ledger by You or by a Guardian on your behalf as the Identity Owner and shall remain in force unless You terminate the Agreement.
2. You may terminate this Agreement by: a) revoking all DIDs registered by You or by a Guardian on your behalf as the Identity Owner, or b) giving the Sovrin Foundation fifteen (15) calendar days' written notice by postal mail or email to the Executive Director of the Sovrin Foundation. Notice given by email is deemed effective when the email is sent, notice sent by postal mail is deemed effective when received. By giving notice of termination, You agree that You shall no longer use the Sovrin Network or exert control over any DID registered by You or on your behalf.

7. Confidentiality and Publicity

1. The Parties agree to abide by any confidentiality provisions of the PTF and STF policies and procedures that apply to Identity Owners and, if You become a Guardian or Trust Anchor, those that apply to Guardians or Trust Anchors.
2. The Parties agree to abide by any publicity provisions of the PTF and STF policies and procedures that apply to Identity Owners and, if You become a Guardian or Trust Anchor, those that apply to Guardians or Trust Anchors.

8. Intellectual Property

Each Party shall retain all rights to its own intellectual property, and this Agreement shall not be construed as a license to intellectual property rights except where it explicitly so provides.

The Parties intend that contributions by the Parties toward the development of Sovrin Trust Marks, documents, test protocols, software, and other intellectual property during the term of this Agreement will become the property of the Sovrin Foundation, to be held and used for the benefit of the Sovrin Network.

9. Disclaimer of Warranties

EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER PARTY MAKES ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE,

NON-INFRINGEMENT, ACCURACY OR COMPLETENESS OF DATA.

10. Limitation of Liability

IN NO EVENT SHALL THE SOVRIN FOUNDATION BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, OR OTHER CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR DATA ON YOUR EQUIPMENT, OR OTHERWISE, EVEN IF THE SOVRIN FOUNDATION IS EXPRESSLY ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

11. Compliance with Law

Each Party shall comply with all applicable laws and shall cooperate with the other Party in complying with applicable laws and lawful subpoenas or investigative demands for records or information.

12. Governing Law and Forum

This Agreement is governed by the Dispute Resolution provisions of the Sovrin Trust Framework, including the Provisional Trust Framework and its successors, which is incorporated herein by reference.

13. Acceptance by Sovrin Foundation

For the Sovrin Foundation:

_/preprinted signature/_____

(Signature and title)