

# Charter of the Electronic Authentication Partnership

Version 0.9 – December 8, 2003

Draft

**Draft Charter**  
**Electronic Authentication Partnership**

**Article I Nature**

1. Name. The name of the group is the Electronic Authentication Partnership (“Partnership”).
2. Location. The principal office of the Partnership is 13665 Dulles Technology Drive, Herndon, VA 20171, Suite 300.
3. Nature. The Partnership consists of relying parties, credential issuers, service and product providers, credential holders and others that are interested in electronic credential.
4. Structure. Subject to mutual agreement between the Partnership and NACHA – The Electronic Payments Association, NACHA will provide secretariat and administrative services to the Partnership. It is the present intent that a definitive agreement could be negotiated by the Partnership and NACHA in the future for the provision of oversight and services.
5. Purpose. The purpose of the Partnership is to develop operating rules that detail the rights and responsibilities of participants engaged in electronic authentication.

**Article II Membership**

1. Membership. Membership is on an organizational basis and not on a individual basis.
2. Classes of Membership. There are four classes of membership: full, at-large, associate and Federal liaison.
  - a. Full Members. All parties with and interest in credentials are eligible for full membership in the Partnership. Each member shall be entitled to one vote as specified in Article IV and is entitled to participate in the resolution of any issue that is before a Committee or Work Group of the Partnership.
  - b. At-Large Members. Organizations representing communities of significant interest for authentication and credentialing (law enforcement, privacy, etc) are eligible to become at-large members. Each at-large member shall be entitled to one vote as specified in Article IV on any issue before the Partnership, or a Committee or Workgroup of the Partnership. The Representative Board may select two at-large members from among full members of any membership category. The Representative Board may select the third at-large member from among non-members of the Partnership.

- c. Associate Members. All parties with an interest in credentials are eligible for associate membership in the Partnership. Each member shall be entitled to participate in the resolution of any issue before a Committee or Work Group of the Partnership but shall not be entitled to vote.
  - d. Federal Liaison. Representatives from Federal agencies or departments may participate in all Partnership meetings, conference calls and other functions and have input into the development of operating rules without paying dues. These representatives will not be entitled to a vote on any rule or matter before the Partnership.
3. Categories of Membership. There shall be four categories of membership: Relying Party, Credential Issuer, Service and Product Provider and Other Key Stakeholders. Members may participate in more than one category of membership but will only be entitled to one vote per full membership. An association representing a class of membership may join as a member.
- a. Relying Party. A Relying Party is an organization that relies upon identity authentication assertions received from credential issuers and authentication service providers.
  - b. Credential Issuer. An organization that issues a credential after verifying to its satisfaction the credential holder's identity.
  - c. Service or Product Provider. An organization that performs a credential management related services (including identity management services and consulting services) or that provides hardware and software products used in electronic authentication.
  - d. Other Key Stakeholders. Other organizations that have a stake in electronic authentication.
4. Membership Application. Application for membership shall be in writing to the Chairperson of the Partnership. The application must include information that establishes the applicant's eligibility for a particular membership category in the Partnership.
5. Membership Determination. Determination of membership is based upon whether the applicant meets the criteria for a category of membership and pays the required dues.
6. Resignation. Any member may resign by filing a written resignation with the Chairperson of the Partnership; however, resignation does not relieve a member from liability for the required dues accrued and unpaid for a year of resignation, or any other obligation arising prior to the date of resignation.
7. Termination. Any member may be terminated for failure to maintain eligibility for membership.

### **Article III Dues**

1. Dues. Dues cover a one- or two-year term from the date of the application. Dues for a two-year period may be discounted, as compared to the rate for one year.
2. At-Large Members. Two of the at-large members may be selected from among full Partnership members and shall pay full membership dues. The third at-large member may be selected from among non-members and shall not be required to pay dues.
3. Delinquency. The Partnership may take whatever action it deems necessary with respect to any member that is delinquent in paying the required dues for a period of ninety days.
4. Refunds. No dues or initiation fees will be refunded.

#### **Article IV Membership Voting and Meetings**

1. Meetings. The Partnership shall hold at least three general meetings of its members per year and may meet more often as is necessary. The time and place of these meetings is determined by the Chairperson of the Partnership. Any member of the Partnership, or of any Committee or work group thereof, may participate in a meeting by means of conference telephone or similar communication equipment by means of which all persons participating in the meeting hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.
2. Allocation of Votes.
  - a. Full Members. Each full member shall have one vote.
  - b. At-Large Members. Each at-large member shall have one vote.
  - c. Associate Members. Associate members do not have voting rights.
  - d. Federal Liaison. A Federal liaison does not have voting rights.
3. Membership Voting Rights.
  - a. Full Members. Each full member shall be eligible to: (1) participate in the selection of one or more Representative Board members for its membership category; (2) vote on any issue before the Partnership, or a Committee or Work Group of the Partnership; (3) chair a Committee or Work Group; (4) approve amendments to the Partnership Charter; and (5) take other actions not reserved for the Representative Board under this Charter.
  - b. At-Large Members. At-large members shall have the same voting rights and privileges as full members.
  - c. Associate Members. An associate member shall not be entitled to any votes for the purposes of: (1) selecting a Representative Board member; (2) resolving any issue before the Partnership, or a Committee or Work Group of the Partnership; (3) approving

amendments to the Charter; or (4) taking actions reserved for a full member or the Representative Board under this Charter. Associate members may not chair committees or work groups.

4. Quorum of Members. The presence in person or by proxy of fifty percent of the Partnership membership shall constitute a quorum for the purpose of transacting Partnership business. A simple majority of votes cast by members present carries any action except where provided otherwise by law or by this Charter.
5. Voting Procedures. Voting may take place in person. Votes may also be cast orally via conference call, or via email either during or after a conference call.

#### **Article V Representative Board**

1. Representative Board. The Representative Board shall vote on the Operating Rules and any amendments thereto. The Representative Board shall approve an annual business plan for the Partnership.
2. Appointment of Initial Representative Board. Effective January 1, 2004, each membership category shall select full members from their membership category to serve on the Representative Board. Once selected, these members shall select three at-large members to serve on the Representative Board. Until December 31, 2004, each membership category shall have the same voting power regardless of the number of Representative Board members in a membership category (i.e., 20%). For each two full members of the Partnership, one member may serve on the Representative Board to a maximum of:
  - a. Relying Party – 6 members
  - b. Credential Issuer – 6 members
  - c. Service or Product Provider – 4 members
  - d. Other Key Stakeholder – 4 members
  - e. At-Large Members – 3 members
3. Election of Representative Board Members. By January 1, 2005, full members shall elect representatives from their category of membership to serve on the Representative Board. Once elected, the Representative Board members shall select three members to serve as at-large members of the Representative Board. For each membership category, one Representative Board member may be selected for every two full members subject to the limitation below. However, if only one organization represents a membership category that organization shall represent such category. For each two full members of the Partnership, one member may serve on the Representative Board to a maximum of:
  - a. Relying Party – 6 members
  - b. Credential Issuer – 6 members
  - c. Service or Product Provider – 4 members
  - d. Other Key Stakeholder – 4 members
  - e. At-Large Members – 3 members

For example, if there are twelve Relying Party Members, then that membership category may select six Representative Board members. When a Member is elected to the Representative Board, the seat is held by the organization, rather than by the individual.

4. Term of Office. For the first election of the Representative Board after the ratification of the charter, fifty percent of the members shall be elected to serve one term of one year and fifty percent of the members shall be elected to serve one term of two years. Each Representative Board member shall be selected for a term of two years. Representative Board members may succeed themselves, but may only serve a maximum of two successive terms on the Representative Board. All terms shall begin January 1.
5. Vacancies. If any vacancy occurs on the Representative Board before the expiration of a term, the affected membership category shall select a new representative.
6. Meetings. The Representative Board meets at least three times per year and may meet more often as is necessary. Meetings of the Representative Board shall be called by the Chairperson.
7. Quorum of Members. Sixty percent of the Representative Board must be represented at a meeting to constitute a quorum for the transacting of business. A two-thirds (2/3) majority of votes of the Representative Board members present or represented by Proxy carries any action on the operating rules and any amendments, except where provided otherwise by law or by this Charter. Voting in person, by conference call or by email is permitted.
8. Removal. Representative Board members may be removed for cause upon a two-thirds majority vote of the members in that membership category.
9. Compensation. Elected Representative Board members do not receive compensation.

## **Article VI Officers and Staff**

1. Election of Partnership Officers. The Partnership shall elect the Chairperson and Vice Chairperson from the Representative Board. The Chairperson and Vice Chairperson also shall be members of the Representative Board upon their election. These offices are held by the individuals rather than the organization they represent.
2. Appointment of Initial Chairperson and Vice Chairperson. The Work Group on Authentication of the Center for Strategic and International Studies (CSIS) will identify an Interim Chairperson and Interim Vice Chairperson, who shall serve until 2005 when Officers are elected in accordance with Article VI, paragraph 3.
3. Timing of Elections. Elections shall be in alternating years after the first Partnership meeting of the calendar year. Officers shall be selected for a term of two years. The Officer's commitment may extend a Representative Board member's term into a third year.

4. *Vacancies.* If any vacancy occurs in an office before expiration of a term, the Partnership shall hold an election to replace the position from the same membership category.
5. *Duties.* The Chairperson and Vice Chairperson shall perform those duties that are usual to their positions. In addition, the Chairperson is the chief elected officer of the Partnership and presides at meetings of the Representative Board and the membership. The Vice Chairperson is also an elected position and presides at meetings of the Representative Board and membership in the absence of the Chairperson.
6. *Executive Director.* The Executive Director is a salaried staff person who serves as the chief operating officer of the Partnership. The Representative Board shall appoint the initial Executive Director in consultation with the CSIS and NACHA. Subsequent Executive Directors shall be appointed in consultation with NACHA, or any other organization that is providing secretariat services. The Executive Director has responsibility for activities and programs of the Partnership as assigned by the Partnership Chairperson and the Representative Board, but does not have a vote.

#### **Article VII Operating Rules Committee**

1. *Purpose.* The Operating Rules Committee identifies opportunities and initiates and manages Work Groups that address the amendment of and exceptions to the rules.
2. *Operation.* The Operating Rules Committee defines issues of importance and assigns them to various Work Groups. It also outlines the necessary documentation and deliverables that will be required from the Work Groups.
3. *Composition.* The Operating Rules Committee consists of a Chairperson and Vice Chairperson appointed by the Partnership Chairperson, and any volunteer representatives of full and associate Members who wish to participate in the Committee's work.

#### **Article VIII Work Groups**

1. *Creation and Purpose.* Work Groups are ad hoc groups created by the Operating Rules Committee, Partnership, or Representative Board. The purpose of a Work Group is to address a particular issue that is of concern to the Committee, Partnership or Representative Board.
2. *Work Group Chairperson.* A Work Group shall have a chairperson, who shall be full member appointed by the chairperson of the body that created it.
3. *Composition.* Work Groups are composed of full and associate Partnership member representatives. The Work Group Chairperson may invite non-Partnership members to participate in a Work Group if their participation will contribute to resolution of the issue at hand.

#### **Article IX Amendments, Committees, Indemnification**

1. Amendments. Amendments to this Charter may be made at any meeting of the Partnership by a two-thirds (2/3) vote of the Representative Board. Notice of the proposed amendments shall be provided to all Representative Board members at least thirty days in advance of the vote.
2. Committees. Either the Partnership or the Representative Board may create additional Committees as it deems necessary.
3. Release. In consideration for the opportunity to join and participate in the Partnership, each member waives and discharges any and all rights that the member or any of its affiliates may now or in the future have to pursue any right, claim or cause of action, enforcement of any obligation or liability to it, recovery of any loss or other damage, or any other form of relief, by litigation, arbitration or any other means, resulting from any action or inaction of such person(s) in connection with activities of the Partnership. In the event a member resigns from or otherwise terminates its membership on the Partnership, this waiver shall continue indefinitely in full force and effect with respect to any such action or inaction occurring while such former member was a member of the Partnership.
4. Severability of Provisions. Each provision of this Charter shall be incorporated in such manner as to be effective and valid under applicable law. In the event that any one or more of the provisions of this Charter shall be held to be invalid, illegal or unenforceable, the remaining provisions of this Charter shall not be affected or impaired thereby.

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