

**GEORGIA TECH APPLIED RESEARCH CORPORATION  
NATIONAL IDENTITY EXCHANGE FEDERATION CENTER  
BYLAWS**

**ARTICLE I  
MISSION AND ORGANIZATION**

1.1 **Mission.** The National Identity Exchange Federation (NIEF) Center (hereinafter “NIEF Center”) has been established and is administered by Georgia Tech Applied Research Corporation (“GTARC”) to accomplish the following purposes:

- To advance and support programs that facilitate the sharing of justice and public safety information among Federal, state, local, and tribal justice and public safety agencies in a timely and cost efficient manner, and
- To enable, operate, maintain, enhance, and expand the secure, standards based, inter- and intra-state sharing of information through the Global Federated Identity and Privilege Management (GFIPM) concept, and
- To provide education concerning the associated standards and concepts of operation, and
- To establish, operate, govern, and maintain the National Identity Exchange Federation (NIEF) and perform the role and all of the associated duties and responsibilities of the Federation Manager on behalf of the members of the NIEF Center.

The NIEF Center plans to conduct focused activities in support of this Mission and invite interested organizations to become members (hereinafter “Member(s)”) and participate in the activities conducted therein.

1.2 **Organization.** The Director shall lead the NIEF Center with the assistance of the Members through an Advisory Board (“AB”) whose purpose it will be to advise the Director on the direction of activities and the operational policies of the Center and the Federation it supports, as further defined by Articles II and III. The AB, facilitated by the Director, shall work collaboratively to arrive at consensus recommendations for the benefit of the Federation. The Director of the NIEF Center shall make final decisions on behalf of the NIEF Center and be responsible for the general management of the day-to-day affairs of the NIEF Center.

## ARTICLE II MEMBERS

- 2.1 **Eligibility and Admission of Members.** The membership of the NIEF Center shall consist of federal, state, local and tribal justice and public safety agencies and other duly recognized non-profit organizations supporting justice and public safety in the United States that have signed agreements (from the alternatives provided in Attachment A) with GTARC acting on behalf of the NIEF Center at GIT. Members must successfully complete the on-boarding process as Identity Provider Organizations (IDPOs), Service Provider Organizations (SPOs), Attribute Provider Organizations (APOs), Service Consumer Organizations (SCOs), Trusted Identity Broker Organizations (TIBOs), or other stakeholder members as may be determined by the Director, in accordance with federation governance policy and procedures and with the advice of the Executive Committee as defined below. Organizations which on-board in more than one role (IDPO, SPO, APO, SCO, or TIBO) would be considered a single Member of the NIEF Center and provide a single representative with a single vote on the AB.
- 2.2 **Membership Privileges.** All Members shall receive the following privileges.
- 2.2.1 One representative to the AB with one vote on each matter before the Board.
  - 2.2.2 At least one annual meeting per calendar year held in conjunction with AB meeting(s).
  - 2.2.3 Exclusive access to and participation in the National Identity Exchange Federation (NIEF).
  - 2.2.4 Access to NIEF Center resources, faculty, researchers, students, and activities specified by the NIEF Center from time to time.
  - 2.2.5 Access to the applicable areas of a private, password-protected NIEF Center Member's website.
- 2.3 **Fulfillment of Membership Commitment.** Membership shall be effective upon execution of the NIEF Center Membership Agreement, execution of the applicable Stakeholder Participation Agreement(s), and completion of all applicable steps to enter into participation in the NIEF (i.e. onboarding).
- 2.4 **Withdrawal from Membership.** Any member may withdraw from membership in the NIEF Center at any time by providing written notice to the Director. Additionally, the Director may, at his or her discretion, temporarily remove the member from the Federation trust fabric if it is determined that a potential compromise in the trust relationship between the Member and other Federation Members exists.

ARTICLE III  
ADVISORY BOARD (AB)

- 3.1 **Composition of AB.** The NIEF Center shall establish an AB consisting of one representative from each Member.
- 3.2 **Leadership of the AB.** A majority vote of the Member representatives to the AB shall elect an Executive Committee (EC) of no more than seven members who provide representation of IDPOs, SPOs, APOs, SCOs, TIBOs, and Stakeholder agencies. The EC will elect from among its members a Chair to lead the AB and the EC, and a Vice-Chair to act in his/her stead in the event that the Chair is not available.
- 3.3 **Purpose of the AB.** The AB shall advise the NIEF Center on the direction of NIEF Center activities and elect the Executive Committee. The AB may create committees as it deems necessary.
- 3.4 **Purpose of the EC.** The EC will a) advise the NIEF Center Director on any modification necessary to standard Participation Agreements (Attachment A), b) advise the NIEF Center Director of any needed changes in other Federation governance documents or the structure of governance, and c) act on behalf of the AB between meetings of the AB.
- 3.5 **Meetings of the AB and EC.** The AB shall meet at least once in each calendar year, and the EC at least biannually. Special meetings may be called at any time for any purpose or purposes by the Chair of the AB, the NIEF Center Director, or a majority of the membership. The request shall state the purpose or purposes of the meeting. Business transacted at all special meetings shall be confined to the purpose or purposes stated in the notice of the meeting. The NIEF Center shall communicate the time, date, and place of meetings to each applicable Member at least ten (10) business days before each meeting.
- 3.6 **Quorum and Voting Rights.** At all meetings of the AB and the EC, a majority of the then current number of voting Members shall be necessary to constitute a quorum for the transaction of business. Attendance by teleconference shall qualify as well as attendance in person. If less than a quorum shall be in attendance at the time for which the meeting shall have been called, the meeting will be adjourned by a majority vote of the members present or represented, until a quorum is available to attend. When a quorum is in attendance, any business may be transacted which might have been transacted if the meeting had been held as originally called.
- 3.7 **Conduct of Meetings -** Meetings of the AB and the EC shall be presided over by the Chair, Vice-Chair, or Director of the NIEF Center in that order of precedence. The presiding officer may appoint a person to act as Secretary of the meeting. Roberts Rules of Order will be followed. The Director will be responsible for

developing/approving meeting agendas and maintaining records of decisions and actions on the part of the EC, AB, or NIEF Center.

- 3.8 **Expense of Meetings.** Members are individually responsible for their own expenses to attend and participate in meetings.

#### ARTICLE IV INTELLECTUAL PROPERTY TERMS AND CONDITIONS

- 4.1 **Intellectual Property.** Members acknowledge that their participation in the NIEF Center under the Membership Agreement does not provide support for the creation of new Intellectual Property (hereinafter "IP"). IP includes, without limitation, any inventions, improvements, and discoveries, including all computer software, works, material, and data, conceived in the course of activities in connection with the NIEF Center, whether or not protectable by a patent. Any IP that happens to be created in connection with activities within the NIEF Center will be the property of the creators of that IP.
- 4.2 **Compliance with the Bayh-Dole Act.** Member acknowledges and agrees that GTARC shall grant the U.S. Government a non-exclusive, nontransferable, paid-up, worldwide license to practice or to have practiced any GTARC-owned IP developed or resulting from the federally funded research activities of the NIEF Center.
- 4.3 **Specific Directed Research Projects.** Member(s), at their option, may enter into a separate agreement with GTARC for specific research projects. The IP first conceived in the performance of any separate agreements with GTARC shall be governed by the terms as set forth in the separate research project agreement.
- 4.4 **Publication Rights.** GTARC reserves the right to publish the results of NIEF Center research in scientific journals, conferences and proceedings, and in the GIT Library, subject to terms of specific research funding agreements.

#### ARTICLE V GENERAL

- 5.1 **Notices.** Under the provisions of these Bylaws whenever GTARC is required to give notice, such notice may be given in person, by telephone, e-mail, telecopy, or by mail or private courier, to Members at such address as appears on the records of the NIEF Center and GTARC. Written notice shall be deemed given at the time when the same shall be delivered, received, or properly mailed. Notice by Members to the NIEF Center and GTARC may be delivered to 505 Tenth Street, Atlanta, Georgia 30332-0415, Attn: NIEF Center Director.
- 5.2 **No Effect on Non-Profit Status.** GTARC intends that these Bylaws comply with the requirements of Section 5.03 of IRS Revenue Procedure 97-14 (and

interpretations thereof) dealing with cooperative research agreements and shall be interpreted in a manner consistent with such requirements. GTARC reserves the right to amend these Bylaws to the extent necessary to ensure GTARC's continued tax-exempt status or continued compliance with tax covenants made by GTARC in connection with the issuance of tax-exempt bonds, or to comply with other laws or regulations.

- 5.3 **Amendments.** The NIEF Center, alone or upon the recommendation of its Membership, may propose amendments to these Bylaws and/or such additional bylaws as it may deem necessary, which, upon written approval of GTARC, shall govern the operation of the NIEF Center.
- 5.4 **Termination of NIEF Center.** GTARC may terminate this NIEF Center upon 90 days written notice to the Members.
- 5.5 **Confidentiality.** The Center shall distribute reports and papers in confidence to Members. Members are encouraged to use for their own internal purposes information provided in those reports and papers. As technical information and know how are valuable assets, Members, the NIEF Center, and GTARC agree to maintain in confidence, any reports and papers for a maximum of two years from initial disclosure or until such information is submitted for publication in a scientific journal, conference presentation or proceeding, or until a patent application is filed, whichever comes earlier (Confidentiality Period). By mutual agreement, the NIEF Center and Members may reduce the Confidentiality Period from the maximum of two years. In order to be considered in confidence, written notice must be given at the time such reports or papers are distributed and each report must be marked "In Confidence". Members are encouraged to communicate with NIEF Center researchers regarding technical know-how associated with such documents. A Member is not required to keep such documents confidential if the information contained therein: 1) is presently in the Member's possession, provided that such information has not been obtained from the NIEF Center or GTARC, and that such possession can be demonstrated by the Member's written records; 2) is, or becomes, generally available to the public through, for example, such sources as patents or other generally circulated publications, and such availability to the public does not result from any fault of the Member; 3) is received by the Member in written form from a third party having no obligation to the NIEF Center or GTARC to keep it confidential; or 4) is disclosed, with the approval of GTARC, through publication.
- 5.6 **Indemnification.** Member agrees to and does hereby indemnify, hold harmless, and save from liability GTARC, Staff Members, the NIEF Center, the Georgia Institute of Technology, and the Board of Regents of the University System of Georgia, including their officers and employees, from and against any and all claims, demands, and actions arising out of or relating to Member's use of reports, information, or technology licensed to Member under the Bylaws.

5.7 **WARRANTY DISCLAIMER.** GTARC, THE NIEF CENTER, AND THE GEORGIA INSTITUTE OF TECHNOLOGY DISCLAIM ANY AND ALL WARRANTIES BOTH EXPRESS AND IMPLIED WITH RESPECT TO THE SERVICES TO BE PERFORMED HEREUNDER AND ANY DELIVERABLES RESULTING THEREFROM, INCLUDING THEIR CONDITION, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS THEREIN, AND THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, THE USE OF ANY OF THE INVENTIONS OR IP WILL NOT INFRINGE ANY RIGHTS OF THIRD PARTIES.