

The Global Trust Foundation

Semantic Interoperability

TERMS OF REFERENCE

Terms of Reference for a cross-industry Working Group
established by The Global Trust Foundation to facilitate and
communicate industry community interests and feedback on
legislation and operations

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1. BACKGROUND

The Global Trust Foundation aim is to act as a matchmaker and facilitator between companies and technologies, achieving lasting impact through cooperation and tightly business focused dialogue by setting up industry Collaboration Bubbles, where there is a 'Safe Space' for discussion, collaboration and relationship building.

As a non-profit organisation, The Global Trust Foundation has the unrivaled ability to bring together technology experts, policymakers, and senior leaders from private, public, and academic sector institutions from across Europe and beyond. This means the Collaboration Bubble is an essential space for collaboration and innovation, facilitating meaningful change, as we look at opportunities for empowering everyone through digital transformation.

The establishment of the Semantic Interoperability Collaboration Bubble was unanimously decided upon at the Global Trust Foundation's inaugural meeting on Thursday, January 2nd, 2023.

The Global Trust Foundation Semantic Interoperability Collaboration Bubble is covered by this Terms of Reference. In working within a Collaboration Bubble, the members of a Bubble ("Members") agree the work carried out will be on the basis of these Terms of Reference.

2. PURPOSE AND OBJECTIVES

The purpose of the Collaboration Bubble is to develop ongoing collaboration in Semantic Interoperability issues between private organisations (and also including public sector where appropriate and agreed). The Collaboration Bubble will submit recommendations to regulatory bodies concerning good practice for interoperability associated processes and operations. The Global Trust Foundation's proffered submissions and positions will be in the best interests of the industry as per our vision and mission and will be informed by qualitative member input.

The Collaborative Bubble has been formulated specifically to address the following **Key Issues** reflecting the position of the majority and where it makes sense to do so, note contrary positions

- review, comment and reach consensus on submissions to regulatory bodies
- develop commentary on the Semantic Interoperability initiative and their subsequent operation.
- effectively communicate industry/market concerns and their distinct ideas;
- support inclusion, diversity and equity in creation, adoption and implementation of Semantic Interoperability.

3. SCOPE

The specific **scope** of this work is:

- to conduct a robust engagement process with Self-Sovereign Identity & eWallet community
- curating submissions and subsequent elucidation and clarification to regulatory bodies and other organisations on aspects of Semantic Interoperability curating commentary and feedback on development and subsequent operation, and considering conformity assessment and accreditation/certification processes, models, and costs where considered appropriate

The following is considered **out of scope**:

- development of professional qualification or certification of individuals operating in the field of digital identity services
- commentary and feedback relating to the nature and quality any particular digital identity service
- specific positions or interests of individual members or groups of members

With the exception of those issues listed as outside the scope of this Collaboration Bubble, the group may consider all other relevant factors that arise that are within the scope identified above, however should focus primarily on the Key Issues identified in Section 2 above.

4. DELIVERABLES

The group will report back to parties in the Semantic Interoperability ecosystem regularly as required on the Working group's progress and involvement in the legislative and operations processes as deemed appropriate and not conflicting with the Collaboration Bubble's confidentiality.

The Co-Chair/s of the Collaboration Bubble (the "**Collaboration Bubble Co-Chair/s**") are responsible for these reports and all deliverables outlined below. The Collaboration Bubble Chair/s will attempt to reflect summary views expressed by the Collaboration Bubble Members and report a majority resolution with objections (with rationale) upon request.

In addition, the Collaboration Bubble agrees to provide the following deliverables as indicated:

Annual Self-Sovereign Identity & eWallet Collaboration Bubble Activities

- 6 Virtual meetings for Collaboration Bubble Members (Closed meeting)
- 2 Collaboration Bubble Discussion Forums (Public Meeting)
- 2 Collaboration Bubble positioning papers (Internal Document)
- 2 Collaboration Bubble positioning papers (External Document)

The Positioning papers will be collaboratively produced by the Bubble Members, under the guidance of the Collaboration Bubble Co-Chairs.

(together, the “**Deliverables**”).

As the work progresses it may not be possible to deliver to this schedule. In this case the Collaboration Bubble Chair should report progress and seek advice from the overall Global Trust Foundation. The Global Trust Foundation may choose to extend the schedule or limit the scope further to enable the schedule to be met.

5. ONGOING DOCUMENTATION

Meetings of the Collaboration Bubble should record attendance, notes summarising discussion and agreed actions. This documentation should be retained by the Collaboration Bubble’s Co-Chairs or a delegated Member and provided to The Global Trust Foundation upon termination of the Collaboration Bubble activities.

6. COMPOSITION OF THE COLLABORATION BUBBLE

The Collaboration Bubble's composition may change over time depending on the agreed tenure of the members.

The Collaboration Bubble will be Co-Chaired by one representative of The Global Trust Foundation

Participation in the Collaboration Bubble is dependent on each member contributing the sum of €10,000 per annum to the general operating costs of the Collaboration Bubble, (not including the sponsorship of events) prior to that participation. This amount may increase annually and is set by the Global Trust Foundation in consultation with the Collaboration Bubble Co-Chairs.

There is no refund of this contribution if the member decides to resign, although any member may resign from the Collaboration Bubble at any time.

Additional contributions to support physical conferences or forums, by way of sponsorship, may be requested to cover those particular specific costs.

The Collaboration Bubble may co-opt additional Members to the Collaboration Bubble at any time to complete the objectives allocated above, however should be mindful of ensuring the group’s size does not become unwieldy and contributions to the operating costs are made.

The Secretariat shall keep a register of Collaboration Bubble members up to date to reflect movements into and out of the Collaboration Bubble.

7. DELEGATIONS

The Collaboration Bubble Chair has delegated responsibility for all actions outlined in this document, on behalf of The Global Trust Foundation.

This document replaces any implied or explicit delegation made to the Collaboration Bubble prior to this document. Any future delegation from The Global Trust Foundation shall be made in writing as an addendum to this document.

8. RESOURCES

The Collaboration Bubble Chair can liaise with the Secretariat of the Global Trust Foundation to help access resources from Global Trust Foundation members in order to enable the efficient functioning of the Collaboration Bubble, such as:

- teleconference Facilities (although the Working Group should consider utilising Zoom or other available free services where possible);
- secretariat Services, such as meeting organisation, minute taking and general administration;
- meeting rooms or other resources such as conference facilities as may be required from time to time.

9. COMPETITION

Members acknowledge that the business and affairs of a Collaboration Bubble are not intended to interfere (and should not give the impression of interfering) with competition in the market.

Members agree that they will not discuss as part of their role as a Member:

- current or proposed pricing of goods or services offered in the market by the Members of the Collaboration Bubble (or their respective employers);
- matters that relate to any Member's, or its employer's, competitive strategy in the market; and
- commercial tendering opportunities for which Members, or their employers, are likely to compete.

Members should not as part of their role as a Member reach a formal or informal agreement, arrangement or understanding about;

- prices, discounts, surcharges, benefits or concessions;
- profits or profit margins;
- allocation or termination of customers;
- distribution practices or outputs (including production volumes);
- market allocation or sales territories;
- marketing channels; and
- upcoming tenders, bids or intentions to bid for contracts.

Members should not exchange or disclose competitively or commercially significant information as part of their role as a Member. To this end Members should:

- disclose only the minimum information necessary to contribute effectively to the objectives of the Collaboration Bubble and The Global Trust Foundation;
- not disclose sensitive information of a strategic nature relating to customers, prices, costs, products, market trends or roll-outs;
- not discuss competitors or customers of the Members or the effect, if any, a particular initiative might have on those competitors' or customers' business in the future.

10. INTELLECTUAL PROPERTY

By joining a Collaboration Bubble, it is understood that the product of any work by a Member

as part of their efforts on or for a Collaboration Bubble will be the property of The Global Trust Federation. This includes any registered or unregistered intellectual property (whether a patent, copyright work, design right, trade secret or otherwise, wherever in the world) and any analogous rights worldwide (“Intellectual Property”).

All Members agree to the irrevocable and unconditional waiver of all rights in any work, including any Intellectual Property, deriving from their effort on or for a Collaboration Bubble. This includes any moral rights in relation to the work.

11. CONFIDENTIALITY

All Members agree not to use or disclose to anyone information that is marked or it is reasonable to expect is confidential which is received as part of their role as a Member, except to the extent necessary to carry out their role or where:

- disclosure is required by law or by the listing requirements of any relevant stock exchange;
- disclosure is necessary to obtain the benefit of, or to carry out an obligation required by, membership of a Collaboration Bubble but for no other purpose whatsoever;
- that information is or becomes available in the public domain without breach of the confidentiality obligations under this clause 11 or at law; or
- The Global Trust Foundation otherwise agrees in writing to such disclosure.

This duty of confidence will continue to apply after the Member ceases in their role as a Member.

12. MEDIA COMMENT

Media comments *on behalf of* The Global Trust Foundation or its Collaboration Bubble should be made by the current Collaboration Bubble Co-Chairs or Executive Director of The Global Trust Foundation, unless another arrangement is entered into in writing.

When Members are commenting on matters in relation to the Collaboration Bubble Co-Chairs or The Global Trust Foundation, they should be clear that they are not speaking on behalf of the Collaboration Bubble Co-Chairs of The Global Trust Foundation.

This section in no way limits any Member or The Global Trust Foundation making public comment in their individual or organisational role, only as a representative of the Collaboration Bubble.

13. REPRESENTATION

Nothing within this document shall imply that any Member may present themselves as a representative of The Global Trust Foundation in any way other than as a Member of this Collaboration Bubble, or as explicitly provided in this document.

14. CONDUCT

All Members will operate in the best interests of the Global Trust Foundation at all times.

15. CONFLICT OF INTEREST

All Members agree to abide by the following:

A register of any potential conflict of interest should be maintained by the Collaboration Bubble Co-Chairs to ensure transparency by identifying Members' other roles and responsibilities within organisations that have a mandate that could (or maybe perceived to) align, overlap or conflict with the function of the Collaboration Bubble.

When Members believe they have a conflict of interest on a subject that will prevent them from reaching an impartial decision or undertaking an activity consistent with the function of the Collaboration Bubble, the Member must declare a conflict of interest and withdraw themselves from the discussion and/or activity. The Collaboration Bubble will then decide what part the Member may take in any relevant discussion.

Members accept that failure to declare a conflict of interest will result in their immediate removal from the Collaboration Bubble.

16. SAFETY OF MEMBERS

All Members will receive equal treatment regardless of their age, gender, race, sexual orientation or identity, or any other factor and will always be afforded the opportunity to speak without fear of ridicule or retribution.

Any Member who feels bullied or intimidated whilst carrying out their tasks may speak with either the Collaboration Bubble Co-Chairs or the Chair of The |Global Trust Foundation. If, in the view of the Collaboration Bubble Co-Chairs or the Executive Director of the Global Trust Foundation, a Member has acted inappropriately, that Member may be suspended from the Collaboration Bubble.

17. DISESTABLISHMENT OF THE COLLABORATION BUBBLE

The Collaboration Bubble will be disestablished once the Deliverables have been completed, or at any other time determined by the Executive Director of the Global Trust Foundation.

18. AGREEMENT

These Terms of Reference will be made available to all Members.

By participating in this group all Members agree to these provisions. If a Member does not agree with any provision in these Terms of Reference they should raise it with the Collaboration Bubble Co-Chairs, who may then raise it with the Executive Director of the Global Trust Foundation.

A Member will ensure that their employer understands that it is a condition of a Member's engagement in a Collaboration Bubble that the Member is bound by these terms. The Member will ensure that their employer agrees to these terms.