

# Decentralized Social Networking Protocol (DSNP) Governance Framework

## Introduction

The Decentralized Social Networking Protocol (DSNP) allows users to have agency over their personal data, creating an open ecosystem of network participants and unlocking vibrant innovation.

To learn more about DSNP, please click [\[here\]](#). The mission and principles of the Decentralized Social Networking Protocol can be found [\[here\]](#).

This governance framework comprises key documents such as the membership agreement, project charter, and working group charters.<sup>1</sup> It includes references to the Mission & Principles and Code of Conduct.

## Explainer

As DSNP grows beyond its founding team, we want to open its process and codify principles. Good governance helps us invite new participants to a fair, open, and balanced process with protections against domination by a powerful few. We've drafted the governing framework to express a constitutional commitment to founding [principles](#) of ethics, independence, diversity, timeliness and technical relevance, interoperability, openness, and open source.

- [How does DSNP project governance differ from and relate to Project Liberty, Amplica Labs?](#)

Amplica Labs developed the initial DSNP protocol, and Project Liberty Institute has stewarded it, but both of these organizations are committed to making the specification independent. Once the DSNP governance framework is in place, its multistakeholder Steering Committee will have final say on protocol choices.

- [Why the multistakeholder structure?](#)

The DSNP protocol is designed to provide a neutral social layer for Internet communications – that depends on cooperation from people and organizations with many different roles. Multistakeholder governance recognizes this by requiring consensus from those affected by decisions. Since stakeholders vary, stakeholder groups can self-organize for effective contribution. Individuals and organizations who want to participate can pick the stakeholder group that fits their needs and interests.

- [What's next?](#)

These documents are still drafts, based on the work and experience of other groups including Linux Foundation, ICANN, and Polkadot/Frequency. We invite your help reviewing and debugging the framework before its launch.

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<sup>1</sup> These documents are adapted, with appreciation, from the template provided by the Linux Foundation Joint Development Foundation, <https://jointdevelopment.org/wp-content/uploads/sites/94/2023/07/JDF-v5.0.1-repaired.pdf>

## Membership Agreement

This “Membership Agreement” establishes your membership with DSNP and participation in its multistakeholder governance.

1. **Project Name. Decentralized Social Networking Protocol**
2. **Project Description.** Decentralized Social Networking Protocol (DSNP) is an open-source protocol that specifies a set of social primitives (e.g. identity, social graph, and messaging elements) along with requirements for interoperability to create a decentralized ecosystem of online services.
3. **Steering Committee Composition.**
  - The Steering Committee consists of
    - [one/two] member(s) designated by each Stakeholder Group
    - additional members designated by the Steering Committee to assure that it is geographically global, diverse, and meets the expertise needs of the organization.
  - In no event shall Steering Committee membership be connected with sponsorship or payment.
4. **Initial Project Leadership.**
  - \* Initial Chair. **[Insert Name]**.
  - \* Initial Steering Committee members. **[Insert Names]**
5. **Project Mission & Principles.** You acknowledge the Project is governed by the DSNP [Mission & Principles](#), and agree to abide by them.
6. **Stakeholder Group.** Membership permits you to participate in a stakeholder group reflecting your interests in DSNP, subject to the reasonable terms defined by the Stakeholder Group. Each Stakeholder Group defines its internal procedures, including its method of selecting participants to the Steering Committee and Working Groups, and other decision-making.

You agree to maintain a statement of interest describing relevant relationships and affiliations that might affect your participation.

The initial stakeholder groups are the following:

1. Non-profit/Civil Society
2. Commercial (providers, apps, business users)
3. Academic and Scientific
4. Individual Users
5. Technical Experts ([independent] developers of the protocol)
6. Governmental representatives (in an advisory capacity)

### 7. **Project Sponsorship.**

\* **No Sponsorship Fees.** DSNP does not seek or accept sponsorship in relation to membership or governance participation.

By executing this Membership Agreement, the undersigned parties agree to be bound by this Membership Agreement, the DSNP Charter and the terms of the Working Group Charter(s) it has joined.

**By DSNP**

**By the Member**

# DSNP Charter

This Charter establishes the terms under which DSNP will operate.

1. DSNP Initiation. This framework will become effective upon @@TK. New parties may join DSNP by agreement to the membership agreement.
2. Membership
  - 2.1. To join DSNP, a person or organization joins a Stakeholder Group per the terms of that SG.
    - A person or organization denied participation in a SG may appeal to the Steering Committee.
  - 2.2. Each SG may nominate (1/@@) people to the Steering Committee.
  - 2.3. There are no tiers of membership. All members may participate in Working Groups and Stakeholder Groups whose terms of participation they agree to.
3. Organization.
  - 3.1. Steering Committee. The Steering Committee is the body that is responsible for governing DSNP, coordinating Working Groups, and managing assets.
  - 3.2. Chairperson. DSNP will have a Chairperson whose responsibilities include leading the Steering Committee, organizing meetings, organizing voting, identifying new Working Groups, managing finance, tracking Working Group progress, ensuring Working Group meet their goals, and any other activities Approved by the Steering Committee. The Chairperson may delegate responsibilities to another party. The Steering Committee may Approve a new Chairperson.
4. Decision Making.
  - 4.1. Consensus/Voting/Approval. The Steering Committee will endeavor to make all decisions by consensus. Where the Steering Committee cannot reach consensus with respect to a particular decision, the Steering Committee will make that decision by a Supermajority Vote.
  - 4.2. Appeals. Steering Committee decisions may be appealed by issuing a written appeal to the Chairperson, and that appeal will be considered by the Chairperson and the Steering Committee in good faith. The Chairperson will respond in writing within a reasonable time.
  - 4.3. Notifications and Electronic Voting. The Chairperson is responsible for issuing all notifications of meetings and votes of the Steering Committee subject to the following minimum criteria: (i) in-person meetings require at least 30 days prior written notice, (ii) teleconference meetings require at least 7 days prior written notice (this requirement only applies to the notification of the first meeting of automatically recurring teleconference meetings), (iii) electronic votes require no advance notice but must be made pursuant to a clear and unambiguous ballot with only “yes” and “no” options, and the voting must remain open for no less than 7 days. These notification requirements with respect to the Steering Committee may be overridden upon unanimous consent of the Steering Committee members that have attended and participated in at least 50% of the last 4 meetings of the Steering Committee.
5. Due Process. DSNP adheres to consensus-based due process, including openness, balance, adequate notice and review periods, and fair and impartial consideration of views and objections.
6. Working Groups. DSNP may have multiple Working Groups, and each Working Group will operate as set forth in its Working Group Charter.
7. Conditions for Contributions. Member, or Contributor may not make any Contribution unless that Member or Contributor is the exclusive copyright owner of the Contribution or has sufficient

copyright rights from the copyright owners to make the Contribution under the terms of this DSNP Charter and applicable Working Group Charter. The Steering Member, General Member, or Contributor must disclose the identities of all known copyright owners in the Contribution.

8. Withdrawal and Termination.

8.1. Withdrawal or Termination. A Member, or Contributor may withdraw from a Working Group or the DSNP at any time by notifying the Chairperson in writing, and that withdrawal is effective upon receipt of the notice. Upon a Supermajority Vote of the Steering Committee (calculated without the vote of the party in question), a Member or Contributor may be terminated from the DSNP or withdrawn from a Working Group.

8.2. DSNP Termination. Upon a Supermajority Vote of the Steering Committee, DSNP will cease and terminate as of the effective date designated in that vote.

8.3. Effect of Withdrawal or Termination. Upon a Member's or Contributor's written withdrawal from a Working Group or upon the termination of its DSNP membership, all existing commitments and obligations with respect to the DSNP or Working Group, as the case may be, up to the effective date of withdrawal or termination will remain in effect, but no new obligations will be incurred. Notwithstanding the foregoing, the patent licensing commitments shall continue to apply to any patent claims that would be subject to a patent licensing commitment for a Final Specification that are included in a Draft Deliverable 45 days prior to the effective date of withdrawal or termination, unless otherwise excluded in accordance with the Working Group intellectual property licensing mode.

9. Representations, Warranties and Disclaimers. Members and Contributors represent and warrant that they are legally entitled to grant the rights and promises set forth in this agreement. IN ALL OTHER RESPECTS THE CONTRIBUTIONS ARE PROVIDED "AS IS." The entire risk as to implementing or otherwise using a Draft Deliverable or Approved Deliverable is assumed by the implementer and user. Except as stated herein, Members and Contributors expressly disclaims any warranties (express, implied, or otherwise), including implied warranties of merchantability, non-infringement, fitness for a particular purpose, or title, related to the material. IN NO EVENT WILL ANY STEERING MEMBER, GENERAL MEMBER, OR CONTRIBUTOR BE LIABLE TO ANY OTHER PARTY FOR LOST PROFITS OR ANY FORM OF INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER FROM ANY CAUSES OF ACTION OF ANY KIND WITH RESPECT TO THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THE OTHER MEMBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

10. Use of Name or Marks.

10.1. Participant Name or Marks. The DSNP may use any Member's and Contributor's logo, trademark or service mark to identify the party as a DSNP member. All other uses are subject to that party's express prior written authorization.

10.2. DSNP Identification. The Decentralized Social Networking Protocol may identify itself as DSNP. DSNP must use the formal Decentralized Social Networking Protocol in all legal transactions.

10.3. Approved Deliverable Identification. Any Working Group use of a DSNP trademark, including for Approved Deliverables, must be Approved by the Steering Committee.

11. Non-Confidential, Restricted Disclosure. Information disclosed in connection with the DSNP and any Working Group activity, including but not limited to meetings, Contributions, and submissions, is not confidential, regardless of any markings or statements to the contrary. Notwithstanding the foregoing, Members, and Contributors may not make any public disclosures of that information without the Approval of the Steering Committee or Working Group, as applicable, authorizing that disclosure.
12. Disclaimers for Distributions. Any distributions of technical information to third parties must include a notice materially similar to the following: "THESE MATERIALS ARE PROVIDED "AS IS." The parties expressly disclaim any warranties (express, implied, or otherwise), including implied warranties of merchantability, non-infringement, fitness for a particular purpose, or title, related to the materials. The entire risk as to implementing or otherwise using the materials is assumed by the implementer and user. IN NO EVENT WILL THE PARTIES BE LIABLE TO ANY OTHER PARTY FOR LOST PROFITS OR ANY FORM OF INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER FROM ANY CAUSES OF ACTION OF ANY KIND WITH RESPECT TO THIS DELIVERABLE OR ITS GOVERNING AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THE OTHER MEMBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE."
13. Antitrust. The Members and Contributors acknowledge that they may compete with one another in various lines of business and that it is therefore imperative that they and their respective representatives act in a manner that does not violate any applicable antitrust laws and regulations. Each Member and Contributor may have similar agreements with others. Each Member and Contributor may design, develop, manufacture, acquire or market competitive deliverables, products and services, and conduct its business, in whatever way it chooses. No Member or Contributor is obligated to announce or market any products or services associated with or based on the DSNP. Without limiting the generality of the foregoing, the Members, and Contributors agree not to have any discussion relating to any product pricing, methods or channels of product distribution, division of markets, allocation of customers or any other topic that should not be discussed among competitors.
14. Export Regulations. The Members and Contributors acknowledge that export and/or re-export of technical data, computer software, prototypes, technology, software and other materials may be subject to export control laws and regulation. No party will directly or indirectly export across any national boundary, or communicate or transfer to any third party, any such items without first obtaining any and all licenses that may be required from the relevant government agency.
15. Code of Conduct. The DSNP has adopted a Code of Conduct derived from the Community Covenant 1.0, available at [https://github.com/LibertyDSNP/meta/blob/main/CODE\\_OF\\_CONDUCT.md](https://github.com/LibertyDSNP/meta/blob/main/CODE_OF_CONDUCT.md). To report an issue or concern under this Code of Conduct, contact the DSNP Chairperson.
16. New Versions of Agreement. The DSNP may develop new versions of the DSNP Charter and Working Group Charter, which the Steering Committee may adopt to supersede the current DSNP Charter and Working Group Charter. The new documents will become effective 30 days from the date of Steering Committee Approval.
17. Choice of Law/Venue. This agreement, and the rights of the parties hereunder, shall be construed pursuant to the laws of the State of Delaware (without regard to conflict of laws principles). The state and federal courts of Delaware, U.S.A. shall have jurisdiction and the parties waive any other jurisdiction.
18. Definitions. Definitions are set forth below. Terms not defined in the DSNP Charter will have the definitions set forth in the applicable Working Group Charter.
  - 18.1. "Affiliate" means an entity that directly or indirectly Controls, is Controlled by, or is under common Control of that Member or Contributor.
  - 18.2. "Approval," "Approve," or "Approved" means a decision made pursuant to Section 4.1.
  - 18.3. "Contributor" means a party, and that party's Affiliates that has executed this DSNP Charter at the Contributor level, unless that Contributor has withdrawn or been terminated from the DSNP, or has changed membership level.
  - 18.4. "Control" means direct or indirect control of more than 50% of the voting stock or decision-making authority.
  - 18.5. "Member" means a party, and that party's Affiliates, that has executed this DSNP Charter.

- 18.6. "Join or Joined" means that a party has entered into a Membership Agreement for this DSNP and that has agreed to be bound by the terms of a Working Group Charter by making a Contribution to the Working Group or adding its name to the Working Group's member list.
- 18.7. "DSNP" means the name of DSNP set forth in Section 1 that is established under this DSNP Charter.
- 18.8. "Supermajority Vote" means an affirmative vote of no less than 3/4 of Members or Working Group Participants, as applicable, that have attended/participated in at least 50% of the last 4 meetings of the group conducting the vote, where each Steering Member or Working Group Participant will receive only 1 vote regardless of how many individuals from that party participate. To ensure the group is capable of making decisions, the voting requirement for attendance/participation of at least 50% of the last 4 meetings shall be waived if there have not yet been 4 meetings.
- 18.9. "Working Group" means a working group established under this DSNP governance framework via a Working Group Charter to develop materials within the Scope. Each Working Group must have a Scope.
- 18.10. "Working Group Participant" means a Member or Contributor who has Joined a Working Group.

# Working Group Charter

This Working Group Charter establishes the Scope and intellectual property terms used to develop the materials identified in this Working Group Charter for the DSNP. Only DSNP Members and Contributors, as applicable, that Joined the Working Group Charter will be bound by its terms and be permitted to participate in this Working Group.

1. Working Group Name. **DSNP Specification**
2. Working Group Deliverables. This Working Group will create Specifications.
  - Scope:
  - Governance: [spec development](#)
  - Copyright: CC-BY-SA 4.0 [currently](#), but that sometimes causes concerns for developers of code, wanting to use spec text in comments. Should we relicense to MIT?
  - Patent Licensing: [W3C Patent Policy?](#)
3. Non-Working Group Participant Feedback and Participation. Upon the Approval of the Working Group Participants, the Working Group can request feedback from and/or allow Non-Working Group Participant participation in a Working Group, subject to each Non-Working Group Participant executing the Non-Member Agreement set forth in [Appendix C](#).

By making a Contribution to this Working Group or adding its name to this Working Group's member list, the member agrees to the terms of this Working Group Charter.

# Appendix

## Non-Member Contributor Agreement

The **Decentralized Social Networking Protocol** (“DSNP”) would like to receive input, contributions, suggestions and other feedback (“Contributions”) on the specifications, documents, source code, data, and other artifacts being developed within its working groups (the “Materials”). By signing below, you (on behalf of yourself if you are an individual and your company if you are providing Contributions on behalf of the company) grant the DSNP under all applicable intellectual property rights owned or Controlled by you or your company a non-exclusive, non-transferable, worldwide, perpetual, irrevocable, royalty-free license to use, disclose, copy, publish, license, modify, sublicense or otherwise distribute and exploit Contributions you provide for the purpose of developing and promoting the Materials and in connection with any product that implements and complies with the Materials. You warrant to the best of your knowledge that you have rights to provide these Contributions, and if you are providing Contributions on behalf of a company, you warrant that you have the rights to provide Contributions on behalf of your company. You also acknowledge that DSNP is not required to incorporate your Contributions into any version of the Materials. You further agree that you and your company will not disclose or distribute drafts of the non-public DSNP Materials to third parties. Unless the parties agree otherwise or the DSNP Materials are made publicly available by DSNP, this obligation of non-disclosure will expire five (5) years from the date the material was disclosed to you.

### Source Code

Any source code you provide to the DSNP is subject to the [Developer Certificate of Origin version 1.1, available at <http://developercertificate.org/>] and the license indicated in the DSNP’s source repository for the Materials.

### Dataset

Any data you provide to DSNP is subject to the license agreement indicated in the DSNP’s source repository for the Materials.

<u>Signature</u>	
<u>Print Name:</u>	
<u>Title:</u>	
<u>Organization Name (if applicable):</u>	
<u>Email:</u>	
<u>Address:</u>	
<u>Date:</u>	