CA/BROWSER FORUM Invited Experts Policy, v. 1.0 (Effective July 9, 2025)

1. Introduction

CA/Browser Forum ("CAB Forum") Invited Experts are individuals who are invited by a CAB Forum Chair, Vice Chair, or Chair of a Working Group to participate in the CAB Forum and share their knowledge based on their unique expertise or experience. The qualifications, invitation process, participation details, and obligations for Invited Experts are further detailed below. Prior to any CAB Forum participation, an Invited Expert must agree to the Invited Experts Agreement that corresponds to this CAB Forum Invited Experts Policy.

CAB Forum will maintain a directory of all Invited Experts, which will be accessible to the public and ensure that working group participants are aware of an Invited Expert's status.

2. Qualifications

Generally, Invited Expert status will be granted only to independent individuals (i.e., individuals not significantly affiliated with business interests) or to academics affiliated with institutions of higher learning. That is, Invited Expert status will not be normally granted to individuals employed by organizations that have significant business interest in CAB Forum work and that could join (or have previously joined) CAB Forum as a CAB Forum Member or Interested Party as defined in the CAB Forum Intellectual Property Rights Policy. Such organizations may include not-for-profit organizations, which should join CAB Forum as Members or as Interested Parties.

If the case is made that granting Invited Expert status to an individual supported by a "membership candidate" organization would enhance the chances that such organization would join CAB Forum, then a provisional 3-month or 6-month invitation might be extended according to the Invitation Process specified in Section 3.

If an Invited Expert's Employer joins CAB Forum as a Member during the term of the Invited Expert Agreement, that Invited Expert Agreement is immediately terminated, and the Invited Expert must participate in CAB Forum activities through their Employer's membership.

No individuals from current CAB Forum Member companies or organizations may be an Invited Expert.

3. Invitation Process

<u>Invitation by Working Group.</u> An Invited Expert may be invited to contribute to a CAB Forum working group. Before an invitation is extended, a CAB Forum Member must officially nominate

the Invited Expert within the working group. Such nomination will include providing the following information to other working group Members:

- Non-confidential background information related to the proposed expert's professional
 work engagements. This includes names of entities providing work, the proposed
 expert's work-related title for such entities, and the proposed expert's technical scope of
 work for such entities. An example may be "Senior Engineer working for Company XYZ
 and working on server certificates."
- A justification for the proposed expert's participation.
- A scope of planned participation, including technical scope and planned duration of engagement with CAB Forum.
- Intended outcomes for the proposed expert's participation.

The nomination and nomination information must be shared with the working group via the working group management mailing list at least 7 days before an invitation is extended to the proposed expert. During the 7-day period, working groups will endeavor to discuss the nomination during a regularly scheduled working group call and/or on the working group management mailing list. During the 7-day period, working group members may also request (and the working group chair will determine whether to grant) a 7-day extension appended to the end of the 7-day period should additional discussion time be required.

During the 7-day period, working group members may object to the nomination. If objections are communicated, the working group will follow the same defined voting process used for ballot voting to determine whether to extend an invitation to the proposed expert.

In the absence of any objections or a failing vote, the working group chair will extend an invitation to the Invited Expert after the Invited Expert has executed the Invited Expert Agreement. Invited Experts are selected in their individual capacity and for their particular expertise, and therefore Invited Expert invitations cannot be transferred or assigned.

Invitation by Forum. An Invited Expert may also be invited to contribute at a Forum-level meeting. For example, the Invited Expert may provide a Forum-wide presentation or Contribution that is not specific to a particular working group. In this scenario, the same invitation process as defined for an Invitation by Working Group will apply except that nomination information will be provided to all CAB Forum Members using the management mailing list, the CAB Forum Chair will administer the 7-day discussion period, the discussions and objections will occur within the CAB Forum management mailing list and plenary meeting, and the CAB Forum Chair will extend an invitation to the Invited Expert after the Invited Expert has executed the Invited Expert Agreement.

4. Scope of Participation

Invited Experts are not CAB Forum Members or Interested Parties. Invited Experts are limited to participating at the Forum level or only in those working groups to which they are invited.

Invited Experts do not have voting rights and cannot hold CAB Forum leadership positions or leadership positions within the working groups in which they are invited to participate.

Invited Experts will be bound by CAB Forum processes and all applicable antitrust laws and regulations during their CAB Forum activities. Invited Experts will also abide by CAB Forum's Code of Conduct, found in Exhibit B of the CAB Forum Bylaws. Any violation of such processes, applicable laws or regulations, or the Code of Conduct is ground for termination of the Invited Expert relationship by CAB Forum.

Invited Experts will notify CAB Forum of any change in affiliation and other aspects relevant to the Invited Expert relationship. This includes any possible conflicts of interest that might arise. Such conflicts may arise from participation in other standards work or consulting relationships in technology areas competing with the work for which the Expert was invited. Such notifications should be sent to CAB Forum Chair or the applicable working group Chair. In all notifications and communications, Invited Experts will, to the best of their knowledge, convey complete and true information.

The cost for participation in CAB Forum work, including telecommunication costs, travel costs and all other costs incurred by the participation in CAB Forum work will reside solely with the Invited Expert.

5. Intellectual Property Obligations

To better align with CAB Forum's work primarily occurring within working groups, it is strongly recommended that Invited Experts make their Contributions at the working group level and that presentations be scheduled during working group meetings. Regardless, the Intellectual Property Obligations described herein apply to Contributions at the working group and at the Forum levels. If an Invited Expert makes a Contribution at the Forum level (e.g. through a presentation or document submission) and such Contribution is subsequently incorporated into a working group's draft of a Final Guideline or Final Maintenance Guideline, then the Invited Expert's IP obligations shall apply to that Contribution at the working group level as well. This ensures continuity of licensing commitments and prevents inconsistencies in the applicability of the CAB Forum's Intellectual Property Rights Policy (the "IPR Policy").

<u>Grant of Patent License.</u> Invited Experts represent that they are legally entitled to and will grant the necessary licenses for their Contributions as described in Sections 2, 3, 5, and 8.4 of the CAB Forum IPR Policy ("CAB Forum Royalty-Free (RF) License Requirements"). If the Invited Experts' Employer(s) have rights to intellectual property that the Invited Experts create that is included in their Contributions, they represent that they have received permission to make the relevant licensing commitments according to Sections 2, 3, 5, and 8.4 of the CAB Forum IPR Policy on behalf of that Employer.

<u>Grant of Copyright License.</u> Invited Experts agree to Section 6 of the CAB Forum IPR Policy as if they were a Participant. Invited Expert further represents that they are legally entitled to grant

the copyright license. If their Employer(s) have rights to the copyright that the Invited Expert creates through its participation in a CAB Forum working group, they represent that they have received permission to make those Contributions on behalf of that Employer or that the Employer has waived such rights in the Contributions to CAB Forum. Invited Experts also represent that there are no other limits to the Invited Expert's ability to make the copyright grants, acknowledgments and agreements herein. The Invited Expert's Contribution(s), if incorporated into a Final Guideline or Final Maintenance Guideline will not subject the Final Guideline or Final Maintenance Guideline or implementations of the Final Guideline or Final Maintenance Guideline, in whole or in part, to copyright licensing obligations, restrictions or requirements which are inconsistent with those set forth in this Invited Experts Policy or the Invited Experts Agreement.

6. Term and Termination

The duration of the Invited Expert's participation is determined and fixed by the CAB Forum Chair for Forum-level Invited Experts and by working group Chairs for working group-level Invited Experts. An Invited Expert's term is recommended to be 2 years, so that CAB Forum can regularly re-evaluate working group and CAB Forum needs and the position of the Invited Expert vis-à-vis working group and CAB Forum efforts. The term can be renewed one or more times. At the completion of the Invited Expert's term, CAB Forum will terminate the relationship and remove all privileges without being obliged to give prior notice.

Invited Experts are subject to the Intellectual Property Obligations defined in Section 5 and to the terms of the Invited Experts Agreement, to which the Invited Expert must agree before any CAB Forum participation. If the required commitment is not fulfilled, CAB Forum may end privileges of any Invited Expert without prior notice.

Either party may end the relationship at their discretion. The relationship of the parties under the Invited Experts Agreement shall be that of a voluntary association. The Invited Experts Agreement does not create a partnership or joint venture. Neither CAB Forum nor the Invited Expert can bind the other or create any relationship of principal or agent.

Even in the event of termination of the Invited Expert relationship, the Intellectual Property Obligations and commitments defined in Section 5 and incurred under the Invited Experts Agreement will persist.

7. Definitions

A "Contribution" has the same meaning as defined in the CAB Forum IPR Policy (i.e., "material, including Draft Guidelines, Draft Guideline text, and modifications to other Contributions, made verbally or in a tangible form of expression (including in electronic media) that is provided by a Participant in the process of developing a Draft Guideline for the purpose of incorporating such

material into a Draft Guideline or a Final Guideline or Final Maintenance Guideline. For a verbal contribution to be deemed a Contribution hereunder, it must be memorialized within approved meeting minutes of the CAB Forum").

An "Employer" means a company or organization by which an Invited Expert is employed and any Affiliates (as defined in the CAB Forum IPR Policy) of the company or organization.

"Intellectual Property Obligations" refers to the Grant of Patent License and Grant of Copyright License defined in Section 5.