

## **Technical Charter (the “Charter”)**

**for**

### **OpenBMC Project a Series of LF Projects, LLC**

**Adopted February 14, 2018**

This charter (the “Charter”) sets forth the responsibilities and procedures for technical contribution to, and oversight of, the **OpenBMC Project** (the “Project”), which has been established as a series of LF Projects, LLC, a Delaware series limited liability company (“LF Projects”). All Contributors to the Project must comply with the terms of this Charter.

#### **1. Mission and Scope of the Project**

- a. The mission of the Project is to develop an open source project with the goals indicated in the “README” file within the Project’s code repository.
- b. The scope of the Project includes software development under an OSI-approved open source license supporting the mission, including documentation, testing, integration and the creation of other artifacts that aid the development, deployment, operation or adoption of the open source software project.

#### **2. Technical Steering Committee**

- a. The Technical Steering Committee (the “TSC”) will be responsible for all oversight of the open source Project.
- b. The TSC voting members are initially the Project’s Committers. At the inception of the project, the Committers of the Project will be as set forth within the “CONTRIBUTING” file within the Project’s code repository. The TSC may choose an alternative approach for determining the voting members of the TSC, and any such alternative approach will be documented in the CONTRIBUTING file. Any meetings of the Technical Steering Committee are intended to be open to the public, and can be conducted electronically, via teleconference, or in person.
- c. TSC projects generally will involve Contributors and Committers. The TSC may adopt or modify roles so long as the roles are documented in the CONTRIBUTING file. Unless otherwise documented:
  - i. Contributors include anyone in the technical community that contributes

- code, documentation, or other technical artifacts to the Project;
  - ii. Committers are Contributors who have earned the ability to modify (“commit”) source code, documentation or other technical artifacts in a project’s repository; and
  - iii. A Contributor may become a Committer by a majority approval of the existing Committers. A Committer may be removed by a majority approval of the other existing Committers.
- d. Participation in the Project through becoming a Contributor and Committer is open to anyone so long as they abide by the terms of this Charter.
- e. The TSC may (1) establish workflow procedures for the submission, approval, and closure/archiving of projects, (2) set requirements for the promotion of Contributors to Committer status, as applicable, and (3) amend, adjust, refine and/or eliminate the roles of Contributors, and Committers, and create new roles, and publicly document any TSC roles, as it sees fit.
- f. The TSC may elect a TSC Chair, who will preside over meetings of the TSC and will serve until their resignation or replacement by the TSC.
- g. Responsibilities: The TSC will be responsible for all aspects of oversight relating to the Project, which may include:
- i. coordinating the technical direction of the Project;
  - ii. approving project or system proposals (including, but not limited to, incubation, deprecation, and changes to a sub-project’s scope);
  - iii. organizing sub-projects and removing projects;
  - iv. creating sub-committees or working groups to focus on cross-project technical issues and requirements;
  - v. appointing representatives to work with other open source or open standards communities;
  - vi. establishing community norms, workflows, issuing releases, and security issue reporting policies;
  - vii. approving and implementing policies and processes for contributing (to be published in the CONTRIBUTING file) and coordinating with the Series Manager to resolve matters or concerns that may arise as set forth in Section 7 of this Charter;

- viii. discussions, seeking consensus, and where necessary, voting on technical matters relating to the code base that affect multiple projects; and
- ix. coordinating any marketing, events, or communications regarding the Project with the LF Projects Manager or their designee.

### **3. TSC Voting**

- a. While the Project aims to operate as a consensus based community, if any TSC decision requires a vote to move the Project forward, the voting members of the TSC will vote on a one vote per voting member basis.
- b. Quorum for TSC meetings requires at least sixty percent of all voting members of the TSC to be present. The TSC may continue to meet if quorum is not met, but will be prevented from making any decisions at the meeting.
- c. Except as provided in Section 7.c. and 8.a, decisions by vote at a meeting require a majority vote of those in attendance, provided quorum is met. Decisions made by electronic vote without a meeting require a majority vote of all voting members of the TSC.
- d. In the event a vote cannot be resolved by the TSC, any voting member of the TSC may refer the matter to the Series Manager for assistance in reaching a resolution.

### **4. Compliance with Policies**

- a. This Charter is subject to the Series Agreement for the Project and the Operating Agreement of LF Projects. Contributors will comply with the policies of LF Projects as may be adopted and amended by LF Projects, including, without limitation the policies listed at <https://lfprojects.org/policies/>.
- b. The TSC may adopt a code of conduct (“CoC”) for the Project, which is subject to approval by the Series Manager. Contributors to the Project will comply with the CoC or, in the event that a Project-specific CoC has not been approved, the LF Projects Code of Conduct listed at <https://lfprojects.org/policies/>.
- c. When amending or adopting any policy applicable to the Project, LF Projects will publish such policy, as to be amended or adopted, on its web site at least 30 days prior to such policy taking effect; provided, however, that in the case of any amendment of the Trademark Policy or Terms of Use of LF Projects, any such amendment is effective upon publication on LF Project’s web site.
- d. All participants must allow open participation from any individual or organization meeting the requirements for contributing under this Charter and any policies adopted for all participants by the TSC, regardless of competitive interests. Put another way, the Project community must not seek to exclude any participant

based on any criteria, requirement, or reason other than those that are reasonable and applied on a non-discriminatory basis to all participants in the Project community.

- e. The Project will operate in a transparent, open, collaborative, and ethical manner at all times. The output of all Project discussions, proposals, timelines, decisions, and status should be made open and easily visible to all. Any potential violations of this requirement should be reported immediately to the LF Projects Manager.

## **5. Community Assets**

- a. LF Projects will hold title to all trade or service marks used by the Project (“Project Trademarks”), whether based on common law or registered rights. Project Trademarks shall be transferred and assigned to LF Projects to hold on behalf of the Project. Any use of any Project Trademarks by participants in the Project shall be in accordance with the license from LF Projects and inure to the benefit of LF Projects.
- b. The Project will, as permitted and in accordance with such license from LF Projects, develop and own all Project GitHub and social media accounts, and domain name registrations created by the Project community.
- c. Under no circumstances will LF Projects be expected or required to undertake any action on behalf of the Project that is inconsistent with the tax-exempt status or purpose, as applicable, of LFP, Inc. or LF Projects, LLC.

## **6. General Rules and Operations.**

- a. The Project will:
  - i. engage in the work of the project in a professional manner consistent with maintaining a cohesive community, while also maintaining the goodwill and esteem of LF Projects, LFP, Inc. and other partner organizations in the open source software community; and
  - ii. respect the rights of all trademark owners, including any branding and trademark usage guidelines.

## **7. Intellectual Property Policy**

- a. Participants acknowledge that the copyright in all new contributions will be retained by the copyright holder as independent works of authorship and that no contributor or copyright holder will be required to assign copyrights to the Project.

- b. Except as described in Section 7.c., all code contributions to the Project are subject to the following:
  - i. All new inbound code contributions to the Project must be made using an OSI-approved open source license specified for the Project within the “LICENSE” file within the Project’s code repository (the “Project License”).
  - ii. All new inbound code contributions must also be accompanied by a Developer Certificate of Origin (<http://developercertificate.org>) sign-off in the source code system that is submitted through a TSC-approved contribution process which will bind the authorized contributor and, if not self-employed, their employer to license grants in the Apache License, Version 2.0 via either a Corporate Contributor License Agreement (Exhibit A) or an Individual Contributor License Agreement (Exhibit B).
  - iii. All outbound code will be made available under the Project License.
  - iv. Documentation will be received and made available by the Project under the Creative Commons Attribution 4.0 International License (available at <http://creativecommons.org/licenses/by/4.0/>).
  - v. The Project may seek to integrate and contribute back to other open source projects (“Upstream Projects”). In such cases, the Project will conform to all license requirements of the Upstream Projects, including dependencies, leveraged by the Project. Upstream Project code contributions not stored within the Project’s main code repository will comply with the contribution process and license terms for the applicable Upstream Project.
- c. The TSC may approve the use of an alternative license or licenses for inbound or outbound contributions on an exception basis. To request an exception, please describe the contribution, the alternative open source license(s), and the justification for using an alternative open source license for the Project. License exceptions must be approved by a two-thirds vote of the entire TSC. Contributed files should contain license information, such as SPDX short form identifiers, indicating the open source license or licenses pertaining to the file.

## **8. Amendments**

- a. This charter may be amended by a two-thirds vote of the entire TSC and is subject to approval by LF Projects.

**Exhibit A**

OpenBMC Project a Series of LF Projects, LLC  
Software Grant and Corporate Contributor License Agreement ("Agreement") v1.0

Thank you for your interest in OpenBMC Project a Series of LF Projects, LLC ("Project"). In order to clarify the intellectual property license granted with Contributions from any person or entity, the Project must have a Contributor License Agreement (CLA) on file that has been signed by each Contributor, indicating agreement to the license terms below. This license is for your protection as a Contributor as well as the protection of the Project and its users; it does not change your rights to use your own Contributions for any other purpose.

This version of the Agreement allows an entity (the "Corporation") to submit Contributions to the Project, to authorize Contributions submitted by its designated employees to the Project, and to grant copyright and patent licenses thereto.

If you have not already done so, please complete and sign, then scan and email a PDF file of this Agreement to [manager@lfprojects.org](mailto:manager@lfprojects.org). If necessary, send an original signed Agreement to LF Projects, LLC, 3500 South DuPont Highway, Suite AA-101, Dover, DE 19901, U.S.A. Please read this document carefully before signing and keep a copy for your records.

Corporation name: \_\_\_\_\_

Corporation address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Point of Contact: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Telephone: \_\_\_\_\_

You accept and agree to the following terms and conditions for Your present and future Contributions submitted to the Project. Except for the license granted herein to the Project and recipients of software distributed by the Project, You reserve all right, title, and interest in and to Your Contributions.

1. Definitions.

"You" (or "Your") shall mean the copyright owner or legal entity authorized by the copyright

owner that is making this Agreement with the Project. For legal entities, the entity making a Contribution and all other entities that control, are controlled by, or are under common control with that entity are considered to be a single Contributor. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"Contribution" shall mean the code, documentation or other original works of authorship expressly identified in Schedule B, as well as any original work of authorship, including any modifications or additions to an existing work, that is intentionally submitted by You to the Project for inclusion in, or documentation of, any of the products owned or managed by the Project (the "Work"). For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to the Project or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Project for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by You as "Not a Contribution."

2. Grant of Copyright License. Subject to the terms and conditions of this Agreement, You hereby grant to the Project and to recipients of software distributed by the Project a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute Your Contributions and such derivative works.

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4. You represent that You are legally entitled to grant the above license. You represent further that each employee of the Corporation designated on Schedule A below (or in a subsequent written modification to that Schedule) is authorized to submit Contributions on behalf of the Corporation.

5. You represent that each of Your Contributions is Your original creation (see section 7 for submissions on behalf of others).

6. You are not expected to provide support for Your Contributions, except to the extent You desire to provide support. You may provide support for free, for a fee, or not at all. Unless required by applicable law or agreed to in writing, You provide Your Contributions on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE.

7. Should You wish to submit work that is not Your original creation, You may submit it to the Project separately from any Contribution, identifying the complete details of its source and of any license or other restriction (including, but not limited to, related patents, trademarks, and license agreements) of which you are personally aware, and conspicuously marking the work as "Submitted on behalf of a third-party: [named here]".

8. It is your responsibility to notify the Project when any change is required to the list of designated employees authorized to submit Contributions on behalf of the Corporation, or to the Corporation's Point of Contact with the Project.

Please sign: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Corporation: \_\_\_\_\_



## Schedule A

Initial list of designated employees. NB: authorization is not tied to particular Contributions. Please indicate "CLA Manager" next to the name of any employees listed below that are authorized to add or remove designated employees from this list in the future.

Schedule B

[Identification of optional concurrent software grant. Would be left blank or omitted if there is no concurrent software grant.]

**Exhibit B**

OpenBMC Project a Series of LF Projects, LLC  
Individual Contributor License Agreement ("Agreement") v1.0

Thank you for your interest in OpenBMC Project a Series of LF Projects, LLC ("Project"). In order to clarify the intellectual property license granted with Contributions from any person or entity, the Project must have a Contributor License Agreement ("CLA") on file that has been signed by each Contributor, indicating agreement to the license terms below. This license is for your protection as a Contributor as well as the protection of OpenBMC Project, the Project and its users; it does not change your rights to use your own Contributions for any other purpose.

If you have not already done so, please complete and sign, then scan and email a pdf file of this Agreement to [manager@lfprojects.org](mailto:manager@lfprojects.org). If necessary, send an original signed Agreement to LF Projects, LLC, 3500 South DuPont Highway, Suite AA-101, Dover, DE 19901, U.S.A. Please read this document carefully before signing and keep a copy for your records.

Full name: \_\_\_\_\_

Public name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Country: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

You accept and agree to the following terms and conditions for Your present and future Contributions submitted to the Project. Except for the license granted herein to the Project and recipients of software distributed by the Project, You reserve all right, title, and interest in and to Your Contributions.

1. Definitions.

"You" (or "Your") shall mean the copyright owner or legal entity authorized by the copyright owner that is making this Agreement with the Project. For legal entities, the entity making a Contribution and all other entities that control, are controlled by, or are under common control with that entity are considered to be a single Contributor. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such

entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"Contribution" shall mean any original work of authorship, including any modifications or additions to an existing work, that is intentionally submitted by You to the Project for inclusion in, or documentation of, any of the products owned or managed by the Project (the "Work"). For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to the Project or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Project for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by You as "Not a Contribution."

2. Grant of Copyright License. Subject to the terms and conditions of this Agreement, You hereby grant to the Project and to recipients of software distributed by the Project a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute Your Contributions and such derivative works.

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4. You represent that you are legally entitled to grant the above license. If your employer(s) has rights to intellectual property that you create that includes your Contributions, you represent that you have received permission to make Contributions on behalf of that employer, that your employer has waived such rights for your Contributions to the Project, or that your employer has executed a separate Corporate CLA with the Project.

5. You represent that each of Your Contributions is Your original creation (see section 7 for submissions on behalf of others). You represent that Your Contribution submissions include complete details of any third-party license or other restriction (including, but not limited to, related patents and trademarks) of which you are personally aware and which are associated with any part of Your Contributions.

6. You are not expected to provide support for Your Contributions, except to the extent You desire to provide support. You may provide support for free, for a fee, or not at all. Unless required by applicable law or agreed to in writing, You provide Your Contributions on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE.

7. Should You wish to submit work that is not Your original creation, You may submit it to the Project separately from any Contribution, identifying the complete details of its source and of any license or other restriction (including, but not limited to, related patents, trademarks, and license agreements) of which you are personally aware, and conspicuously marking the work as "Submitted on behalf of a third-party: [named here]".

8. You agree to notify the Project of any facts or circumstances of which you become aware that would make these representations inaccurate in any respect.

Please sign: \_\_\_\_\_ Date: \_\_\_\_\_