

Technical Charter (the “Charter”)
for
CDF Binary Project a Series of LF Projects, LLC
Adopted October 24, 2019

This charter (the “Charter”) sets forth the responsibilities and procedures for technical contribution to, and oversight of, the CDF Binary Project, which has been established as CDF Binary Project a Series of LF Projects, LLC (the “Project”). LF Projects, LLC (“LF Projects”) is a Delaware series limited liability company. 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:
 - i. Develop, host and maintain an object code distribution and signing service for technical projects developed by and for the Continuous Delivery Foundation; and
 - ii. Deploy and operate server-side infrastructure to enable the Project community to upload, host, sign and distribute object code artifacts and related compliance artifacts.
- 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 Oversight

- a. The Technical Oversight Committee (“TOC”) of the Continuous Delivery Foundation will be responsible for all technical oversight of the open source Project.

3. 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. 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.

- c. 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 TOC, 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.
- d. 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.
- e. In addition to compliance with any policies concerning the distribution of binary files by the Project, any one or both of the LF Projects Manager or the Series Manager may, at any time and without notice:
 - i. modify or suspend the distribution of any binary by the Project upon determining that such action is necessary to comply with any applicable law or regulation, the tax status of LF Projects or any affiliate of LF Projects, or the intellectual property rights of any third party; and/or
 - ii. require an attestation by the contributor of any binary prior to distribution by the Project with respect to contents of the binary, and may update or modify such attestation from time to time.

4. Community Assets

- a. With the exception of Project trademarks held by The Linux Foundation, 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 will 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 will 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 Joint Development Foundation or LF Projects, LLC.

5. 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, Joint Development Foundation 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.

6. Amendments

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