Technical Charter (the "Charter")

for
FATE Project a Series of LF Projects, LLC

Adopted October 15, 2021

This charter (the "Charter") sets forth the responsibilities and procedures for technical contribution to, and oversight of, the FATE ("Federated AI Technology Enabler") Project, which has been established as the FATE 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**

    The mission of the Project is to

    a. Create an industrial level open source federated learning / federated transfer learning framework and codebase upon which users can build and run robust, industrial-specific federated AI algorithms and systems; and

    b. Create an open source, technical community to benefit the ecosystem of federated AI solution providers, users and researchers, focused on federated AI use cases that will work across industries.

    The scope of the Project includes:

    a. 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; and

    b. Establishing a neutral home for community infrastructure, meetings, events and collaborative discussions and providing structure around the technical governance of the open source Project.

    It is a goal of the Project to promote participation in the Project of leading members of the federated AI ecosystem, including developers, service and solution providers and end users

2. **Technical Steering Committee**

a. The Technical Steering Committee (the "TSC") will be responsible for all technical oversight of the open source Project.

b. The TSC voting members

    i. The TSC voting members will consist of the Committers listed on the project website or in the source repository.

    ii. The size, makeup and procedure for determining Committer voting members of the TSC will be as determined by the TSC and documented on the project website or in the source repository.

c. Any meetings of the TSC are intended to be open to the public, and can be conducted electronically, via teleconference, or in person.

d. The TSC involves Contributors and Committers. The TSC may adopt or modify roles so long as the roles are documented in the CONTRIBUTING file, which is maintained in the Project's source code repository. 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.

e. 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.

f. The TSC consists of the TSC Board and the TSC Maintainers.

g. The TSC Board will be responsible for the following aspects of the Project.

    i. providing advice and resources to guide or support the development of the Project;

    ii. nominating and electing candidates for the TSC Chair;

    iii. proposing improvements for the project, including its governance and community processes; and

    iv. defining additional areas the TSC Board may assist the Project.

h. The TSC Board consists of the Chair, the honorable chair and several members. Each member should join the TSC Board as an individual or organization (who shall designate one or two employees as the representative).

   i. Any contributor or contributing organization can apply for joining the TSC Board, but they must be nominated by an existing board member and achieve a simple majority of votes of existing TSC Board members.

   ii. TSC Board members will serve a two-year term that may be renewed every other year by providing notice to the TSC Board or by their attendance at a meeting in the new term. Any member may withdraw from the TSC Board during the term of office.

   iii. TSC Board members must fulfill their duties during their terms of office or they may be subject to removal through a process defined by the TSC Board.

i. The TSC Maintainers will be responsible for the following aspects. The TSC Maintainers must fulfill their duties during their terms of office.

   i. actively contributing to the project and the community, participating in the code review process, responding to and replying to contributions and issues in a timely manner, and ensuring the overall code review process progresses in a timely manner.

   ii. Managing issues, including bugs and problems.

   iii. Managing the repository and tracking the release process.

   iv. Preparing and updating documentation.

j. The TSC Maintainers must be a committer first.

   i. A committer must win a simple majority of the votes from the existing TSC before becoming a TSC Maintainer.

   ii. A Maintainer can become a board member and must be nominated by an existing board member, and win a simple majority of the votes from existing board members.

   iii. The Maintainer may withdraw at any time. Existing TSC members are entitled to remove the Maintainer who fails to perform his/her duties or violates regulations through voting.

k. The TSC may (1) establish work flow 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.

l. 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. The TSC Chair, or any other TSC member so designated by the TSC, will serve as the primary communication contact between the Project and the Linux Foundation.

   i. The TSC Chair shall be selected from and nominated by the TSC Board. The candidate winning a simple majority of the votes from the existing TSC members will be the TCS Chair.

   ii. The TSC Chair may resign during the term of office. Existing board members are entitled to remove the Chair who fails to perform his/her duties or violates regulations through voting, with a simple majority of votes of existing board members.

m. 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;

   ix. coordinating any marketing, events, or communications regarding the Project with the LF Projects Manager or their designee;

      x. maintaining the reputation of the community, supervising the remarks and acts that are adverse to the community, and handling community disputes;

     xi. handling the affairs or business of or organize events for the open source community, and expanding the community's influence; and

    xii. maintaining community cohesion and supervising TSC members in performing their duties.

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 in following guidelines:

      i. each TSC Board member has 2 votes and each TSC Maintainer member has 1 vote.

     ii. A TSC member can only vote as a TSC Board member when they are a representative of an organization on the TSC Board and a TSC Maintainer concurrently.

    iii. The honorable chair shall have no voting right.

b. Quorum for TSC meetings requires at least fifty 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, the TSC Chair 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. The TSC may adopt a Trademark Policy for the Project, which is subject to approval by the Series Manager. Contributors to the Project will comply with the Trademark Policy or, in the event that a Project-specific Trademark Policy has not been approved, the LF Projects Trademark Policy listed at https://lfprojects.org/policies/.

d. 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.

e. 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.

f. 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. 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 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 contributions to the Project are subject to the following:

  i. All new inbound code contributions to the Project must be made using the Apache License, Version 2.0, available at https://www.apache.org/licenses/LICENSE-2.0 (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 the applicable license;

  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. To the extent a contribution includes or consists of data sets, any rights in such data will be made available under the CDLA-Permissive 1.0 License.

  vi. 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.

d. 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.