

**THE LINUX FOUNDATION**  
**Open API Initiative Participation Agreement**  
**8 October 2015**

Thank you for your interest in participating in the Open API Initiative (OAI), a project hosted by The Linux Foundation. OAI members will enjoy the privileges described in the Open API Initiative Charter, Exhibit B, as from time-to-time may be amended per the OAI Charter.

**Please note** that Corporate Members of the LF are eligible to participate as a member of the OAI at a discounted rate. For further information on becoming a corporate member of the LF, visit the Corporate Membership page at <http://www.linuxfoundation.org/about/join/corporate>.

Members participating in the OAI aim to:

- Create an open source, technical community, within which industry participants may easily contribute to building a vendor-neutral, portable and open specification for providing technical metadata for REST APIs (“OAI Community”);
- Promote and facilitate adoption and use of the “Open API Definition Format” (OADF) as an open industry specification;
- Adhere to the OAI Charter, attached as Exhibit B, as from time-to-time may be amended per the OAI Charter, and all policies referenced in the OAI Charter, including the IP Policy;
- Disclose their status as a member of the OAI;
- Use any approved OAI membership logo in compliance with guidelines established by the LF Governing Board;
- Vote in all decisions of the OAI Governing Board; and
- Serve as a positive ambassador of the OAI.

On completion in full of this agreement, please sign and send a copy of this agreement in PDF form by email to [membership@linuxfoundation.org](mailto:membership@linuxfoundation.org). Upon receiving your signed agreement, an invoice will be sent to you along with a countersigned copy of this agreement for your records. OAI Membership rights and privileges will not commence until the LF receives any and all membership fees, after which, your company may participate in OAI meetings and voting per the OAI Charter.

**Contact Information:** All legal, billing, financial and technical notices from the LF relating to your participation in the OAI will be sent to the individuals already on file with the LF under those categories unless you designate a different individual in Exhibit A.

**LF Member/Company Name:** \_\_\_\_\_

**Annual Participation Fees:** The OAPI participation fees cover a one-year period from the date of receiving your participation fee payment. In the second year, the LF will prorate your participation fees to align to a calendar year cycle. In year 3 and thereafter, your participation fees will be based on an annual calendar year. Participants who are not members of The Linux Foundation will be subject to an additional LF Non-Member Fee (“LF-NMF”) according to the LF-NMF schedule below.

Select	Consolidated Employees	Annual Fee (USD)	
		LF Member	LF Non-Member
<input type="checkbox"/>	Over 5,000	\$25,000	\$25000 + LF-NMF
<input type="checkbox"/>	500 to 4,999	\$15,000	\$15000 + LF-NMF
<input type="checkbox"/>	100 to 499	\$10,000	\$10000 + LF-NMF

<input type="checkbox"/>	10 to 100	\$5,000	\$5000 + LF-NMF
<input type="checkbox"/>	Less than 10	\$500	\$500 + LF-NMF
<input type="checkbox"/>	Accredited Academic or Non-Profit Entity	\$0	\$0 + LF Academic / Non-Profit Entity membership

**LF-NMF Schedule:** The LF-NMF rate is set to the fee schedule for Silver Members of The Linux Foundation, per “Schedule A” of The Linux Foundation Bylaws, available at <http://www.linuxfoundation.org/about/bylaws>. If you would like to become a Silver Member instead, please provide the requested information here: <http://www.linuxfoundation.org/about/join/corporate>.

The employee rate for a member is based on the total consolidated headcount for the applicant and its affiliated companies as of their latest fiscal year end.

- US\$ 20,000 (employee size greater than 5,000)
- US\$ 15,000 (employee size between 500 and 4,999)
- US\$ 10,000 (employee size between 100 and 499)
- US\$ 5,000 (employee size <100)
- US\$ 500 (employee size < 10)

**PR:** Please initial here if you **do not want** the LF to announce your participation in the OAI via press release: \_\_\_\_\_

Please initial here if you **do not want** the LF to include your company logo at the OAI Project Website (<http://www.openapis.org>): \_\_\_\_\_

No Member shall, by reason of its membership or participation in the OAI, be obligated to use or endorse any intellectual property or assets developed or endorsed by the OAI, or to conform any of its products to any standards or specifications developed or adopted by the OAI, nor shall any such member be precluded from independently licensing, using or endorsing similar intellectual property, software, specifications or documentation developed by it or by others.

By signing below, the member acknowledges and agrees that, when signed and accepted by the LF, this agreement represents a binding contract between the parties and commits the participant to the following terms and obligations:

1. Member will make payment of the annual participation fee within thirty days of date of invoice from the LF, and will make timely payment of all fees invoiced for succeeding years. The LF will notify participants of any increase in participation fees for the following calendar year on or before November 15<sup>th</sup> of the current calendar year.
2. Membership for the following calendar year will renew annually with an invoice sent from the LF, unless the member delivers written notice of non-renewal to the LF on or before December 1 of the then-current OAI membership year. Applicant acknowledges that LF and other OAI members depend on reliable renewal information to budget effectively, and that the LF's ability to provide services to OAI members will suffer in the event of non-payment of a member's participation fees. A member may resign from OAI at any time effective upon the date written notice of resignation is received by the LF, but in no event, including a resignation associated with amendment of the OAI Charter or a prospective fee increase,

will the member receive a refund of any participation fee already paid or a waiver of any participation fee due and owing on the date of such resignation. All written notices may be made via email.

3. Member will make the commitments and undertake the obligations, including reasonable efforts to assist in the OAI mission by attending meetings and voting, set forth in the OAI Charter, attached as Exhibit B, and comply with all applicable policies that The Linux Foundation Board of Directors and/or the OAI Governing Board may from time to time adopt with notice to OAI Members and the ability to resign per Section 12 of the OAI Charter.

Member:

Accepted:

\_\_\_\_\_  
(Company Name)

THE LINUX FOUNDATION

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**  
**OAI Member Contact Information**

**Contact Information:** The following sections will give us the correct contacts for the OAI. If your company is already an LF member, and the contact information is the same, you do not have to fill this section out. If you would like to change any of your LF contact information to specific contacts for OAI, you may do so below. If you are signing as a non-member of the LF, please complete all sections below.

**Technical Contact/Title:** \_\_\_\_\_

Phone No: \_\_\_\_\_

Fax No.: \_\_\_\_\_

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

**Legal/Financial Notices: Name/Title:** \_\_\_\_\_

Phone No: \_\_\_\_\_

Fax No.: \_\_\_\_\_

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

**Billing Contact/Title:** \_\_\_\_\_

Phone/Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

Billing Address: \_\_\_\_\_

\_\_\_\_\_

**Hardcopy Invoicing Option:** Invoices will be sent as a PDF via email to the billing contact. Please indicate if you require a physical copy mailed to you via Federal Express \_\_\_\_\_

## **Exhibit B**

### **Open API Initiative Charter**

#### **1. Mission of the Open API Initiative**

The Open API Initiative (“OAI”) provides an open source, technical community, within which industry participants may easily contribute to building a vendor-neutral, portable and an open specification for providing technical metadata for REST APIs - the “Open API Description Format” (OADF) - and supporting tooling for validating the integrity of the specification or instantiations of it. The OAI is as such not intended to be a destination for community/consumer-focused tooling outside of the specification itself.

#### **2. Membership.**

- a. The Open API Initiative shall be composed of:
  - i. corporate members (OAI Members) that have executed an OAI Membership Agreement to sponsor the activities of the OAI Community
  - ii. a Business Governance Board (BGB);
  - iii. an open source, Technical Developer Community (“TDC”), open to any participant, whether an OAI Member or not; and
  - iv. a Technical Oversight Board (“TOB”).
- b. OAI Members shall be entitled to:
  - i. participate in OAI Business Governance Board meetings, OAI initiatives, and any other activities sponsored by the OAI;
  - ii. identify their company as a member or participant in the OAI;
  - iii. use any approved OAI membership logo in compliance with guidelines established by the OAI Governance Board; and
  - iv. vote in all decisions of the OAI Business Governance Board.

#### **3. Business Governance Board**

- a. The Business Governance Board shall be composed of one representative appointed by each OAI Member. A member may appoint an alternative representative for any meeting. Alternative representatives are limited to those within the same company as the OAI Member.
- b. Business Governance Board meetings may be held in-person or via electronic conferencing.
- c. Business Governance Board meetings must be called to at least 2 weeks in advance for face-to-face meetings and one week in advance for teleconferences or remote meetings.
- d. Quorum for holding meetings shall be established when a simple majority of Business Governance Board representatives are present.
- e. The intention is for the OAI to operate by consensus. However, if consensus cannot be achieved, the Business Governance Board shall vote on a decision. Votes either at meetings, via email or electronic voting service, shall be based on a one vote per Active Member basis, requiring a simple majority of votes cast to pass. An abstain vote equals not voting at all. An Active Member is defined as any OAI Member whose representative attended (including by telephone or electronic conference or meeting) at least two of the last four Governance Board meetings. An alternative representative’s attendance counts as participation for determining whether a member is an Active Member.

- f. At any time a vote may be conducted via email or electronic voting service and pass with a simple majority of OAI Members voting in favor.
- g. At least one-third of the OAI active members must participate in a vote for the vote to be deemed as valid.
- h. The Business Governance Board is intended to provide a minimalist governance structure around the development and use of the OAI trademarks and shall only be responsible for:
  - i. creating and maintaining OAI trademarks associated with the OAI and the OADF.
  - ii. establishing and executing a certification program defining the terms for using any OAI trademark(s).
  - iii. establishing non-discriminatory guidelines and principles defining the terms for using any OAI trademark(s)
  - iv. approving the use of OAI funds for specific trademark enforcement actions, if any, that may arise;
  - v. approving a budget directing the use of funds raised from all sources of revenue;
  - vi. electing a Chair of the Business Governance Board to preside over meetings, set agendas, authorize budgeted expenditures and managing any day-to-day operations; and
  - vii. voting on decisions or matters before the Business Governance Board;
- i. Any certification program established by the OAI Governing Board must support a vendor-neutral process and requirements, including, the ability for solutions to be certified on multiple operating systems and usable in multiple environment implementations.
- j. Any issues that cannot be resolved by the Business Governance Board shall be referred to The Linux Foundation for resolution.
- k. For avoidance of doubt, OAI membership does not convey any rights to directly influence the technical direction of the project. That influence will come through contribution to the OADF as defined by the Technical Developer Community.

#### 4. **Technical Developer Community ("TDC")**

- a. The OAI has established a technical project for an open source Technical Developer Community. The TDC shall be open to any developer, end user or subject matter expert that chooses to participate in the activities of OAI, regardless of whether the participant is employed by an OAI Member company. Influence on the evolution of the OADF comes by engaging with the TDC in technical discussions and by contributing to the project.
- b. The TDC has an established scope of work focused on:
  - i. Creating and maintaining the OADF
  - ii. Ensuring the OADF incorporates and aligns to the OAI Values
  - iii. Engaging end users for feedback or input on the OADF
  - iv. Ensuring the OADF and any contributions adhere to the OAI IP Policy
  - v. Establishing a publically communicated process for evolution of the OADF
  - vi. Approving releases of the OADF
  - vii. Creating, maintaining and following governance guidelines for the TDC, including:
    - 1. the establishment of roles (e.g. Maintainer, Contributor) and each roles' responsibilities,

2. the process or requirements to take on a role in the TDC (e.g. how to become a Contributor, or how to become a Maintainer),
  3. the process by which participants in the TDC may give up or be revoked of their roles (e.g. how to remove Maintainers);
  4. the rules for decision making in the TDC; and
  5. any workflow or processes participants are expected to follow in making or merging contributions.
- viii. Referring any issues to the Technical Oversight Board that deal with failure to follow established technical governance or conflicts that cannot be resolved within the TDC.
  - ix. Any issues of non-compliance with the OAI IP Policy shall be immediately referred to The Linux Foundation.
- c. The maintainers and contributors shall set the technical direction of the OADF, with minimal interference by the Technical Oversight Board.
  - d. The TDC will only accept influence through contributions; the primary means for any organization to influence the technical direction of the OADF is via contribution or service as maintainers. OAI Members specifically disclaim any right to influence technical direction either on the basis of their financial contributions or their existence as OAI Members.
  - e. The maintainers of the TDC shall be those listed in the MAINTAINERS file in the project repository, available in the top level of the code repository.

## 5. **Technical Oversight Board ("TOB")**

- a. The TOB is responsible for managing conflicts, violations of procedures or guidelines and any cross-project or high-level issues that cannot be resolved in the TDC for the OADF. The TOB shall also be responsible for adding, removing or re-organizing OAI Projects. The TOB shall not dictate or interfere with the day-to-day work of individual OAI Projects or their decisions.
- b. The TOB shall operate transparently with any discussions and mailing lists open to the community. The TOB may choose to set up a private discussion or mailing list if a situation warrants a private discussion (e.g. removing a TOB member), but the general expectation is that the TOB's discussions and decisions are open to the OAI Community. If a decision is made in private, the TOB shall be responsible for notifying the OAI Community of the decision and rationale.
- c. The TOB shall be composed of individuals elected for their expertise and contribution to the advancement of API-related technologies. Anyone may be elected to the TOB, regardless of whether the individual is an OAI Member or OAI TDC participant. It is intended that TOB members shall be technical experts that are considered thought leaders in the ecosystem. An elected TOB member is elected as an individual and not as a representative of their employer. TOB members may not designate alternative representatives.
- d. TOB members shall be split into two groups, serving for a term of two years on a staggered basis, where one group is elected each year. The initial TOB will have four (4) TOB members who will only serve for a term of one year and three TOB members that serve for a term of two years.
- e. The initial TOB shall be established through a nomination and election process. The first group of four (4) TOB members shall be nominated and elected by the current TDC maintainers and serve for a period of one (1) year. The second group of three (3) TOB members shall be nominated and elected by the OAI Members and serve for a period of two (2) years.

- f. One of the initial members of the initial group of three shall be appointed directly by SmartBear Software.
  - g. Initial elections of TOB members shall be done using the Condorcet method through the Cornell online service (<http://civs.cs.cornell.edu/>). The TOB may change the methodology or service used in future elections via a two-thirds approval vote of the then-serving TOB.
  - h. A TOB member may be removed with or without cause at a meeting called for that purpose by the members of the TOA that elected such member. Such member may be removed only if the number of votes cast to remove the member would be sufficient to elect the member at a meeting to elect such member. A TOB member may be removed, either with or without cause, by the Business Governance Board at any regular or special meeting.
  - i. The TOB shall meet on an as-needed basis, in a timely manner after issues are directed to the TOB from the TDC. TOB meetings may be held in-person or via electronic conferencing.
  - j. Issues referred to the TOB should be given appropriate time for TOB members to evaluate the issue, the positions of the TDC, the positions of users and sufficient time to explore compromise solutions. It is expected an appropriate review should require at least a two-week review period, though it is recognized some time-critical circumstances may call for a shorter review (e.g. security issues).
  - k. Quorum for holding meetings shall be established when a simple majority of TOB members are present.
  - l. Votes at TOB meetings shall pass with a simple majority vote, on a one vote per TOB member basis.
  - m. At any time a vote may be conducted via email or electronic voting service and pass with a simple majority of all TOB members voting in favor.
  - n. Any issues that cannot be resolved by the TOB shall be referred to The Linux Foundation Executive Director for resolution with The Linux Foundation Board of Directors.
6. **Core Values.** The TDC and TOB shall reflect and adhere to the following values for its activities and the OADF:
- a. Open access: information on the OAI, its proceedings, this charter and the OADF themselves shall be publicly available for viewing on the web.
  - b. Collaborative: interested parties shall have the means to freely contribute ideas, solutions, commentary and other input to the evolution of the OADF.
  - c. Meritocratic and contribution driven development: influence on the development of the OADF is based purely on the importance and merit of the contributions made.
  - d. Pragmatic. The OADF should prioritize to solve real world problems over supporting academic / abstract concepts.
  - e. Extendable. The OADF should allow domain-specific extensions to adhering definitions - enabling the use of the OADF without having to be in conflict with their core functionality.
  - f. Stable. The OADF should evolve in a pace that allows adopters to support its functionality within a “reasonable timeframe”; its evolution should favor the aim to provide a stable foundation for API metadata over adding new functionality as any immediate needs arise.
  - g. Intellectual Property Neutral: the OADF must be available for use free of charge to members and non-members alike. This usage applies to commercial and non-commercial use by any individual organization complying with a set of non-



discriminatory usage principles set forth by the Business Governance Board.

**7. IP Policy.**

- a. All new inbound specification or code contributions to the OAI shall be made under the Apache License, Version 2.0 (available at <http://www.apache.org/licenses/LICENSE-2.0>) accompanied by a Developer Certificate of Origin sign-off (<http://developercertificate.org>);
- b. All outbound specifications or code will be made available under the Apache License, Version 2.0.
- c. All documentation will be received and made available by OAI under the Creative Commons Attribution 4.0 International License.
- d. If an alternative inbound or outbound license is required for compliance with the license for a leveraged open source project or is otherwise required to achieve OAI's mission, the TOB may approve the use of an alternative license for inbound or outbound contributions on an exception basis. Please email [email address] to obtain exception approval.

**8. Antitrust Guidelines**

- a. All members shall abide by The Linux Foundation Antitrust Policy available at <http://www.linuxfoundation.org/antitrust-policy>.
- b. All members shall encourage open participation from any organization able to meet the membership requirements, regardless of competitive interests. Put another way, the OAI shall not seek to exclude OAI membership based on any criteria, requirements or reasons other than those established as required of all members.

**9. Budget**

- a. The Business Governance Board shall approve an annual budget and never commit to spend in excess of funds raised. The budget shall be consistent with the non-profit mission of The Linux Foundation.
- b. The OAI Budget shall include funds for a part-time program manager to assist the OAI with project management, organizing meetings and assisting in driving initiatives of the Business Governance Board, TDC or TOB.
- c. The Linux Foundation shall provide regular reports of spend levels against the budget.
- d. The Linux Foundation shall have custody of and final authority over the usage of any fees, funds and other cash receipts.

**10. Linux Foundation General Rules and Operations.** The OAI shall:

- a. demonstrate plans and the means to coordinate with the open source project's developer community, including on topics such as branding, logos, and other collateral that will represent the community;
- b. engage in a professional manner consistent with maintaining a cohesive community, while also maintaining the goodwill and esteem of The Linux Foundation in the open source software community;
- c. respect the rights of all trademark owners, including any branding and usage guidelines;
- d. engage The Linux Foundation for all OAI press and analyst relations activities;
- e. upon request, provide information regarding project participation, including information regarding attendance, to The Linux Foundation;
- f. engage The Linux Foundation for any websites directly for the OAI; and

- g. operate under such rules and procedures as may from time to time be approved by the OAI and confirmed by The Linux Foundation Board of Directors.

#### **11. Amendments and Notice**

- a. The Governing Board may make amendments to this Charter at any time subject to approval by The Linux Foundation.
- b. This Charter may be amended by a simple majority vote of The Linux Foundation Board of Directors upon thirty (30) days' notice to the OAI Members and participants. A member may resign within such thirty-day notice period to avoid undertaking any obligations imposed by any such amendment on a going forward basis. Such resignation will not have any effect on commitments made by the OAI Member or participant during the term of membership. Resignation may be made by email to the Executive Director of the Linux Foundation.