

**Technical Charter (the “Charter”)
for
Open Mainframe Infrastructure a Series of LF Projects, LLC**

Adopted February 5, 2024

This Charter sets forth the responsibilities and procedures for technical contribution to, and oversight of, the Open Mainframe Infrastructure open source project, which has been established as Open Mainframe Infrastructure a Series of LF Projects, LLC (the “Project”). LF Projects, LLC (“LF Projects”) is a Delaware series limited liability company. All contributors (including committers, maintainers, and other technical positions) and other participants in the Project (collectively, “Collaborators”) must comply with the terms of this Charter.

1. Mission and Scope of the Project

- a. The mission of the Project is to host infrastructure for the benefit of the Open Mainframe Project community.
- b. The scope of the Project includes collaborative development under the Project License (as defined herein) 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 project.

2. Oversight

- a. The Technical Advisory Council of the Open Mainframe Project (the “TAC”) will be responsible for all technical oversight of the 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. The TAC may adopt a code of conduct (“CoC”) for the Project, which is subject to approval by the Series Manager. In the event that a Project-specific CoC has not been approved, the LF Projects Code of Conduct listed at <https://lfprojects.org/policies> will apply for all Collaborators in the Project.
- 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. 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 Series Manager.

4. 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 will be transferred and assigned to LF Projects to hold on behalf of the Project. Any use of any Project Trademarks by Collaborators 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 the 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 community; and
 - ii. respect the rights of all trademark owners, including any branding and trademark usage guidelines.

6. Intellectual Property Policy

- a. Collaborators 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 Apache License, Version 2.0 available at <http://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 TAC-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/>). To the extent a contribution includes or consists of data, any rights in such data shall be made available under the CDLA-Permissive 2.0 License, available at <https://cdla.dev/permissive-2-0>.
 - 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 TAC 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 TAC.
 - d. Contributed files should contain license information, such as SPDX short form identifiers, indicating the open source license or licenses pertaining to the file.

7. Amendments

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