**THE LINUX FOUNDATION**

**Open-Orchestrator (Open-O) Project**  
**Directed Fund Project Participation Agreement**

Thank you for your interest in participating in the Open-Orchestrator Project (“OOP”). Please note that you must be a Member of the LF to be eligible to participate as a Premier or General Member of OOP. For further information, visit the Corporate Membership page at the LF Web Site.

Participants will enjoy the privileges and undertake the obligations described in the Open-Orchestrator Project Charter, Exhibit B, as from time to time amended by the Governing Board with the approval of The Linux Foundation (“LF”) and will comply with all such policies as the LF Board of Directors and/or the OOP Governing Board may from time to time adopt with notice to members, including but not limited to the intellectual property provisions relating to an OOP Member’s contributions set forth in the Charter. The Governing Board shall give all Premier and General Members at least thirty (30) days’ notice prior to the date on which any material change to the Open-Orchestrator Project Charter or any OOP policy or procedure governing intellectual property will be effective, such that the Member may resign its membership prior to the effective date. Regardless of membership, policies including intellectual property provisions may not be applied retroactively, and all contributions to OOP will be subject to the intellectual property provisions in place at the time the contribution was made unless the contributor explicitly accepts the new intellectual property provisions.

Please have this agreement executed by an authorized representative of the Linux Foundation member organization and send a copy in PDF form by email to [membership@linuxfoundation.org](mailto:membership@linuxfoundation.org). A countersigned copy will be returned to you by email for your records when your eligibility for membership has been confirmed and an invoice will be emailed to you for payment of applicable membership fees. Note that this is not an indication of interest; execution of this agreement creates an irrevocable, binding obligation for the member company to make the payments provided for and to otherwise perform in accordance with its terms.

For all members, an initial full year’s payment of fees is due upon receipt and acceptance of an executed membership agreement and payable within thirty (30) days of the date of invoice from the LF. Premier members undertake an initial two (2) year membership commitment as described below. All Fee amounts are irrevocable commitments based in US Dollars. In no event shall fees be refunded, upon a Member’s resignation or otherwise.

Notice of any increase in participation fees for the following calendar year will be given on or before October 15 in the current calendar year. Member’s participation for each calendar year, and its obligation to pay participation fees for the following calendar year, will renew annually, unless the applicant delivers written notice of non-renewal to the LF on or before December 1 of the current membership year. Applicant acknowledges that the LF and other OOP members depend upon reliable participation renewal information to budget effectively, and that the LF's ability to provide services to the OOP would suffer in the event of nonpayment of participation fees.

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

**Name of Member Company:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please check off your desired Membership class.

|  |  |  |
| --- | --- | --- |
| Select | Membership Class | Annual Membership Fees |
| \_ | Premier Member [1] | $100,000 |
| \_ | General Member | See Fee Scale |
| \_ | Associate (pre-approved non-profits and open source projects) | $0 |

[1] Premier membership requires an initial two (2) year membership commitment. One year’s fees are due on acceptance as a member, and the second year’s fees are due at the first anniversary of membership. The second year’s fees during the initial two year membership commitment are equal to the first year’s fee, and are not subject to any membership fee increases that may otherwise be in effect. At the end of the second year of membership, unless the applicant delivers written notice of non-renewal to the LF at least 30 days in advance, a pro-rated amount of the applicable fees for the remainder of that calendar year will be invoiced (and membership will proceed on a calendar-year based renewal cycle thereafter).

**General Membership Fee Scale:**

In calculating the appropriate fee for General membership, please indicate your current consolidated employee headcount here \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

|  |  |  |
| --- | --- | --- |
| Select | Consolidated Employees [2] | General Fees [3] |
| \_ | 5,000 and above | $50,000 |
| \_ | Between 2,000 and 4,999 | $25,000 |
| \_ | Between 500 and 1,999 | $10,000 |
| \_ | Less than 500 | $5,000 |

[2] Consolidated employees include all employees of the related companies, including any direct and indirect parent companies, and all sister and subsidiary entities. Employees do not include third party contractors.

[3] For General Members, at the first anniversary of membership, unless the applicant delivers written notice of non-renewal to the LF at least 30 days in advance, a pro-rated amount of fees for the remainder of that calendar year will be assessed (and membership will proceed on a calendar-year based renewal cycle thereafter).

**PR:**

* Please initial here if you ***do not want*** the LF to consider announcing your participation via press release: \_\_\_\_\_
* Please initial here if you ***do not want*** the LF to include your company logo on the OOP website: \_\_\_\_\_

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 applicant to these terms and obligations:

***SIGNATURE SECTION TO BE INCLUDED***

***EXHIBIT A - CONTACT INFO - TO BE INCLUDED***