**THE LINUX FOUNDATION**

**[Open-O] Project**

**Directed Fund Project Participation Agreement**

Thank you for your interest in participating in the [Open-O] 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-O] 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-O] 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.

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 Member1 | $80,000 |
| ☐ | 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 Employees1** | **General Fees2** |
| ☐ | 5,000 and above | $20,000 |
| ☐ | Between 2,000 and 4,999 | $15,000 |
| ☐ | Between 500 and 1,999 | $10,000 |
| ☐ | Between 50 and 499 | $5,000 |
| ☐ | Less than 50 | $1,000 |

1 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.

2 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:

Authorized Representative of Member Accepted:

|  |  |  |
| --- | --- | --- |
|  |  | THE LINUX FOUNDATION |
| (Print Member Name) |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
| Signature |  | Signature |
|  |  |  |
|  |  |  |
| Name |  | Name |
|  |  |  |
|  |  |  |
| Title |  | Title |
|  |  |  |
|  |  |  |
| Date |  | Date |

**Exhibit A**

**Contact Information Changes (if any):**

**Primary Contact (for all notices):**

Title:

Phone Number:

Email:

**Billing Contact/Title:**

Phone Number:

Fax:

Email:

Billing Address:

Please indicate acceptable method(s) for receiving invoices:

Hard copy via Federal Express\_\_\_\_\_\_\_\_ PDF via email\_\_\_\_\_\_\_\_\_\_

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**Exhibit B**

**[Open-O] Project** **Charter**

The Linux Foundation

Effective 22 January 2016

# Mission of [Open-O] Project (“OOP”).

The mission of OOP is to:

# create an [enterprise grade, open source MANO and SDN orchestration framework and code base, upon which end user service providers can build and run robust, industry-specific applications, platforms and hardware systems to support cloud, NFV and SDN environments].

# create an open source, technical community to benefit the ecosystem of OOP solution providers and users, focused on [network orchestration] use cases that will work across a variety of industry solutions;

# promote participation of leading members of the ecosystem, including developers, service and solution providers and end users; and

# host the infrastructure for OOP, establishing a neutral home for community infrastructure, meetings, events and collaborative discussions and providing structure around the business and technical governance of OOP.

# Membership.

* 1. OOP shall be composed of Premier, General and Associate Members. All Premier and General Members must be current corporate members of The Linux Foundation (at any level) to participate in OOP as a member. Anyone may propose a contribution to OOP’s technical codebase regardless of membership status. All participants in OOP, including Associate Members, enjoy the privileges and undertake the obligations described in this [Open-O] Project Charter, as from time to time amended by the Governing Board with the approval of The Linux Foundation (“LF”). During the term of their membership, all members will comply with all such policies as the LF Board of Directors and/or the OOP may from time to time adopt with notice to members.
  2. The Associate Member category of membership is limited to non-profits and open source projects, and requires approval by the Governing Board of OOP (“Governing Board”), or, if the Governing Board sets criteria for joining as an Associate Member, the meeting of such criteria. If the Associate Member is a membership organization, Associate Membership in OOP does not confer any benefits or rights to the members of the Associate Member.
  3. Premier Members shall be entitled to appoint a representative to the Governing Board in the event that there are fewer than sixteen (16) Governing Board representatives appointed by the Premier Members in total. In the event that there are sixteen (16) Governing Board representatives appointed by the Premier Members in total, then the Premier Members shall be entitled to annually elect sixteen (16) representatives to the Governing Board. Premier Members shall be entitled to appoint a representative to the Marketing Committee and any other committees established by the Governing Board.
  4. General Members shall be entitled to annually elect one representative to the Governing Board for every ten (10) General Members, up to a maximum of four (4) representatives, provided that there shall always be at least one (1) General Member representative, if there are one (1) or more General Members, even if there are less than ten (10) General Members. The election process shall be determined by the Governing Board.
  5. Premier Members, General Members and Associate Members shall be entitled to:
     1. participate in Project general meetings, initiatives, events and any other activities; and
     2. identify themselves as members of, or participants in, OOP.

# Governing Board

# Composition – the Governing Board voting members shall consist of:

# Up to sixteen (16) representatives appointed or elected by Premier Members per section 2.c.;

# Up to four (4) elected General Member representatives per Section 2.d.;

# one representative elected by the End User Technical Advisory Board, as defined in Section 6 below; and

# the Chair elected by the TSC, as defined in Section 4 below.

# Conduct of Meetings

# Governing Board meetings shall be limited to the Governing Board representatives and follow the requirements for quorum and voting outlined in this Charter. The Governing Board may decide whether to allow one named representative to attend as an alternate.

# The Governing Board meetings shall be confidential unless approved by the Governing Board. The Governing Board may invite guests to participate in consideration of specific Governing Board topics (but such guest may not participate in any vote on any matter before the Governing Board). The Governing Board should encourage transparency, including the public publication of public minutes within a reasonable time following their approval by the Governing Board.

# Responsibilities – the Governing Board shall be responsible for:

# approving a budget directing the use of funds raised by OOP from all sources of revenue;

# electing a Chair of OOP to preside over Governing Board meetings, authorize expenditures approved by the budget and manage any day-to-day operations;

# overseeing all Project business and marketing matters;

# adopt and maintain policies or rules and procedures for OOP (subject to LF approval) including but not limited to a Code of Conduct, a trademark policy and any compliance or certification policies;

# working with the TSC on defining and administering any programs for certification, including any Project certification or processes for OOP;

# coordinating with the EU-TAB (as defined in Section 6 below) to enable End User adoption, inclusion in technical community conversations and overall participation in OOP;

# approving procedures for the nomination and election of (1) General Member representatives to the Governing Board, and (2) any officer or other positions created by the Governing Board.

# voting on all decisions or matters coming before the Governing Board.

# Technical Steering Committee (“TSC”)

# Composition

# Startup Period: During the first six (6) months after project launch, the TSC voting members shall consist of one (1) appointed representative from each Premier Member and each Top Level Project Maintainer, provided that no company (including related companies or affiliates under common control) shall have more than three (3) votes on the TSC.

# Steady State: After the Startup Period, there shall be a nomination and election period for electing Contributors or Maintainers to the TSC. The TSC voting members shall consist of eleven (11) elected Contributors or Maintainers chosen by the Active Contributors. In the event that there are fewer than eleven (11) Active Contributors in total then the TSC shall consist of all Active Contributors. An Active Contributor is defined as any Contributor who has had a contribution accepted into the codebase during the prior twelve (12) months. The TSC shall approve the process and timing for nominations and elections held on an annual basis.

# TSC projects generally will involve Maintainers and Contributors:

* + 1. Contributors: anyone in the technical community that contributes code, documentation or other technical artifacts to the OOP codebase.
    2. Maintainers: Contributors who have the ability to commit code and contributions to a project’s main branch on an OOP project. A Contributor may become a Maintainer by a majority approval of the existing Maintainers.
  1. Participation in OOP through becoming a Contributor and/or Maintainer is open to anyone. The TSC may:
     1. establish work flows and procedures for the submission, approval and closure or archiving of projects,
     2. establish criteria and processes for the promotion of Contributors to Maintainer status, and
     3. amend, adjust and refine the roles of Contributors and Maintainers listed in Section 4.b., create new roles and publicly document responsibilities and expectations for such roles, as it sees fit.
  2. The TSC shall elect a TSC Chair, who will also serve as a voting member of the Governing Board, and is expected to act as a liaison between the Governing Board and technical leadership of OOP.
  3. Responsibilities: The TSC is responsible for:

1. coordinating the technical direction of OOP;
2. approving project proposals (including, but not limited to, incubation, deprecation and changes to a project’s charter or scope) in accordance with a project lifecycle document to be developed, approved and maintained by the TSC;
3. designating Top Level Projects;
4. creating sub-committees or working groups to focus on cross-project technical issues or opportunities;
5. coordinate technical community engagement with the End User (as defined in Section 6 below) community and with any End User SIGs (as defined in Section 6 below) with respect to requirements, architecture, implementation, use cases, etc.;
6. communicating with external and industry organizations concerning Project technical matters;
7. appointing representatives to work with other open source or standards communities;
8. establishing community norms, workflows or policies for releases;
9. discussing, seeking consensus, and where necessary, voting on technical matters relating to the code base that affect multiple projects; and
10. establishing election processes for Maintainers or other leadership roles in the technical community that are not within the scope of any single project.

# Marketing Committee

# Composition: the Marketing Committee shall consist of:

# one appointed voting representative from each Premier Member;

# non-voting representative(s) appointed by members of any other class of membership; and

# non-voting representative(s) appointed by the TSC.

# Responsibilities: The Marketing Committee shall be responsible for designing, developing and executing marketing efforts on behalf of the Governing Board. The Marketing Committee is expected to coordinate closely with the Governing Board, End User and technical communities to maximize the outreach and visibility of OOP throughout the industry.

# End User Technical Advisory Board (EU-TAB)

* 1. An End User is defined as any company running or intending to run an application or service as part of an industry solution that incorporates the technology produced by the OOP, who do not offer that application or service for sale to others.
  2. The EU-TAB shall be composed of members of OOP who are End Users. The EU-TAB shall approve new End User members. The Governing Board will approve an initial set of End User members sufficient to setup an EU-TAB.
  3. The EU-TAB shall coordinate the efforts of End Users through meetings, mailing lists, or creation of Special Interest Groups (SIGs).
  4. The EU-TAB may decide whether any meeting, SIG, or other End User activity shall be limited to members or open to non-member participants.
  5. The EU-TAB may elect one (1) representative to the Governing Board. The EU-TAB representative to the Governing Board shall be chosen from EU-TAB members that are not already represented on the Governing Board.

# Voting

* 1. While it is the goal of OOP to operate as a consensus based community, if any decision requires a vote to move forward, the representatives of the Governing Board, TSC, Marketing Committee or EU-TAB, as applicable, shall vote on a one vote per voting representative basis.
  2. Quorum for Governing Board, TSC, Marketing Committee or EU-TAB meetings shall require the presence of at least two-thirds of the voting representatives and representation of the lesser of four (4) members or 50% of the total members represented on that body. The Governing Board, TSC, Marketing Committee or EU-TAB may continue to meet if quorum is not met, but shall be prevented from making any decisions at the meeting.
  3. Except as provided in Section 13.d. and 14.a., decisions by vote at a meeting shall require a majority vote, provided quorum is met. Except as provided in Section 13.d. and 14.a., decisions by electronic vote without a meeting shall require a majority of all voting representatives.
  4. In the event of a tied vote with respect to an action that cannot be resolved by the Governing Board, the chair shall be entitled to refer the matter to the LF for assistance in reaching a decision. For all decisions in the TSC, Marketing Committee or other committee created by the Governing Board, if there is a tie vote, the matter shall be referred to the Governing Board.

# Antitrust Guidelines

* 1. All members shall abide by The Linux Foundation Antitrust Policy available at http://www.linuxfoundation.org/antitrust-policy.
  2. All members shall encourage open participation from any organization able to meet the membership requirements, regardless of competitive interests. Put another way, the Governing Board shall not seek to exclude any member based on any criteria, requirements or reasons other than those that are reasonable and applied on a non-discriminatory basis to all members.

# Code of Conduct

* 1. The Governing Board shall adopt a specific Project code of conduct, with approval from the LF.

# Budget

* 1. The Governing Board shall approve an annual budget and never commit to spend in excess of funds raised. The budget and the purposes to which it is applied shall be consistent with the non-profit mission of The Linux Foundation.
  2. The Linux Foundation shall provide the Governing Board with regular reports of spend levels against the budget. In no event will The Linux Foundation have any obligation to undertake any action on behalf of OOP or otherwise related to OOP that will not be covered in full by funds raised by OOP.
  3. In the event any unbudgeted or otherwise unfunded obligation arises related to OOP, The Linux Foundation will coordinate with the Governing Board to address gap funding requirements.

# General & Administrative Expenses

* 1. The Linux Foundation shall have custody of and final authority over the usage of any fees, funds and other cash receipts.
  2. A General & Administrative (G&A) fee will be applied by the Linux Foundation to funds raised to cover Finance, Accounting, and operations. The G&A fee shall equal 9% of OOP’s first $1,000,000 of gross receipts and 6% of OOP’s gross receipts over $1,000,000.
  3. Under no circumstances shall The Linux Foundation be expected or required to undertake any action on behalf of OOP that is inconsistent with the tax exempt purpose of The Linux Foundation.

# General Rules and Operations. The OOP project shall be conducted so as to:

* 1. 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 The Linux Foundation in the open source software community;
  2. respect the rights of all trademark owners, including any branding and usage guidelines;
  3. engage The Linux Foundation for all OOP press and analyst relations activities;
  4. upon request, provide information regarding Project participation, including information regarding attendance at Project-sponsored events, to The Linux Foundation;
  5. coordinate with The Linux Foundation in relation to any websites created directly for OOP; and
  6. operate under such rules and procedures as may from time to time be approved by the Governing Board and confirmed by The Linux Foundation.

# Intellectual Property Policy

# Members agree that all new inbound code contributions to OOP shall be made under the Apache License, Version 2.0 (available at <http://www.apache.org/licenses/LICENSE-2.0>). All contributions shall be accompanied by a Developer Certificate of Origin sign-off (<http://developercertificate.org>) that is submitted through a Governing Board and LF-approved contribution process. Such contribution process will include steps to also bind non-Member Contributors and, if not self-employed, their employer, to the licenses expressly granted in the Apache License, Version 2.0 with respect to such contribution.

# All outbound code will be made available under the Apache License, Version 2.0.

# All documentation will be contributed to and made available by OOP under the Creative Commons Attribution 4.0 International License (available at http://creativecommons.org/licenses/by/4.0/).

# 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 OOP’s mission, the Governing Board may approve the use of an alternative license for specific inbound or outbound contributions on an exception basis. Any exceptions must be approved by a two-thirds vote of the entire Governing Board and the LF and must be limited in scope to what is required for such purpose. Please email legal@[Open-O].org to obtain exception approval.

# Subject to available Project funds, OOP may engage The Linux Foundation to determine the availability of, and register, trademarks, service marks, and certification marks, which shall be owned by the LF.

# Amendments

* 1. This charter may be amended by a two-thirds vote of the entire Governing Board, subject to approval by The Linux Foundation.