

**Technical Charter (the “Charter”)  
for  
Cloud Hypervisor a Series of LF Projects, LLC**

**Adopted December 7, 2021**

This Charter sets forth the responsibilities and procedures for technical contribution to, and oversight of, the Cloud Hypervisor open source project, which has been established as Cloud Hypervisor 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 develop a Virtual Machine Monitor (VMM) that runs modern cloud workloads on top of a broad ISA set (IA, ARM etc.) of hardware architectures and platforms.
- b. The scope of the Project includes collaborative development under the Project Licenses (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, including all sub-projects (e.g, Rust Hypervisor Firmware).

**2. Advisory Board**

- a. The Advisory Board consists initially of one representative appointed by each organization listed in the ADVISORY\_BOARD file in the Project’s Community code repository. Any meetings of the Advisory Board are intended to be open to the public, and can be conducted electronically, via teleconference, or in person..
- b. The Advisory Board is responsible for crafting and communicating suggestions to the Architecture Committee and sub-project Maintainers.
- c. The Advisory Board is responsible for helping the LF draft and gain publication for external communications regarding the Project.
- d. The Advisory Board is responsible for advising on marketing and event participation by working with the LF for these activities.
- e. New additions to the Advisory Board can be made by a majority vote by the Advisory Board members.

### 3. Architecture Committee

- a. The Architecture Committee (the “AC”) is responsible for:
  - i. approving sub-project or system proposals (including, but not limited to, incubation, deprecation, and changes to a sub-project’s scope);
  - ii. resolving disputes among Contributors;
  - iii. adding and organizing sub-projects and removing sub-projects;
  - iv. approving procedures for the election of AC members;
  - v. creating sub-committees or working groups to focus on cross-project technical issues and requirements;
  - vi. appointing representatives to work with other open source or open standards communities;
  - vii. enforcing the CoC (as defined below);
  - viii. establishing community norms, workflows, issuing releases, and security issue reporting policies;
  - ix. recommending policies and processes for contributing (to be published in the CONTRIBUTING file) and coordinating with the series manager of the Project (as provided for in the Series Agreement, the “Series Manager”) to resolve matters or concerns that may arise as set forth in Section 7 of this Charter;
  - x. discussions, seeking consensus, and where necessary, voting on technical matters relating to the code base that affect multiple sub-projects or that involve disagreements among Contributors
- b. There are five voting members on the AC, and members will serve two-year terms (except as necessary to allow for the staggering of elections). Elections to determine membership on the AC will take place yearly, in April or as otherwise determined by the AC. Annual elections will be staggered so that two or three, as applicable, will be available for renewal at every election.
- c. Any active Contributor can run for a seat on the AC and is eligible to vote in the election of members to the AC. In order to encourage diversity, no more than two seats can be filled by individuals employed by the same organization or group of related companies.
- d. The current voting members of the AC will be listed in the GOVERNANCE file in the Project’s Community code repository. The AC may choose an alternative

approach for determining the voting members of the AC, and any such alternative approach will be documented in the GOVERNANCE file. Any meetings of the AC are intended to be open to the public, and can be conducted electronically, via teleconference, or in person.

- e. Sub-projects generally will involve Contributors and Maintainers. The AC may adopt or modify roles so long as the roles are documented in the CONTRIBUTING file. Unless otherwise documented:
  - i. Contributors include anyone in the technical community that contributes code, documentation, or other technical artifacts to the Project;
  - ii. Maintainers are Contributors who have earned the ability to review and accept Pull Requests defining changes to the repository; and
  - iii. A Contributor may become a Maintainer by a majority approval of the existing Maintainers. A Maintainer may be removed by a majority approval of the other existing Maintainers.
- f. Participation in the Project through becoming a Contributor and Maintainer is open to anyone so long as they abide by the terms of this Charter.
- g. Each sub-project has one or more Maintainers. Project maintainers are first and foremost active Contributors to the sub-project and are responsible for:
  - i. Setting technical directions for the sub-project;
  - ii. Facilitating, reviewing and merging contributions. They have write access to the project repository; and
  - iii. Creating and assigning project issues.
- h. The list of maintainers for a project is defined by the sub-project MAINTAINERS file.
- i. The AC may (1) establish workflow procedures for the submission, approval, and closure/archiving of projects, (2) set requirements for the promotion of Contributors to Maintainer status, as applicable, and (3) amend, adjust, refine and/or eliminate the roles of Contributors, and Maintainer, and create new roles, and publicly document any technical roles, as it sees fit.
- j. The AC may elect a AC Chair, who will preside over meetings of the AC and will serve until their resignation or replacement by the AC.

#### **4. AC Voting**

- a. While the Project aims to operate as a consensus-based community, if any AC decision requires a vote to move the Project forward, the voting members of the AC will vote on a one vote per voting member basis.
- b. Quorum for AC meetings requires at least fifty percent of all voting members of the AC to be present. The AC 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 AC.
- d. In the event a vote cannot be resolved by the AC, any voting member of the AC may refer the matter to the Series Manager for assistance in reaching a resolution.

## **5. 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 AC 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. All Collaborators must allow open participation from any individual or organization meeting the requirements for contributing under this Charter and any policies adopted for all Collaborators by the AC, 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 Collaborators in the Project community.
- e. 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.

## **6. 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.

## **7. 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.

## **8. 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 the following licenses (each such license, a “Project License”):
    - 1. either or both the Apache License, Version 2.0, available at <https://www.apache.org/licenses/LICENSE-2.0>, and/or the BSD 3 Clause license; or
    - 2. contributions will be made under the license or licenses specified in the sub-project’s repository (in each case, a “Repository License”), which Repository License will be an OSI-approved license listed as a “Popular License” by OSI.

- ii. All new inbound code contributions must also be accompanied by a Developer Certificate of Origin (<http://developecertificate.org>) sign-off in the source code system that is submitted through a AC-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 applicable Project License.
  - iv. Following the inception of the Project, 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. 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 AC 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 AC.
  - d. Contributed files should contain license information, such as SPDX short form identifiers, indicating the open source license or licenses pertaining to the file.

## **9. Amendments**

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