

Charter for Open Integration Hub Project

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Definitions

Cloud Ecosystem (also CES)

Association of the German Cloud Economy and Sponsor of the Open Integration Hub Project. Cloud Ecosystem or CES in this Charter also stand for a legally authorized representative of the Association who handles the tasks specified in this Charter.

CES Board

Executive Board of the registered Cloud Ecosystem Association (eingetragener Verein, e.V.). It exercises its rights and fulfills its duties in accordance with the Association's Articles of Association and is democratically elected by the members of the Association.

Open Integration Hub Community

All legal or natural persons who jointly promote the development of or actively use the Open Integration Hub Framework. Organized in the bodies and roles described in this Charter.

Open Integration Hub Framework

The Open Integration Hub Framework consists mainly of services, standard data models, sets of rules and connectors, which are published on GitHub and freely usable.

Open Integration Hub Member

Companies that promote the goals of the Open Integration Hub project through resources according to the published member model.

Open Integration Hub Project

The Open Integration Hub project describes the organizational framework and all tasks for the ongoing development and dissemination of the Open Integration Hub Framework. It is a legally dependent division of the Cloud Ecosystem.

1. Preamble

The Open Integration Hub project is a legally dependent project in accordance with Article 10.19 of the Articles of Association of Cloud Ecosystem e.V. The project has the following goals:

1. Provision and sustainable support of the Open Integration Hub Framework as an open source project;
2. Increase in the resources and performance of the Open Integration Hub Framework;
3. Reliable and long-term development and maintenance of the Open Integration Hub Framework;
4. International expansion of the Open Integration Hub Framework;
5. Active ongoing development of the open source community of the Open Integration Hub;
6. Structuring the collaboration in the open source community of the Open Integration Hub;
7. Regulation of the rights and duties of Open Integration Hub Members;

2. Organization

1. The Open Integration Hub project has the following bodies:

- a. **Board**

The highest body in the Open Integration Hub project with the composition, rights and duties specified under Section 4.

- b. **Committees**

Committee of representatives from each workgroup for the overarching coordination of operational tasks in the Open Integration Hub Project, as specified in more detail under Section 5.

- c. **Workgroups**

Group of experts in a field.

2. In addition to the bodies, whose members are determined by this Charter and mostly consist of members of the community, there is a **project team** with dedicated Cloud Ecosystem resources, which assumes defined coordination tasks for the Open Integration Hub project (see Section 8).

3. Collaboration

1. Natural persons or legal entities can contribute to the Open Integration Hub project. A legal entity names employees who adopt the following roles on the legal entity's behalf:
 - a. **Contributor**
A natural person who makes a contribution to the development of the Open Integration Hub Framework in accordance with the provisions in this Charter and under the selected open source license.
 - b. **Committer**
A contributor who is particularly committed to the development of the framework within the scope of a workgroup. The committer is obligated to participate in the regular meetings of this workgroup and to handle any tasks that arise. He or she receives a voting right in this workgroup as a result.
 - c. **Workgroup Manager**
A committer who is an elected manager of a workgroup. The Workgroup Manager is responsible for the coordination of the workgroup, in particular for holding regular meetings as well as assigning upcoming tasks and delivering results.
 - d. **Committee Member**
A committer who is an elected member of a committee in accordance with Section 5.
 - e. **Committee Manager**
A committee member who represents the committee on the Board. The Committee Manager is responsible for the coordination of the committee, in particular for holding regular meetings as well as assigning upcoming tasks and delivering results.
 - f. **Board Member**
A member of the Board with voting rights in the body.
2. Membership in Cloud Ecosystem e.V. is not a prerequisite for participation in the community. Community members do not acquire any rights or obligations with respect to CES, unless otherwise agreed in this Charter or in individual contracts.

4. Board

1. The Board is composed as follows:

- a. Each Strategic Member is entitled to appoint one member to the Board. If an appointed member is prevented from attending, an alternate may be appointed.
 - b. CES is entitled to appoint two members
2. The Committee Manager and the Project Team Manager or a representative will advise the Board, attend meetings and make proposals, but will not have the right to vote.
3. Resolutions to amend the Charter shall be adopted by a two-thirds majority; all other resolutions shall be adopted by a simple majority of all Board members. Resolutions can be adopted in meetings, conference calls or online. There shall be a quorum if at least 50% of the Board members or alternates take part in a vote.
4. Any Board member may resign from this position at any time without giving reasons and without having to terminate his or her participation in the project. The declaration shall be addressed to the Executive Board of CES, which shall inform the Board immediately.
5. The Board may neither represent the Open Integration Hub project nor CES in legal transactions. It solely has the tasks and powers defined in this Charter. They include in particular:
 - a. Representing the project to the public (not in legal transactions);
 - b. Defining the objectives and ongoing development of the project;
 - c. Convening, dismissing and initially filling committees;
 - d. Deciding on the ongoing development of the framework in the event of committee disagreement and disputes;
 - e. Amendments to this Charter in all respects, provided that such amendments are compatible with the Articles of Association of CES and approved by CES;
6. As part of the adopted financial plan, the Board can grant bodies such as committees, workgroups and the project team (see Section 8) their own defined expenditure authorizations, which the respective body can control through CES. The project team is responsible for monitoring and enforcing compliance with the expenditure authorization. It shall report to the Board on the expenditures by providing supporting documentation and shall inform it of any irregularities.
7. The Board shall adopt a governance policy in which the following aspects shall be regulated in particular:
 - a. Determination of the chairperson of the Board (management);
 - b. Frequency of meetings, the manner of invitation and holding of the meetings;
8. The governance policy and all resolutions are to be made available to the public.

5. Committee

1. Unless otherwise determined by a resolution of the Board, there are the following two committees:
 - a. Technology Committee
 - b. Business Committee
2. The committees' goal is the coordination of operational tasks and issues related to overarching topics and to make decisions in the event of disagreement within a workgroup. Committees are working bodies that implement the defined goals of the project. Committees have in particular the following privileges and tasks:
 - a. Generally for both committees in each case with respect to their own committee
 - i. Creating, dissolving or merging workgroups and subgroups
 - ii. Prioritization of tasks and assignment to the respective workgroups for processing
 - iii. Appointment and dismissal of committers
 - iv. Defining the general governance policy for workgroups and subgroups
 - b. For the Technology Committee
 - i. Management of the joint backlog & responsibility for a joint roadmap
 - ii. Compilation and planning of releases
 - iii. Making architectural decisions
 - c. For the Business Committee
 - i. Implementation of communication measures within and outside the Open Integration Hub Community
 - ii. Responsibility for community programs such as training sessions, community funded development & partner onboarding
3. Committees are composed of appointed or elected representatives from among the committers. The committee is always elected for one year, for the first time one year after its establishment.
4. The number of seats entitled to vote shall be set at a maximum of seven. The members of the committees are elected from the assigned workgroups with a simple majority for one year. It is important to strike a balance between expertise and representation of important workgroups in the election of members. Before the election, the respective committee shall set the topics to be represented, with consideration given to the proposals by the Board and the general strategic orientation.
5. The election must take place no later than one month before the end of the current committee's term of office and will be organized by the project team.

6. All committers and representatives of the Open Integration Hub members with corresponding privileges according to the Membership Model (see Section 10) are entitled to vote for the election of the committee members.
7. CES shall appoint one member of the project team to the respective committee with full voting rights.
8. Committee members must take part in votes, appoint a representative entitled to vote from among the contributors or cast their vote in advance. If no feedback is received from a committee member for more than three months, the committee is free to exclude the committee member from the committee.
9. A seat vacated by exclusion or resignation from the office shall be filled in an extraordinary election. This election shall not change the remaining composition of the committee or the general term of the election period.
10. Decisions in the committee shall be made by a two-thirds majority. There is a quorum if at least 2/3 of the votes are present or have been cast in advance.
11. The members of the committees elect a Committee Manager from among their ranks, and he or she shall handle the coordination of the body and can participate in meetings of the Board as a representative of the committee. The Committee Manager is elected with the election of the committee. Re-election is possible.
12. A committee sets a governance policy for itself, which regulates the type and frequency of meetings and the possible assignment of tasks within the group. The governance policy must be confirmed by the Board. The governance policy and resolutions adopted shall be made available to the public.

6. Workgroups

1. The workgroups bring together committers with expertise in specific areas to drive these issues forward in a systematic way and prepare the input from the Open Integration Hub community. Contributors can also participate in regular (online) meetings and make suggestions, but they do not have the right to vote.
2. Workgroups can be set up permanently or temporarily by
 - a. decision by a committee or
 - b. request by at least 25% of all contributors and committers
3. The respective workgroup decides on the appointment of new committers. The superordinate committee also has the authority to independently appoint or dismiss committers.
4. Workgroups are assigned to a committee and are to handle in particular the tasks prioritized there.

5. The committers of the workgroup elect a Workgroup Manager for 6 months at a time, with re-election being possible.
6. Workgroups operate in accordance with the governance policy adopted by the committee, but they may establish their own rules with the consent of the committee. This applies in particular to rules regarding the rights and obligations of the respective committers, the violation of which can lead to exclusion from the workgroup and loss of committer status.
7. Decisions are made democratically within the workgroup. They must be made unanimously, and at least 2/3 of the voting rights must be present. In case of disagreement, the respective committee decides.

7. Subgroups

1. Subgroups are groups below a workgroup for the purpose of focused handling of a workgroup's specific tasks.
2. Subgroups can be set up, dissolved or merged independently by a workgroup or by resolution of the committee.
3. The composition, tasks, internal organization and decision-making are to be determined when the subgroup is set up.

8. Project Team

1. The project team assumes the operational control of the activities of the Open Integration Hub project. In consultation with the Board, the project team shall be responsible for the planning, coordination and execution of all administrative, commercial and other necessary actions required to complete the project in accordance with the provisions of this Charter, agreements with the Board or otherwise at the reasonable discretion of CES. This includes in particular the following tasks:
 - a. Publication and communication of releases of the framework and the standard data models in coordination with the respective bodies
 - b. Prioritizing the backlog in consultation with the committee and developing the roadmap for the software
 - c. Quarterly reporting to members
 - d. Operation of a test instance
 - e. Quality assurance (for framework & connectors)

- f. Documentation & know-how transfer
- g. Developer support
- h. Attracting Open Integration Hub members
- i. Administrative management of the project
- j. Representation of the Open Integration Hub project

9. Funding

1. All activities in the Open Integration Hub project are to be carried out on a cost-covering basis. To cover the necessary expenditures and costs, contributions are made by third parties in the form of membership fees (see Section 10) or other fees. CES shall decide on the drafting, conclusion and termination of such contracts after consulting the Board.
2. The revenue generated for the project shall be used for the benefit of the project, in particular to fund the services to be provided by the project team with CES staff in accordance with Section 8. 25% of all revenue will be used by CES to compensate for commercial risks and administrative expenses from managing the project and hiring the central project team, as well as for general promotion of the cloud community.
3. The project team reports to the Board on the state of the finances, in particular in three defined reports:
 - a. Annual Report as of February 15 with reporting on income, costs and other expenditures for the purposes of the project and cash balance that the Association has as of December 31 for the project.
 - b. Semi-annual report up to July 31 with reporting on income and expenditures for the first half of the calendar year
 - c. Revenue planning for the following year as of October 30 of each year
4. On the basis of the revenue plan, the Board shall adopt a financial plan for the following year by December 15 of each year. To this end, the Board and project team for the preparation of the resolution to be adopted shall determine what services CES and the project team will provide for the project in the following year and what costs will be budgeted.
5. A budget carry-over from one calendar year to the next is possible after approval by CES. The budget may be reduced by the carry-over as a result of tax effects, but it will not be used by CES other than for the purposes of the Open Integration Hub project.
6. The Board's decision on the adoption of the financial plan is subject to approval by CES.

10. Memberships

1. Members of the Open Integration Hub support the ongoing development of the Open Integration Hub Framework and the Open Integration Hub Community by contributing resources. There are the following memberships:
 - a. **Strategic Member**
 - b. **Enterprise Member**
 - c. **Integration Member**
 - d. **Connected Member**
2. CES decides on the admission of new members and informs the Board about their admission.
3. The Board may encourage CES to terminate or otherwise end contracts with members. CES will decide after assessing the reasons.
4. CES decides on the conditions, rights and obligations of the members and will publish these on the website.

11. License of the Open Integration Hub Framework

1. All software created for the project is provided under Apache License Version 2.0 of January 2004 from the Apache Foundation.
2. CES will provide all software of the project and in particular all software to which rights are transferred to it by the contributors to the project under the Apache License Version 2.0 and publish the respective source code under this. Any Board member may call upon CES to fulfill this obligation in their own name, but for the account of the project. The assertion of this right is valid in particular judicially for the delivery of the appropriate declaration(s) and execution of all measures and actions necessary for this.

12. IP Rights

1. Only CES shall be entitled to apply for registration and maintain any possible registrable industrial property rights for rights or services to which the project is entitled. The Board must be heard in advance.

2. Property rights are registered and maintained at the cost of CES, unless the Board decides that they are to be covered from the budget of the Open Integration Hub project. The Open Integration Hub project is entitled to any income from the industrial property rights and their enforcement, provided that it covers the costs of registration and maintenance.

Conditions of Open Integration Hub Project

Preamble

Members of the Open Integration Hub will support the ongoing development of the Open Integration Hub Framework and the Open Integration Hub Community by contributing resources.

Types of Membership

- a. Strategic Member
- b. Enterprise Member
- c. Integration Member
- d. Connected Member

Fees and Benefits

Benefits	Connected Member	Integration Member	Enterprise Member	Strategic Member
Open Integration Hub Logo Usage	X	X	X	X
Profile on Open Integration Hub Website	X	X	X	X
Member Logo	X	X	X	X
Developer Support	Basic	Basic	Advanced	Advanced
Contents of the Training Program			X	X
Participation in the Onboarding Program				X
Voting Rights in the Election of Committees			X	X
Board Seat				X
Contributions				
Resources To Be Contributed	Connector Incl. Maintenance		At least 1 FTE	At least 2 FTEs
Member Fee p.a.	Free of Charge	€2,500	€75,000	€125,000

Benefits

1. Open Integration Hub Logo Usage

Every member gains access to the official Open Integration Hub logos for free use in marketing materials, presentations or their own website.

2. Profile on Open Integration Hub Website

Every member is listed on the Open Integration Hub website in the respective member category and linked to their own website. Enterprise and Strategic Members have the opportunity to describe their platform as a scenario involving the use of the Open Integration Hub Framework.

3. Member Logo

Each member receives a logo according to his, her or its status for free use.

4. Developer Support

Every member receives developer support. The scope of support is measured by the following two categories:

- a. Basic: Access to internal communication channels and the possibility to ask questions about connectors and get help from the workgroups and the central project team.
- b. Advanced: In addition to Basic, questions about the operation of the framework are possible and there is direct access by email & phone to the experts on the central project team.

5. Contents of the Training Program

Strategic and Enterprise Members can include their own training sequences on their platforms in the standardized courses of the Open Integration Hub project to explain the specifics of their platforms. During on-site training sessions, members can include space and speakers and thus establish direct contact with new members.

6. Participation in the Onboarding Program

Strategic Members can register for their platform as part of the central onboarding process and thus include Connected Members as new partners in their ecosystem.

7. Voting Rights for the Election of the Committee

Strategic Members and Enterprise Members shall receive not only the voting rights of the committers belonging to the member, but also voting rights for the election to occupy the committees. Enterprise Members receive one additional vote; Strategic Members two.

8. Board Seat

Strategic Members receive a seat on the Board of the Open Integration Hub project.

Contributions

1. Resources To Be Contributed

The Open Integration Hub project lives from the community's contributions.

Members are particularly committed and obligated, depending on their membership, to undertake the following:

- a. Connected Member: The published connector is permanently adapted over the term of the membership, and conformity with the current version of the Open Integration Hub Framework is ensured.
- b. Enterprise Member: Over the term of the membership, services for the Open Integration Hub project will be provided where the expenditure of time corresponds to an average of 40 working hours per week.
- c. Strategic Member: Over the term of the membership, services for the Open Integration Hub project will be provided where the expenditure of time corresponds to an average of 80 working hours per week.

In order to ensure the targeted use of resources, representatives of the partner and Cloud Ecosystem define the areas of deployment, the respective scope and the desired results in a partner contribution plan. This plan is formulated for one year at a time. The degree of fulfillment and alignment are adjusted on a quarterly basis in order to be able to make any necessary changes.

If the resources cannot be provided directly by the respective member, it is also possible to obtain the corresponding service via the Cloud Ecosystem in return for payment of an appropriate fee.

2. Member Fee

The fees are for 12 months. The fees must be paid 30 days before the start of the new fee year.