

# seL4 Foundation

## Good Standing Policy

In order to enable the financial stability and efficiency of the seL4 Foundation (as defined by the seL4 International Association in its **Articles of Association**), and in order to ensure consistent treatment of members, and pursuant to the articles on Expulsion, Termination, or Suspension of Members of the **Articles of Association**, the following rules shall apply:

1. All invoiced membership fee amounts must be paid by the invoice due date in order to remain in **good standing** and maintain full privileges as a member.
2. If any invoiced amount remains outstanding after the invoice due date, the **Member** is no longer in good standing and loses its participation rights, and the voting privileges of its **Director** representative(s), if any.
3. If any such invoiced amount remains outstanding after sixty days of invoice due date, the seL4 Foundation shall send a Notice to such **Member** that its membership will be terminated on the later of ninety days after the invoice due date or thirty days after the date of such Notice ("Termination Date") if such invoice has not been paid in full prior to or as of such date.
4. If any such invoiced amount remains outstanding on the **Termination Date**, or the **Member** has not proposed, and the seL4 Foundation has not accepted, an agreement resolving the payment failure by such date, the membership of such **Member** shall automatically terminate.
5. A **Member** that has proposed and been permitted to make payments under an agreement resolving the payment failure as described above may be terminated by the seL4 Foundation on fifteen days' notice if such **Member** at any time is more than thirty days overdue in making a payment under that agreement.
6. If approved by the affirmative vote of a majority of the **Directors** then in office, a member terminated for non-payment of invoiced amounts may apply to reinstate its membership. However:
  - a. Its current membership year shall remain unchanged;
  - b. Its membership rights, including any right it may have to nominate or appoint an individual(s) to serve on the **Board of Directors**, shall not commence until it has paid in full all previously invoiced amounts, and additional amounts, if any, invoiced thereafter; and

- c. Unless its reinstated membership is at a level that permits it to appoint an individual to represent it on the **Board of Directors**, it shall not be permitted to resume any representation it may have had on the **Board of Directors**, unless approved by a vote of the **Board of Directors**.
- 7. A terminated **Member** shall remain obligated to pay all outstanding amounts whether or not it applies for reinstatement, provided, however, that with the approval of the **Board of Directors**, a **Member** applying for reinstatement as a **Member** at a lower level of membership may be permitted to pay all outstanding amounts in full, and apply the excess to member fees owing with respect to future years of membership.