

Technical Charter (the “Charter”)
for
FD.IO Project a Series of LF Projects, LLC

This charter (the “Charter”) sets forth the responsibilities and procedures for technical contribution to, and oversight of, the **FD.IO Project**, which has been established as FD.IO Project a Series of LF Projects, LLC (the “Project”). LF Projects, LLC (“LF Projects”) is a Delaware series limited liability company. All contributors to the Project must comply with the terms of this Charter.

1. Mission and Scope of the Project; Guiding Principles

- a. The mission of the Project is to: (i) drive the evolution of IO services (IO, processing, and management agents for networking, storage, and other types of IO) through a neutral community delivering open source software that supports deployment models including cloud, NFV, container, bare metal networking, storage, and other types of IO, in order to create a high performance, modular, and extensible open source platform fostering innovation in IO services (the “Platform”); (ii) host a collection of projects that form a cohesive code base for open community based development, enhanced component compatibility and interoperability, greater choice and flexibility for data plane developers, and an open environment for IO services development and technology adoption; and (iii) support and maintain the strategic framework of the Platform through the technologies made available by the Project to make the Platform a success.
- b. The scope of the Project includes software development under an OSI-approved open source license 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 software project.
- c. Guiding Principles:
 - i. The Project will operate transparently, openly, collaboratively, and ethically. Project discussions, proposals, timelines, and status must not merely be open, but also easily visible to outsiders.
 - ii. FD.IO will consist of multiple, independent, projects.
 - iii. Technical decisions (including release decisions) for a project should be made by consensus of that project’s Committers. If consensus cannot be reached, decisions are made by a majority vote of a project’s Committers.

Committees on a project may, by majority vote, delegate (or revoke delegation of) any portion of the project's decisions to an alternate open, documented, traceable decision-making process.

- iv. The Charter and the Technical Community Document (as defined herein) should be interpreted in a way consistent with these principles.

2. Technical Steering Committee

- a. The Technical Steering Committee (the "TSC") will be responsible for all technical oversight of the open source Project.
- b. TSC Voting Members
 - i. "Startup Period": From date of creation of FD.IO a Series of LF Projects, LLC ("Project Launch") until twelve (12) months following Project Launch (such period the "Startup Period"), the TSC voting members will consist of those individuals named as TSC voting members on www.FD.IO.org.
 - ii. "Steady State": After the Startup Period, the size, makeup and procedure for determining voting members of the TSC will be as determined by the TSC and documented on the fd.io web site.
- c. Any meetings of the Technical Steering Committee are intended to be open to the public, and can be conducted electronically, via teleconference, or in person.
- d. Technical roles for the Project are as set forth in the Technical Community Document for the Project documented on the fd.io web site (the "Technical Community Document"). The Technical Community Document contains additional details concerning the technical governance of the Project, and participants in the Project must comply with the Technical Community Document.
- e. Technical participation in the Project is open to anyone so long as they abide by the terms of this Charter.
- f. The TSC may amend the Technical Community Document from time to time in accordance with Section 8.a. of this Charter.
- g. The TSC may elect a TSC Chair, who will preside over meetings of the TSC and will serve until their resignation or replacement by the TSC. The TSC Chair, or any other TSC member so designated by the TSC, will serve as the primary communication contact between the Project and the LF Networking Fund of The Linux Foundation.

- h. Responsibilities: The TSC will be responsible for all aspects of oversight relating to the Project, which may include:
 - i. coordinating the technical direction of the Project;
 - ii. in accordance with the Technical Community Document:
 - 1. approving project or system proposals (including, but not limited to, incubation, deprecation, and changes to a sub-project's scope);
 - 2. organizing and removing projects;
 - iii. creating sub-committees or working groups to focus on cross-project technical issues and requirements;
 - iv. appointing representatives to work with other open source or open standards communities;
 - v. coordinating community norms, workflows, issuing releases, and security issue reporting policies;
 - vi. amending the Technical Community Document;
 - vii. approving license exceptions under Section 7;
 - viii. approving and implementing policies and processes for contributing (to be published on the fd.io web site) and coordinating with the Series Manager to resolve matters or concerns that may arise as set forth in Section 7 of this Charter; and
 - ix. assisting in the coordination and communication among multiple projects of the Project.

3. TSC Voting

- a. While the Project aims to operate as a consensus based community, if any TSC decision requires a vote to move the Project forward, the voting members of the TSC will vote on a one vote per voting member basis.
- b. Quorum for TSC meetings requires at least a majority of all voting members of the TSC to be present. The TSC 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 TSC.

- d. In the event a vote cannot be resolved by the TSC, any voting member of the TSC may refer the matter to the Series Manager for assistance in reaching a resolution.

4. 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 TSC may adopt a code of conduct (“CoC”) for the Project, which is subject to approval by the Series Manager. Contributors to the Project will comply with the CoC or, in the event that a Project-specific CoC has not been approved, the LF Projects Code of Conduct listed at <https://lfprojects.org/policies/>.
- 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 participants must allow open participation from any individual or organization meeting the requirements for contributing under this Charter and any policies adopted for all participants by the TSC, 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 participants 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 LF Projects Manager.

5. 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 participants 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 LFP, Inc. or LF Projects, LLC.

6. 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, LFP, Inc. and other partner organizations in the open source software community; and
 - ii. respect the rights of all trademark owners, including any branding and trademark usage guidelines.

7. Intellectual Property Policy

- a. Participants 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 code contributions to the Project are subject to the following:
 - i. All new inbound code contributions to the Project must be made using the Apache License, Version 2.0 (available here: <https://www.apache.org/licenses/LICENSE-2.0>) (the “Project License”).
 - ii. All new inbound code contributions must also be accompanied by a Developer Certificate of Origin (<http://developercertificate.org>) sign-off in the source code system that is submitted through a TSC-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 Project License.
 - iv. 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 TSC 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 TSC. Contributed files should contain license information, such as SPDX short form identifiers, indicating the open source license or licenses pertaining to the file.

8. Amendments

- a. The Charter and the Technical Community Document may be amended by a two-thirds vote of the entire TSC and is subject to approval by LF Projects.