

**CHARTER OF THE  
OPEN SOURCE ROBOTICS ALLIANCE  
A PROGRAM OF THE OPEN SOURCE ROBOTICS FOUNDATION**

**01 MARCH 2024**

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## I. OPEN SOURCE ROBOTICS ALLIANCE

### ARTICLE 1

#### PURPOSE

- 1.1 The Open Source Robotics Alliance (“OSRA”) is a charitable program of the Open Source Robotics Foundation, Inc. (“OSRF”), a California nonprofit public benefit corporation exempt under Section 501(c)(3) of the Internal Revenue Code (“Code”). Subject to the control of the OSRF Board of Directors (the “Board”), the specific charitable purpose of the OSRA is to support, promote, protect and organize open-source software for robotic systems, and related activities that:
- a) sustain and evolve certain projects of the OSRF and surrounding software ecosystem(s) over time in response to changes in technology and the needs and requests of the user community;
  - b) provide technical oversight, in a vendor-neutral way, of certain projects of the OSRF;
  - c) support the provision of computing, network, storage and human resources to any project of the OSRF that has a bona fide requirement for such resources;
  - d) support the development and hosting of vendor-neutral specifications related to or relevant to the projects of the OSRF, including maintaining publicly accessible online repositories of these specifications;
  - e) support the maintenance of publicly accessible online repositories of certain projects of the OSRF and related documents, reference materials, and reports; and
  - f) further any achievement of OSRA’s charitable purposes.

### ARTICLE 2

#### MEMBERSHIP IN THE OSRA

- 2.1 Membership. OSRF allows membership-based participation in its OSRA by organizations and natural persons. OSRA members will have certain voting and other rights with respect to the OSRA, but are not voting members of OSRF as defined in Section 5056 of the California Nonprofit Corporation Law.
- 2.2 Classes of Membership. The OSRA has six classes of membership: (1) Platinum; (2) Gold; (3) Silver; (4) Associate; (5) Supporting Organization; and (6) Supporting Individual. The term “Member” or “Members” may be used to refer generically to a member or members in any class or altogether. The classes of Members are defined as follows:

- a) Platinum Members. Platinum Members shall consist of legal entities that meet all membership criteria and that have paid the Platinum membership dues.
  - b) Gold Members. Gold Members shall consist of legal entities that meet all membership criteria and that have paid the Gold membership dues.
  - c) Silver Members. Silver Members shall consist of legal entities that meet all membership criteria and that have paid the Silver membership dues.
  - d) Associate Members. Associate Members shall consist of non-profit, governmental, or academic entities that meet the membership criteria and that have paid the Associate membership dues.
  - e) Supporting Organization Members. Supporting Organization Members shall be legal entities that meet the membership criteria and that have paid the Supporting Organization membership dues.
  - f) Supporting Individual Members. Supporting Individual Members shall be natural persons who meet the membership criteria and who have paid the Supporting Individual membership dues.
- 2.3 Membership Requirements. As a general condition of accepting an applicant to be a Member, and as a condition of a Member's continued membership in the OSRA, all Members and applicants are required to abide by and remain in compliance with this OSRA Charter, the OSRA Membership Agreement, and any OSRF policies applicable to the OSRA, as they may be amended from time to time.
- 2.4 Admission to Membership. Membership in the OSRA shall be at the sole discretion of OSRF. Each applicant for admission shall complete a membership application form for the desired membership class, which is available on the OSRA website. The application shall be reviewed by the Chief Executive Officer ("CEO") of the OSRF (or other member of the OSRF management team as designated by the Board) who, in his or her sole discretion, shall determine whether the applicant qualifies for admission to the OSRA. If an applicant is found to meet the membership criteria, the applicant will be notified of their acceptance and will become a Member immediately upon signing the OSRA Membership Agreement and paying the required membership dues.
- 2.5 Termination of Membership. Members may resign at any time by providing written notice to OSRF. Unless otherwise stated in the resignation notice, membership will terminate immediately upon OSRF's receipt of such Member's resignation. No such resignation shall relieve the resigning Member of any accrued but unpaid obligations of such Member to OSRF. OSRF may terminate any Member's membership if such Member ceases to meet the membership criteria, breaches a material term of the OSRA Membership Agreement, the OSRA Charter, or any other applicable OSRF policy, or fails to pay the annual membership dues. Membership shall be terminated effective as of the date OSRF notifies such Member of its termination.

- 2.6 Annual Membership Dues. The Board shall adopt a schedule of annual membership dues applicable to each class of Members. Such dues may be amended by the Board from time to time and will be available online with the membership application.
- 2.7 Member Roll. OSRF shall keep a Member roll containing (i) the name and e-mail address of each Member; (ii) the date upon which the applicant became a Member; (iii) for each Member that is a legal entity, the name and contact information of one individual from the Member organization who shall serve as a primary contact for the organization, receive all correspondence, notices and information on behalf of the Member, and then distribute such correspondence, notices, and information within his or her Member organization; and (iv) for each Member who is an individual, such Member's name and contact information. Removal of any Member shall be recorded in the roll, together with the date of removal of such Member. Such roll shall be kept by the CEO of OSRF (or his or her designee). If the address or other contact information of a Member changes, it shall be the responsibility of the Member to provide OSRF with updated information.
- 2.8 Meetings and Actions of Members. Member meetings (either by separate membership class or the membership as a whole) may be called from time to time by the Board. Meetings shall be at such time and place as fixed by the Board. Written notice of meetings shall be given to each Member by e-mail sent to the Member's e-mail address on file with the OSRF at least 10 calendar days before the meeting. Meetings shall be held on the date and time designated on such notice, regardless of the number of Members that participate in the meeting.
- a) Action by members at a Meeting. Any action authorized by a majority of the votes cast at a meeting of the Members, or class of Members, will be an act of the Members or the class of Members, respectively.
- b) Action by Written Consent Without a Meeting. Any action permitted to be taken by the Members (or any class of Members) at a meeting may be taken by written consent without a meeting. Any written action distributed to the Members (or any class of Members) to vote on a matter shall set forth the proposed action, provide an opportunity to specify approval or disapproval of the proposal, and specify the date and method by which the written action must be returned to be counted in the final vote.
- 2.9 Proxies. Members shall be permitted to vote by proxy presented to or sent by e-mail to the CEO of OSRF or his or her designee in advance.
- 2.10 Nonliability. No Member of the OSRA is, as such, individually liable for the particular debts, liabilities, or obligations of the OSRF.
- 2.11 Transferability of Membership. No Member may transfer their membership in the OSRA or any right arising therefrom unless approved by the written consent of the

OSRF. Any purported transfer without such consent will be null and void. Notwithstanding the foregoing,:

- a) upon the completion of any acquisition or merger involving a single Member in which the member is not the surviving entity, the CEO in his or her discretion may permit such Member's membership to be transferred to the surviving entity for the remainder of the then-current membership year if the surviving entity qualifies for membership as provided in this Charter; provided, however, that the surviving entity shall remain liable for any unpaid membership dues, fees, or assessments of the disappearing Member;
- b) on the completion of any acquisition or merger involving two Members, one of the two memberships shall be deemed to expire as of the effective date of the merger, which election shall be made by the surviving entity provided the surviving entity qualifies for membership in the elected class; provided, however, that there shall be no proration or refund of membership dues, fees or assessments for the year of the acquisition or merger and the surviving entity shall remain liable for any unpaid membership dues, fees, or assessments for both memberships for the entire then-current membership year; and
- c) the Board in its discretion may permit a Member to transfer its membership to another entity if the transferee qualifies for membership in the transferring Member's class; provided, however, that the transferor and transferee shall be and remain jointly and severally liable for any unpaid membership dues, fees, or assessments of the transferring Member.

### **ARTICLE 3 RIGHTS OF OSRA MEMBERSHIP**

3.1 Voting Rights. Subject to the discretion of the Board, the Members shall have the following voting rights:

- a) The Platinum Members, Gold Members, Silver Members, Associate Members, and Supporting Individual Members shall have the right to vote, separately as a class, on any matters that may properly be presented to such Members for a vote.
- b) Each Platinum Member shall have the right to select one person to serve on the Technical Governance Committee (each, a "Platinum Representative" and together, the "Platinum Representatives"), subject to Section 4.3.
- c) The Gold Members voting as a class shall have the right to vote for one person to serve on the Technical Governance Committee for every three Gold Members (each, a "Gold Representative" and together, the "Gold Representatives") (for example, if there are nine Gold Members, there shall be three Gold Representatives), subject to Section 4.3.

- d) The Silver Members voting as a class shall have the right to vote for one person to serve on the Technical Governance Committee for every five Silver Members (each a “Silver Representative” and together, the “Silver Representatives”) (for example, if there are nine Silver Members, there shall be one Silver Representative), subject to Section 4.3.
  - e) The Supporting Individual Members voting as a class shall have the right to vote for one person to serve on the Technical Governance Committee (the “Supporting Individual Representative”).
  - f) The Associate Members voting as a class shall have the right to vote for one person to serve on the Technical Governance Committee as a non-voting participant (the “Associate Member Representative”).
  - g) The Supporting Organization Members shall have no voting rights.
- 3.2 OSRA Member Benefits. OSRF shall provide certain benefits to OSRA Members from time to time. It is expected that any such benefits will satisfy the safe harbour rules set forth in Section 513(i) of the Code and accompanying Treasury Regulations or Section 1.170A-13(f)(8) of the Treasury Regulations. If for any reason OSRF determines that a particular benefit does not satisfy one of these provisions, OSRF shall disclose the benefit to the Members and provide a good faith estimate of the value of the benefit.

## II. TECHNICAL GOVERNANCE COMMITTEE

### ARTICLE 4 TECHNICAL GOVERNANCE COMMITTEE

- 4.1 Advisory Committee of the Board. The Technical Governance Committee (“TGC”) is an advisory committee of the Board (provided, however, that the members of the TGC shall be appointed as specified in this Charter and not by the Board) that has been delegated general oversight authority over the OSRA and the technical affairs of the OSRA Projects, subject to the control of the Board.
- 4.2 Duties of the TGC.
- a) Review and approve the proposed activities of each Project Management Committee (“PMC”) on behalf of the Board;
  - b) Review and approve or reject Project Leader nominations received from each PMC;
  - c) Decide whether recommendations put forward by any subcommittees and PMCs should be recommended for approval by the Board;

- d) Approve formation of Special Interest Groups and the adoption and amendment of the charter of a Special Interest Group;
- e) Approve formation of Technical Committees and the adoption and amendment of the charter of a Technical Committee;
- f) Provide regular reports to the Board, at a frequency determined by the Board, on the activities of the TGC, its subcommittees, and any other entity or person involved in projects of the OSRA; and
- g) Any other duties delegated by the Board.

In addition, individual members of the TGC shall make themselves available to their representative class of Members and engage with such Members to gain insight, feedback, and opinions with regards to the charitable purpose of the OSRA and how best to achieve such purpose.

4.3 Number of TGC Members. The TGC shall consist of a variable number of members depending on the number of Members in each class of membership; provided, however, that the Board may cap the total number of TGC members if it determines that it is necessary for the efficient administration of the TGC. TGC members shall be members of an advisory committee of the Board and shall have voting rights with respect to their role with the TGC only, and shall not be voting “members” of OSRF as that term is defined in Section 5056 of the California Nonprofit Corporation Law.

4.4 Qualifications of TGC Members.

- a) Knowledge and Expertise. TGC members are required to have the technical knowledge, expertise, and skills necessary to engage in detailed technical discussions with the other members of the TGC and make informed decisions and recommendations based on their technical expertise.
- b) Position with OSRA Member. Each TGC representative of a Platinum, Gold, Silver, or Associate member must have a formal role (e.g., officer, director, employee, or consultant) with a Member during the entire term of service as a TGC member. If a TGC representative of a Platinum, Gold, Silver, or Associate member ceases to hold such a role, he or she will immediately be deemed to have resigned as a TGC member. Each TGC representative of the Individual Supporter member class must remain an Individual Supporting member. Upon termination of membership, the TGC Representative of the Individual Supporter member class will immediately be deemed to have resigned as a TGC member.
- c) Diverse Representation. In order to ensure a diversity of representation amongst the TGC members, except for the Project Leader Representatives, no more than two TGC members shall be allowed from any one Platinum Member, Gold Member, Silver Member, or Associate Member, or entities that are controlled by such Members (“control” shall mean the power to direct the principal business



management and activities, whether through majority board control, ownership of voting securities, by agreement, or otherwise), unless such entities are independent Members themselves.

4.5 TGC Members. The TGC members shall consist of the following, all of whom shall be natural persons:

- a) One person selected by the Board, who shall serve as the Chair of the TGC.
- b) One person selected by the Board, who shall serve as the OSRF Developer Advocate to the TGC (together with the Chair of the TGC, the “OSRF Representatives”).
- c) The Project Leader of each project of OSRA (together, the “Project Leader Representatives”).
- d) One Platinum Representative for each Platinum Member selected by the Platinum Members in accordance with Section 6.3. If a representative of a Platinum Member is serving as a Project Leader, that one person may serve both as a Project Leader Representative and the Platinum Representative.
- e) Gold Representatives selected as provided in Section 6.4.
- f) Silver Representatives selected as provided in Section 6.5.
- g) Sufficient representatives from each project of the OSRA (“Project Representatives”) to ensure that the total number of Project Leaders and Project Representatives is equal to the total number of Platinum Representatives, Gold Representatives, and Silver Representatives. The number of Project Representatives to be elected in each year shall be determined by the Board based on the number of Members in each year.
- h) One Supporting Individual Representative, selected by the Supporting Individual Members in accordance with Section 6.7.

4.6 Non-Voting Participants of the TGC. In addition to the voting members of the TGC, there shall be the following non-voting participants who will be permitted to attend the TGC meetings, but shall not have voting rights:

- a) One person selected by the Associate Members in accordance with Section 6.8 (the “Associate Representative”). The Associate Representative shall not be a voting member of the TGC, but may participate in the TGC discussions.
- b) One person selected by the Board to serve as secretary of the TGC and to support the Chair and Vice Chair, if any, of the TGC in the smooth operation of the TGC and its activities. The secretary shall not participate in discussion or decision-making, other than in an administrative capacity for the TGC.

- c) Certain person(s) selected by the Board as advisor(s) (the “OSRF-Appointed Advisors”). The OSRF-Appointed Advisor(s) shall not be a voting member(s) of the TGC, but may participate in the TGC discussions.
  - d) Any director or officer of the OSRF may participate in TGC meetings at any time. Unless such individual is otherwise a member of the TGC, he or she shall attend only in the capacity of a non-voting observer.
- 4.7 Officers of the TGC. There shall be a Chair of the TGC, who shall be a member of the TGC and selected by the Board pursuant to Section 4.5(a). The Chair shall preside at all meetings of the TGC. There shall be a Secretary of the TGC, who shall be a non-voting participant and selected by the Board pursuant to 4.6(b). In addition to the Chair and the Secretary, the TGC may appoint any other officers it deems necessary to carry on the activities of the TGC. Officers of the TGC shall serve only as officers of the committee and shall not be officers of OSRF.
- 4.8 Election and Term of TGC Members. Members of the TGC shall be elected annually. Elections for representatives to fill any vacancies will be held quarterly.
- 4.9 Expenses. TGC members shall bear their own costs and expenses for their participation in TGC meetings, travel, employee compensation, and incidental expenses.
- 4.10 Resignation and Removal. Any member of the TGC may resign at any time upon giving written notice to the Chair of the TGC. A resignation is effective when the resignation is delivered unless the resignation specifies a later effective date or an effective date determined upon the happening of an event or events. Any member of the TGC may be removed, with or without cause, by a decision of the Board at any time. Any Platinum Representative who represents a Platinum Member whose membership is terminated shall immediately cease to be a member of the TGC. Should terminations of memberships of Gold or Silver members cause a need for a reduction of Gold or Silver representatives on the TGC, the member class will be required to hold an election for the reduced number of representatives in the following quarter. Section 4.5(g) notwithstanding, this shall not necessitate a commensurate reduction in Project Representative seats for the remainder of their term.
- 4.11 Vacancies. Except as stated in Section 4.10 above, a vacancy shall be deemed to exist in the event that the actual number of members of the TGC is less than the total number required by Section 4.5 above.

## **ARTICLE 5**

### **MEETINGS, QUORUM, MAJORITY AND VOTING**

- 5.1 TGC Meetings. The TGC shall meet at least once per calendar quarter. Meetings of the TGC shall be held “on the record” and use the Chatham House Rule. All TGC members are required to comply with the Chatham House Rule at all times with respect to the content of TGC meetings. The Chair of the TGC shall preside over TGC meetings, or in

the Chair's absence, Vice Chair (if any), or by a temporary chair appointed by the Board. The Secretary of the TGC shall act as secretary of all meetings of the TGC, provided that, in his or her absence, the presiding chair shall appoint another person to act as secretary of the meeting.

- 5.2 Place of Meetings; Notice. Meetings may be held at any location selected by the Chair of the TGC, or his or her designee. Notice of meetings shall state the date, place, time of the meeting, and the agenda of items to be discussed at the meeting. Notice shall be given to each member of the TGC at least ten calendar days before any meeting that will be held exclusively by telephone or electronic means, or thirty calendar days before any meeting that will have an in-person meeting option. Such notices will be given either by telephone, including a voice messaging system, or by electronic mail. Notice of meetings need not be given to any TGC member who submits a signed waiver of notice whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to him or her.
- 5.3 Telephone or Electronic Meetings. Members of the TGC may participate in a meeting through the use of online teleconference software, conference telephone, videoconference, or similar communications device, provided that all TGC members participating in such meeting can (i) hear one another, (ii) speak to one another, and (iii) as far as the voting TGC members are concerned, cast definitively, although not simultaneously, their vote on the agenda items. Participation in these designated forms shall constitute presence at such meeting. Breakdowns, overloads, line failure, connection failure or any other event of the same or similar nature outside OSRF's control and related to the use of electronic means of participation shall not constitute a ground for annulment of a decision taken by the TGC, unless these constitute an irregularity as to the manner in which the decision is adopted. Such technical problems or incidents preventing or disrupting the participation by electronic means to the TGC or the vote must be clearly described in the minutes of the meeting.
- 5.4 Quorum; Votes. Unless otherwise provided herein, a simple majority of the voting members of the TGC shall be necessary to constitute a quorum. Unless stated otherwise herein, the act of a majority of the TGC members present at a meeting at which a quorum is present shall be the act of the TGC. Each member of the TGC shall have one vote on any matter brought before the TGC; provided, however, that if there is a vacancy in the OSRF Developer Advocate position, the vote of the OSRF Developer Advocate shall be cast by the Chair of the TGC. If one person is serving as both a Project Representative and the Platinum Representative, he or she may cast two votes by virtue of serving in two positions.
- 5.5 Proxies. Members of the TGC may vote by proxy presented to or sent by e-mail to the Chair of the TGC or the Secretary of the TGC in advance.
- 5.6 Attendance. Guests may attend the TGC meetings upon the invitation of the Chair of the TGC without the right to vote. The Chair of the TGC may, at his or her sole discretion, ask attending guests to leave any portion of a meeting.

5.7 Action by Written Consent Without a Meeting.

- a) Generally. Any action permitted to be taken by the TGC at a meeting may be taken by written consent without a meeting pursuant to this Section 5.7.
- b) Content of Written Actions. Any written action distributed to the members of the TGC to vote on a matter shall set forth the proposed action and provide an opportunity to specify approval or disapproval of the proposal.
- c) Time for Return of Written Action. All written actions shall provide a reasonable time within which to return them to the TGC and each action shall state on its face or in an accompanying notice the date by which it must be returned in order to be counted.
- d) Requirements for Valid Action. Approval by written consent shall be valid only when the number of votes cast by written consent within the time period specified equals or exceeds the required quorum set forth in this Charter for meetings, and the number of approvals equals or exceeds the number of votes that would be required to approve the action if the vote were taken at a meeting of the TGC.
- e) Solicitation Rules. Written actions shall be solicited in a manner consistent with the requirements for notice of TGC meetings. OSRF may send the written action and any related materials, and the TGC members may return the action, by electronic transmission, provided that the electronic transmission is delivered with information from which the Chair of the TGC can determine: (i) that the electronic transmission was transmitted by the TGC member (or by a person or persons authorized to act for the TGC member); and (ii) the date on which such TGC member or authorized person or persons transmitted such electronic transmission. Such electronic transmissions may be delivered to the principal place of business of OSRF or to the Chair of the TGC. All solicitations of written consent shall indicate the number of responses needed to meet the quorum requirement for valid action and shall state the percentage of affirmative votes necessary to approve the measure submitted for TGC approval.

5.8 Minutes. Minutes shall be kept of each TGC meeting.

5.9 Inspection Rights.

- a) The TGC shall publicly post on the website of the OSRA, or another website as approved by the Board, minutes of TGC meetings. The minutes shall use the Chatham House Rules and will be distributed to TGC members for approval prior to posting. TGC Members who do not wish that a piece of information be present in the publicly posted minutes must make this known to the Chair of the TGC within one week upon receipt of the draft of the minutes. The request will be accommodated upon the sole discretion of the TGC Chair.

**ARTICLE 6**  
**TGC MEMBER ELECTIONS**

- 6.1 OSRF Representatives. The OSRF Representatives shall be selected by the Board of the OSRF and may be changed from time to time at the discretion of the Board.
- 6.2 Project Leader Representatives. Each person who has been selected as an Project Leader shall automatically be a member of the TGC for so long as they serve as an Project Leader.
- 6.3 Platinum Representatives. Each Platinum Member shall elect their Platinum Representative at the time of their initial membership and whenever their membership is renewed. In the event of a vacancy in a Platinum Representative for any reason, the Platinum Member that elected such Platinum Representative shall select a new Platinum Representative. Each Platinum Member shall provide a statement describing the proposed Platinum Representative's qualifications to serve as a member of the TGC, including a description of his or her role within the Member organization.
- 6.4 Gold Representatives.
- a) Nominations. The Chair of the TGC, or his or her designee, shall solicit candidate nominations from the Gold Members. Gold Members shall be given at least two weeks to submit candidate nominations and the nominations shall include a statement describing the candidate's qualifications to serve as a member of the TGC, including a description of their role within their respective Member organization.
  - b) Ballot. The Chair of the TGC, or his or her designee, shall circulate a list of all qualified candidates nominated to serve as Gold Representatives to all Gold Members. Ballots shall be sent to each Gold Member via e-mail, at the most recently updated e-mail address provided by each Gold Member, and shall include, at a minimum: (i) the number of Gold Representatives to be elected; (ii) a description of each candidate's qualifications; (iii) each candidate's Member affiliation; and (iv) the date by which the ballot must be returned (which shall be no less than two weeks after the ballot is sent).
  - c) Election. Each Gold Member shall vote for the number of Gold Representative positions that are available using a voting method deemed appropriate by the TGC Chair.
- 6.5 Silver Representatives.
- a) Nominations. The Chair of the TGC, or his or her designee, shall solicit candidate nominations from the Silver Members. Silver Members shall be given at least two weeks to submit candidate nominations and the nominations shall include a statement describing the candidate's qualifications to serve as a member of

the TGC, including a description of their role within their respective Member organization.

- b) Ballot. The Chair of the TGC, or his or her designee, shall circulate a list of all qualified candidates nominated to serve as Silver Representatives to all Silver Members. Ballots shall be sent to each Silver Member via e-mail, at the most recently updated e-mail address provided by each Silver Member, and shall include, at a minimum: (i) the number of Silver Representatives to be elected; (ii) a description of each candidate's qualifications; (iii) each candidate's Member affiliation; and (iv) the date by which the ballot must be returned (which shall be no less than two weeks after the ballot is sent).
- c) Election. Each Silver Member shall vote for the number of Silver Representatives positions that are available using a voting method deemed appropriate by the TGC Chair.

#### 6.6 Project Representatives.

- a) Nominations. The Chair of the TGC, or his or her designee, shall solicit candidate nominations from the PMC Members of the OSRA Project with the respective vacancy. PMC Members shall be given at least two weeks to submit candidate nominations. Nominees must be members of a PMC throughout the entire period of service as a member of the TGC. Nominations shall include a statement describing the candidate's qualifications to serve as a member of the TGC, including a description of their role within their respective Member organization (if applicable), and PMC.
- b) Ballot. The Chair of the TGC, or his or her designee, shall circulate a list of all qualified candidates nominated to serve as Project Representatives to the specific OSRA Project's PMC Members. Ballots shall be sent to each PMC Member via e-mail, at the most recently updated e-mail address provided by each PMC Member, and shall include, at a minimum: (i) the number of Project Representatives to be elected; (ii) a description of each candidate's qualifications; (iii) each candidate's Member affiliation, if applicable; and (iv) the date by which the ballot must be returned (which shall be no less than two weeks after the ballot is sent).
- c) Election. Each PMC Member of the specific OSRA Project shall vote for the number of available Project Leader Representative positions using a voting method deemed appropriate by the TGC Chair.

#### 6.7 Supporting Individual Representative.

- a) Nominations. The Chair of the TGC, or his or her designee, shall solicit candidate nominations from the Supporting Individual Members. Supporting Individual Members shall be given at least two weeks to submit candidate nominations. Except for the first Supporting Individual Representative, nominees must have

been Supporting Individual Members for a period of at least one full year to be eligible to serve as a Supporting Individual Representative, and must remain a Supporting Individual Member throughout the entire period of service as a member of the TGC. Nominations shall include a statement describing the candidate's qualifications to serve as a member of the TGC, including a description of their role within their respective Member organization.

- b) Ballot. The Chair of the TGC, or his or her designee, shall circulate a list of all qualified candidates nominated to serve as Supporting Individual Representative to all Supporting Individual Members. Ballots shall be sent to each Supporting Individual Member via e-mail, at the most recently updated e-mail address provided by each Supporting Individual Member, and shall include, at a minimum: (i) a description of each candidate's qualifications; (ii) each candidate's Member affiliation; and (iii) the date by which the ballot must be returned (which shall be no less than two weeks after the ballot is sent).
- c) Election. Each Supporting Individual Member shall vote using a voting method deemed appropriate by the TGC Chair.

#### 6.8 Associate Representatives.

- a) Nominations. The Chair of the TGC, or his or her designee, shall solicit candidate nominations from the Associate Members. Associate Members shall be given at least two weeks to submit candidate nominations. Candidates must remain an Associate Member throughout the entire period of service as a member of the TGC. Nominations shall include a statement describing the candidate's qualifications to serve as a member of the TGC, including a description of their role within their respective Member organization.
- b) Ballot. The Chair of the TGC, or his or her designee, shall circulate a list of all qualified candidates nominated to serve as Associate Representative to all Associate Members. Ballots shall be sent to each Associate Member via e-mail, at the most recently updated e-mail address provided by each Associate Member, and shall include, at a minimum: (i) a description of each candidate's qualifications; (ii) each candidate's Member affiliation; and (iii) the date by which the ballot must be returned (which shall be no less than two weeks after the ballot is sent).
- c) Election. Each Associate Member shall vote for one Associate Representative using a voting method deemed appropriate by the TGC Chair.

### **ARTICLE 7**

#### **SPECIAL INTEREST GROUPS AND TECHNICAL COMMITTEES OF THE TGC**

- 7.1 Subcommittees of the TGC. From time to time as deemed necessary by the TGC, the TGC may establish the following types of subcommittees:

- a) Special Interest Groups. Special Interest Groups shall be established for the purpose of gathering information and/or gaining additional insight into a specific topic relevant to the activities and duties of the TGC. Special Interest Groups shall be established for a term of one year, which may be renewed for any number of additional one-year terms.
- b) Technical Committees. Technical Committees shall be established for the purpose of holding in-depth discussions and performing a specific task relevant to the activities and duties of the TGC. Technical Committees shall be established for a term of one year, which may be renewed for up to two additional one-year terms. All Technical Committees will automatically terminate after three years.

## 7.2 Membership.

- a) Special Interest Groups. The TGC shall appoint one or more individuals who may or may not be Members of the OSRA to serve on any Special Interest Group.
- b) Technical Committees. The TGC shall appoint one or more individuals to serve on any Technical Committee. Such individuals shall be TGC members or directors, officers, employees, or consultants of a Platinum Member, Gold Member, or Silver Member. The Chair of the TGC may participate as a voting member of any Technical Committee if he or she chooses. Technical Committees may invite non-TGC members as subject matter experts to participate in or attend meetings in order to assist the Technical Committee in the performance of its duties, but any such guests shall not be considered members of the Technical Committee and shall have no voting rights.

## 7.3 Governance.

- a) Special Interest Groups. Subject to the requirements of this Charter, each Special Interest Group shall adopt a charter that specifies the purpose of the subcommittee, as delegated by the TGC, and how the subcommittee will be governed, including meeting frequency and notice requirements. The meeting schedule shall be announced publicly on the OSRA webpage.
- b) Technical Committees. Subject to the requirements of this Charter, each Technical Committee shall adopt a charter that specifies the purpose of and the specific task to be performed by the Technical Committee, as delegated by the TGC, and how the subcommittee will be governed, including meeting frequency and notice requirements.
  - (a) Quorum. At least two-thirds of the Technical Committee members are necessary to constitute a quorum.
  - (b) Voting. Each Technical Committee member shall have one vote. Ideally, there will be consensus amongst the Technical Committee members for adopting any recommendation(s), but the vote of at least two-thirds of all



members of the Technical Committee is necessary in order for a recommendation to be adopted. The Chair of the Technical Committee shall be responsible for administering the vote and shall use an appropriate electronic method that allows all Technical Committee members sufficient time to vote, irrespective of attendance at any one Technical Committee meeting. If, at the end of the voting period, a Technical Committee member has not provided their vote, that member shall be listed as abstaining.

(c) Minutes. A Technical Committee is not required to keep formal minutes of discussions held; however, minutes of decisions taken regarding recommendation(s) to be made to the TGC shall be kept and provided to the TGC as part of providing those recommendation(s). The minutes shall include the vote of each Technical Committee member.

7.4 Reports to TGC. The report of a subcommittee must be provided in writing to the Chair of the TGC at least eight days before the TGC meeting at which it is to be presented and/or discussed. The output of a Technical Committee shall be one or more recommendations to the TGC regarding the task that the Technical Committee was provided with in its charter.

7.5 Authority. Subcommittees shall constitute advisory committees of the Board, pursuant to Article 8.6 of the OSRF Bylaws; provided, however, that the members of the subcommittees shall be appointed as specified in this Charter and not by the Board. They shall be subject to the control of the TGC and, ultimately, the control of the Board. The Chair of the TGC shall have the right to attend and speak at any meeting of any subcommittee established by the TGC, and to participate in any and all decision making in any subcommittee established by the TGC. The Chair of the TGC is exempt from any attendance requirements.

7.6 Expenses. Subcommittee members shall bear their own costs and expenses for their participation in meetings, travel, employee compensation, and incidental expenses.

### III. PROJECTS OF THE OSRA

#### ARTICLE 8 PROJECTS OF THE OSRA

- 8.1 Projects. A project of the OSRA (“OSRA Project”) is any open-source project under the purview of OSRF whose governance it has delegated to the OSRA. An OSRA Project shall continue until terminated, for any reason, by a vote of the Board. Upon termination as an OSRA Project, governance of said project reverts to the OSRF.
- 8.2 Project Charters. For each OSRA Project, the TGC shall adopt a Project Charter containing, but not limited to, the following items:
- a) The name(s) of the OSRA Project.
  - b) The Project Governance Structure, defining who shall govern the OSRA Project, as set forth in Section 8.3.
  - c) How the OSRA Project publicizes the names of the Project Leader, PMC members, and Project Committers.
  - d) How and how often the OSRA Project shall provide reports on its activities to the TGC.
  - e) How and how often the OSRA Project shall provide reports on its activities to the Contributors and Users (both defined in 8.3).
  - f) How often the PMC for the OSRA Project shall meet, at a minimum.
  - g) How meetings of the PMC must be conducted.
  - h) How decisions of the PMC must be made.
  - i) The specific duties and rights of the PMC, Project Leader, PMC members, and Committers, in addition to those listed in this Charter.
  - j) The public and private documents required to be provided and maintained by the PMC, if any.
  - k) The rights of a PMC member within the OSRA Project and a singular process for how a natural person obtains the status of PMC member.
  - l) The rights of a Committer within the OSRA Project and a singular process for how a natural person obtains the status of Committer for the specific OSRA Project.
  - m) Process for ensuring that a minimum of fifty-one percent (51%) of PMC members are Committers of the OSRA Project.

- n) A mechanism for the creation of Working Groups by the PMC, as detailed in Section 8.5(f) of this Charter.
- o) Process for ensuring that the OSRA Project enacts OSRA-wide technical policies specified by the TGC.
- p) The decisions made by the PMC for the OSRA Project for which they must seek ratification by the TGC, if any.
- q) Sufficient oversight of all OSRA Project activities by the TGC to provide the TGC and the Board with confidence that each OSRA Project is being managed and executed correctly in keeping with the technical goals and charitable purposes of the OSRA.

8.3 Project Governance Structure. For each OSRA Project, the TGC shall establish a Project Governance Structure that includes:

- a) One Project Leader, as described in Section 8.4;
- b) One PMC, as described in Section 8.5;
- c) One or more Committers, as described in Section 8.6;
- d) Within the project governance structure, the following informal positions shall be acknowledged but not granted any special rights or privileges with respect to the OSRA Project:

(a) Contributor. A Contributor is a natural person who has provided some material “contribution” to an OSRA Project in the form of new or revised source code, new or revised documentation, and/or new or revised other such assets as the Project uses. A contribution could be a written submission, written disclosure, or confirmation in writing of an oral submission or disclosure, of any technical information, proposed designs or improvements, recommendations, comments or other materials to an OSRA Project.

(b) User. A User is a natural person who makes use of the software and/or other assets provided by an OSRA Project under an Open Source License approved by the Open Source Initiative (OSI), a California public benefit corporation founded in 1998.

8.4 Project Leader. Each OSRA Project shall have one Project Leader who shall serve at the pleasure of the TGC and/or the Board. Except for the first Project Leader of each OSRA Project, who shall be selected by the Board, candidates shall be nominated by the PMC Members; a final list of candidates will be selected by the TGC, subject to the discretion of the Board. The PMC Members will elect the Project Leader from the final list of candidates selected by the TGC, using a voting method deemed appropriate by the

TGC Chair. Candidates for Project Leader must have served as a PMC Member for that same OSRA Project for a minimum of one year and must demonstrate that he or she has sufficient time and availability to lead the OSRA Project effectively and proactively. Project Leaders shall be appointed for a term of one year commencing on January 1<sup>st</sup> of each year, which terms may be renewed any number of times by the TGC. The Project Leader's responsibilities shall include, but are not limited to, the following:

- a) Organize and hold meetings of the PMC for their OSRA Project;
- b) Coordinate the work of the PMC in achieving the goals of the OSRA Project;
- c) Represent the OSRA Project on the TGC, including providing the position of the OSRA Project in regard to discussions held, decisions being taken, and resolutions being made; casting the vote of the OSRA Project in decision making; and providing reports on the activities of the PMC for their OSRA Project.
- d) Provide sufficient oversight of all OSRA Project activities to provide the TGC and the Board with confidence that each OSRA Project is being managed and executed correctly in keeping with the technical goals and purposes of the OSRA.

8.5 Project Management Committees. The TGC shall create a PMC for each OSRA Project, which will provide technical guidance to the OSRA Project, subject to the control of the TGC and the Board. The Project Leader shall be the Chair of the PMC.

- a) PMC Membership. The Chair of the TGC, the Project Leader of the OSRA Project, and at least one Supporting Individual Representative shall be members of the PMC. Each additional candidate for a PMC shall first participate in a period of mentorship lasting no less than one week with one to three current PMC members. After the period of mentorship, the mentors shall recommend or not recommend the candidate for membership to a PMC. The PMC shall then make a determination whether to accept or reject the mentor's recommendation. PMC members shall serve at the discretion of the TGC and/or the Board. By a majority vote of the PMC, the PMC may recommend to the TGC the removal of a PMC member. PMC members may be removed at any time, with or without cause, by the TGC or the Board.
- b) Supporting Individual Representative. Supporting Individual Members will elect one or more Supporting Individual Representatives for each PMC. The manner of election will be the same as stated in Section 6.7 above.
- c) Rights of PMC Members. Once accepted for membership, PMC members may attend all meetings of the PMC for which he or she is a member and vote on any matters to be decided by the PMC. PMC members may also have any additional rights set forth in the relevant Project Charter, as described in Section 8.2. Each PMC member shall have one vote on any matter to be decided by the PMC, provided, however, that the Chair of the TGC shall have two votes if necessary to break a tie.

- d) Duties of PMC.
  - (a) Setting OSRA Project-specific processes and requirements in line with or in aid of realizing, OSRA policies specified by the TGC;
  - (b) Setting repository management policies for the OSRA Project's repositories and other related online entities such that the operation of the OSRA Project is as friction-free as is practicable, and Committers of the OSRA Project are not overly burdened;
  - (c) Creating and maintaining one or more publicly accessible roadmaps for the OSRA Project;
  - (d) Discussing and taking decisions within the scope of the OSRA Project, as necessary;
  - (e) Enacting directives received from the TGC for the OSRA Project;
  - (f) Making requests for budget to the TGC to cover OSRA Project costs; and
  - (g) Any other duties as assigned by the TGC or Board.
- e) Recordkeeping. A PMC is not required to keep formal minutes of discussions held. However, a PMC must document decisions taken, and provide those records to the TGC as part of providing the report on the activities of the PMC. These records shall include the method of decision-making and, in the case of a vote, the vote of each PMC member.
- f) Working Groups of PMC. A PMC may establish working groups from time to time as it deems necessary or appropriate to carry out its duties with respect to the OSRA Project (a "Working Group"). Each Working Group shall have a Charter governing its operation provided by the establishing PMC upon the establishment of the Working Group. Working Groups shall serve solely in an advisory capacity to the PMC. Working Group meetings shall be held "in the open," with participation open to any natural person who wishes to join on an irregular or on-going basis. The terms for Working Groups shall be established at the time of creation and may be renewed as determined by the PMC.
- g) Termination of a PMC. If the TGC decides, for whatever reason, to suspend a PMC, then all rights of the PMC members and Committers for that OSRA Project shall be suspended immediately. The TGC will then specify conditions for resumption of the PMC, or recommend termination to the Board. Any PMC member may appeal this decision to the TGC, or directly to the Board.
- h) Expenses. PMC members (including any members of the Working Groups) shall bear their own costs and expenses for their participation in OSRA Project activities, meetings, travel, employee compensation, and incidental expenses.

- 8.6 Committees. Each OSRA Project shall have one or more Committees whose rights are specific only to that OSRA Project.
- a) Appointment as a Committee. Except for the initial Committees, to be selected by the Board upon establishment of the OSRA Project, each potential Committee shall first participate in a period of mentorship lasting no less than one week by one current PMC Member who is also a Committee for that specific OSRA Project. After the period of mentorship, the mentor shall recommend or not recommend the candidate for appointment as a Committee. The PMC shall then make a determination whether to appoint the candidate as a Committee, or not. Committees shall serve at the discretion of the TGC and/or the Board. The process for becoming a Committee shall be made publicly available on the OSRA webpage.
  - b) Rights and Responsibilities of Committees. Each Committee shall have the right to commit to one or more of an OSRA Project's repositories, as appropriate and determined by the PMC in accordance with the Project Charter, and approve or reject contributions to the OSRA Project from Contributors. Committees have their first duty to their OSRA Project, not the PMC or Project Leader. Committees are required to report any and all irregularities in the operation and execution of their OSRA Project to the TGC.
  - c) Removal of Committee. A Committee may be removed from their position in an OSRA Project by a decision of the PMC for that OSRA Project, or by a decision of the Board. In the case of the PMC making the decision, the Committee in question shall have the right to appeal the decision to the TGC and/or the Board. In the case of the TGC making the decision, the Committee and/or the Project Leader may appeal the decision to the Board.
  - d) Expenses. Committees shall bear their own costs and expenses for their participation in OSRA Project activities, meetings, travel, employee compensation, and incidental expenses.

#### **IV. ADDITIONAL PROVISIONS**

##### **ARTICLE 9 WORKING LANGUAGE**

- 9.1 Working Language. The working language of the OSRA shall be English. In case of dispute relating to this Charter, the official published English version shall prevail. Towards third parties the official published English version is the only relevant version.

##### **ARTICLE 10 CONFIDENTIALITY**

- 10.1 Confidentiality. All Members shall keep confidential any and all of the other Members' and OSRF's confidential, proprietary, or trade secret information to which such

Member has access during their membership in the OSRA. Confidential information shall mean information relating to OSRF or a Member that is not, as of the time of determination, publicly known or available. Without limitation, confidential information shall be deemed to include non-public information relating to OSRF or a Member provided orally or in writing. Confidential information shall not include information that is or has been independently developed or obtained by any party without use of, or reference to, non-public information that was provided in connection with OSRA. All references to confidential information related to OSRF or a Member shall also include information related to “Affiliates” of such party. Affiliate shall mean, with respect to any party, any individual, corporation, partnership, company (whether with or without limited liability), association, joint venture, trust, governmental agency or other entity that is controlling of, controlled by or commonly controlled by such party. For purposes of the preceding sentence, “control” shall mean the power to direct the principal business management and activities, whether through board control, ownership of voting securities, by agreement, or otherwise.

## **ARTICLE 11**

### **ANTITRUST**

- 11.1 Antitrust. Each Member acknowledges that the Members are committed to furthering the charitable and educational purposes of OSRF. The Members further acknowledge that some of them may compete with one another in various lines of business and that it is therefore imperative that they and their representatives act in a manner that does not violate any applicable antitrust laws and regulations. Without limiting the generality of the foregoing, the Members acknowledge that the Members that are competitors shall not discuss issues relating to absolute or particular product costs, product pricing, methods or channels of product distribution, any division of markets, or allocation of customers or any other topic that would be prohibited by applicable antitrust laws. Accordingly, each Member hereby assumes responsibility to provide appropriate legal counsel to its representatives acting according to this Charter regarding the importance of limiting their discussions to subjects that relate to the charitable purpose of the OSRA and/or the OSRF, whether or not such discussions take place during formal meetings, informal gatherings, or otherwise.

## **ARTICLE 12**

### **FREEDOM OF ACTION**

- 12.1 Freedom of Action. Neither participation in the OSRA nor the OSRF’s approval or release of a specification or software program shall require any Member or any of its Affiliates to use or implement the specification or software program, to preclude any Member or any of its Affiliates from developing or employing additional, competing, or alternative products or specifications or software programs, or to foreclose taking a different course of action should any Member or any of its Affiliates so desire. No provision of this Charter or the OSRA Membership Agreement shall be interpreted to prevent any Member or any of its Affiliates from engaging in any other activities or business ventures, independently or with others, whether or not competitive with the

activities contemplated herein or those of any Member or any of its Affiliates and regardless of the effect thereof on OSRF, and OSRF and the other Members shall have no rights in and to such independent ventures or the income or profits derived therefrom, and the pursuit of any such venture, even if competitive with the business of OSRF, shall not be deemed wrongful or improper. Subject to the OSRA Membership Agreement, nothing contained herein or in the OSRA Membership Agreement shall prohibit any Member or any of its Affiliates from licensing, selling, transferring or otherwise granting rights in any of its patents at prices and terms and conditions that it sets in its sole discretion without the agreement or permission of OSRF or any other Member or any of its Affiliates. No Member or Affiliate thereof shall be obligated to present any particular investment opportunity to OSRF even if such opportunity is of a character that, if presented to OSRF, could be taken by OSRF, and any Member or Affiliate thereof shall have the right to take for its own account (individually or as a partner or fiduciary) or to recommend to others any such particular investment opportunity.

**ARTICLE 13**  
**AMENDMENT**

- 13.1 Amendment to Charter. This Charter may be amended at any time by the Board. Upon a vote of two-thirds of the TGC members present at a meeting at which a quorum is present, the TGC may recommend amendments to this Charter to the Board. The Board may approve or reject such recommended amendments in its sole discretion.