

THE LINUX FOUNDATION

Civil Infrastructure Platform Participation Agreement

Thank you for your interest in participating in the Civil Infrastructure Platform (the “CIP”). CIP participants will enjoy the privileges and undertake the obligations described in the CIP Charter, [Exhibit A](#), as from time to time amended by the Governing Board with the approval of The Linux Foundation (“LF”). **Please note** that (in the case of Platinum and Silver Memberships) you must be a Corporate Member of the LF to be eligible to participate as a member of the CIP. For further information, visit the [Corporate Membership](#) page at the LF Web Site. Linux Foundation annual membership fees vary by tier. The Silver membership fee scale for membership in the Linux Foundation ranges, as of the date of this Agreement, from \$5,000 to \$20,000 per year depending upon an organization’s consolidated headcount. Membership fees for participation in the CIP are in addition to Linux Foundation membership fees.

Upon completion in full of this agreement, please sign and send a copy of this agreement in PDF form by email to membership@linuxfoundation.org, and an invoice will be sent to you. In each case, a countersigned copy of this application will be returned to you by email for your records when your eligibility for membership has been confirmed. Membership rights and privileges will not commence until payment in full of membership fees have been received by the LF.

Contact Information: If you are an existing LF member, all legal, billing and financial notices from the LF relating to your participation will be sent to the individuals already on file with the LF under those categories unless you designate a different individual in [Exhibit A](#):

Name of Member Company: _____

Please check off your desired Membership class. In calculating the appropriate fee for Silver membership, please indicate your consolidated employee headcount for the preceding fiscal year.

Select	Membership Class	Annual Membership Fees ²
<input type="checkbox"/>	Platinum	\$200,000
<input type="checkbox"/>	Silver	See Fee Scale
<input type="checkbox"/>	Associate ¹	\$0

Silver Membership Fee Scale:

Select	Consolidated Employees ³	Silver Fees ²
<input type="checkbox"/>	3,000 employees and above	\$20,000

<input type="checkbox"/>	Between 1000 and 2,999	\$15,000
<input type="checkbox"/>	Less than 1000	\$5,000

¹ Requires approval by the CIP Governing Board for acceptance

² All fee amounts are based in US Dollars. An initial full year's payment of fees is due upon Membership. At the first anniversary of membership a pro-rated amount of fees for the remainder of that calendar year will be assessed (and membership will proceed on a calendar-year based renewal cycle thereafter).

³ Consolidated employees include all employees of the related companies, including any parent company, sister, or subsidiary entities, excluding third party contractors.

PR: Please initial here if you ***do not want*** the LF to announce your participation via press release: ____

Please initial here if you ***do not want*** the LF to include your company logo at the CIP Website: ____

By signing below, the member acknowledges and agrees that, when signed and accepted by the LF, this agreement represents a binding contract between the parties and commits the applicant to the following terms and obligations:

1. Member will make payment of the annual participation fee within thirty days of date of invoice from the LF. Notice of any increase in participation fees for the following calendar year will be given on or before November 15 in the current calendar year; provided, however, that in the case of a two-year membership commitment, membership fees for the second year of membership will not be increased.

2. Member's participation for each calendar year, and its obligation to pay CIP participation fees for the following calendar year, will renew annually, unless the applicant delivers written notice of non-renewal to LF on or before December 1 of the current CIP membership year. Member acknowledges that LF and other foundation members depend on reliable participation renewal information to budget effectively, and that the LF's ability to provide services to foundation members will suffer in the event of nonpayment of Member's participation fees.

3. Applicant will comply with all such policies as the LF Board of Directors and/or the CIP may from time to time adopt with notice to CIP members.

Member Authorization:

Accepted:

(Print Applicant Name)

THE LINUX FOUNDATION

By: _____
(signature)

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Contact Information Changes (if any):

Technical Contact: _____

Phone No: _____

Fax No.: _____

E-Mail: _____

Legal/Financial Notices: Name/Title: _____

Phone No: _____

Fax No.: _____

E-Mail: _____

Billing Contact/Title: _____

Phone/Fax No: _____

Email: _____

Billing Address: _____

Please indicate acceptable method(s) for receiving invoices:

Hard copy via Federal Express _____ .PDF via email _____

Exhibit A

Civil Infrastructure Platform

Charter

The Linux Foundation

Effective April 6th, 2016

1. Mission of the Civil Infrastructure Platform (the “CIP”).

- a. Create an open source, technical community to benefit the ecosystem of Linux and open source software within civil infrastructure.
- b. Include participation of leading members of this ecosystem.
- c. Establish an open source “base layer” of industrial grade software to enable the use and implementation in infrastructure projects of software building blocks that meet the safety, reliability and other requirements of industrial and civil infrastructure.
- d. Ensure long-term maintainability, upgrade-ability, and security of the “base layer”.
- e. Host the infrastructure for the open source project, establishing a neutral home for community meetings, events and collaborative discussions and providing structure around the business and technical governance of the CIP.

2. CIP Goals.

- a. Specification of a Linux based on-device reference software stack and an appropriate tool infrastructure for civil infrastructure systems.
- b. Sharing development and maintenance effort for an industrial and infrastructure grade base level software, the corresponding development tool chain and test infrastructure.
- c. Filling the gap between capabilities of the existing open source software and industrial and infrastructure requirements, addressing technical needs such as real-time and functional safety support, as well as long-term availability and compatibility (with the specific requirements regarding availability and compatibility to be determined by the TSC) and security.
- d. Drive widespread usage of the CIP software stack and acceptance in industry.
- e. Trigger development of an emerging ecosystem including tools and domain specific extensions.

3. Membership.

- a. The CIP shall be composed of Platinum, Silver and Associate Members. All Platinum and Silver members must be current corporate members of The Linux Foundation at any level to participate in the CIP. Anyone may contribute to CIP's technical codebase regardless of membership status. All participants in CIP, including Associate Members, enjoy the privileges and undertake the obligations described in this CIP Charter, as from time to time amended by the Governing Board with the approval of The Linux Foundation and will comply with all such policies as The Linux Foundation Board of Directors and/or the CIP may from time to time adopt with notice to members.
- b. The Associate Member category of membership is limited to non-profits and open source projects, and requires approval by the Governing Board, or, if the Governing Board sets criteria for joining as an Associate Member, the meeting of such criteria. If the Associate Member is a membership organization, Associate Membership in CIP does not confer any benefits or rights to the members of the Associate Member.
- c. Platinum Members, Silver Members and Associate Members shall be entitled to:
 - i. participate in CIP initiatives, events and other activities; and
 - ii. identify their company as a member of, or participant in, the CIP.
- d. Platinum Members shall be entitled to appoint a representative to the Governing Board, the Marketing Committee and any other committees established by the Governing Board.

4. Governing Board

- a. Composition – the Governing Board voting members shall consist of:
 - i. one representative appointed from each Platinum Member;
 - ii. one Silver Member representative elected annually by the Silver Members for every 10 Silver Members (rounded down to the nearest whole number); with no more than three Silver representatives;
 - iii. in the event that the Governing Board establishes an Advisory Committee, the chair of the Advisory Committee; and
 - iv. the TSC Chair.

b. Responsibilities:

- i. approve a budget directing the use of funds raised by CIP from all sources of revenue;
- ii. elect a Chair of the CIP to preside over meetings, authorize expenditures approved by the budget and manage any day-to-day operations; and
- iii. vote on decisions or matters before the Governing Board;
- iv. define and enforce policy regarding intellectual property (copyright, patent or trademark) of the project;
- v. direct marketing and certification efforts, if any;
- vi. approving procedures for the nomination and election of (1) Silver Member representatives to the Governing Board and (2) any officer or other positions created by the Governing Board;
- vii. oversee operations and qualification efforts;
- viii. establish and oversee any Governing Board committees created to drive the mission of the CIP; and
- ix. adopt and maintain policies or rules and procedures for CIP (subject to approval by The Linux Foundation) including but not limited to a Code of Conduct, a trademark policy and any compliance or certification policies.

5. Technical Steering Committee (“TSC”)

- a. Composition – the TSC voting members shall consist of:
 - i. one appointed representative from each Platinum Member; and
 - ii. each project maintainer; anyone can participate on the TSC by contributing to the technical community and becoming a maintainer.
- b. TSC projects generally will involve maintainers, committers and contributors:
 - i. Maintainer: lead developer on a top level project, serves on the TSC;
 - ii. Committer: has the ability to commit code to the project’s main branch, as a group committers elect a Maintainer; and

- iii. Contributor: anyone in the community that contributes code or documentation to the project, may become committers after establishing themselves.
- c. The TSC shall appoint a TSC Chair, who will be a voting member of the Governing Board.
- d. Responsibilities: The TSC shall be responsible for:
 - i. coordinating the technical direction of the CIP;
 - ii. approving individual projects and designated maintainers according to a project lifecycle document to be developed by the TSC;
 - iii. communicating with external and industry organizations concerning CIP technical matters;
 - iv. appointing representatives to work with other open source or open standards communities;
 - v. establishing election processes for Maintainers or other leadership roles in the technical community that are not within the scope of a single project;
 - vi. creating sub-committees or working groups to focus on cross-project technical issues or opportunities; and
 - vii. voting on technical matters relating to the code base.
- e. The TSC will have the authority to (a) establish work flows for the establishment, operation and retirement of working groups and projects, and will be responsible for setting the criteria for what constitutes a working group and a project; (b) amend, adjust and refine the roles of Maintainers, Contributors and Committers set forth in Section 5.b., including creating new roles and documenting the responsibilities for such roles.

6. Marketing Committee

- a. Composition – the Marketing Committee voting members shall consist of:
 - i. one appointed representative from each Platinum Member; and
 - ii. one representative elected by the Silver and Associate Members as a class.
- b. Responsibilities: The Marketing Committee shall be responsible for designing, developing and executing marketing efforts on behalf of the Governing Board. The Marketing Committee is expected to coordinate closely with the

Governing Board and technical communities to maximize the outreach and visibility of CIP throughout the industry.

7. Advisory Committee

- a. The Governing Board may, but is not required to, set up an Advisory Board consisting of end-users and other organizations and individuals interested in contributing ideas to the CIP.
- b. The Governing Board shall have authority to establish and from time to time amend policies governing participation in, and operation of, any such Advisory Board.

8. Voting

- a. While it is the goal of the project to operate as a consensus based community, if any decision requires a vote to move forward, the representatives on the Governing Board, TSC, or Marketing Committee, as applicable, shall vote on a one vote per representative basis.
- b. Quorum for Governing Board, TSC, Marketing Committee or Advisory Committee meetings shall require 60% of the voting representatives of the Governing Board, TSC, Marketing Committee or Advisory Committee, as applicable. The Governing Board, TSC, Marketing Committee or Advisory Committee may continue to meet if quorum is not met, but shall be prevented from making any decisions at the meeting. Excepted as provided under Section 14.f. or Section 15.a., decisions by vote at a meeting shall require a majority vote, provided quorum is met. Excepted as provided under Section 14.f. or Section 15.a., decisions by electronic vote without a meeting shall require a majority of all voting representatives.
- c. Decisions by vote shall be based on a majority vote only when sixty percent (60%) of the Governing Board, TSC, Marketing Committee or Advisory Committee representatives, as the case may be, are either present or participating electronically.
- d. In the event of a tied vote, the Chair of the Governing Board, TSC, Marketing Committee or Advisory Committee, as applicable, shall be entitled to submit a tie-breaking vote.

9. Antitrust Guidelines

- a. All members shall abide by The Linux Foundation Antitrust Policy available at <http://www.linuxfoundation.org/antitrust-policy>.

- b. All members shall encourage open participation from any organization able to meet the membership requirements, regardless of competitive interests. Put another way, the Governing Board shall not seek to exclude members based on any criteria, requirements or reasons other than those used for all members.

10. Code of Conduct

- a. The Governing Board shall adopt a specific CIP code of conduct, with approval from The Linux Foundation.

11. Budget

- a. The Governing Board shall approve an annual budget and never commit to spend in excess of funds raised. The budget and the purposes to which it is applied shall be consistent with the non-profit mission of The Linux Foundation.
- b. The Linux Foundation shall provide the Governing Board with regular reports of spend levels against the budget. In no event will The Linux Foundation have any obligation to undertake any action on behalf of CIP or otherwise related to CIP that will not be covered in full by funds raised by CIP. In the event of any unbudgeted or otherwise unfunded obligation arises related to CIP, The Linux Foundation will coordinate with the Governing Board to address gap funding requirements.

12. General & Administrative Expenses

- a. The Governing Board shall be responsible for allocation of the project's budget. The Linux Foundation shall have custody of and authority over the usage of any fees, funds and other cash receipts.
- b. A General & Administrative (G&A) fee will be applied to funds raised to cover Finance, Accounting and operations. The G&A fee shall equal 9% of CIP's first \$1,000,000 of gross receipts and 6% of CIP's gross receipts over \$1,000,000.
- c. Under no circumstances shall The Linux Foundation be expected or required to undertake any action on behalf of CIP that is inconsistent with the tax exempt purpose of The Linux Foundation..

13. General Rules and Operations.

The Governing Board shall:

- a. demonstrate plans and the means to coordinate with the open source project's developer community, including on topics such as branding, logos, and other collateral that will represent the community;
- b. engage in a professional manner consistent with maintaining a cohesive community, while also maintaining the goodwill and esteem of The Linux Foundation in the open source software community;
- c. respect the rights of all trademark owners, including any branding and usage guidelines;
- d. engage The Linux Foundation for all press and analyst relations activities;
- e. upon request, provide information regarding project participation, including information regarding attendance at project-sponsored events, to The Linux Foundation;
- f. engage The Linux Foundation for any websites directly for the CIP; and
- g. operate under such rules and procedures as may from time to time be approved by the CIP Governing Board and confirmed by The Linux Foundation.

14. Intellectual Property Policy

- a. All new inbound kernel level code contributions to the CIP shall be made under the GNU General Public License, version 2 ("GPLv2", available at <http://www.gnu.org/licenses/old-licenses/gpl-2.0.en.html>) accompanied by a Developer Certificate of Origin sign-off (<http://developercertificate.org>) that is submitted through a Board-approved contribution process which will bind the authorized contributor and, if not self-employed, their employer to the licenses expressly granted in the GPLv2 license, only with respect to such contribution, with no limitation, estoppel or effect on any other member of the CIP;
- b. All outbound kernel level code will be made available under the **GPLv2**;
- c. All new inbound non-kernel level code contributions to the CIP shall be made under Apache License, Version 2.0 (available at <http://www.apache.org/licenses/LICENSE-2.0> (the "Project License")) accompanied by a Developer Certificate of Origin sign-off (<http://developercertificate.org>) that is submitted through a Board-approved contribution process which will bind the authorized contributor and, if not self-employed, their employer to the licenses expressly granted in the Project License, only with respect to such contribution, with no limitation, estoppel or effect on any other member of the CIP;
- d. All outbound non-kernel level code will be made available under the **Project License**.

- e. All documentation will be received and made available by the CIP under the Creative Commons Attribution 4.0 International License (available at <http://creativecommons.org/licenses/by/4.0/>).
- f. If an alternative inbound or outbound license is required for compliance with the license for a leveraged open source project or is otherwise required to achieve the CIP's mission, the Governing Board may approve the use of an alternative license for inbound or outbound contributions on an exception basis. Any exceptions must be approved by a two-thirds vote of the entire Governing Board and by The Linux Foundation. Please email [**email address**] to obtain exception approval.

15. Amendments

- a. This charter may be amended by a two-thirds vote of the entire Governing Board, subject to approval by The Linux Foundation.