

ONAP Project Charter

The Linux Foundation

Effective March 9, 2017

1. Mission and Scope of the Project.

- a. The mission of the ONAP Project (“ONAP” or, alternatively, the “Project”) is to create a model and meta-data driven reference open platform for service providers to support full lifecycle management of cloud-centric, software-controlled networks (SDN / NFV). The Project platform includes: ONAP design-time capabilities to enable service providers to define and on-board resources, define infrastructures and services, and define analytics and policies to be used at run-time; and an ONAP Execution Time framework to instantiate and manage, networks, services and applications over their entire lifecycle. The platform will also include reference interfaces and telemetry requirements on virtual functions to quickly on-board new virtual functions without long development / design cycles.
- b. ONAP will include product / service / resource *agnostic* platform modules for lifecycle management (from definition, deployment, monitor / manage to retirement) of cloud centric, software controlled network functions. The initial functional modules included in the Project platform are as follows:
 - i. Active and Available Inventory;
 - ii. Application Controller;
 - iii. Data Collection, Analytics, and Events;
 - iv. Design Studio;
 - v. Service Orchestrator;
 - vi. Network Controller;
 - vii. Policy Framework;
 - viii. Portal;
 - ix. Virtual Network Function SDK;
 - x. Virtual Function Controller; and
 - xi. Modeling.

The scope of ONAP will include artifacts in addition to code to help developers and service providers including an end-to-end architecture, Virtual Function Standard Guidelines and platform documentation. The specific technical projects within the ONAP Project will be determined by the TSC (as defined herein).

- c. The Project promotes participation of leading members of the ecosystem, including service and solution providers, developers, and end users; and
- d. The Project hosts the infrastructure for the technical community, establishing a neutral home for community infrastructure, meetings, events and collaborative discussions and providing structure around the business and technical governance of the Project.

2. Membership.

- a. The Project shall be composed of Platinum Service Provider, Platinum, Silver and Associate Members. All Platinum Service Provider, Platinum and Silver Members must be current corporate members of The Linux Foundation (at any level) to participate in the Project as a member. Anyone may contribute to the Project's technical codebase regardless of membership status, provided that all contributors comply with the terms of this Charter. All participants in the Project, including Associate Members, enjoy the privileges and undertake the obligations described in this the Project Charter, as from time to time amended by the Governing Board with the approval of The Linux Foundation ("LF"). During the term of their membership, all members shall comply with all such policies as the LF Board of Directors and/or the Project may from time to time adopt with notice to members.
- b. Platinum Service Provider Members must be service providers. The Project shall have a combined maximum of twenty four (24) Platinum Service Provider Members and Platinum Members, and at no time may the Project have more than eleven (11) Platinum Members.
- c. The Associate Member category of membership is limited to non-profits, open source projects, and government entities, and requires approval by the Governing Board of the Project ("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 the Project does not confer any benefits or rights to the members of the Associate Member.
- d. Platinum Service Provider Members shall be entitled to:

- i. appoint a representative to the Governing Board;
 - ii. appoint a representative to the Marketing Committee; and
 - iii. appoint a representative to an any other committees established by the Governing Board.
- e. Platinum Members shall be entitled to:
 - i. appoint a representative to the Governing Board;
 - ii. appoint a representative to the Marketing Committee; and
 - iii. appoint a representative to an any other committees established by the Governing Board.
- f. Provided that there are at least five (5) Platinum Service Provider Members, Silver Members shall be entitled to annually elect one representative to the Governing Board so long as there is at least ten (10) Silver Members. The election process shall be determined by the Governing Board.
- g. Platinum Service Provider Members, Platinum Members, Silver Members and Associate Members shall be entitled to:
 - i. participate in Project general meetings, initiatives, events and any other activities; and
 - ii. identify themselves as members of, or participants in, the Project.

3. Governing Board

- a. Composition – the Governing Board voting members shall consist of:
 - i. one representative appointed by each Platinum Service Provider Member and each Platinum Member;
 - ii. the TSC Chair elected by the TSC, as defined in Section 4 below;
 - iii. following an election for a committer representative held pursuant to Section 3.f., the Committer Representative, as defined in Section 3.f. below; and
 - iv. the elected Silver Member representative.
- b. No single Member, company or set of Related Companies (as defined in Section 7) shall (i) appoint or nominate for Membership class election more than one representative for the Governing Board, and (ii) have more than two representatives on the Governing Board. For purposes of clarity, it is acceptable for one Member to appoint a representative and have another employee elected as

the TSC Chair or as the Committer Representative to serve on the Governing Board, but it is not acceptable to have a Platinum Service Provider Member or Platinum Member both appoint a representative to the Governing Board and have a Related Company join as a Silver Member and attempt to have a designee of said Related Company run for the Silver representative election.

c. Conduct of Meetings

- i. Governing Board meetings shall be limited to the Governing Board representatives (and LF representatives and invited guests) and follow the requirements for quorum and voting outlined in this Charter. The Governing Board may decide whether to allow one named representative to attend as an alternate.
- ii. The Governing Board meetings shall be private unless decided otherwise by the Governing Board. The Governing Board may invite guests to participate in consideration of specific Governing Board topics (but such guest may not participate in any vote on any matter before the Governing Board).

d. Officers

- i. The Officers of the Project shall be a Chairperson (“Chair”), a President, a Treasurer and a Secretary.
- ii. The Chair shall preside over meetings of the Governing Board.
- iii. The President shall manage any day-to-day operational decisions to execute Board priorities, and shall preside over meetings of the Governing Board if the Chair is absent.
- iv. The Treasurer shall prepare budgets for Board approval, monitor expenses against the budget and authorize expenditures approved in the budget.
- v. The Secretary shall prepare minutes for Governing Board approval and shall preside over meetings of the Governing Board if both the Chair and the President are absent.

e. Responsibilities – the Governing Board shall be responsible for:

- i. approving the scope of the Project, with input from the TSC including providing use cases, user stories and priorities to help inform the technical community;
- ii. approving a budget directing the use of funds raised by the Project from all sources of revenue;
- iii. electing Officer roles;

- iv. appointing and delegating responsibilities and authority to committees, as and when determined appropriate by the Governing Board;
 - v. overseeing all Project business and marketing matters and work with the Linux Foundation on any legal matters that arise;
 - vi. adopting and maintaining policies or rules and procedures for the Project (subject to LF approval) including but not limited to a Code of Conduct, a trademark policy and any compliance or certification policies;
 - vii. working with the TSC on defining and administering any programs for testing or any program associated with using the ONAP trademark or any other mark of the Project;
 - viii. approving procedures for the nomination and election of any officer or other positions created by the Governing Board and for the election of the Silver Member representative and the Committer Representative to the Governing Board; and
 - ix. voting on all decisions or matters coming before the Governing Board.
- f. The “Committer Representative” shall be an active contributor to the Project’s technical code base who is elected to serve for a one-year term on the Governing Board by the active contributors of the project. The first election of the Committer Representative shall be held between three (3) months and six (6) months following the first Governing Board meeting of the Project.

4. Technical Steering Committee (“TSC”)

a. Composition

- i. “Startup Period”: During the initial twelve (12) months after project launch, the TSC voting members shall consist of one appointed representative from each Platinum Member and each Platinum Service Provider Member.
- ii. “Steady State”: After the initial twelve-month Startup Period, there shall be a nomination and election period for electing Contributors or Maintainers to the TSC. The TSC voting members shall consist of elected Contributors or Maintainers chosen by the Active Contributors, as defined herein. An Active Contributor is defined as any Contributor who has had a contribution accepted into the released codebase during the prior twelve (12) months. The TSC shall approve the process and timing for nominations and elections held on an annual basis. If there are fewer than ten (10) eligible nominees for the TSC, the Governing Board shall approve an appropriate size for the TSC.
- iii. In either Startup Period or Steady State, no Member or group of Related

Companies shall have more than three (3) votes on the TSC.

- b. At an appropriate time (e.g., after the first release), the Governing Board shall approve a transition plan (developed with the TSC) to transition the TSC from the Startup Period to Steady State.
- c. Projects approved by the TSC generally involve Maintainers and Contributors:
 - i. Contributors: anyone in the technical community that offers a contribution of code, documentation or other technical artifacts for inclusion in the Project.
 - ii. Committers: a contributor who has been granted commit access by the Project, specifically the right to make changes to the code that will be used in a project's release. A Contributor may become a Committer by a majority approval of an existing project Committers.
 - iii. Maintainers: Committers who are responsible for oversight of a project. A Committer may become a Maintainer by a majority approval of the project's existing Committers.
 - iv. The TSC may choose to establish additional roles in the community as appropriate (e.g., a Project Technical Lead or "PTL").
- d. The TSC shall have authority to create umbrella projects ("Umbrella Projects") that in turn support a multiple sub-projects. Umbrella Projects may create committees or boards (collectively, "Umbrella Committees") made up of the sub-project leads and, with the approval of the TSC, such other members as may be appropriate, for the technical oversight of the sub-projects within the Umbrella Project. With the approval of the TSC, Umbrella Projects may establish and modify from time to time: (a) new technical roles for sub-project participants; (b) alternate procedures for the determination of voting members of Umbrella Committees; and (c) project lifecycle documents governing the incubation, promotion and archiving of sub-projects within an Umbrella Project.
- e. At the launch of the Project, the initial technical projects shall be determined by the TSC.
- f. Participation in the Project through becoming a Contributor and/or Maintainer is open to anyone. The TSC may:
 - i. establish and modify work flows and procedures for the submission, approval and closure or archiving of projects,
 - ii. establish and modify criteria and processes for the promotion of Contributors and Committers to Committer and/or Maintainer status or elections related thereto, and

- iii. amend, adjust and refine the roles of Contributors, Committers and Maintainers, create, amend, adjust and refine new roles and publicly document responsibilities and expectations for such roles, as it sees fit.
- g. The TSC shall elect a TSC Chair, who shall also serve as a voting member of the Governing Board, and is expected to act as a liaison between the Governing Board and technical leadership of the Project. It is expected the TSC Chair shall be able to dedicate a significant amount of their time to the Project.
- h. Responsibilities: The TSC is responsible for:
 - i. coordinating the technical direction of the Project, including the architecture and projects to achieve the Mission and Scope of the Project;
 - ii. approving project proposals (including, but not limited to, incubation, deprecation and changes to a project's charter or scope) in accordance with a project lifecycle document to be developed, approved and maintained by the TSC;
 - iii. designating projects, Umbrella Projects and facilitating synergy, collaboration and technical coordination (API, data Models etc.) across all projects;
 - iv. creating sub-committees or projects to focus on cross-project technical issues or opportunities;
 - v. coordinate technical community engagement with the end-user community with respect to requirements, high level architecture, implementation experiences, use cases, etc.;
 - vi. communicating with external and industry organizations concerning Project technical matters;
 - vii. appointing representatives to work with other open source or standards communities;
 - viii. establishing community norms, workflows or policies for releases;
 - ix. discussing, seeking consensus, and where necessary, voting on technical matters relating to the code base that affect multiple projects;
 - x. establishing, maintaining and modifying policies to ensure the integrity, vetting and security of the ONAP Project code base; and
 - xi. establishing election processes for Maintainers or other leadership roles in the technical community that are not within the scope of any single project.

5. Marketing Committee

- a. Composition: the Marketing Committee shall consist of:
 - i. one appointed voting representative from each Platinum Service Provider and Platinum Member;
 - ii. one non-voting representative elected by the Silver Members as a class; and
 - iii. any Maintainer appointed by the TSC may participate as a non-voting member.
- b. Responsibilities: The Marketing Committee shall be responsible for designing, developing and executing marketing efforts on behalf of the Governing Board. The Marketing Committee shall have a Chair appointed by 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 ONAP throughout the industry.
- c. Each Silver Member may appoint a representative to observe meetings of the Marketing Committee on a non-voting and non-participating basis.

6. 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 of the Governing Board or TSC as applicable, shall vote on a one vote per voting representative basis.
- b. Quorum for Governing Board or TSC meetings shall require two-thirds of the voting representatives. If advance notice of the meeting has been given per normal means and timing, the Governing Board or TSC may continue to meet even if quorum is not met, but shall be prevented from making any decisions at the meeting.
- c. Except as provided in Sections 2.b, 6.e, 13.d and 14.a, decisions by vote at a meeting shall require a majority vote, provided quorum is met. Except as provided in Sections 2.b, 6.e, 13.d. and 14.a, decisions by electronic vote without a meeting shall require a majority of all voting representatives.
- d. In the event of a tied vote with respect to an action that cannot be resolved by the Governing Board, the chair shall be entitled to refer the matter to the LF for assistance in reaching a decision. For all decisions in the TSC, Marketing Committee or other committee created by the Governing Board, if there is a tie vote, the matter shall be referred to the Governing Board.
- e. The Governing Board shall have authority, upon the affirmative vote of two-thirds

of the entire Governing Board, to authorize changes, from time to time, to either or both the maximum number of combined Platinum Service Provider Members and Platinum Members and/or the maximum number of Platinum Members specified by Section 2.b.

7. Subsidiaries, Etc.

- a. Only the legal entity which has executed a Participation Agreement and its Subsidiaries (as defined below) shall be entitled to enjoy the rights and privileges of such Membership; provided, however, that such Member and its Subsidiaries shall be treated together as a single Member. For purposes of this Section, the term “Subsidiaries” shall mean all Related Companies (as defined below) that a Member controls or is affiliated with (as defined in Section 7.b. below).
- b. Only one Member which is part of a group of Related Companies shall be entitled to appoint, or nominate for a membership class election, a representative on the Governing Board at one time. For purposes of this Charter, the term “Related Company” shall mean any entity which controls or is controlled by a Member or which, together with a Member, is under the common control of a third party, in each case where such control results from ownership, either directly or indirectly, of more than fifty percent of the voting securities or membership interests of the entity in question; and “Related Companies” are entities that are each a Related Company of a Member.
- c. If a Member is itself a foundation, consortium, open source project, membership organization, user group or other entity that has members or sponsors, then the rights and privileges granted to such Member shall extend only to the employee-representatives of such Member, and not to its members or sponsors, unless otherwise approved by the Governing Board in a specific case from time to time.
- d. Memberships shall be non-transferable, non-salable and non-assignable, except that any Member may transfer its current Membership benefits and obligations to a successor to substantially all of its business and/or assets, whether by merger, sale or otherwise; provided that the transferee agrees to be bound by this Charter and the Bylaws and policies required by Linux Foundation membership.

8. 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 any member based on any criteria, requirements or reasons other than those that are reasonable and applied on a non-discriminatory basis to all members.

9. Code of Conduct

- a. The Governing Board shall adopt a specific Project code of conduct, with approval from the LF.

10. 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 shall The Linux Foundation have any obligation to undertake any action on behalf of the Project or otherwise related to the Project that is not to be covered in full by funds raised by the Project.
- c. In the event any unbudgeted or otherwise unfunded obligation arises related to the Project, The Linux Foundation will coordinate with the Governing Board to address gap funding requirements.

11. General & Administrative Expenses

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

12. General Rules and Operations. The Project shall be conducted so as to:

- a. 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 The Linux Foundation in the open source software community;
- b. respect the rights of all trademark owners, including any branding and usage guidelines;
- c. engage The Linux Foundation for all the Project press and analyst relations activities;
- d. upon request, provide information regarding Project participation, including information regarding attendance at Project-sponsored events, to The Linux Foundation;

- e. coordinate with The Linux Foundation in relation to any websites created directly for the Project; and
- f. operate under such rules and procedures as may from time to time be approved by the Governing Board and confirmed by The Linux Foundation.

13. Intellectual Property Policy

- a. Contributor License Agreement. Unless the contributor is self-employed, all new inbound code contributions to the Project must be made pursuant to a duly executed ONAP Project Corporate Contribution License Agreement, available at www.onap.org/cla.
- b. Inbound Contributions. Members agree that all new inbound code contributions to the Project shall be made under the Apache License, Version 2.0 (available at <http://www.apache.org/licenses/LICENSE-2.0>). All contributions shall be accompanied by a Developer Certificate of Origin sign-off (<http://developercertificate.org>) that is submitted through a Governing Board and LF-approved contribution process. Such contribution process will include steps to also bind non-Member contributors and, if not self-employed, their employer, to the Apache License, Version 2.0 and to the licenses expressly granted in the file with respect to such contribution.
- c. Outbound License. All outbound code will be made available under the Apache License, Version 2.0.
- d. Documentation. All documentation will be contributed to and made available by the Project under the Creative Commons Attribution 4.0 International License (available at <http://creativecommons.org/licenses/by/4.0/>).
- e. Exceptions. 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 Project's mission, the Governing Board may approve the use of an alternative license for specific inbound or outbound contributions on an exception basis. Any exceptions must be approved by a two-thirds vote of the entire Governing Board and the LF and must be limited in scope to what is required for such purpose. Please email legal@onap.org to obtain exception approval.
- f. Trademarks. Subject to available Project funds, the Project may engage The Linux Foundation to determine the availability of, and to pursue registration of, trademarks, service marks, and certification marks, which shall be owned by the LF.

14. Amendments

- a. This charter may be amended by at least a two-thirds vote of both (i) the entire Governing Board and (ii) the Governing Board representatives appointed by the

Platinum Service Provider Members, subject to approval by The Linux Foundation.