

Technical Charter (the “Charter”)
for
O-RAN Software Community a Series of LF Projects, LLC
Adopted _____

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

1. Mission and Scope of the Project

- a. The mission of the Project is to develop open source software enabling modular open, intelligent, efficient and agile radio access networks, aligned with the architecture specified by O-RAN Alliance.
- b. The scope of the Project includes software development under an OSI-approved open source license supporting the mission, including documentation, testing, integration and the creation of other artifacts that aid the development, deployment, operation or adoption of the open source software project. The Project will also coordinate efforts with related open source software projects and standards communities working on access network technologies including the O-RAN Alliance.

2. Software Technical Oversight Committee

- a. The Software Technical Oversight Committee (the “TOC”) will be responsible for all technical oversight of the open source Project.
- b. The TOC voting members are initially 12 members appointed by the Technical Steering Committee of O-RAN Alliance (the “TSC”) who (a) will be named on the Project’s web site and (b) will serve a 12-month term or until their earlier resignation or removal. At any time after a twelve-month incubation period following inception of the Project (such period the “Startup Period”), the TOC may, by a two-thirds vote of the entire TOC, choose an alternative approach for determining the voting members of the TOC, provided that at least six members should represent mobile network operator members of the Executive Committee of the O-RAN Alliance. Any such alternative approach will be documented on the Project’s web site. Any meetings of the TOC are intended to be open to the public, and can be conducted electronically, via teleconference, or in person.

- c. TOC projects generally will involve “Contributors”¹ and “Committers”. The TOC may adopt or modify roles so long as the roles are documented on the Project’s web site. Unless otherwise documented:
 - i. Contributors include anyone in the technical community that contributes code, documentation, or other technical artifacts to the Project;
 - ii. Committers are Contributors who have earned the ability to modify (“commit”) source code, documentation or other technical artifacts in a project’s repository; and
 - iii. A Contributor may become a Committer by a majority approval of the existing Committers. A Committer may be removed by a majority approval of the other existing Committers.

At the inception of the Project, the TOC will designate the initial Committers.

- d. Participation in the Project through becoming a Contributor and Committer is open to anyone so long as they abide by the terms of this Charter.
- e. The TOC may (1) establish work flow procedures for the submission, approval, and closure/archiving of projects, (2) set requirements for the promotion of Contributors to Committer status, as applicable, and (3) amend, adjust, refine and/or eliminate the roles of Contributors, and Committers, and create new roles, and publicly document any TOC roles, as it sees fit.
- f. With the exception of the Startup Period, the TOC will elect two TOC co-chair (the “Co-Chairs”), who will each serve for a one-year term or until their resignation or removal by the TOC. The Co-Chairs will preside over meetings of the TOC. The Co-Chairs will serve as the point of communication between the Project and the O-RAN Alliance with respect to budget requirements of the Project. During the Startup Period the Co-Chairs will be chosen by the TSC.
- g. The TOC will allow for a ‘named alternate’ policy permitting each TOC member to designate one named alternate to attend on their behalf at any TOC meeting.
- h. Responsibilities: The TOC will be responsible for all aspects of oversight relating to the Project, which may include:
 - i. ensuring that the working scope of the Project is aligned with what is specified by O-RAN Alliance;
 - ii. coordinating the technical direction of the Project;

¹ For the avoidance of doubt, “Contributor” in this document refers to the technical role of a contributor in the Project, and is different from the term “Contributor” as used in the Constitution of the O-RAN Alliance.

- iii. approving project or system proposals (including, but not limited to, incubation, deprecation, and changes to a sub-project's scope);
- iv. organizing sub-projects and removing projects;
- v. creating sub-committees or working groups to focus on cross-project technical issues and requirements;
- vi. appointing representatives to work with other open source or open standards communities;
- vii. establishing community norms, workflows, issuing releases, and security issue reporting policies;
- viii. approving and implementing policies and processes for contributing (to be published in the Project's Web site) and coordinating with the series manager of the Project (who is the manager of the Project's legal entity, "Series Manager") to resolve matters or concerns that may arise as set forth in Section 7 of this Charter;
- ix. discussions, seeking consensus, and where necessary, voting on technical matters relating to the code base that affect multiple projects;
- x. coordinating any marketing, events, or communications regarding the Project with the Series Manager or their designee;
- xi. the TOC will coordinate closely and work in close coordination with the O-RAN Alliance TSC, including regular reporting to the O-RAN Alliance TSC. The TOC may also oversee additional projects that, in the view of the TOC, may complement or enable the mission of the Project; and
- xii. the TOC will coordinate closely and implement code integrity procedures and policies so that security of the code is established prior to release. The procedures will be designed to maintain the integrity of the code and to prevent the introduction of security vulnerabilities and viral or malicious elements (such as back-door access to the software and data).

3. TOC Voting

- a. While the Project aims to operate as a consensus-based community, if any TOC decision requires a vote to move the Project forward, the voting members of the TOC will vote on a one vote per voting member basis.
- b. Quorum for TOC meetings requires at least fifty percent of all voting members of the TOC to be present. The TOC may continue to meet if quorum is not met but will be prevented from making any decisions at the meeting.

- c. Except as provided in Section 7.c. and 8.a, decisions by vote at a meeting require a majority vote of those in attendance, provided quorum is met. Decisions made by electronic vote without a meeting require a majority vote of all voting members of the TOC.
- d. In the event a vote cannot be resolved by the TOC, any voting member of the TOC may refer the matter to the Series Manager for assistance in reaching a resolution.

4. Compliance with Policies

- a. This Charter is subject to the Series Agreement for the Project and the Operating Agreement of LF Projects. Contributors will comply with the policies of LF Projects as may be adopted and amended by LF Projects, including, without limitation the policies listed at <https://lfprojects.org/policies/>.
- b. The TOC may adopt a Code of Conduct (“CoC”) for the Project, which is subject to approval by the Series Manager. Contributors to the Project will comply with the CoC or, in the event that a Project-specific CoC has not been approved, the LF Projects Code of Conduct listed at <https://lfprojects.org/policies/>.
- c. When amending or adopting any policy applicable to the Project, LF Projects will publish such policy, as to be amended or adopted, on its web site at least 30 days prior to such policy taking effect; provided, however, that in the case of any amendment of the Trademark Policy or Terms of Use of LF Projects, any such amendment is effective upon publication on LF Project’s web site.
- d. All participants must allow open participation from any individual or organization meeting the requirements for contributing under this Charter and any policies adopted for all participants by the TOC, regardless of competitive interests. Put another way, the Project community must not seek to exclude any participant based on any criteria, requirement, or reason other than those that are reasonable and applied on a non-discriminatory basis to all participants in the Project community.
- e. The Project will operate in a transparent, open, collaborative, and ethical manner at all times. The output of all Project discussions, proposals, timelines, decisions, and status should be made open and easily visible to all. Any potential violations of this requirement should be reported immediately to the LF Projects Manager.

5. Community Assets

- a. LF Projects will hold title to all trade or service marks used by the Project (“Project Trademarks”), whether based on common law or registered rights. Project Trademarks will be transferred and assigned to LF Projects to hold on behalf of the Project. Any use of any Project Trademarks by participants in the Project will be in accordance with the license from LF Projects and inure to the benefit of LF Projects.

- b. The Project will, as permitted and in accordance with such license from LF Projects, develop and own all Project GitHub and social media accounts, and domain name registrations created by the Project community.
- c. Under no circumstances will LF Projects be expected or required to undertake any action on behalf of the Project that is inconsistent with the tax-exempt status or purpose, as applicable, of LFP, Inc. or LF Projects, LLC.

6. General Rules and Operations.

- a. The Project will:
 - i. engage in the work of the project in a professional manner consistent with maintaining a cohesive community, while also maintaining the goodwill and esteem of LF Projects, LFP, Inc. and other partner organizations in the open source software community; and
 - ii. respect the rights of all trademark owners, including any branding and trademark usage guidelines.

7. Intellectual Property Policy

- a. Participants acknowledge that the copyright in all new contributions will be retained by the copyright holder as independent works of authorship and that no contributor or copyright holder will be required to assign copyrights to the Project.
- b. Except as described in Section 7.c., all contributions to the Project are subject to the following:
 - i. All new inbound code contributions to the Project shall be made under the Apache License, Version 2.0 (the “Project License”), available at <http://www.apache.org/licenses/LICENSE-2.0>.
 - ii. All new inbound code contributions must also be accompanied by a Developer Certificate of Origin (<http://developercertificate.org>) sign-off in the source code system that is submitted through a TOC-approved contribution process which will bind the authorized contributor and, if not self-employed, their employer to the applicable license;
 - iii. All outbound code will be made available under the Project License.
 - iv. Documentation will be received and made available by the Project under the Creative Commons Attribution 4.0 International License (available at <http://creativecommons.org/licenses/by/4.0/>).

- v. To the extent a contribution includes data, any rights in such data shall be made available under the CDLA-Permissive 1.0 License, available here <https://cdla.io/permissive-1-0/>.
 - vi. The Project may seek to integrate and contribute back to other open source projects (“Upstream Projects”). In such cases, the Project will conform to all license requirements of the Upstream Projects, including dependencies, leveraged by the Project. Upstream Project code contributions not stored within the Project’s main code repository will comply with the contribution process and license terms for the applicable Upstream Project.
- c. The TOC may approve the use of an alternative license or licenses for inbound or outbound contributions on an exception basis. To request an exception, please describe the contribution, the alternative open source license(s), and the justification for using an alternative open source license for the Project. License exceptions must be approved by a two-thirds vote of the entire TOC. Contributed files should contain license information, such as SPDX short form identifiers, indicating the open source license or licenses pertaining to the file.

8. Amendments

- a. This charter may be amended by a two-thirds vote of the entire TOC and is subject to approval by LF Projects.