

## THE LINUX FOUNDATION

### Hyperledger Foundation Directed Fund Project Participation Agreement

Thank you for your interest in participating in the Hyperledger Foundation. **Please note** that you must be a Member of The Linux Foundation (LF) to be eligible to participate as a Member of Hyperledger Foundation. For further information, visit the [Corporate Membership](#) page at the LF Web Site.

Participants will enjoy the privileges and undertake the obligations described in the Hyperledger Foundation Charter, [Exhibit B](#), as from time to time amended by the Governing Board with the approval of The Linux Foundation (“LF”) and will comply with all such policies as the LF Board of Directors and/or the Hyperledger Foundation Governing Board may from time to time adopt with notice to members, including but not limited to the intellectual property provisions relating to an Hyperledger Foundation Member’s contributions set forth in the Charter. The Governing Board shall give all Premier and General Members at least thirty (30) days’ notice prior to the date on which any material change to the Hyperledger Foundation Charter or any Hyperledger Foundation policy or procedure governing intellectual property will be effective, such that the Member may resign its membership prior to the effective date.

Please have this agreement executed by an authorized representative of the Linux Foundation member organization and send a copy in PDF form by email to [membership@linuxfoundation.org](mailto:membership@linuxfoundation.org). A countersigned copy will be returned to you by email for your records when your eligibility for membership has been confirmed and an invoice will be emailed to you for payment of applicable membership fees. Note that this is not an indication of interest; execution of this agreement creates an irrevocable, binding obligation for the member company to make the payments provided for and to otherwise perform in accordance with its terms.

#### **Membership Terms:**

For all members, an initial full year’s payment of fees is due upon receipt and acceptance of an executed membership agreement and payable within thirty (30) days of the date of invoice from the LF. Premier members undertake an initial two (2) year membership commitment as described below. All Fee amounts are irrevocable commitments based in US Dollars. In no event shall fees be refunded, upon a Member’s resignation or otherwise.

Notice of any increase in participation fees for the following calendar year will be given on or before October 15 in the current calendar year. Member’s participation for each calendar year, and its obligation to pay participation fees for the following calendar year, will renew annually, unless the applicant delivers written notice of non-renewal to the LF on or before December 1 of the current membership year. Applicant acknowledges that the LF and other Hyperledger Foundation members depend upon reliable participation renewal information to budget effectively, and that the LF’s ability to provide services to the Hyperledger Foundation would suffer in the event of nonpayment of participation fees.

**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.

**Premier Membership Term:**

Premier membership is limited to twenty-one (21) Premier members and requires an initial two (2) year membership commitment. One year's fees are due on acceptance as a member, and the second year's fees are due at the first anniversary of membership. At the third anniversary of membership, if membership is renewed, a pro-rated amount of the applicable fees for the remainder of that calendar year will be invoiced (and membership will proceed on a calendar- year based renewal cycle thereafter).

**General Membership Term and Fee Scale:**

In calculating the appropriate fee for General membership, please indicate your current consolidated employee headcount in the membership level selected. Consolidated employees include all employees of the related companies, including any direct and indirect parent companies, and all sister and subsidiary entities. Employees do not include third party contractors.

For General Members, at the first anniversary of membership, if membership is renewed, 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).

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Review Copy - Not for Execution

**Name of Member Company:** \_\_\_\_\_

**Membership Level** (*see Exhibit C*): \_\_\_\_\_

**Consolidated Employees** (*if applicable*): \_\_\_\_\_

**PR/Logo Usage:** Do we have your permission to:

...display your logo on the Directed Fund's website (Yes or No)? \_\_\_\_\_

...announce your participation via press release (Yes or No)? \_\_\_\_\_

**Preferred method(s) for receiving invoices** (*PDF or Hard Copy*): \_\_\_\_\_

**Is a Purchase Order (PO) required** (*Yes or No*)? \_\_\_\_\_

If Yes, please provide the following details:

Name: \_\_\_\_\_

E-mail: \_\_\_\_\_

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 these terms and obligations:

Authorized Representative of Member:

Accepted:

THE LINUX FOUNDATION

\_\_\_\_\_  
(Print Member Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Exhibit A**

**Primary Project Contact**

*(for all notices, including voting)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone No: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**Primary Technical Contact**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone No: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**Primary Marketing Contact**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone No: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**Primary PR Contact**

*(For approving press releases or quotes with respect to the Project)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone No: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**Legal Contact**

*(This contact should be your primary in-house attorney for open source matters with respect to the Project. If you do not have in-house counsel, please leave this blank.)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone No: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**Billing Address**

---

---

---

**Billing Contact**

*(All invoices will be sent to this e-mail address unless the Member directs otherwise)*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone No: \_\_\_\_\_

E-mail: \_\_\_\_\_

Review Copy - Not for Execution

**Exhibit B**  
**Hyperledger Foundation Charter**  
The Linux Foundation

Effective 22 January 2016 / Last amended 13 October 2021

**1. Mission of the Hyperledger Foundation.**

The mission of the Hyperledger Foundation is to:

- a. Foster and coordinate the premier community of software developers building enterprise grade open source software, in the form of platforms, libraries, tools and solutions, for multiparty systems using blockchain, distributed ledger, and related technologies.
- b. Host the technical infrastructure for the Foundation, establishing a neutral home for community infrastructure, meetings, events, and collaborative discussions.
- c. Drive broad adoption of the technology by building a substantial and diverse ecosystem of solution providers delivering production solutions and networks, and organizing industry end-users.
- d. Advocate for the use and adoption of enterprise multiparty systems technologies through marketing, education and outreach; and work with other aligned organizations to accelerate implementation and public acceptance.

**2. Membership.**

- a. The Hyperledger Foundation shall be composed of Premier, General, and Associate Members. All Premier and General Members must be current corporate members of The Linux Foundation (at any level) to participate in the Hyperledger Foundation as a member. Anyone may propose a contribution to the Hyperledger Foundation's technical codebase regardless of membership status. All participants in the Hyperledger Foundation, including Associate Members, enjoy the privileges and undertake the obligations described in this Hyperledger Foundation 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 will comply with all such policies as the LF Board of Directors and/or the Hyperledger Foundation may from time to time adopt with notice to members.
- b. 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 Hyperledger Foundation ("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 Hyperledger Foundation does not confer any benefits or rights to the members of the Associate Member.

- c. Premier Members shall be entitled to appoint a representative to the Governing Board, the Marketing Committee and any other committees established by the Governing Board, excluding, for avoidance of doubt, appointment of a representative to the TSC; election to the TSC is as set forth in Section 4 below.
- d. General Members shall be entitled to annually elect one representative to the Governing Board for every ten (10) General Members, up to a maximum of two (2) representatives, provided that there shall always be at least one (1) General Member representative, even if there are less than ten (10) General Members. The election process shall be determined by the Governing Board.
- e. Premier Members, General 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 the Hyperledger Foundation.

### **3. Governing Board**

- a. Composition – the Governing Board voting members shall consist of:
  - i. Up to twenty-one (21) Premier Members with one representative appointed by each Premier Member;
  - ii. elected General Member representative(s) per Section 2.d.;
  - iii. the Chair elected by the TSC, as defined in Section 4 below.
- b. Conduct of Meetings
  - i. Governing Board meetings shall be limited to the Governing Board representatives 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 confidential unless approved by the Governing Board. The Governing Board may invite guests to participate in consideration of specific Governing Board topics (but such guests may not participate in any vote on any matter before the Governing Board). The Governing Board should encourage transparency, including the public publication of public minutes within a reasonable time following their approval by the Governing Board.

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

i. approving a budget directing the use of funds raised by the Hyperledger Foundation from all sources of revenue;

ii. electing a Chair of the Hyperledger Foundation to preside over Governing Board meetings, authorize expenditures approved by the budget, and manage any day-to-day operations;

iii. overseeing all Foundation business and marketing matters;

iv. adopt and maintain policies or rules and procedures for the Hyperledger Foundation (subject to LF approval) including but not limited to (a) a Code of Conduct, (b) a trademark policy, (c) any compliance or certification policies, and (d) policies, procedures, requirements and recommendations to further the diversity of participants in the Hyperledger Foundation, its committees and sub-projects;

v. working with the TSC on defining and administering any programs for certification, including any Foundation certification or processes for the Hyperledger Foundation;

vi. approving procedures for the nomination and election of (1) General Member representatives to the Governing Board, and (2) any officer or other positions created by the Governing Board.

vii. voting on all decisions or matters coming before the Governing Board.

#### **4. Technical Steering Committee (“TSC”)**



- a. Composition
  - i. There shall be an annual nomination and election period for electing Contributors or Maintainers to the TSC. The TSC voting members shall consist of fifteen (15) elected Contributors or Maintainers chosen by the Active Contributors. An Active Contributor is defined as any Contributor as defined in Section 4.b who has had a contribution accepted during the prior twelve (12) months. The TSC shall approve the process and timing for nominations and elections.
- b. Technical projects overseen by the TSC involve Maintainers and Contributors:
  - i. Contributors: anyone in the technical community that contributes code, documentation, or other technical artifacts to a Hyperledger source code repository, wiki, or other official asset repository.
  - ii. Maintainers: Contributors who have the ability to approve pull requests or commit code and contributions directly to a project's source code repository. A Contributor may become a Maintainer by a majority approval of the existing Maintainers.
- c. Participation in the Hyperledger Foundation through becoming a Contributor and/or Maintainer is open to anyone. The TSC may:
  - i. establish work flows and procedures for the submission, approval and closure or archiving of projects,
  - ii. establish criteria and processes for the promotion of Contributors to Maintainer status, and
  - iii. amend, adjust, and refine the roles of Contributors and Maintainers listed in Section 4.b., create new roles and publicly document responsibilities and expectations for such roles, as it sees fit.
- d. The TSC shall elect a TSC Chair, who will 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 Hyperledger Foundation.
- e. Responsibilities: The TSC is responsible for:

- i. coordinating the technical direction of the Hyperledger Foundation;
- 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. creating sub-committees or working groups to focus on cross-project technical issues or opportunities;
- iv. communicating with external and industry organizations concerning related technical matters;
- v. appointing representatives to work with other open source or standards communities;
- vi. establishing community norms, workflows, or policies for releases;
- vii. discussing, seeking consensus, and where necessary, voting on technical matters relating to the code base that affect multiple projects; and
- viii. 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 Premier Member;
  - ii. non-voting representative(s), appointed by members of any other class of membership; and
  - iii. one or more non-voting Maintainers appointed by the TSC.
- 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, end user and technical communities to maximize the outreach and

visibility of the Hyperledger Foundation throughout the industry.

## **6. Voting**

- a. While it is the goal of the Hyperledger Foundation to operate as a consensus based community, if any decision requires a vote to move forward, the representatives of the Governing Board, TSC, or Marketing Committee, as applicable, shall vote on a one vote per voting representative basis.
- b. Quorum for Governing Board, TSC, or Marketing Committee meetings shall require two-thirds of the voting representatives. The Governing Board, TSC, or Marketing Committee may continue to meet if quorum is not met, but shall be prevented from making any decisions at the meeting. Any Governing Board representative who fails to attend two consecutive Governing Board meetings will not be counted for purposes of determining quorum requirements as of the third consecutive meeting and until they next attend a Governing Board meeting.
- c. Except as provided in Section 12.d. and 13.a., decisions by vote at a meeting shall require a majority vote, provided quorum is met. Except as provided in Section 12.d. and 13.a., decisions by electronic vote without a meeting shall require a majority of all voting representatives.
- d. In the event of a tie 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. All resolutions proposed for adoption by the Governing Board at a meeting, excluding resolutions to adopt minutes, shall be circulated in draft form to the members of the Governing Board at least two business days prior to the date of the meeting, and the text of such draft votes may be altered at such meeting.

## **7. 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.

## **8. Code of Conduct**

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

## **9. 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 the Hyperledger Foundation or otherwise related to the Hyperledger Foundation that will not be covered in full by funds raised by the Hyperledger Foundation.
- c. In the event any unbudgeted or otherwise unfunded obligation arises related to the Hyperledger Foundation, The Linux Foundation will coordinate with the Governing Board to address gap funding requirements.

## **10. 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 Hyperledger Foundation's first \$1,000,000 of gross receipts and 6% of the Hyperledger Foundation'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 the Hyperledger Foundation that is inconsistent with the tax exempt purpose of The Linux Foundation.

## **11. General Rules and Operations.** Hyperledger Foundation members and the Linux Foundation staff and contractors assigned to the Hyperledger Foundation shall:

- a. engage in the work of the Hyperledger Foundation 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 with the press relations resources assigned to the project for all related press and analyst relations activities;
- d. upon request, provide information regarding the Hyperledger Foundation participation, including information regarding attendance at Hyperledger Foundation-sponsored events, to The Linux Foundation;
- e. coordinate with The Linux Foundation in relation to any websites created directly for the Hyperledger Foundation; 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.

## **12. Intellectual Property Policy**

- a. Members agree that all new inbound code contributions to the Hyperledger Foundation 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 licenses expressly granted in the Apache License, Version 2.0 with respect to such contribution.
- b. All outbound code will be made available under the Apache License, Version 2.0.
- c. All documentation will be contributed to and made available by the Hyperledger Foundation under the Creative Commons Attribution 4.0 International License (available at <http://creativecommons.org/licenses/by/4.0/>).
- d. 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 Hyperledger Foundation'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@hyperledger.org](mailto:legal@hyperledger.org) to obtain exception approval.

- e. Subject to available Foundation funds, the Hyperledger Foundation may engage The Linux Foundation to determine the availability of, and register, trademarks, service marks, and certification marks, which shall be owned by the LF.

### **13. Amendments**

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

*Review Copy - Not for Execution*

## Exhibit C

### Membership Levels

The membership levels and associated fees are listed below.

Membership Class	Annual Membership Fees
Premier Member	\$250,000
General Member	See Fee Scale
Associate Member (pre-approved non- profits, open source projects, and government entities)	\$0

The annual fee for General membership is determined according to the following table, based on your current consolidated employee headcount:

Consolidated Employees	General Fees
5,000 and above	\$50,000
Between 2,000 and 4,999	\$30,000
Between 500 and 1,999	\$20,000
Between 50 and 499	\$10,000
Less than 50	\$5,000

**Linux Foundation Membership Information.** Your organization will need to be a current member of the LF. If your organization is already a member of the LF, there is no need to do anything. If you are not a member of the LF, there are three tiers of LF membership available. The fees associated with each level of LF membership are included below for non-members to easily reference. Please visit the Corporate Membership page at the LF web site for full details:

- LF Platinum – \$500,000
- LF Gold – \$100,000
- LF Silver – Under 100 employees: \$5,000; 100-499 employees: \$10,000; 500-4,999 employees: \$15,000; 5,000 or more employees: \$20,000.
- LF Associate membership is available for non-profit, open source, and government entities at no cost.