

THE LINUX FOUNDATION

THE SEL4 FOUNDATION FUND Directed Fund Participation Agreement

Thank you for your interest in joining the sel4 Foundation Fund (the “Directed Fund”), a directed fund project of The Linux Foundation (the “LF”). The purpose of the Directed Fund is to raise, budget and spend funds in support of the sel4 Project a Series of LF Projects, LLC (the “Technical Project”), an open source project and individual series of LF Projects, LLC, a Delaware series limited liability company. The governance for the Directed Fund will operate pursuant to the Directed Fund Charter (the “Charter”), set forth as Exhibit B, and as amended in the future by the Directed Fund’s Governing Board with the approval of the LF. **Please note** that you must be a member of the LF to be eligible to participate as a member of the Directed Fund. 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 Charter and will comply with all such policies as the LF Board of Directors and/or the Directed Fund’s Governing Board may from time to time adopt with notice to members. The LF reserves the right to refuse any Participation Agreement submitted by a member who has payment obligations outstanding to the LF or to any other LF directed funds. Technical oversight governance for the Technical Project is set forth in the Technical Charter, available on the project’s website or source repository.

Please have this Participation Agreement (the “Agreement”) executed by an authorized representative of the member company named below (“Member”) and send a copy in PDF form by email to 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.

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.

Premium Membership Term:

Premium membership requires an initial two-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 second anniversary of membership, if membership is not canceled at least thirty days prior to the second anniversary of membership, a prorated amount of the applicable fees for the remainder of that calendar year (a “stub period”) 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 annual fee for General membership, please indicate your current consolidated employee headcount in the membership level selected. Solely for purposes of calculating fees, Consolidated Employees include all employees of Related Companies (as defined in the Charter), which include 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 not canceled at least thirty days prior to the first anniversary of membership, a prorated 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).

Membership Terms:

For all levels of membership, an initial full year's payment of fees is due upon receipt and acceptance of an executed membership agreement and payable within thirty days of the date of invoice from the LF. Agreements signed before the 15th of the month will be invoiced as if active on the first of the month of signature. Agreements signed on or after the 15th will be invoiced as if active on the 1st of the following month. All fee amounts are irrevocable and non-refundable commitments based in US Dollars. We reserve the right to refuse your Participation Agreement if you have outstanding obligations to the LF or any other LF projects. In no event will fees be refunded, upon a Member's resignation or otherwise.

Each Member acknowledges that the LF and other members of the Directed Fund depend upon reliable participation renewal information to budget effectively, and that the LF's ability to provide services to the Directed Fund would suffer in the event of nonpayment of participation fees. Each Member acknowledges The Linux Foundation's Good Standing Policy, available at <https://www.linuxfoundation.org/good-standing-policy>.

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 any stub period, and its obligation to pay participation fees for the following calendar year or stub period, as applicable, will renew annually for successive one-year terms, unless the applicant delivers written notice of non-renewal to the LF on or before December 1 of the current membership year.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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: _____

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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: _____

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Exhibit B

The seL4 Foundation Fund Charter

The Linux Foundation
As Amended August 26, 2020

1 Mission and scope of the seL4 Foundation Fund

- (a) The purpose of the seL4 Foundation Fund (the **Directed Fund**) is to raise, budget and spend funds in support of the seL4 technical project carried out by seL4 Series, LLC, which is a Series of LF Projects, LLC (the **Technical Project**), in accordance with the provisions of this Charter. The governance of the Technical Project is as set out in the charter for the Technical Project (the **Technical Charter**).
- (b) The Directed Fund is managed by the Governing Board of the Directed Fund (the **seL4 Board**) and operates under the guidance of The Linux Foundation (the **LF**) as may be consistent with the LF's tax-exempt status.

2 Membership

- (a) The Directed Fund will be composed of Premium, General and Associate Members in good standing (each, a **Member** and, collectively, the **Members**). The LF's Good Standing Policy is available at <https://www.linuxfoundation.org/good-standing-policy> and will apply to Members of the Directed Fund.
- (b) All Members **enjoy the privileges and undertake the obligations described in**, and must comply with, **this Charter, as from time to time amended by the seL4 Board with the approval of the LF**. Members will be entitled to:
 - (i) participate in Directed Fund general meetings, initiatives, events and any other activities; and
 - (ii) **identify themselves as members of the seL4 Foundation Fund supporting the seL4 project community**, but subject always to any trade mark or service mark policies and rules established by the seL4 Board.
- (c) **All Members must be current corporate members of the LF (at any level) to participate in the Directed Fund as a member**. The Associate Member category of membership is limited to Associate Members of the LF. The seL4 Board may set additional criteria for joining the Directed Fund as an Associate Member.
- (d) During the term of their membership, all Members must comply with all such policies in relation to the Directed Fund and their membership as the seL4 Board and/or LF Board of Directors may adopt with notice to Members.
- (e) In recognition of their significant in-kind contributions to the seL4 technology:
 - (i) The Commonwealth Scientific and Industrial Research Organisation through the Trustworthy Systems Research Group of its Data61 business, or any successor research group (**Trustworthy Systems Research Group**) will receive, at the inception of the Directed Fund, a membership at the Premium Member level, free of charge, for a five-year term, renewable for successive five-year terms by a simple majority vote of the seL4 Board.

- (ii) The University of New South Wales (“UNSW”) will receive a membership at the Premium Member level, free of charge, for a five-year term, renewable for successive five-year terms by a simple majority vote of the seL4 Board.
- (f) If a Member is itself a foundation, association, consortium, open source project, membership organisation, user group or other entity that has members or sponsors, then the rights and privileges granted to that Member will extend only to the employees of that Member, and not to its members or sponsors, unless specifically approved by the seL4 Board.
- (g) Directed Fund Membership is non-transferable, non-salable and non-assignable, except a Member may transfer its current Membership benefits and obligations to a successor of substantially all its business 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 LF membership.

3 seL4 Board

(a) Initial Board:

From the establishment of the Directed Fund to the first annual general meeting of the Directed Fund (to be held in accordance with section 4(a)(ii)), the seL4 Board will consist of the following voting members (**Board Members**):

- (i) The Founders of the seL4 technology, represented by June Andronick, Gerwin Klein of CSIRO and Gernot Heiser of UNSW.
- (ii) Independent members John Launchbury of Galois Inc, Daniel Potts of Ghost Locomotion Inc and Sascha Kogreiß of HENSOLDT Cyber GmbH.
- (iii) Each Premium Member, so long as they do not have an employee on the Board by operation of 3.a.i. or 3.a.ii. above, is entitled to appoint 1 voting member to the seL4 Board.

(b) Composition:

From the first annual general meeting of the Directed Fund, the seL4 Board will consist of the following voting members (**Board Members**):

- (i) For five years from the creation of the seL4 Foundation, the Founders of the seL4 technology, will continue to be represented by June Andronick, Gerwin Klein and Gernot Heiser. These terms may be extended for successive five-year terms by a simple majority vote of the seL4 Board.
- (ii) Each Premium Member, so long as they do not have an employee on the Board by operation of 3.b.i. above, is entitled to appoint 1 voting member to the seL4 Board.
- (iii) Each General Member is entitled to nominate a candidate for election to represent General Members on the seL4 Board. General Members, acting as a class, will then elect 1 voting member to the seL4 Board at each annual general meeting. The seL4 Board determines the election process.
- (iv) The chair of the technical steering committee of the Technical Project (the **TSC Chair**) will be a voting member on the seL4 Board to represent the views of the technical

steering committee and the Technical Project, if not separately appointed under any of the preceding sections.

Associate Members are not entitled to appoint **representatives** to the seL4 Board, and will not be represented as a class.

(c) **Conduct of meetings:**

- (i) Unless all Board Members agree otherwise, they must receive at least 5 business days' written notice of a meeting.
- (ii) seL4 Board meetings **will be** private (that is, **limited to the** Board Members, **invited guests, and LF staff**) unless decided otherwise by the seL4 Board. The seL4 Board **may decide whether to allow** any Board **Member** to nominate **an alternate** person to attend in their place for a specific meeting of the seL4 Board or any Committee. The seL4 Board may invite (non-voting) guests to participate in the consideration of specific topics. The meetings may be conducted electronically, via teleconference, or in person at the discretion of the seL4 Board.

(d) **Quorum and voting:**

- (i) Quorum for seL4 Board meetings requires the presence of at least 50% of the Board Members. If notice of the meeting has been given in accordance with section 3(c)(i), the seL4 Board may continue to meet even if quorum is not met, but may not make any decisions at the meeting.
- (ii) Each Board Member has 1 vote.
- (iii) While the seL4 Board will strive to make decisions based on consensus, except where otherwise required in this Charter, decisions of the seL4 Board will be passed by a simple majority vote at a meeting provided quorum is met. The seL4 Board may pass decisions without a meeting if each Board Member signs a document stating that they are in favour of the decision set out in the document.
- (iv) In the event of a tied vote with respect to an action that cannot be resolved by the seL4 Board, the Chair may refer the matter to the LF for assistance in reaching a decision. If there is a tied vote in any Committee that cannot be resolved, the matter may be referred to the seL4 Board.

(e) **Officers:**

- (i) The seL4 Board will appoint by majority decision the following officers (**Officers**) at its first meeting: the Chairperson (**Chair**) and the Treasurer of the Directed Fund (**Treasurer**). Additional Officer positions may be created by the seL4 Board.
- (ii) The Chair will preside over meetings of the seL4 Board, manage any day-to-day operational decisions, and will submit minutes for seL4 Board approval.
- (iii) The Treasurer will assist in the preparation of budgets for seL4 Board approval, monitor expenses against the budget, and authorise expenditures approved in the budget.

(f) **Responsibilities:**

The seL4 Board is responsible for overall management of the Directed Fund, including:

- (i) raising funds for specific projects in support of the Technical Project;

- (ii) approving a budget directing the use of funds raised by the Directed Fund from all sources of revenue;
- (iii) nominating and electing Officers of the Directed Fund;
- (iv) overseeing all seL4 Directed Fund business and community outreach matters, and working with the LF on any legal matters that arise;
- (v) adopting **and maintaining policies or rules and procedures for the Directed Fund (subject to the LF approval)**, including any procedures for the nomination and election of any member to the seL4 Board;
- (vi) establishing any Committees to support the Directed Fund and/or Technical Project;
- (vii) establishing any conformance programs from the Technical Project (including in relation to verification), and approving any recommendations from the TSC for policies and processes for contributions;
- (viii) establishing policies and rules in relation to the use of any trade or service marks used by or in relation to the Technical Project, whether registered rights or based on common law;
- (ix) publishing use cases, user stories, websites and priorities to help inform the ecosystem and technical community; and
- (x) voting on all decisions or matters coming before the seL4 Board.

The Directed Fund will also have such working groups, councils, committees and similar bodies (collectively, **Committees**) as are established by the seL4 Board. These Committees report to the seL4 Board. Sections 3(c) and 3(d) apply with the necessary changes to meetings of any Committee.

4 Directed Fund rules and operation

- (a) The seL4 Board must:
 - (i) ensure that the activities funded by the Directed Fund engage in the work of the Technical Project in a professional manner consistent with maintaining a cohesive community, while also maintaining the goodwill and esteem of the LF in the open source community;
 - (ii) convene an annual general meeting of the Members of the Directed Fund within 12 months after its establishment, or within 3 months after the date the Directed Fund first has 20 Premium and General Members, whichever occurs first, and thereafter once in each calendar year and within 5 months after the end of the financial year. At least 20 business days' written notice of a meeting must be given to all Members. The seL4 Board otherwise determines the rules for any general meeting;
 - (iii) respect the rights of all trademark owners, including any branding and usage guidelines;
 - (iv) engage or coordinate with the LF on all outreach, website and marketing activities regarding the Directed Fund or on behalf of the Technical Project that invoke or associate the name of the Technical Project or the LF; and
 - (v) operate under such rules and procedures as may be approved by the LF.

- (b) The seL4 Board must never commit to spend in excess of funds raised by the Directed Fund. The budget and the purposes to which the Directed Fund is applied must be consistent with the non-profit and tax-exempt mission of the LF, and the goals of the Technical Project.
- (c) The LF will provide the seL4 Board with regular reports of spend levels against the budget. Under no circumstances will the LF have any expectation or obligation to undertake an action on behalf of the Directed Fund or otherwise related to the Directed Fund that is not covered in full by funds raised by the Directed Fund.
- (d) In the event an unbudgeted or otherwise unfunded obligation arises related to the Directed Fund, the LF will coordinate with the seL4 Board to address gap funding requirements.
- (e) The LF will have custody of and final authority over the usage of any fees, funds and other cash receipts raised by the Directed Fund.
- (f) A General & Administrative (**G&A**) fee will be applied by the LF to any funds raised by the Directed Fund to cover finance, accounting, and operations contributions made by the LF. The G&A fee will be 9% of the Directed Fund's first \$1,000,000 of gross receipts each year and 6% of the Directed Fund's gross receipts each year over \$1,000,000.

5 Subsidiaries and Related Companies

- (a) Definitions:
 - (i) **Subsidiaries** means any entity in which a Member owns, directly or indirectly, more than fifty percent of the voting securities or membership interests of the entity in question.
 - (ii) **Related Company** means 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.
- (b) Only the legal entity which has become a Member, and its Subsidiaries, will be entitled to enjoy the rights and privileges of such Membership; provided, however, that such Member and its Subsidiaries will be treated together as a single Member.
- (c) Only one Member that is part of a group of Related Companies may appoint, nominate and/or elect any Board Member. No single Member, company, or set of Related Companies will be entitled to appoint, nominate and/or elect more than 1 Board Member, except under section 3(b)(i), or where the TSC Chair is an employee of that Member, company, or set of Related Companies and becomes a voting member in accordance with section 3(b)(iv).

6 General Member obligations

- (a) Any trademarks relating to the Directed Fund or the Technical Project, including without limitation any mark relating to any conformance program, must be transferred to and held by seL4 Series, LLC, and must be available for use pursuant to LF Projects, LLC's trademark usage policy, available at www.lfprojects.org/trademarks/ and in accordance with any policies and rules in relation to the use of any seL4 trademarks established by the seL4 Board.

- (b) All Members must abide by the LF's Antitrust Policy available at <http://www.linuxfoundation.org/antitrust-policy> .
- (c) All Members must encourage open participation from any organisation able to meet the membership requirements, regardless of competitive interests. The seL4 Board will 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.

7 Amendments

- (a) **This Charter may be amended by a two-thirds vote of the seL4 Board, subject to approval by the LF.**

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Exhibit C

The membership levels and associated fees are listed below.

Select	Membership Class	Annual Membership Fees
<input type="checkbox"/>	Premium Member	\$100,000
<input type="checkbox"/>	General Member	See Fee Scale
<input type="checkbox"/>	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	Annual General Membership Fees
5,000 and above	\$30,000
Between 2,000 and 4,999	\$20,000
Between 500 and 1,999	\$10,000
Up to 499	\$3,000

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.