TRUSTED FIRMWARE PROJECT CHARTER

1) Mission of the Trusted Firmware Project

The mission of the Trusted Firmware Project is to:
   a) Develop and maintain reference software (firmware) for SoCs which provides trusted boot, secure runtime interface and secure services;
   b) Create industry standardization for firmware interfaces and APIs to access secure services and to offload secure features to varied hardware implementations;
   c) Enable and assist SoC manufacturers to adopt Trusted Firmware for their products and to host and maintain their platform ports;
   d) Establish mechanisms for validating Trusted Firmware interfaces and platform ports and make those available to project members;
   e) Establish a governance and maintainer model that provides long-term support for the current and future work around Trusted Firmware and SoC security standards; and
   f) Develop and implement specific projects (including, for example, security/safety certification) to further the goals of the project.

2) Membership

   a) The Project is comprised of: Diamond, Platinum, General, Community and Individual Members.
      i) General members are categorized as G1, G2 or G3 depending on their membership class. See the Membership Agreement for further details.

Membership Tier Proposal

*: Only for G2 & G3 General members
G1: $2.5K (0 to 50 empl. only)
G2: $10k (0-499)
G3: $25k (500+)

	Diamond	Platinum	General	Community (Uni/Non-profit)	Individual (invite only)	Non-Member
Code Access, Review Participation	Yes	Yes	Yes	Yes	Yes	Yes
Technical Forums	Yes	Yes	Yes	Yes	Yes	Yes
Logo and marketing recognition (scaled per tier)	Yes	Yes	Yes	Yes	N/A	No
Technical Steering Committee (TSC) seat + vote	Yes (2 votes each)	Yes (1 vote each)	Yes (1 vote every 5)	Yes (1 vote every 5)	Yes	No
Governing Board seat + vote	Yes (2 votes each)	Yes (1 vote each)	Yes* (1 vote every 5)*	Yes (1 vote every 5)	No	No
Boards in Open CI	2 new / year	1 new / year	No	No	No	No
Fees	$100k	$50k	G1: $2.5K G2: $10K G3: $25K	$2.5K	$500	No

Table 1: Membership Tier Details

   b) Individual Members will be upon invitation by the Governing Board and subject to

Governing Board approval.

c) All Members will be entitled to participate in general meetings, initiatives, events and any other activities as appropriate; and to identify themselves as members of the Trusted Firmware Project.

d) The minimum number of Diamond/Platinum members required for initial project viability is four. The Governing Board may, from time to time, review the minimum number of Diamond/Platinum members required for the ongoing viability of the project.

e) In addition to the other rights set forth in this Charter, Platinum Members will each:
   i) be entitled to appoint one voting representative to the Governing Board and any other committees established within the Project as established by the Governing Board;
   ii) enjoy the most prominent placement in displays of membership logos; and
   iii) receive such other benefits as the Governing Board or Linaro may make available to Platinum Members;
   iv) be entitled at no additional costs beyond membership fees the option to add one hardware platform per year into the Trusted Firmware Open CI validation infrastructure; [1]

f) In addition to the other rights set forth in this Charter, Diamond members will have all rights included inPlatinum membership plus the following:
   i) are entitled to appoint one additional voting representative to the Governing Board and any other committees established within the Project as established by the Governing Board. If the Diamond member chooses to have only one voting representative, that voting representative shall carry two votes;
   ii) have the option to add one additional hardware platform (to a total of two) per year into the Trusted Firmware Open CI validation infrastructure[2]

g) Both Diamond and Platinum Members also have the option to retain hardware platforms from previous years in the Open CI infrastructure as long as membership status remains current and the platform is maintained in the corresponding Trusted Firmware project. A maximum of 10 and 5 hardware platforms for each Diamond and Platinum member respectively can be retained in Open CI at any point in time.

h) General and Community Members are entitled to elect and appoint one voting representative to the Governing Board (Community, G2 and G3 only) and any other sub-committees established within the Project as defined in section 4)d), per every five members, by a means approved by the Governing Board or corresponding committee. If the number of Members is not a multiple of five, the number of voting representatives shall be rounded up to the next multiple of five members. If there are less than five Members, they may still elect one voting representative.

i) In addition to the other rights set forth in this Charter, General Members will each:
   i) enjoy prominent placement in displays of membership logos; and
   ii) have priority for available Diamond or Platinum Memberships based on the seniority of the date the General Member joined the Project as a General Member.

j) In addition to the other rights set forth in this Charter, Community Members will each:

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[1] If not exercised, this right is not rolled over to the next year. However, under extraordinary circumstances if the right can't be exercised for reasons beyond the Members' control, the Board can decide to allow its completion to roll over up to the next year.
[2] Same as note [1]

i)   enjoy display of membership logos

k) Member's Affiliates will have the same rights as granted to Member, provided Member shall ensure that such Affiliates comply with the terms of this Agreement, and Member shall be responsible for any breach by such Affiliates, where "Affiliate" means a company that, now or in the future, directly or indirectly, is Member's parent or such parent's subsidiary.

3) Project Governing Board

a) The Project Governing Board ("Board") will consist of:
   i)   up to two named representatives from each Diamond Member;
   ii) one named representative from each Platinum Member;
   iii) a minimum of one named representative from the General Members (G2 and G3 only), as applicable;
   iv) a minimum of one named representative from the Community Members, as applicable.

b) Responsibilities of the Governing Board:
   i)   approve periodic budgets directing the use of Project funds;
   ii)   elect a Chair of the Governing Board, from time to time, to preside over meetings
   iii) authorize non-budgeted expenditures in excess of $1,500;
   iv)   define procedures for the nomination and election of the General (G2 and G3 only) and Community Member representatives to the Board;
   v)   vote on decisions or matters before the Board;
   vi)   oversee all non-technical business, security and marketing matters;
   vii) determine if required, and define, create and oversee any other committees to further the Project;
   viii) adopt and maintain other policies, rules or procedures for the Project (subject to Linaro approval) as appropriate, such as a Code of Conduct or any certification policies.

c) The Governing Board may, subject to approval by Linaro, designate officer positions within the Project, set procedures for the election of any such officer, or create other positions (e.g., Project director) within the Project. Any hiring decisions with respect to such positions, are subject to approval by Linaro.

4) Conduct of Board / Sub-committee Meetings:

a) Board meetings will be limited to the Board representatives and follow the requirements for quorum and voting outlined in this Charter. The Board may allow invited guests to attend Board meetings as observers.

b) Should a Board Representative be unable to attend, they may designate a named delegate to act on their behalf, including any voting responsibilities and commitments. The name of the Delegate shall be provided to the Board Meeting organizer at least 1 hour prior to the start of the meeting.

c) Board meetings will be confidential unless approved by the Board. The Board should encourage transparency, including the publication of non-confidential minutes within a reasonable time following their approval.

d) Where deemed necessary, additional sub-committees may be formed within the Trusted Firmware domain. These will each be governed by their own representatives and follow the guidelines of this section.

5) Quorum and Voting

a) Quorum for Board or Sub-committee meetings requires two-thirds of the voting representatives of the Governing Board present either in-person or via electronic means. The Board may continue to meet if quorum is not met, but will not make any binding decisions at the meeting.

b) 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 Board or any other committees established within the Project will vote on a one vote per representative basis.

c) Except as provided in section 11(a), decisions by vote will be based on a majority vote of the voting representatives present either in-person or via electronic means.

d) In the event of a tied vote with respect to an action by the Board or other Sub-committee established within the project, the Chair of the Board or such Sub-committee will submit a tie-breaking vote.

e) The Chair of the Board or other Sub-committee established within the project, as applicable, may conduct any vote using an appropriate electronic voting mechanism, including the collection of votes via email. In the case of an electronic vote where the topic has not been previously discussed in a meeting, if any two voting representatives object to the electronic vote, the topic will be put onto the agenda at the next meeting at which point the decision may then be put up for a vote.

6) Antitrust Guidelines

a) All members shall abide by Linaro's Community Projects Antitrust Compliance Policy available at: http://www.linaro.org/communityprojects/antitrust-policy.

b) All Project members will encourage open participation from any organisation able to meet the membership requirements, regardless of competitive interests. The Board will not seek to exclude members based on any criteria, requirements or reasons other than those used for all members.

7) Budget

a) The Board will approve an annual budget and never commit to spend in excess of funds raised.

b) Linaro will provide the Board with regular reports of expenditure against the budget. In no event will Linaro have any obligation to undertake any action on behalf of the Project or otherwise related to the Project that will not be covered in full by funds raised by the Project. In the event that any unbudgeted or otherwise unfunded obligation arises related to the Project, Linaro will liaise with the Board to address funding the gap or alternative mitigating actions.

8) Treasury and Project Expenses

    a) Linaro will have custody of and final authority over the usage of any membership fees, funds and other cash receipts.

    b) Linaro will charge the Project expenses incurred on a monthly basis covering accounting, legal, operational and infrastructure costs. Expenses will be charged at cost to Linaro, i.e. Linaro will not mark up the costs it incurs on the Project. Linaro will not contract with third-parties, on behalf of the project, without prior approval by the Board.

    c) Under no circumstances will Linaro be expected to or be required to undertake any action on behalf of the Project that would compromise Linaro's tax-exempt Mutual Trade status.

9) Project IP Policy and Licensing

    a) Anyone may participate in and contribute to the Project's technical codebase regardless of membership status and subject to any Project contribution guidelines and code of conduct as identified in the Project.

    b) All new inbound code contributions to the Project will be made under the BSD-3-Clause license https://spdx.org/licenses/BSD-3-Clause.html accompanied by a Developer Certificate of Origin sign-off (http://developercertificate.org);

    c) All outbound code will be made available under the BSD-3-Clause license https://spdx.org/licenses/BSD-3-Clause.html, except for code included from other projects, in which case the original license text will be included in the source files. These exceptions and the related license terms will be listed in the project code documentation.

    d) Importing additional code into the Trusted Firmware project from other projects that use a license other than the BSD 3-Clause license will need to be fully understood in context and approved by the Board.

    e) Contributed documentation will be received and made available by the Project under the Creative Commons Attribution 4.0 International License http://creativecommons.org/licenses/by/4.0/

    f) The Board will determine whether any trademarks should be registered relating to the Project, and any such trademarks will be held by Linaro.

10) Technical Steering Committee ("TSC")

The Board will establish a Project Technical Steering Committee the "TSC". The TSC will be responsible for oversight of the technical codebase, the release process and liaison with the technical community. The TSC and Board are expected to operate independently although the TSC will report to and advise the Board as appropriate. During the initial start-up period the TSC members shall consist of appointed representatives from each Board Member.

    a) The TSC shall elect a TSC Chair, who will be a voting member of the Board and will be expected to act as a liaison between the Board and technical leadership of the project. The Technical Steering Committee (TSC) is considered a sub-committee.

    b) The TSC shall also be responsible for:
        i) determining the appropriate size and membership composition of the TSC, from time to time, to include General Member and Community Member

representation, and as appropriate maintainers, contributors and other technical experts from the community:

    ii)   coordinating the technical direction of the Project;

    iii)   approving individual projects and designated maintainers according to a project lifecycle document to be developed by the TSC;

    iv)   communicating with external and industry organizations concerning Project technical matters;

    v)   appointing representatives to work with other open source or open standards communities;

    vi)   establishing election processes for Maintainers or other leadership roles in the technical community;

    vii)   creating sub-committees or working groups to focus on cross-project technical issues or opportunities;

    viii)   subject to the approval of the Board, creating and amending, as may be required from time to time, process documents, which outline and describe the procedures for, inter alia, contributing to, maintenance of, and auditing of the audited (secure) codebase; and

    ix)   voting on technical matters relating to the codebase.

11) Amendments

    a)   This charter may be amended by not less than a two-thirds vote of the total voting representatives, subject to approval by Linaro.