

**Technical Charter (the “Charter”)
for
KernelCI Project a Series of LF Projects, LLC**

Amended July, 2026

This charter (the “Charter”) sets forth the responsibilities and procedures for technical contribution to, and oversight of, the KernelCI Project, which has been established as KernelCI Project a Series of LF Projects, LLC (the “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 leverage an open source community to improve the quality, security, stability and long-term maintainability of the Linux kernel.
- 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.

2. Technical Steering Committee

- a. The Technical Steering Committee (the “TSC”) will be responsible for all technical oversight of the open source Project.
- b. The voting members of the TSC consist of (3) members determined by election plus the Infrastructure Lead (as defined in Section 3). The TSC may choose an alternative approach for determining the voting members of the TSC, and any such alternative approach will be documented in the source repository.
- c. TSC voting members will serve one-year terms and the TSC will hold annual elections. A TSC member may run for re-election and serve successive terms.
- d. TSC meetings are intended to be open to the public, and can be conducted electronically, via teleconference, or in person.
- e. Each TSC member has one vote, provided, however, that in the event that two or more TSC members are employed by the same company or group of related companies (“Related Companies”), those TSC members will be limited to one vote. The TSC will promptly hold elections to fill the resulting vacancy or vacancies.
- f. TSC projects generally will involve Contributors and Committers. The TSC may adopt or modify roles so long as the roles are documented in the project’s source repository. Unless otherwise documented:

- i. Contributors include anyone in the technical community that contributes code, documentation, hardware, compute resources 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.
- g. 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.
- h. The TSC may (1) establish workflow 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 TSC roles, as it sees fit.
- i. The TSC will elect a TSC Chair, who will preside over meetings of the TSC and will serve for a period of one (1) year or until their resignation or replacement by the TSC. The TSC Chair, or any other TSC member so designated by the TSC, will serve as the primary communication contact between the Project and the KernelCI Initiative Fund of The Linux Foundation.
- j. The TSC Chair may be replaced by a two-thirds vote of the TSC.
- k. Responsibilities: The TSC will be responsible for all aspects of oversight relating to the Project, which may include:
 - i. coordinating the technical direction of the Project;
 - ii. approving project or system proposals (including, but not limited to, incubation, deprecation, and changes to a sub-project’s scope);
 - iii. organizing sub-projects and removing projects;
 - iv. creating sub-committees or working groups to focus on cross-project technical issues and requirements;
 - v. appointing representatives to work with other open source or open standards communities;

- vi. establishing community norms, workflows, policies for onboarding kernel trees and hardware platforms, issuing releases, and security issue reporting policies;
- vii. approving and implementing policies and processes for contributing (to be published in the project source repository) and coordinating with the Series Manager to resolve matters or concerns that may arise as set forth in Section 7 of this Charter;
- viii. discussions, seeking consensus, and where necessary, voting on technical matters relating to the code base that affect multiple projects;
- ix. coordinating any marketing, events, or communications regarding the Project with the LF Projects Manager or their designee;
- x. seeking feedback from the Linux kernel community and other members of the KernelCI community as driving the creation of processes for improving the feedback process over time; and
- xi. setting up a process (e.g. RFC, PEP, ...) for decision making around important technical architecture decisions in the project. Such a process should be used whenever consensus is not achieved.

3. The Infrastructure Committee

- a. The Infrastructure Committee will consist of contributors responsible for the development, deployment, and maintenance of the software projects operated as KernelCI services, including but not limited to Maestro, KCIDB, Storage, and the Web Dashboard. The Committee shall also include members of the Sysadmin Team, which functions as a sub-team within the Infrastructure Committee. Access to system administration secrets shall be granted to designated members of this sub-team as required.
- b. The Infrastructure Committee shall be responsible for:
 - i. Overseeing the reliable operation, maintenance, and continuous improvement of KernelCI infrastructure services;
 - ii. Managing the Sysadmin sub-team and defining procedures for secure access and operational best practices;
 - iii. Supporting the development and deployment of new infrastructure components aligned with the Project's technical roadmap;

and

- iv. Defining and maintaining policies for secure and efficient service operation.
- c. Initial membership shall be determined by the Technical Steering Committee based on key contributions and demonstrated ownership of KernelCI infrastructure projects.
- d. The Infrastructure Committee may vote to add or remove members at any time by a simple majority vote.
- e. Any member who has not actively contributed to the relevant infrastructure projects for more than six (6) consecutive months shall be automatically removed from the Committee.
- f. The voting members of both the TSC and the Infrastructure Committee will, together, elect an Infrastructure Committee Lead (the “Infrastructure Lead”) from among the voting members of the Infrastructure Committee to serve a two-year term.

4. Committee Voting

- a. While the Project aims to operate as a consensus based community, if any committee decision requires a vote to move the Project forward, the voting members of the applicable committee will vote on a one vote per voting member basis.
- b. Quorum for a committee meetings requires at least fifty percent of all voting members of the applicable committee to be present. The applicable committee 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 applicable committee.
- d. In the event a vote cannot be resolved by the TSC, any voting member of the TSC may refer the matter to the Series Manager for assistance in reaching a resolution.

5. 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 TSC 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 TSC, 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.

6. 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.
- d. The Project is a community for creating software enabling the sharing of results of tests on hardware. Any ownership, relationship or terms for providing hardware to test labs are between those parties and outside the scope of this Project and community.

7. 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.

8. 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 8.c., all contributions to the Project are subject to the following:
 - i. All new inbound code contributions to the Project must be made using an LGPL 2.1 (the "Project License").
 - 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 TSC-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 a 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. 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 TSC 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 TSC. Contributed files should contain license information, such as SPDX short form identifiers, indicating the open source license or licenses pertaining to the file.

9. Amendments

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