# Eclipse ThreadX Working Group Charter

Draft - Not Yet Approved
Version #0.2 Revision History at End

# Vision and Scope

The ThreadX working group's scope is to advance, promote, and support the technologies derived from or related to the Eclipse ThreadX project, including its components such as NetX Duo, FileX, USBX, GUIX, and others. The Eclipse ThreadX project produces a mature, high-quality, scalable, real-time operating system (RTOS) for use in multiple embedded software application domains including automotive, transportation, aerospace, IoT, consumer devices, and medical. Eclipse ThreadX and its components strive for high performance with minimum resource consumption. Also, Eclipse ThreadX is unique amongst open source RTOSes in that it has numerous safety and security certifications in place. The preservation of functional safety and security certifications will be a key mission of the ThreadX working group.

The Working Group will:

- Promote the ThreadX brand and its value in the marketplace.
- Drive adoption of ThreadX by establishing clear market positioning, marketing strategies, raising awareness in the marketplace, and developer advocacy.
- Provide vendor-neutral marketing and other services to the ThreadX ecosystem.
- Maintain and publish a public roadmap for ThreadX and its components.
- Establish and manage developer education programs targeted at the ThreadX community, including certification exams and their related credentials.
- Establish and manage programs to deliver: ThreadX ports to new architectures and microcontrollers, pervasive hardware support, and ThreadX distributions targeted at specific industries.
- Support the maintenance of safety and security artifacts to help certify devices including but not limited to IEC 61508, IEC 62304, ISO 26262, and EN 50128. This will

include contracting with external audit resources in support of the certification process.

- Define enhanced development processes for functional safety and security consistent with the Eclipse Foundation Development Process. Provide the necessary support and resources to the Eclipse ThreadX project to fulfill those requirements, such as tool chains, compilers, requirements tracking, and testing facilities.
- Create and curate a marketplace for Threadx extensions. Manage related marketing programs and initiatives.
- Define a branding and compatibility program for devices embedding ThreadX to help promote the brand in the marketplace.
- Leverage Eclipse-defined licensing and intellectual property flows that encourage community participation, protect community members, and drive usage and adoption at scale.
- Manage the overall technical and business strategies related to its open source projects.
- Establish and drive a funding model that enables this working group and its community to operate on a sustainable basis.

# Governance and Precedence

## Applicable Documents

The following governance documents are applicable to this charter, each of which can be found on the Eclipse Foundation Governance Documents page or the Eclipse Foundation Legal Resources page:

- Eclipse Foundation Bylaws
- Eclipse Foundation Working Group Process
- Eclipse Foundation Working Group Operations Guide
- Eclipse Foundation Code of Conduct
- Eclipse Foundation Communication Channel Guidelines
- Eclipse Foundation Membership Agreement
- Eclipse Foundation Intellectual Property Policy
- Eclipse Foundation  Antitrust Policy
- Eclipse Foundation Development Process
- Eclipse Foundation Trademark Usage Guidelines

All Members must be parties to the Eclipse Foundation Membership Agreement, including the requirement set forth in Section 2.2 to abide by and adhere to the Bylaws and then-current policies of the Eclipse Foundation, including but not limited to the Intellectual Property and Antitrust Policies.

In the event of any conflict between the terms set forth in this working group's charter and the Eclipse Foundation Bylaws, Membership Agreement, Development Process, Specification Process, Working Group Process or any policies of the Eclipse Foundation, the terms of the respective Eclipse Foundation Bylaws, Membership Agreement, process or policy shall take precedence.

# Membership

With the exception of Guest members as described below, an entity must be at least a <u>Contributing Member</u> of the Eclipse Foundation, have executed the Eclipse ThreadX Working Group Participation Agreement once defined and adhere to the requirements set forth in this Charter to participate.

The participation fees associated with each of these membership classes are shown in the Annual Participation Fees section. These are annual fees, and are established by the Eclipse ThreadX Steering Committee, and will be updated in this charter document accordingly.

The fees associated with membership in the Eclipse Foundation are separate from any Working Group membership fees, and are decided as described in the Eclipse Foundation Bylaws and detailed in the Eclipse Foundation Membership Agreement.

There are four classes of Eclipse ThreadX working group membership - Strategic, Participant, Supporter and Guest.

# Classes of Membership

## Strategic Members

Strategic Members are organizations that view this Working Group standards, specifications and technologies as strategic to their organization and are investing significant resources to sustain and shape the activities of this working group.  Strategic Members of the working group are required to commit to strategic membership for a three (3) year period.  Strategic Members of this working group must be at least a Contributing Member of the Eclipse Foundation.

Strategic members have no-fee access to the full set of safety and security artifacts to help certify their devices, including the right to sublicense (redistribute) the artifacts themselves in combination with a physical device such as an MCU or SOC.

# Participant Members

Participant Members are typically organizations that deliver products or services based upon related standards, specifications and technologies, or view this working group's standards and technologies as strategic to their organization. These organizations want to participate in the development and direction of an open ecosystem related to this working group. Participant Members of this working group must be at least a Contributing Member of the Eclipse Foundation.

Participant members have no-fee access to the full set of safety and security artifacts to help certify their devices.

# Supporter Members

Supporting Members are: (a) organizations that want to participate in an open ecosystem related to this working group and wish to show their initial support for it, and (b) organizations which are at least Contributing members of the Eclipse Foundation. Organizations may be Supporting Members for a maximum period of 1 year only, after which time they are expected to change their membership to a different level. Supporting Members may be invited to participate in committee meetings at the invitation of the respective committee, but under no circumstances do Supporting Members have voting rights in any working group body. Further, Supporting Members are not considered Participant Members as that term is defined in the Eclipse Foundation Specification Process. Supporting Members are required to execute the Working Group's Participation Agreement.

Supporter members do not have access to the safety and security artifacts.

# Guest Members

Guest Members are organizations which are Associate members of the Eclipse Foundation. Guest Members include R&D partners, universities, academic research centres, etc., but not for-profit organizations who would otherwise be expected to join as Contributing Members. Guests may be invited to participate in committee meetings at the invitation of the respective committee, but under no circumstances do Guest Members have voting rights.   Guest Members are required to execute the Working Group's Participation Agreement.

Guest members do not have access to the safety and security artifacts.

# Membership Summary

| Committee Representation | Strategic Member | Participant Member | Supporting Member | Guest Member | Project Lead Observer (Non Voting) |
|---|---|---|---|---|---|
| Steering Committee Member | Appointed | Elected | N/A | N/A | N/A |
| Marketing & Brand Committee Member | Appointed | Elected | N/A | N/A | N/A |
| Process Committee | Appointed | Elected | N/A | N/A | Appointed |

# Special Interest Groups

A Special Interest Group (SIG) is a lightweight structure formed within the Working Group with a focus to collaborate around a particular topic or domain of direct interest to the working group. SIGs are designed to drive the objectives of a subset of the Members of the Working Group in helping them achieve a dedicated set of goals and objectives. The scope of the SIG must be consistent with the scope of the Working Group Charter.

The creation of a SIG requires approval of the Steering Committee. Each SIG may be either temporary or a permanent structure within the working group. SIGs can be disbanded at any time by self selection presenting reasons to and seek approval from the Steering Committee. Steering Committees may disband a SIG at any time for being inactive or non compliant with the Working Group's Charter, or by request of the SIG itself.   SIGs operate as a non-governing Body of the Working Group.  There are no additional annual fees to Members for participation in a SIG.

# Sponsorship

Sponsors are companies or individuals who provide money or services to the working group on an ad hoc basis to support the activities of the Working Group and its managed projects. Money or services provided by sponsors are used as set forth in the working group annual budget. The working group is free to determine whether and how those contributions are recognized. Under no condition are sponsorship monies refunded.

Sponsors need not be members of the Eclipse Foundation or of the Working Group.

# Governance

This Eclipse ThreadX working group is designed as:

- a vendor-neutral, member-driven organization,
- a means to foster a vibrant and sustainable ecosystem of components and service providers,
- a means to organize the community of each project or component so that users and developers define the roadmap collaboratively.

# Governing Bodies

## Steering Committee

### Powers and Duties

Steering Committee members are required to:

- Define and manage the strategy of the working group.
- Define and manage which Eclipse Foundation projects are included within the scope of this working group.
- Ensure the consistency of logo usage and other marketing materials.
- Define and manage the technical roadmap.
- Review and approve this charter.
- Review and approve any trademark policy referred to it by the Marketing and Brand Committee.
- Define the annual fees for all classes of the working group members.
- Establish an annual program plan.
- Approve the annual budget based upon funds received through fees.
- Approve the creation of subcommittees and define the purpose, scope, and membership of each such subcommittee.

- Approve the creation and retirement of Special Interest Groups (SIGs).

## Composition

Each Strategic Member of the working group is entitled to a seat on the Steering Committee.

One seat is allocated to Participant Members via election. The Participant Member seat is allocated following the Eclipse "Single Transferable Vote", as defined in the Eclipse Foundation Bylaws.

The Committee elects a chair of the Steering Committee. This chair is elected among the members of the Committee. They will serve for a 12 month period or until their successor is elected and qualified, or as otherwise provided for in this Charter.  There is no limit on the number of terms the chair may serve.

## Meeting Management

The Steering Committee meets at least twice a year.

# Marketing and Brand Committee

## Powers and Duties

The Marketing and Brand Committee members are required to:

- Define strategic marketing priorities, goals, and objectives for the working group.
- Coordinate and support the implementation of developer and end-user outreach programs.
- Raise issues for discussion and provide feedback to the Foundation on the execution of marketing, brand, and communications activities for the working group.
- Assist the Eclipse Foundation in the working group's participation in conferences and events related to the working group.
- Define the trademark policy, if applicable, and refer to it for approval by the Steering Committee.
- Collaborate with other working group members to develop co-marketing strategies, amplify messaging on social channels, and share best practices.

Committee members are expected to be leaders in communicating key messaging on behalf of the working group, and to play a leadership role in driving the overall success of the working group marketing efforts.  In particular, members are encouraged to engage their respective

marketing teams and personnel to amplify and support the achievement of the working group's goals and objectives.

## Composition

Each Strategic Member of the working group is entitled to a seat on the Marketing Committee.

One seat is allocated to Participant Members via election. The Participant Member seat is allocated following the Eclipse "Single Transferable Vote", as defined in the Eclipse Foundation Bylaws.

The Committee elects a chair who reports to the Steering Committee. This chair is elected among the members of the Committee. They will serve for a 12 month period or until their successor is elected and qualified, or as otherwise provided for in this Charter.  There is no limit on the number of terms the chair may serve.

## Meeting Management

The Marketing and Brand Committee meets at least twice a year.

# Process Committee

## Powers and Duties

Process Committee members are required to:

- Determine which functional safety and security certifications will be preserved and pursued by ThreadX.
- Determine which releases of ThreadX will be certified.
- Define process requirements, consistent with the Eclipse Foundation Development Process, for the Eclipse ThreadX project to support functional safety and security certifications.
- Define and approve the safety and security artifacts necessary to achieve the relevant certifications.
- Provide expertise in the areas of functional safety or security. Complement and support Eclipse Foundation staff throughout the development and certification processes and audits.

## Composition

Each Strategic Member of the working group is entitled to have a seat on the Process Committee.

One seat is allocated to Participant Members via election. The Participant Member seat is allocated following the Eclipse "Single Transferable Vote", as defined in the Eclipse Foundation Bylaws.

The Project Lead of the Eclipse ThreadX project shall act as a non-voting observer on the Process Committee. If there are more than one Project Lead of the Eclipse ThreadX project, they may appoint one of the Project Leads to act as a non-voting observer on the Process Committee.

Any additional individuals as designated from time to time by the Executive Director.

The Committee elects a chair who reports to the Steering Committee. This chair is elected among the members of the Committee. They will serve for a 12 month period or until their successor is elected and qualified, or as otherwise provided for in this Charter. There is no limit on the number of terms the chair may serve.

### Meeting Management
The Process Committee meets at least once a quarter.

# Common Dispositions

The dispositions below apply to all governance bodies for this working group, unless otherwise specified. For all matters related to membership action, including without limitation: meetings, quorum, voting, vacancy, resignation or removal, the respective terms set forth in the Eclipse Foundation Bylaws apply.

Appointed representatives on the Body may be replaced by the Member organization they are representing at any time by providing written notice to the Steering Committee. In the event a Body member is unavailable to attend or participate in a meeting of the Body, they may be represented by another Body member by providing written proxy to the Body's mailing list in advance. As per the Eclipse Foundation Bylaws, a representative shall be immediately removed from the Body upon the termination of the membership of such representative's Member organization.

# Voting

## Simple Majority

Excepting the actions specified below for which a Super Majority is required, votes of the Body are determined by a simple majority of the representatives represented at a committee meeting at which a quorum is present.

## Super Majority

For actions (i) requesting that the Eclipse Foundation Board of Directors approve a specification license; (ii) approving specifications for adoption; (iii) modifying the working group charter; (iv) approving or changing the name of the working group; and (v) approving changes to annual Member contribution requirements; any such actions must be approved by no less than two-thirds (2/3) of the representatives represented at a committee meeting at which a quorum is present.

# Term and Dates of Elections

This section only applies to the Steering Committee, Marketing and Brand Committee and the Technical Advisory Committee.

All representatives shall hold office until their respective successors are appointed or elected, as applicable. There shall be no prohibition on re-election or re-designation of any representative following the completion of that representative's term of office.

## Strategic Members

Strategic Members Representatives shall serve in such capacity on committees until the earlier of their removal by their respective appointing Member organization or as otherwise provided for in this Charter.

## Elected Representatives

Elected representatives shall each serve one-year terms and shall be elected to serve for a 12 month term or until their respective successors are elected and qualified, or as otherwise provided for in this Charter. Procedures governing elections of Representatives may be established pursuant to resolutions of the Steering Committee provided that such resolutions are not inconsistent with any provision of this Charter.

# Meetings Management

As prescribed in the Eclipse Foundation Working Group Process, all meetings related to the working group will follow a prepared agenda and minutes are distributed two weeks after the

meeting and approved at the next meeting at the latest, and shall in general conform to the Eclipse Foundation Antitrust Policy.

## Meeting Frequency

Each governing body meets at least twice a year. All meetings may be held at any place that has been designated from time-to-time by resolution of the corresponding Body. All meetings may be held remotely using phone calls, video calls, or any other means as designated from time-to-time by resolution of the corresponding Body.

## Place of Meetings

All meetings may be held at any place that has been designated from time-to-time by resolution of the corresponding body. All meetings may be held remotely using phone calls, video calls, or any other means as designated from time-to-time by resolution of the corresponding body.

## Regular Meetings

No Body meeting will be deemed to have been validly held unless a notice of same has been provided to each of the representatives at least fifteen (15) calendar days prior to such meeting, which notice will identify all potential actions to be undertaken by the Body at the Body meeting. No representative will be intentionally excluded from Body meetings and all representatives shall receive notice of the meeting as specified above; however, Body meetings need not be delayed or rescheduled merely because one or more of the representatives cannot attend or participate so long as at least a quorum of the Body is represented at the Body meeting.

## Actions

The body may undertake an action only if it was identified in a body meeting notice or otherwise identified in a notice of special meeting.

## Invitations

The Body may invite any member to any of its meetings.  These invited attendees have no right to vote.

# Working Group Participation Fees

The initial Steering Committee will be tasked with defining a fee structure and budget for the current and following years based on resource requirements necessary to achieve the objectives of the group.  Members agree to pay the annual fees as established by the Steering Committee.

If fees are not established for a full calendar year, they will be effective one month following the resolution of established fees and will be pro-rated for the year. All members are expected to pay the pro-rated fees for the associated calendar year. Beginning with the next calendar year, fees will be assessed on an annual basis.

Established fees cannot be charged retroactively and any fee structure change will be communicated to all members via the mailing list and will be charged the next time a member is invoiced.

# Working Group Annual Participation Fees Schedule A

The following fees have been established by the Eclipse ThreadX Steering Committee. These fees are in addition to each participant's membership fees in the Eclipse Foundation.

## Eclipse ThreadX Strategic Member Annual Participation Fees

Strategic members are required to execute the Eclipse ThreadX Working Group Participation Agreement. Strategic members that join prior to 1 May 2024 (the "Founding Strategic Members") agree to pay the fees listed in the table below upon joining, and to pay the full annual fees associated with their participation effective 1 January 2025 and each January thereafter. For all other Strategic members, the fees listed in the table below are to be renewed on the anniversary date of their joining the Working Group.

Strategic members are required to commit to three (3) years membership.

| Corporate Revenue | Annual Fees |
|---|---|
| Annual Corporate Revenues greater than €1 billion | €400 000 |
| Annual Corporate Revenues greater than €500 million but less than or equal to €1 billion | €200 000 |
| Annual Corporate Revenues greater than €100 million but less than or equal to €500 million | €100 000 |

| | |
|---|---|
| Annual Corporate Revenues greater than €10 million but less than or equal to €100 million | €50 000 |
| Annual Corporate Revenues less than or equal to €10 million | €10 000 |

## Eclipse ThreadX Participant Member Annual Participation Fees

Participant members are required to execute the Eclipse ThreadX Working Group Participation Agreement.

| Corporate Revenue | Annual Fees |
|---|---|
| Annual Corporate Revenues greater than €1 billion | €50 000 |
| Annual Corporate Revenues greater than €500 million but less than or equal to €1 billion | €25 000 |
| Annual Corporate Revenues greater than €100 million but less than or equal to €500 million | €15 000 |
| Annual Corporate Revenues greater than €10 million but less than or equal to €100 million | €7 500 |
| Annual Corporate Revenues less than or equal to €10 million | €2 000 |

## Eclipse ThreadX Supporter Member Annual Participation Fees

Supporter members pay no annual fees, but are required to execute the Eclipse ThreadX Working Group Participation Agreement.

## Eclipse ThreadX Guest Member Annual Participation Fees

Guest members pay no annual fees, but are required to execute the Eclipse ThreadX Working Group Participation Agreement.

Charter History

- v0.1 Proposed draft — December 12, 2023
- v0.2 Adjusted scope and vision. Added fee schedule. — December 18, 2023