

# LINUX FOUNDATION EUROPE

## THE RISE PROJECT

### Project Sponsorship Agreement

Thank you for your interest in sponsoring the RISE Project (the “**Directed Fund**”), of Linux Foundation Europe (the “**LFEU**”). As used herein, “Technical Project” means the development of software in support of the broader RISC-V software ecosystem, including but not limited to implementing draft or final standards adopted and approved by RISC-V International. The purpose of the Directed Fund is to raise, budget, and spend funds in support of the Technical Project, in accordance with the provisions of this Charter.

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 LFEU. Please note that you must also be a sponsor of the LFEU and a member of RISC-V International to be eligible to sponsor the Directed Fund. For further information, visit <https://linuxfoundation.eu/sponsor>.

Please have this Project Sponsorship Agreement (the “**Agreement**”) executed by an authorized representative of the sponsoring organization named below (“**Sponsor**”) and submit an executed electronic agreement via our online system or send an executed copy in PDF form by email to [sponsorship@linuxfoundation.eu](mailto:sponsorship@linuxfoundation.eu). A countersigned copy will be returned to you by email for your records when your sponsorship has been confirmed. An invoice will be emailed to you for payment of applicable sponsorship fees. Linux Foundation Europe will rely on the contact information provided in Exhibit A for any notices.

Sponsors will enjoy the privileges and undertake the obligations described in the Charter and will comply with all such policies as the LFEU Board of Directors and/or the Directed Fund’s Governing Board may from time to time adopt with notice to sponsors. The LFEU reserves the right to refuse any Sponsorship Agreement submitted by a prospective Sponsor who has payment obligations outstanding to the LFEU or to any other LFEU directed funds.

#### **Contact Information:**

If you are an existing LFEU Sponsor, all legal, billing and financial notices from the LFEU relating to your sponsorship will be sent to the individuals already on file with the LFEU under those categories, unless you designate a different individual in Exhibit A.

#### **Sponsorship Fees and Term:**

Premier Sponsorship requires an initial two-year sponsorship commitment. One year’s fees are due upon acceptance as a Premier Sponsor, and the second year’s fees are due at the first anniversary of sponsorship. At the second anniversary of sponsorship, if sponsorship is not canceled at least thirty days prior to the second anniversary of sponsorship, a prorated amount of the applicable fees for the remainder of that calendar year (a “**Stub Period**”) will be invoiced (and sponsorship will proceed on a calendar-year based renewal cycle thereafter).

For General Sponsors, at the first anniversary of sponsorship, if sponsorship is not canceled at least thirty days prior to the first anniversary of sponsorship, a prorated amount of fees for the remainder of that calendar year will be assessed (and sponsorship will proceed on a calendar-year based renewal cycle thereafter).

### **Sponsorship Fees and Initial Sponsorship Term:**

Sponsors agree to pay the fees specified in Exhibit C. Premier Sponsors are encouraged to make technical contributions equivalent to 2.0 full-time engineers.

All sponsorship privileges will commence starting the date of execution of this Agreement. Unless agreed otherwise, all fees will be due within thirty days of receipt of an invoice and subject to Linux Foundation Europe's [Good Standing Policy](https://linuxfoundation.eu/policies), available at <https://linuxfoundation.eu/policies>. The sponsorship term will start the date of execution of this Agreement and continue for 12 months from the Invoice Month ("**Initial Sponsorship Term**").

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. The month listed on the invoice is the "**Invoice Month**".

All fee amounts are irrevocable and non-refundable commitments based in Euros.

Sponsor acknowledges that Linux Foundation Europe and its communities depend upon reliable sponsorship renewal information to budget effectively and that Linux Foundation Europe's ability to provide support to its communities will suffer in the event of non-payment of sponsorship fees.

Notice of any increase in sponsorship fees for the Stub Period or Renewal Term will be given on or before the 15th of November in the current calendar year.

Sponsorship will renew automatically unless the Sponsor delivers written notice of non-renewal to Linux Foundation Europe:

- on or before the first day of the last month of its Initial Sponsorship Term,
- or • by 1 December of any calendar sponsorship year.

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**Name of Sponsor Company:** \_\_\_\_\_

**Sponsorship Level (see Exhibit B):** \_\_\_\_\_

*Please see the Charter for more information on Premier Sponsorship. There is a cap on the number of members of the Governing Board, and selecting this option does not guarantee sponsorship as a Premier Sponsor.*

*Any General Sponsor that decides to participate in the nomination of an employee to the Governing Board and that nominee is selected to join the Governing Board agrees to convert their sponsorship to the applicable Premier Sponsor level and pay the Premier Sponsor fee as set forth in Exhibit C.*

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

...display your logo on the website (Yes or No)? \_\_\_\_\_

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

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

**VAT Number:** \_\_\_\_\_

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

If Yes, please provide the following details:

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

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

By signing below, the Participant acknowledges and agrees that, when signed and accepted by Linux Foundation Europe, this Agreement represents a binding contract between the parties and commits the applicant to these terms and obligations:

Authorized Representative of Sponsor:

Accepted:

LINUX FOUNDATION EUROPE

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(Print Sponsor Name)

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Signature

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Signature

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Name

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Name

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Title

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Title

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Date

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Date

**Exhibit A**

**Primary Project Contact**

*(for all notices)*

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

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

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

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

**Billing Address**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Billing Contact**

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

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

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

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

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

## **Exhibit B**

### **The RISE Project Charter Linux Foundation Europe Effective April 7, 2023 (the “Formation Date”)**

#### **1) Mission and Scope of the RISE Project.**

- a) As used herein, “Technical Project” means the development of software in support of the broader RISC-V software ecosystem, including but not limited to implementing draft or final standards adopted or approved by RISC-V International. The purpose of the Directed Fund is to raise, budget, and spend funds in support of the Technical Project, in accordance with the provisions of this Charter.
- b) The Directed Fund supports the Technical Project. The Directed Fund operates under the guidance of the Governing Board of the Directed Fund (the “**Governing Board**”) and Linux Foundation Europe (the “**LFEU**”) as may be consistent with Linux Foundation Europe’s tax-exempt status.
- c) The Governing Board manages the Directed Fund. The Directed Fund will also have a Technical Steering Committee (the “TSC”), and the Governing Board may establish committees and other working groups (collectively, including the TSC, “**Committees**”) which will report to the Governing Board.

#### **2) Sponsorship.**

- a) The Directed Fund will be composed of General Sponsors and Premier Sponsors (each, a “**Sponsor**” and, collectively, the “**Sponsors**”) in Good Standing. All Sponsors must be current Sponsors of LFEU (at any level) to participate in the Directed Fund as a Sponsor. All sponsors in the Directed Fund, enjoy the privileges and undertake the obligations described in this Charter, as from time-to-time amended by the Governing Board, with the approval of LFEU. During the term of their sponsorship, all Participants will comply with all such policies as the LFEU Board of Directors and/or the Directed Fund may adopt with notice to Sponsors.
- b) Premier Sponsors will be entitled to appoint or nominate for election a representative to the Governing Board in accordance with the provisions of Section 3.
- c) Sponsors will be entitled to:

i) participate in Directed Fund general meetings, initiatives, events and any other activities; and ii) identify themselves as sponsors of the RISE Project supporting the RISE Project community.

### **3) Governing Board**

- a) The Governing Board voting members will consist of those voting members of the Governing Board appointed or nominated for election by the Premier Sponsors pursuant to Section 3.c (each such voting member a “GB Representative”). Any Premier Sponsor may at any time remove and/or replace any of (1) its GB Representative and (2) any representative it has appointed to any Committee.
- b) At no time may the Governing Board have more than thirteen voting members (the “Governing Board Cap”), provided, however, that the Governing Board may vote from time to time to raise the Governing Board Cap on a two-thirds vote of the entire Governing Board.
- c) GB Representatives and Elections.
  - i) Prior to a date selected by the Governing Board that is in the month of October 2025 (such date, the “Election Transition Date”), any Premier Sponsor that joins the Directed Fund while the number of voting members of the Governing Board, immediately prior to such Sponsor joining the Directed Fund, is less than the Governing Board Cap, may appoint one representative to the Governing Board.
  - ii) At the Election Transition Date, the Governing Board will hold elections for the Governing Board seats held by representatives appointed by Sponsors who joined after the Formation Date that wish to be Premier Sponsors (the “Additional Premier Sponsors”). In this election, any Additional Premier Sponsor – whether or not such Sponsor had a prior appointee on the Governing Board – may nominate a representative to be selected to the Governing Board, provided that such Sponsor has been a Sponsor of the Directed Fund for at least one year prior to its nomination.
  - iii) At the date that is within two weeks of one year following the Election Transition Date, the Governing Board will call for elections for the Governing Board seats held by representatives appointed by Premier Sponsors that had joined the Directed Fund as of the Formation Date (such Sponsors, “Initial Premier Sponsors”). In this election, any Initial Premier Sponsor may nominate a representative to be selected to the Governing Board.
  - iv) Upon the expiration of the terms of voting members of the Governing Board established under this Section 3, the Governing Board will hold elections for the expiring seats. Any Premier Sponsor in good standing may nominate an employee for election to the Governing Board.
  - v) Elections described in this Section 3 will be held pursuant to a voting or election method as determined by the Governing Board, and all Governing Board members, including those whose terms are expiring and whose seats are up for election, may

vote in the election of new Governing Board members. Except as may be provided through removal or resignation, Governing Board members selected under this Section 3 will serve until the expiration of a two-year term targeted to end as of December 31 of the applicable year or their replacement.

- vi) Only one Premier Sponsor that is part of a group of Related Companies (as defined in Section 6) may appoint, or nominate for a sponsorship class election, a representative on the Governing Board. No single Premier Sponsor, company or set of Related Companies will be entitled to: (i) appoint or nominate for sponsorship class election more than one representative for the Governing Board, or (ii) have more than two representatives on the Governing Board.
- vii) Please note that it will be acceptable for one Premier Sponsor to appoint or nominate a representative to the Governing Board and have another of its employees, or an employee of one of its Related Companies, serve as the TSC Representative on the Governing Board.
- viii) Following the Election Transition Date, if in any election the number of nominations received is less than or equal to the number of seats on the Governing Board available, then the election will be deemed to be concluded as of the close of the nomination period with each nominee deemed selected to the Governing Board to serve a term as specified under Subsection 3.c.v. above.

#### d) Conduct of Meetings

- i) Governing Board meetings will be limited to the Governing Board representatives, invited guests and LFEU or Directed Fund staff.
- ii) Governing Board meetings follow the requirements for quorum and voting outlined in this Charter. The Governing Board may decide whether to allow named representatives (one per Premier Sponsor per Governing Board and per Committee) to attend as an alternate.
- iii) Except as provided under Section 3.d.iv., Governing Board meetings will be private unless decided otherwise 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).
- iv) Any discussion or presentation at any meeting of the Governing Board or any Committee involving technical details are discussed or presented will be done so in an open, accessible and non-confidential manner.
- e) Officers
  - i) The officers (“Officers”) of the Directed Fund as of the first meeting of the Governing Board will be a Chairperson (“Chair”) and a Vice Chairperson (“Vice Chair”). The Chair and Vice Chair do not have to be members of the Governing Board. Unless the Chair or Vice Chair are members of the Governing Board through operation of Section 3.a., the Chair and the Vice Chair will not

have a vote on the Governing Board. Additional Officer positions may be created by the Governing Board.

- ii) The Chair will preside over meetings of the Governing Board, manage any day-to-day operational decisions, and will submit minutes for Governing Board approval.
- iii) The Treasurer will oversee the Budget Committee, manage the RISE financials, and submit to the Governing Board for approval. The Treasurer term will consist of one year with no more than two consecutive terms.
- f) The Governing Board will be responsible for overall management of the Directed Fund, including:
  - i) approve a budget directing the use of funds raised by the Directed Fund from all sources of sponsorship or other revenue; ii) nominate and elect Officers of the Directed Fund;
  - iii) oversee all Directed Fund business and community outreach matters and work with the LFEU on any legal matters that arise;
  - iv) adopt and maintain policies or rules and procedures for the Directed Fund (subject to LFEU's approval);
  - v) establish advisory bodies, committees, programs or councils to resolve any particular matter or in support of the mission of the Directed Fund and/or Technical Project;
  - vi) establish any conformance programs and solicit input (including testing tools) from the TSC for defining and administering any programs related to conformance with the Technical Project (each, a “**Conformance Program**”);
  - vii) remove the ability to appoint a representative to the Governing Board for any Sponsor that, in the conclusion of the TSC, has failed to meet its obligations to provide Designated Engineering Resources;
  - viii) publish use cases, user stories, websites and priorities to help inform the ecosystem and technical community;
  - ix) approve procedures for the nomination and election of any representative of the Sponsors to the Governing Board and any Officer or other positions created by the Governing Board; and
  - x) vote on all decisions or matters coming before the Governing Board.

#### **4) Technical Steering Committee**

- a) The Technical Steering Committee (“TSC”) voting members will consist of one representative appointed by each Sponsor.
- b) The TSC will define and maintain a documented Project Roadmap and Priorities, including:
  - i) the process for Prioritization and Roadmap planning; ii) the process for acceptance or rejection of contributions; and iii) procedures for the submission, approval and closure/archiving of sub projects.
- c) Additionally, the TSC will also be responsible for:
  - i) electing a chair of the TSC (“TSC Chair”), subject to approval of the Governing Board; ii) coordinating the technical direction of technical projects;
  - iii) appointing representatives to work with other open source or open standards communities;
  - iv) creating sub-committees or working groups to focus on cross-project technical issues or opportunities;
  - v) technical matters relating to the prioritization of technical projects;
  - vi) determining whether individual Sponsors have met the requirements of any commitments to provide the project with Designated Engineering Resources; and
  - vii) making recommendations to the Governing Board on allocation of funds to third party contributors.

#### **5) Voting**

- a) Quorum for Governing Board and Committee meetings will require at least fifty percent of the voting representatives. If advance notice of the meeting has been given per normal means and timing, the Governing Board may continue to meet even if quorum is not met, but will be prevented from making any decisions at the meeting.
- b) Ideally decisions will be made based on consensus. If, however, any decision requires a vote to move forward, the representatives of the Governing Board or Committee, as applicable, will vote on a one vote per voting representative basis.
- c) Except as provided in Section 13.a. or elsewhere in this Charter, decisions by vote at a meeting will require a simple majority vote, provided quorum is met. Except as provided

in Section 13.a. or elsewhere in this Charter, decisions by electronic vote without a meeting will require a majority of all voting representatives.

- d) In the event of a tied vote with respect to an action that cannot be resolved by the Governing Board, the Chair may refer the matter to the LFEU 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 Governing Board.

## 6) Subsidiaries and Related Companies

### a) Definitions:

- i) “**Subsidiaries**” means any entity in which a Sponsor owns, directly or indirectly, more than fifty percent of the voting securities or participation interests of the entity in question;
  - ii) “**Related Company**” means any entity which controls or is controlled by a Sponsor or which, together with a Sponsor, 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 participation interests of the entity in question; and iii) “**Related Companies**” are entities that are each a Related Company of a Sponsor.
- b) Only the legal entity which has executed a Project Sponsorship Agreement and its Subsidiaries will be entitled to enjoy the rights and privileges of such sponsorship; provided, however, that such Sponsor and its Subsidiaries will be treated together as a single Sponsor.
  - c) If a Sponsor is itself a foundation, association, consortium, open source project, membership organization, participation organization, user group or other entity that has members or sponsors, then the rights and privileges granted to such Sponsor will extend only to the employee-representatives of such Sponsor, and not to its members or sponsors, unless otherwise approved by the Governing Board in a specific case.
  - d) Directed Fund sponsorship is non-transferable, non-salable and non-assignable, except a Sponsor may transfer its current sponsorship privileges and obligations to a successor of substantially all of 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 LFEU sponsorship.

## 7) Good Standing

- a) Linux Foundation Europe’s Good Standing Policy is available at <https://linuxfoundation.eu/policies> and will apply to all Sponsors of this Directed Fund.

## 8) Trademarks

- a) Any trademarks relating to the Directed Fund, including without limitation any mark relating to any conformance program, must be transferred to and held by LFEU or an entity in

LFEU's control and available for use pursuant to LFEU's trademark usage policy, available at <https://linuxfoundation.eu/policies>. **9) Antitrust Guidelines**

- a) All Sponsors must abide by Linux Foundation Europe's Antitrust Policy available at <https://linuxfoundation.eu/policies>.
- b) All Sponsors must encourage open participation from any organization able to meet the sponsorship requirements, regardless of competitive interests. Put another way, the Governing Board will not seek to exclude any Sponsor based on any criteria, requirements or reasons other than those that are reasonable and applied on a non-discriminatory basis to all Sponsors.

### **10) Budget**

- a) The Governing Board will approve an annual budget and never commit to spend in excess of funds raised. The budget and the purposes to which it is applied must be consistent with both (a) the non-profit and tax-exempt mission of LFEU and (b) the goals of the Technical Project.
- b) LFEU will provide the Governing Board with regular reports of spend levels against the budget. Under no circumstances will LFEU 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.
- c) In the event an unbudgeted or otherwise unfunded obligation arises related to the Directed Fund, LFEU will coordinate with the Governing Board to address gap funding requirements.

### **11) General & Administrative Expenses**

- a) LFEU will 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 LFEU to funds raised to cover sponsorship records, finance, accounting, and human resources operations. The G&A fee will be 9% of the Directed Fund's first EUR 1,000,000 of gross receipts each year and 6% of the Directed Fund's gross receipts each year over EUR 1,000,000.

### **12) General Rules and Operations.**

The Directed Fund activities must:

- a) 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 LFEU in the open source community;
- b) respect the rights of all trademark owners, including any branding and usage guidelines;

- c) engage or coordinate with LFEU 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 LFEU; and
- d) operate under such rules and procedures as may be approved by the Governing Board and confirmed by LFEU.

### **13) Amendments**

- a) This Charter may be amended by a two-thirds vote of the entire Governing Board, subject to approval by LFEU.

## Exhibit C – Sponsorship Levels

### Annual Sponsorship Levels:

- Premier: 80,000 Euros
- General: 40,000 Euros

**Linux Foundation Europe Sponsorship Information.** Your organization will need to be a current Sponsor of LFEU. If your organization is already a Sponsor of the LFEU, there is no need to do anything. If you are not a Sponsor of the LFEU, there are three tiers of LFEU sponsorship available. The fees associated with each level of LFEU sponsorship are included below for easy reference. Please visit the Sponsorship page at the LFEU website for full details:

- LFEU Platinum: EUR 500,000
- LFEU Gold: EUR 100,000
- LFEU Silver: Under 100 employees: EUR 5,000; 100-499 employees: EUR 10,000; 500-4,999 employees: EUR 15,000; 5,000 or more employees: EUR 20,000. ● LFEU Associate sponsorship is available for non-profit, academic, and government entities at no cost.