

The OpenJDK Charter

WHEREBY Sun Microsystems, Inc. (“Sun”) has granted license to a particular subset of its Java SE Development Kit, known henceforth as OpenJDK, to all under terms compatible with Open Source ideals, and whereby open and constructive development and dissemination of this code base is desired by all, Sun does by the execution of this Charter all of the following: First, establish an OpenJDK Governance Board (“GB”) to supervise the OpenJDK Community (“Community”) in its efforts to improve upon and advocate in favor of OpenJDK, so that the Community may long endure. Second, grant to the GB certain powers and rights as are necessary to discharge its duties. Third, appoint to the GB a suitable interim membership until such time as a Constitution may be constructed and ratified. Last, establish a time at which this Interim GB shall have discharged its responsibilities and ceded to its successor the powers and rights granted herein.

1. The GB shall be comprised of five natural persons. The GB shall conduct its affairs in accordance with democratic principles and shall represent the interests of the Community.

1.1. Two members of the GB shall be employees of Sun. These appointees shall be selected by Sun and may be replaced at any time by Sun, at its sole discretion. These appointees shall represent Sun's interests but shall not have the power to speak for Sun Microsystems, Inc.

1.2. The three remaining members of the GB shall be members of the Community who shall be elected via a democratic process defined in a properly ratified Constitution.

1.3. Should the GB number fewer than five persons at any time then Sun shall, at its sole discretion, appoint to the GB additional Community members sufficient in number to increase the GB's membership to five. Appointees who fill elected seats shall serve only until processes to elect members to those seats can be carried out.

2. The GB shall construct and maintain a Constitution defining all of the following:

2.1. A process by which the Constitution may be amended from time to time.

2.2. Methods and processes by which the elected positions of the GB shall be filled. These must at all times ensure satisfaction of the constraints imposed by this Charter, including but not limited to those described in Section 1.

2.3. The roles recognized within the Community.

2.4. The rights and responsibilities associated with each role.

2.5. The intended methods of communication between the GB and Sun.

2.6. Methods and processes by which disputes and disagreements among Community members might be resolved in a fair and just manner. Community members are to receive equal treatment during the resolution of a dispute or disagreement, without reference to any personal attribute or affiliation.

2.7. Regulations applicable to the Community as it finds beneficial to its development and growth.

2.8. The establishment and operation of, and delegation of appropriate powers and rights to, any associate governing bodies which it shall deem appropriate to the execution of any part of the Constitution or this Charter. In all cases, disputes not resolvable within those delegated bodies may be appealed to the GB.

3. The GB shall define and implement a process for the ratification of the Constitution, in a manner consistent with democratic principles. This process shall, at a minimum, involve members of the Community in addition to the full membership of the GB.

4. The initial Constitution shall be operable when ratified, per provision 3, and also approved by Sun Microsystems, Inc.
5. The GB shall be the supreme and final arbiter of all matters pertaining to the Constitution, within the bounds defined by this Charter.
6. All powers and rights are granted to the GB which are required for the execution of this Charter or the properly ratified Constitution and which are not inconsistent with applicable law or regulation. However, nothing in this Charter shall be construed so as to confer to the GB: (a) Any title or right under copyright, patent, trademark, or other intellectual property law; (b) Any right to alter the licensing of any intellectual property of OpenJDK; (c) Control of or interest in any asset, tangible or intangible, of Sun Microsystems, Inc. or any of its subsidiaries; or (d) Control of or interest in Sun Microsystems, Inc. or any of its subsidiaries.
7. In order to facilitate the construction and ratification of the initial Constitution, Sun shall appoint members of the Community on an interim basis to the three elected GB positions in any manner it shall deem appropriate, thereby forming the Interim GB.
 - 7.1. No GB member so appointed may retain his or her membership beyond 8 May 2008, or after such time as the first GB members elected in accordance with the terms of a properly ratified Constitution take office, whichever occurs first. However, if such a member shall be so elected, he or she may serve as he or she otherwise would.
8. Notwithstanding any part of provisions 7 or 7.1, the Interim GB shall be dissolved on 8 May 2008.
9. If the Interim GB shall be dissolved before an initial Constitution is properly ratified, Sun shall appoint a new set of interim members in any manner it shall deem appropriate, and the terms of this Charter shall be applied to this new Interim GB with the following exceptions:
 - 9.1. Provision 7.1 shall be altered such that the termination date shall be extended by 6 months.
 - 9.2. Provision 8 shall be altered such that the dissolution date shall be extended by 6 months.
10. This Charter may be amended by mutual agreement between the GB and Sun Microsystems, Inc. If agreement on a proposed amendment cannot be reached, or if the GB fails to approve an amended Charter, the previous version of the Charter remains in force.
 - 10.1. To request that the Charter be amended, the GB must affirm a motion by an absolute two-thirds supermajority vote of the current GB members.
 - 10.2. To approve an amendment to the Charter, the GB must affirm a motion by an absolute two-thirds supermajority vote of the current GB members.
 - 10.3. Notwithstanding any part of provisions 10, 10.1, or 10.2, the Interim GB shall not have the power to alter any provision of this Charter.

On 8 May 2007, Sun Microsystems, Inc., agreed to use this Charter as the basis for creating the OpenJDK Governance Board. On behalf of Sun,

LAURIE TOLSON
Vice President, Client Software Group, Sun Microsystems, Inc.