

Open Cloud Consortium ("OCC")

Appendix 1

1. Organization and Structure

The purpose of the OCC is to support the advancement of research in cloud computing, to develop open standards in cloud computing, to develop open source software for cloud computing, to manage testbeds for cloud computing, to run meetings, workshops and other events related to cloud computing, and in general to advance the state of the art in cloud computing, consistent with the Center for Computational Science Research's status as a non-profit, tax-exempt institution. The Consortium began operation during July, 2008.

OCC is financially self-supporting through membership fees. Membership in OCC is open to any operating organization agreeing to the terms of this Appendix 1 that executes an OCC Member Agreement. Initial membership begins on the first day the member joins and continues through the last day of the same calendar year. If the organization is itself a consortium, user society, or otherwise has members or sponsors, the rights and privileges granted under this agreement extend only to the paid employees of the organization, not to the members or sponsors.

2. Membership

a. Membership Categories

OCC has several categories of Membership. Descriptions of each category can be found at: www.opencloudconsortium.org/membership.html.

b. Fees

Annual fees for OCC Membership are found on the schedule at <http://www.opencloudconsortium.org/membership.html>. The fee applicable to the Member is dependent on circumstances particular to the Member. Initial membership begins on the first day the member joins and continues through the last day of the same calendar year. The initial fee is due at the time the member joins. The due date in each subsequent year will be the last day of the calendar year; i.e., December 31st. The Membership Fee may be used by OCC for both direct and indirect costs of the OCC Consortium, which may include the following: 1) The use of business class travel in accordance with OCC policy; 2) entertainment and alcohol expenses; 3) meetings, food, and beverage expenses; and 4) promotional, memorabilia, and public relations expenses.

c. Subsidiaries of Members

If the Member organization has subsidiaries, the rights and privileges granted, and the obligations undertaken under this agreement shall extend to all subsidiaries the voting

stock of which is directly or indirectly at least fifty percent (50%) owned or controlled by the Member organization.

3. Administration

a. Chair

OCC members appoint a Chair (the "Chair"), who has overall responsibility for managing the consortium. The initial Chair is Robert Grossman.

b. Staff

The Staff of OCC will consist of the Chair, technical staff, and administrative staff. The OCC Staff are in the employ of OCC and report to the Chair. Employment of OCC Staff is solely at the discretion of OCC.

4. Collaboration

OCC may collaborate with other organizations in pursuit of its goals. These collaborations will be governed by cooperative agreements between the various parties.

5. Visiting Engineers

Member organizations may volunteer to contribute staff on short term assignment to OCC for specific implementation efforts and other projects sponsored by OCC. If OCC has the resources to accept such staff, the visitors will be provided with unsalaried OCC appointments as Visiting Members of the Technical Staff. For the portion of their time assigned to OCC activities, visitors will take their technical direction from the OCC Chair.

6. Advisory Committee

a. Purpose

OCC shall establish a committee (the "Advisory Committee") that shall establish procedures for the OCC's review process, review annual plans, assess progress, and suggest future directions for OCC.

b. Appointment of Representatives

Each member organization is entitled to appoint one individual to the Advisory Committee.

c. Meetings

The Advisory Committee will meet approximately twice per year. Meetings for other activities are scheduled as they are needed, and need not take place at OCC.

7. Communication within OCC

OCC activities and communications are performed primarily using the World Wide Web and email.

8. Software, Standards and Documentation Distribution

OCC will support a repository of software, standards and related documentation. The contents of this repository will be determined by the Chair based upon the needs and desires of OCC and its member organizations as tempered by resource constraints. Standards, software, and related documentation will be distributed pursuant to the NL (as defined in the main body of the Agreement).

In general, all materials distributed by OCC will be distributed pursuant to the then-current OCC Notice and License (the current version of which currently exists at <http://www.opencloudconsortium.org/license.html>). Specific exceptions can be made, upon approval of the Chair at the advice of the Advisory Committee.

9. Use of Hardware

OCC will not attempt to acquire or maintain hardware platforms produced by Members, but will attempt to have a reasonable selection of platforms. All hardware and software acquisitions will be at the discretion of OCC. OCC will not be responsible for ensuring that prototype or released standards operate correctly on any particular hardware or system configuration, but will attempt to ensure portability of such standards to a variety of systems.

10. Use of Funds

The amount of Member fees paid in excess of that amount needed to cover the direct and indirect costs of OCC will be allocated for innovative OCC Consortium work as determined by the Chair at the advice of the Advisory Committee.

11. Technical and Workshops Conferences

OCC will sponsor an annual workshop, open to the public, to promote the exchange of technical information about cloud computing. Additional workshops will be held in various technical areas as deemed necessary and will include experts from OCC and the international technical community as deemed appropriate by the Chair.