

# Shibboleth Consortium Board Resolution 01-2013

## Organizational Regulations of the Shibboleth Consortium

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### 1. Overview

- 1.1. This Consortium Board Resolution sets out the organisational regulations of the Shibboleth Consortium Board and the Consortium Operator. It supports the Consortium Charter and should be read in conjunction with the Charter.

### 2. Appointment of Consortium Operator

- 2.1. The Consortium Board shall appoint a Consortium Operator for a period of three years, reviewable annually. The appointed Operator will act as the legal entity for the Shibboleth Consortium throughout this period.
- 2.2. The Operator will be invited to undertake the role by the Board, and asked to agree to abide by the terms of this Consortium Board Resolution in writing within 30 days of the Board invitation and of its acceptance.
- 2.3. The Consortium Operator will appoint a Consortium Manager from amongst its employees who will operate the Consortium in accordance with:
  - 2.3.1. The authority delegated to the Consortium Operator by the Consortium Board from time to time;
  - 2.3.2. The terms of any service level agreement reached between the Consortium Board and the Consortium Operator;
  - 2.3.3. The policies and procedures approved by Consortium Board Resolution from time to time and published on the Consortium Website.

### 3. Consortium Operator Duties

- 3.1. The Consortium Operator shall provide management and oversight of the affairs of the Consortium in accordance with the Consortium mission statement and within the extent of the authority delegated to it by a Resolution of the Consortium Board.

- 3.2. The Consortium Operator's responsibilities shall include in particular the management of assets, support equipment and annual accounts and shall provide the necessary infrastructure and access to financial, legal and HR systems to ensure the day-to-day running of the Shibboleth Consortium.
- 3.3. Unless the Consortium Board resolves otherwise, the Consortium Manager shall be responsible for, but not limited to:
  - 3.3.1. Drafting the Operational Plan and budget and submitting it to the Board for approval
  - 3.3.2. Executing the Operational Plan
  - 3.3.3. Maintain the list of Committers to the Consortium;
  - 3.3.4. Placing and managing employment contracts with Shibboleth Committers;
  - 3.3.5. Ensuring the Development Plan is drafted by the Shibboleth Committers;
  - 3.3.6. Providing secretariat support to the Consortium Board;
  - 3.3.7. Managing all budgets associated with operations;
  - 3.3.8. Signing contracts with a value of up to GBP 25'000. Contracts with higher values need the approval of the Board;
  - 3.3.9. Preparing annual accounts and forward financial planning to be approved by the Consortium Board and shared with all Members via the Consortium Website;
  - 3.3.10. Assuring an audit is performed of the annual accounts;
  - 3.3.11. Drafting the annual report and submitting it to the Board for approval;
  - 3.3.12. Provide a Point of Contact for members and external enquiries;
  - 3.3.13. Any other reasonable duties that may be requested from time to time.

#### **4. Consortium Committers**

- 4.1. The Consortium Committers are a meritocracy of developers working on enhancements, developments and new features for the Shibboleth codebase. The Consortium Committers are ultimately responsible for delivering the technical work packages necessary to fulfil the Development Plan
- 4.2. The Consortium Committers are responsible for maintaining a policy for code contributions and the Development Plan for the Shibboleth Project, to be approved by the Consortium Board and published on the Consortium Website.
- 4.3. The PMC (a term borrowed from the Apache Software Foundation) is a subset of the Committers tasked with oversight of the project team. The PMC is self-governing and responsible for maintaining its own membership from amongst the full set of Committers.
- 4.4. Membership of the Consortium Committers is managed as a meritocracy, as in many other mature open source projects. Membership is granted to individuals based on their knowledge, skill, and commitment to the project, and overall attitude they

have displayed in their participation in the Shibboleth community. Membership is obtained through vote by the PMC.

- 4.5. Committer and PMC membership shall be posted publicly on the project web site.
- 4.6. The PMC undertakes periodic, and no less than annual, review of Committer status and will vote to remove that status from an individual due to inactivity, a change in professional responsibilities, or other factors deemed relevant by the PMC.
- 4.7. Membership of the Consortium Committers group does not guarantee salary or payment for efforts from the Consortium. Committers may fall into three categories: Committers paid directly by the Consortium, Committers paid by a Consortium Member and Committers donating time.
- 4.8. Any individual or organisation who joins the Consortium Committers accepts that:
  - 4.8.1. Any intellectual property created in the course of their contribution will be made available to any interested party, in the case of software, under the Apache Licence (2.0) or, in the case of non-software material, under the Creative Commons Attribution-ShareAlike (3.0) or on such other terms as are approved by a Consortium Board Resolution from time to time; and
  - 4.8.2. Each Consortium Committer will offer reasonable warranties in support of the intellectual property in their contribution in the form approved by Consortium Board Resolution and published on the Consortium Website from time to time; and
  - 4.8.3. It is a condition of membership of the Consortium Committers group that the Consortium Committer enters into an agreement with the Consortium in the form approved by Consortium Board Resolution and published on the Consortium Website from time to time.
  - 4.8.4. Should a Consortium Committer engage in behaviour that is deemed harmful to the Shibboleth Consortium or may bring the Shibboleth Consortium in to disrepute, the Consortium Board may request the removal of the individual Committer from the meritocracy, at the discretion of the PMC.

## 5. Contracted Committers

- 5.1. In order to meet the aims and objectives of the Shibboleth Board, the Consortium Board may decide to advertise and appoint paid-for individual Committers or Committers associated to Consortium Members. Once the Board has approved a post, responsibility for contracting with the individual or organisation will be the responsibility of the Consortium Operator.
- 5.2. The Consortium Operator will make a template contract available to the Consortium Board for approval. Any deviations from this contract must be reported to the Board before a contract is issued and signed by the Consortium Operator.

- 5.3. Contracts put in place by the Consortium Operator shall cover, but not be limited to:
  - 5.3.1. Provision of a 30 day notice period for both the Consortium Committer and Consortium Operator;
  - 5.3.2. Contract end-date inline with funding and appointment approval issued by the Consortium Board;
  - 5.3.3. Cap on annual hours and expenses, with a monthly percentage cap.
- 5.4. The Consortium Committer must be given at least thirty days notice of the intent of the Consortium Board to consider termination and may make written representations to the Consortium Board within thirty days.

## **6. Consortium Board**

- 6.1. The Consortium Board constitutes itself at the start of its term of office in accordance with the Consortium charter.
- 6.2. The Board meetings are convened on behalf of the Chair of the Board or, if he is prevented from doing so, by another member of the Board. Any member of the Board is entitled to request that a Board meeting be held. Meetings are generally convened at least one week in advance, in writing, specifying the agenda. The Chair or, if he is prevented from doing so, another member of the Board will chair the meeting.
- 6.3. Resolutions may be passed by circular means of letters, telefax, e-mail, telephone, videoconferences or other media.  
All resolutions are to be recorded in the minutes. The Board must approve the minutes. Resolutions passed by circular, as well as resolutions passed by telephone, videoconference or other media, are to be included in the next minutes.

## **7. Consortium Member**

- 7.1. Members appoint permanent representatives and inform the Board of their decision in writing. A Member may also appoint a once-only representative for the duration of a Member's Meeting. The corresponding written proxy must be submitted to the Board in good time prior to the Member's meeting.
- 7.2. There will be at least one annual meeting in which the Board informs the Consortium Members on the state of the Consortium, and Members elect their representative(s) to the Board. The Board announces the Member's Meeting and its agenda at least 30 days in advance by email to the Member Representatives as well as a posting on the Consortium webpage.

- 7.3. Minutes will be kept of the Member's Meeting. The Chair of the Board will decide on who is to write the minutes.
- 7.4. A Member can become Consortium Principal by contributing a substantial, annual contribution to the Consortium. The amount is set by the Consortium Board on an annual basis. It currently is at least € 120'000 (financially or in kind as approved by the Board). This amount includes the membership fee.
- 7.5. The Consortium Members shall not be entitled to compensation for their expenses or time from the Consortium.

## **8. Joint Provisions**

- 8.1. The Chair and the members of the Board have joint signing powers, with two signatures being required.
- 8.2. The Chair and the members of the Board are authorized to represent the Consortium on a general basis. The members of the Board are to consult the Board before making statements pertaining to major Consortium policy or strategy issues.
- 8.3. The Consortium's written communication channels are letter mail or electronic mail.
- 8.4. The members of all the Consortium's official organs undertake to keep secret vis-à-vis third parties all facts that they acquire knowledge of in the course of their work. Business files are to be returned at the end of the period of office, or when employment relationship comes to an end, at the latest.
- 8.5. The language of the Consortium is English.