

# Eclipse openPASS Working Group Charter

November 2020 Version 1.1 Revision history is at end of document

This Working Group Charter is entered into and made part of the openPASS Working Group (WG) Participation Agreement by the undersigned Working Group Members.

## Definitions

### **ADAS**

stands for "Advanced Driver Assistance System". Any vehicle function that assists the driver in his driving tasks.

### **Automatic driving**

Any vehicle function that automatically executes driving tasks.

### **Bodies**

Gremia, Working Groups etc.

### **Eclipse Members**

Eclipse Members have signed the Eclipse Membership Agreement and have paid their membership fees. For a complete overview over the Eclipse Membership process and the current Eclipse members refer to the [Eclipse Home Page](#).

### **openPASS WG Members**

openPASS WG members have signed the openPASS WG participation agreement and have fulfilled the requirements as stated in the WG exhibit.

### **openPASS WG deliverables and results**

The services and goods (software, documents) to be delivered hereunder are referred to in this document as openPASS WG deliverables / results.

### **openPASS related Eclipse projects**

The Eclipse Foundation provides a framework for defining, driving and executing projects. "openPASS related Eclipse projects" means Eclipse projects that are of interest for the openPASS WG.

### **Project Manager**

A natural person that leads an openPASS related Eclipse project. The Project Manager may be an employee of a WG member. In this case, the Project Manager has a seat on the Architecture Committee and the Quality Committee (see below).

### **openPASS**

Short form of "Open Platform for Assessment of Safety Systems".

### **openPASS WG participation agreement**

Eclipse members have to sign openPASS WG participation agreement to participate in the openPASS WG.

### **openPASS WG Operational Rules**

The operational rules define the details for the collaboration for the WG members. They are defined and published by corresponding bodies of the openPASS WG.

### **Requirements package**

The services and goods (software, documents) to be delivered hereunder are referred to in this document as openPASS deliverables / results (see above). The corresponding specification provided by the client is referred to as "Requirements Package".

### **Result package**

See openPASS deliverables / results

### **Service package**

See openPASS deliverables / results

## **Goals and Vision**

The rise of advanced driver assistance systems and partially automated driving functions leads to the need of virtual simulation to assess these systems and their effects. This especially refers, but is not limited, to safety effects in traffic. There are various methods and tools for prospective evaluation of safety systems with respect to traffic safety. Implementing the methodology by creating and maintaining the SIM@openPASS platform will support reliability and transparency of results obtained by simulation. The growing number, complexity, and variety of those vehicle functions make simulation an essential part in research, development, testing, public rating, and homologation and is thus, directly or indirectly, required by all stakeholders in vehicle safety, such as manufacturers, suppliers, insurance companies, legislators, consumer advocates, academia, and other.

Every result obtained by the use of any openPASS related Eclipse project result shall clearly identify the Version of the openPASS related project it was calculated with.

The openPASS working group is the driving force behind related development of core frameworks and modules. The openPASS WG shall endeavor to make sure that openPASS related Eclipse projects are in line with external important developments. The goal is a broad availability of different modules.

**Innovation:** Product development is driven by a constant innovative progress in vehicle system development which cover not only the product features but also the development of methods and tools. Furthermore, there are constant proceedings from scientific research focusing on road and vehicle safety to be considered. Assessment tools for virtual simulation must ensure to cope with innovative methods and environments.

**Architecture integrity and Modularity:** According to the distributed software development, exchange of simulation modules is a crucial issue for collaboration. Compliance with software architecture is a key requirement. It is necessary to use open and standardized interfaces.

**Long Term Availability:** Simulation environment and modules are for that reason precious for the manufacturer and have to be stored carefully throughout the whole product lifecycle and beyond. Simulation results can thus be recreated at a later point in time.

**Legal requirements:** Legal and regulatory requirements are changing from time to time and from country to country for the automotive industry. Changes should be reflected in the development of the SIM@openPASS platform.

## Scope and Core Domains

The openPASS Working group (openPASS WG) wants to foster and support an open and innovative eco-system providing tools and systems, and adapters for standardized, openly-available and vendor-neutral platform for simulation of traffic scenarios as described above.

In particular, the openPASS WG will

- Define requirements for the development of the SIM@openPASS platform and its related applications
- Help to support openPASS related Eclipse projects that provide the necessary software components
- Provide the resources for managing the quality and the maturity of these components throughout the life-cycle
- Ensure open innovation through the sharing of the research, development, and maintenance efforts as far as possible
- Foster exchanges between academics, standardization organizations, industry partners and community
- Provide and maintain methods and best practices for standardized and vendor independent simulation platforms

## Governance and Precedence

### Applicable Documents and Processes

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 Membership Agreement
- Eclipse Foundation Development Process
- Eclipse Foundation Intellectual Property Policy
- Eclipse Foundation Antitrust Policy
- Eclipse Foundation Trademark Usage Guidelines

All Members of the working group 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, Working Group Process, or any policies of the Eclipse Foundation, the terms of the respective Eclipse Foundation Bylaws, Membership Agreement, processes, or policies shall take precedence.

The openPASS WG will apply the Eclipse Foundation processes where applicable.

## Collaboration

Collaboration of the members is crucial for the success of a vital openPASS WG. Each member individually commits itself to cooperation applying principles of openness, transparency and meritocracy. Every member will fulfill its commitment to best knowledge and conscience.

The collaboration duties of the openPASS WG include, but are not limited to

- Annual plan containing themes, outreach
- Definition of requirement for result packages and services packages
- Valuation of the defined packages with respect to estimated man power units, content and quality for their delivery
- Assignment of requirement packages and / or service modules to the WG members according to their openPASS WG membership fees.
- Acceptance of the corresponding services or results delivered by the openPASS WG members.
- Monitoring the quality of the deliverables

Each WG member bears sole responsibility for its own contributions to software, work results and any other products created or published in connection with the WG, in relation to all other WG members.

The WG members will provide reasonable assistance to each other in the event that a third party makes claims or initiates legal proceedings against a member. Where a WG member is liable towards a third party for the contribution of another WG member, the WG member's right to take recourse against this other WG member without limitation shall remain unaffected.

Each WG member may, at its sole discretion, designate third parties, including affiliates, to act on the WG member's behalf pertaining to the WG. A WG member may in particular provide contributions to software and work results by or through third parties and entrust third parties to assume functions within the WG the WG member's behalf (e.g. within a WG Committee). All acts of a third party are acts on behalf of the WG member it has been designated by and are deemed acts of this WG member.

Where contributions of a WG member are published (e.g. software or work results), they shall be published under the name of the Eclipse Foundation, the respective contributing WG member or, if applicable under the name of the respective contributing third party designated by this WG member, and the WG members shall clarify who the copyright holder of any such contributions are. All software, work results, or any other products shall be published by openPASS related Eclipse projects, rather than on behalf of or under the name of the WG as such.

No WG member is authorized to act with regard to third parties as an agent or representative of other WG members or the WG. No member shall create the appearance of such authorization.

## Working Group Participation

In order to participate in the openPASS WG, an entity must be at least a Contributing [Member](#) of the Eclipse Foundation, have executed the openPASS WG Participation Agreement, and adhere to the requirements set forth in this charter. The Eclipse Contributing Member fees are determined as described in the Eclipse Foundation Bylaws and detailed in the Eclipse Foundation Membership Agreement.

The openPASS WG is open at any time to all new members who meet these conditions.

## Classes of Membership

The membership classes of the openPASS WG are established to reflect the different interest situations of the members. The membership class has to be declared by the potential member in his openPASS WG participation agreement. The membership class of each openPASS WG member is checked once a year.

### Driver Members

Driver Members want to influence the definition and further development of openPASS and all its deliverables. They are members of the Steering Committee and invest an essential amount of resources to sustain the WG activities. Typical Driver members include industry users of the technologies and results provided by openPASS WG. Most of them simulate, develop, and test vehicle functions with possible influence on traffic safety as one part of their core business.

### User Members

User Members use the technologies and results provided by the openPASS WG. They want to keep track of the openPASS development but do not want to influence in an essential way. Most User Members simulate, develop, and test vehicle function with possible influence on traffic safety as one part of their core business.

### Service Provider Members

Service Provider Members view development of virtual simulation tools as an important part of their corporate and product strategy and offer services for deployment, development or maintenance of openPASS relevant components or systems.

## Guests

Guests are organizations who have been invited for one year by the Steering Committee of openPASS WG to participate in some aspects of the activities of the Working Group. Typical Guests include all stakeholders in vehicle safety and beyond, such as R&D partners, academic entities, legislators, consumer protection advocates, insurance companies, and potential future full-fledged members who want to have a closer look before deciding on their strategy. When Guests are invited to an openPASS WG body for meetings, they have no right to vote. Invitations may be renewed by the Steering Committee. Guests are required to sign the participation agreement.

Guests need to be at least Eclipse Associate Members.

## openPASS WG Participation Fees

To operate properly, the openPASS WG will request additional services from the Eclipse Management Organization (EMO) or execute certain tasks with resources from the WG participants. Participation fees are due in addition to the Eclipse membership fees and are outlined in the Membership Fee Structure table below.

On an annual basis, participation fees will be decided by the Steering Committee and this Charter will be updated accordingly to allow for the execution of these services. Results for employee service days can be delivered as

- result packages or
- service packages.

The corresponding packages or services have to be offered in advance to and accepted by the steering committee. Participation in the working group is free for Guest members.

If there are no open membership fees left, voluntary donations of man power units by the openPASS WG members are welcome as well. Otherwise the requirements packages won't be processed. The execution or delivery of the assigned packages are fulfilled independently by the respective member under its full responsibility and on its own expenses.

## Case of Violation

Membership is checked annually by the Steering Committee and can be terminated, suspended or changed to a different membership class by the openPASS WG steering committee if the member fails to deliver participation fees or previously committed results or otherwise violates applicable governance documents. Those decisions have to be taken by unanimous vote with exception of the affected member.

## Termination

On observing a 4 (four) weeks period of notice each member shall be entitled to terminate its participation by giving written notice to the Steering Committee. Delivered contributions are not refundable. After termination the respective member is not in charge of any further deliveries.

# Services

## Collaboration Infrastructure

The openPASS WG leverages the standard Eclipse open source collaboration infrastructure. As such, source code repositories, Bugzilla, wikis, forums, project mailing lists, and other services provided as the open source collaboration infrastructure are publicly visible. Committers of openPASS related Eclipse projects have write access to this infrastructure, and as such have the rights and obligations as set forth in the Eclipse Development Process and the various Eclipse committer agreements.

All openPASS WG deliverables and results are published to the Eclipse open source infrastructure. The standard license shall be the Eclipse Public License (EPL). Exceptions to this rule need to be proposed by the Steering Committee and approved by the board of directors of the Eclipse Foundation.

## Requirements Management

The requirements on openPASS packages will be collected, consolidated and assigned to packages, which can be handled by Eclipse projects. This task is fulfilled by the requirements management service of the openPASS WG based on the Eclipse collaboration infrastructure services.

## Quality Assurance (QA)

openPASS packages have to be tested with respect to their functional, non-functional requirements and their seamless interoperability with the openPASS integration environment. This environment is maintained by the openPASS QA service and represents a superset of all components available to the users. The QA reports are the basis for the acceptance of the contributed packages by the Steering committee.

## Architecture Compliance

openPASS concepts and components have to be evaluated with respect to their architectural compliance with the SIM@openPASS software architecture. The openPASS WG provides such a service.

## Marketing and Branding

One major success factor for the openPASS WG is the adoption of openPASS technology and a flourishing ecosystem for many. Good marketing and outreach activities are one of the keys to achieve this goal.

Creating and protecting a good brand aims at rewarding the skills and investment of service providers. Having the right to use the brand recognizes that service providers are able to extend or provide quality services to the openPASS ecosystem.

## Governance

The following governance bodies are defined:

- The Steering Committee
- The General Assembly
- The Architecture Committee
- The Quality Committee

## Common Dispositions

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

### Good Standing

A representative shall be deemed to be in good standing, and thus eligible to vote on issues coming before the body in which he participates, if the representative has attended (in person or telephonically) a minimum of three (3) of the last four (4) body meetings (if there have been at least four meetings).

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, he or she may be represented by another Body member by providing written proxy to the Body's mailing list in advance, which shall be included in determining whether the representative is in good standing. 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.

### Term and Dates of Elections

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.

Steering Committee member representatives shall serve in such capacity until their removal and replacement 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 from April 1<sup>st</sup> to March 31<sup>st</sup> of each calendar year, 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.

## Meeting Management

### 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. The corresponding body has to inform the representatives about the place of meeting thirty (30) calendar days prior to the meeting. 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 in good standing 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 (as defined in the Common Dispositions section above) is represented at the body meeting. Electronic voting shall be permitted in conjunction with any and all meetings of the body, the subject matter of which requires a vote of the body to be delayed until each such representative in attendance has conferred with his or her respective member organization as set forth in the voting section above.

### 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 openPASS member to any of its meetings. These invited attendees have no right of vote. The corresponding body has to inform the invited attendees about the agenda and the place of meeting fifteen (15) calendar days prior to the meeting.

### Decisions

Decisions shall be taken by simple majority vote, unless specified otherwise. The body has a quorum if all representatives have properly been invited. Decisions shall be reported in writing. Guests do not have any voting rights.

## General Assembly

### Powers and Duties

- Approve changing the name of openPASS by unanimous vote of the present openPASS WG members
- Decide on dissolution of the openPASS WG by unanimous vote of the present openPASS WG members
- The general assembly enables an exchange and discussion among all openPASS WG members

## Composition

Each member of the WG has a seat on the General Assembly.

## Votes

Each Working Group member has one vote.

## Meeting Management

The General Assembly meets at least once every year. The meetings of the General Assembly are organized by the Steering Committee.

# Steering Committee

## Powers and Duties

The Steering Committee is required to

- Define the strategy of the WG
  - Discuss and amend the charter and the participation agreement
  - Define and follow WG marketing and communication activities
  - Initiate and execute an annual membership checkup
  - Maintain a list of the current members of the openPASS WG
  - Define categories to classify WG results in (at least) "Working Group Private" and "Working Group Binary"
  - Negotiate the annual working group participation fees towards the Eclipse Foundation with the EMO
  - Approve the annual budget based upon funds received through fees
  - WP Assignment, Delivery and Accounting as defined in the section "Collaboration".
- Decisions on this topic have to be made with a two third majority vote.

## Composition

Persons occupying seats within the steering committee must be empowered by their home organizations to drive and make decisions as representatives for their home organization concerning its relation with the openPASS community.

Each Driver Member of the WG has a seat in the Steering Committee.

At least one seat is allocated to each class of members different to Driver Members (Participant Members). An additional seat on the committee shall be allocated to each class of members different to Driver Members for every additional five (5) seats beyond one (1) allocated to Driver Members.

Participant Member seats are allocated following the Eclipse "single transferable vote", as defined in the Eclipse Foundation Bylaws.

The Steering Committee elects among its members a chairman.

The Steering Committee will serve for a period of one calendar year, or until respective successors are elected and qualified, or as otherwise provided for in this charter.

## Votes

- Each Driver member on the Steering Committee has three votes
- Other Steering Committee members have a single vote

## Meeting Management

The Steering Committee meets at least twice a year.

# Architecture Committee

## Powers and Duties

Architecture Committee members are required to

- Evaluate and define technologies to be applied
- Establish technical guidelines
- Validate new project proposals and concepts
- Establish the openPASS architecture compliance service and ensure its availability to the openPASS related Eclipse projects

## Composition

- Each Driver Member of the WG has a seat on the Architecture Committee
- Each Project Manager has a seat on the Architecture Committee, provided the Project Manager is employed or designated by a WG member. Otherwise, the Project Manager may be invited as a guest
- The Architecture Committee elects a chairman who reports to the Steering Committee. This chairman is elected among the members of the Architecture Committee

## Votes

Each member on the Architecture Committee has one vote.

## Meeting Management and Availability

The Architecture Committee meets at least twice a year. The Architecture Committee can be contacted through its chairman and shall provide answers on related questions within a reasonable response time.

# Quality Committee

## Powers and Duties

The Quality Committee members are required to

- Define the WG quality kit and maturity process
- Establish and maintain the openPASS integration environment
- Establish the openPASS quality assurance service and ensure its availability to the openPASS related Eclipse projects
- Provide in-time information to the steering committee on the maturity of the components and results delivered to the community to enable it to decide on the acceptance of a deliverable as valid contribution
- Validate that the openPASS related Eclipse projects conform to the WG quality kit
- Validate that the openPASS related Eclipse projects conform to the guidelines established by the architecture committee
- Validate that the openPASS related Eclipse projects apply the IP process

## Composition

- Each Driver member of the WG has a seat on the Quality Committee
- Each Project Manager has a seat on the Quality Committee, provided the Project Manager is employed or designated by a WG member. Otherwise, the Project Manager may be invited as a guest
- At least one seat is allocated to each class of members different to Driver members. An additional seat on the committee shall be allocated to each class of members different to Driver members for every additional five (5) seats beyond one (1) allocated to Driver members. Participant member seats are allocated following the Eclipse "single transferable vote", as defined in the Eclipse Foundation Bylaws
- The Quality Committee elects a chairman who reports to the Steering Committee. This chairman is elected among the members of the Quality Committee

## Votes

Each member on the quality Committee has one vote

## Meeting Management

The Quality Committee meets at least twice a year

# Membership Summary

## Membership Fee Structure

The following table lists the annual Eclipse Foundation membership fees and the openPASS working group fees payable to the Eclipse Foundation Inc. (EMO). Note the working group fees are in addition to the fees for membership in the Eclipse Foundation, which are listed in the [Eclipse Foundation membership fee table](#).

<b>Annual Turnover</b>	<b>WG Fees Driver Member</b>	<b>WG Fees User Member</b>	<b>WG Fees Service Provider</b>
>\$250 million	\$ 0*	\$ 0*	\$ 0*
>\$100 Million <= \$250 million	\$ 0*	\$ 0*	\$ 0*
>\$50 million <= \$100 million	\$ 0*	\$ 0*	\$ 0*
>\$10 million <= \$50 million	\$ 0*	\$ 0*	\$ 0*
< \$10 million	\$ 0*	\$ 0*	\$ 0*
< \$1 million, < 10 employees	\$ 0*	\$ 0*	\$ 0*

\* No additional WG fees payable to the EMO are set.

Additionally, each member has to provide annual participation services to the WG, measured in manpower units / money:

- Driver Member: 90 manpower units / year + \$ 5.000 / year
- All other Member Classes (except Guest Member): 10 manpower units / year

## Membership Privileges

<b>Privilege</b>	<b>Driver Member</b>	<b>User Member</b>	<b>Service Provider Member</b>	<b>Project Manager</b>

Steering Committee	X	Elected	Elected	-
Architecture Committee	X	-	-	X
Quality Committee	X	Elected	Elected	X
General Assembly	X	X	X	-

- v1.0 created June 17, 2016
- v1.1 November 26, 2020, Updates in support of the Eclipse Foundation corporate restructuring