

# RESOLUTIONS OF THE CNCF GOVERNING BOARD

Approved by email vote  
on May 28, 2025

## **Amendments to CNCF Charter**

WHEREAS, to enable development of cloud native specifications and standards, CNCF intends to establish a sister entity in the form of a Series of Joint Development Foundation Projects, LLC.

WHEREAS, the Legal Committee recommends approval of the proposed amendments to the CNCF Charter attached as Exhibit A to specify the license terms that will apply to specifications and standards developed within CNCF or its sister entity.

RESOLVED, that the amendments to the CNCF Charter attached as Exhibit A are hereby approved and adopted.

## **License Exception Request for gRPC-Rust**

WHEREAS, several CNCF projects have requested exceptions to the CNCF IP Policy, which are subject to approval by the Governing Board under Section 11(g) of the CNCF Charter.

WHEREAS, the non-CNCF project Hyperium would like to transfer its **tonic** repository (<https://github.com/hyperium/tonic>), which is licensed under the MIT license, to gRPC. The gRPC project maintainers would like to accept this transfer to [gRPC's GitHub org](#), rename it “grpc-rust”, and continue future developments of this tooling under the “grpc” name while also continuing to maintain the existing “tonic” project as a continuing branch in the same repository.

WHEREAS, the gRPC project maintainers have requested approval of a license exception (Issue [#985](#)) to enable the grpc-rust repository to be licensed under one of several options.

WHEREAS, the CNCF Legal Committee recommends APPROVAL of an exception to allow the tonic/grpc-rust repository to continue to be licensed under the MIT License (and only the MIT License), and for future contributions to that repository to be made under the MIT License rather than CNCF's standard Apache-2.0 license.

RESOLVED, that the Governing Board hereby APPROVES an exception to allow the tonic/grpc-rust repository to continue to be licensed under the MIT License for existing as well as future contributions.

#### **License Exception Request for MySQL.Data build dependency for OpenTelemetry**

WHEREAS, the OpenTelemetry project is requesting a license exception (Issue #995) for the [MySQL.Data component](#), which is licensed under GPL-2.0-only WITH the [Universal FOSS Exception v1.0](#), to enable use of the MySQL.Data connector as part of build and test tooling.

WHEREAS, the CNCF Legal Committee recommends APPROVAL of the requested exception.

RESOLVED, that the Governing Board hereby APPROVES an exception to allow use of the [MySQL.Data component](#) by the OpenTelemetry project as described in its request.

#### **License Exception Request for Neo4j dependency for Cartography**

WHEREAS, the Cartography project is requesting a license exception (Issue #58) for use of the Neo4j graph database, which is licensed under GPL-3.0, as a mandatory dependency.

WHEREAS, the CNCF Legal Committee recommends REJECTION of the requested exception.

RESOLVED, that the Governing Board hereby REJECTS the Cartography project's request for an exception to allow its use of the NEO4j graph database.

# EXHIBIT A

Cloud Native Computing Foundation (“CNCF”) Charter

The Linux Foundation

Effective Nov 6 2015 / Updated ~~March 12~~May [ ], 2025

## 1. Mission of the Cloud Native Computing Foundation.

The Foundation’s mission is to make cloud native computing ubiquitous. The CNCF Cloud Native Definition v1.0 says:

Cloud native technologies empower organizations to build and run scalable applications in modern, dynamic environments such as public, private, and hybrid clouds. Containers, service meshes, microservices, immutable infrastructure, and declarative APIs exemplify this approach.

These techniques enable loosely coupled systems that are resilient, manageable, and observable. Combined with robust automation, they allow engineers to make high-impact changes frequently and predictably with minimal toil.

The Cloud Native Computing Foundation seeks to drive adoption of this paradigm by fostering and sustaining an ecosystem of open source, vendor-neutral projects. We democratize state-of-the-art patterns to make these innovations accessible for everyone.

## 2. Role of the CNCF.

The CNCF will serve a role in the open source community responsible for:

- (a) Stewardship of the projects
  - i. Ensuring that the technologies are available to the community and free of partisan influence
  - ii. Ensure that the technologies’ brand (trademark and logo) is being cared for and used appropriately by members of the community, with a specific emphasis on uniform user experience and high levels of application compatibility
- (b) Fostering the growth and evolution of the ecosystem
  - i. Evaluating which additional technologies should be added to meet the vision of cloud native applications, and working to encourage the

status is achieved through contribution to a given project over time and validation by peer committers.

- (e) New open source projects initiated in CNCF shall complete a project proposal template adopted by the TOC and be approved by the TOC for inclusion in CNCF. The TOC members shall be afforded sufficient time to discuss and review new project proposals. New project proposals shall include details of the roles in the project, the governance proposed for the project and identify alignment with CNCF's role and values.

## 10. Marketing Committee

- (a) Composition: the Marketing Committee will be open to all members to participate. A Chair of the Marketing Committee shall be elected to develop meeting agendas, moderate discussions and help the committee progress against its goals. The Marketing Committee shall seek consensus where possible. Any issues that cannot reach a Rough Consensus in the Marketing Committee shall be referred to the Governing Board.
- (b) Responsibilities: The Marketing Committee shall be responsible for designing, developing and executing marketing efforts on behalf of the Governing Board.
- (c) If the Marketing Committee becomes too large to operate effectively, the Marketing Committee may choose to elect Marketing Board and delegate decision authority to the Marketing Board.

## 11. IP Policy

- (a) Any project that is added to the CNCF must ~~have:~~
  - (i) Have ownership of its trademark and logo assets transferred to the Linux Foundation or a Linux Foundation project hosting entity;
  - ~~(b)(ii) For code development, use only OSI-approved open source software licenses;~~
  - (iii) For new technical specifications or standards that are not designed to be implemented primarily when using or interacting with a particular piece of software, use any of the following: (1) the Community Specification

License and governance framework ("CSL"), or (2) one of the Joint Development Foundation Projects, LLC ("JDF") template options; and

- (iv) For new technical specifications or standards that are designed to be implemented primarily when using or interacting with a particular piece of software (e.g., an API specification), use any of the options listed in paragraph (iii) above or the Apache License, Version 2.0.
- (b) In the case of code and documentation pertaining to code:
  - (i) Each project shall determine whether it will require use of an approved CNCF CLA. For projects that select to use a CLA, all code contributors will undertake the obligations set forth in the Apache contributor license agreement(s), altered only as necessary to identify CNCF or the project as the recipient of the contributions, and which shall be approved by the Governance Board. See CNCF Contributor License Agreements available at <https://github.com/cncf/cla>. The process for managing contributions in accordance with this policy shall be subject to Governance Board approval.
  - (eii) All new inbound code contributions to the CNCF shall be (i) accompanied by a Developer Certificate of Origin sign-off (<https://developercertificate.org>) and (ii) made under the Apache License, Version 2.0 (available at <https://www.apache.org/licenses/LICENSE-2.0>), such license to be in addition to, and shall not supersede, obligations undertaken under the contribution license agreement(s) provided for in (b) above.
  - (diii) All outbound code will be made available under the Apache License, Version 2.0.
- ~~(e) All projects evaluated for inclusion in the CNCF shall be completely licensed under an OSI-approved open-source license. If the license for a project included in CNCF is not Apache License, Version 2.0, approval of the Governing Board shall be required.~~
- (f)(iv) All documentation will be received and made available by the CNCF under the Creative Commons Attribution 4.0 International License.

- (gc) If an alternative inbound or outbound license is required for compliance with the license for a leveraged open source project or is otherwise required to achieve the CNCF's mission, the Governing Board may approve the use of an alternative license for inbound or outbound contributions on an exception basis.

## **12. Antitrust Guidelines**

- (a) All members shall abide by the requirements for The Linux Foundation set forth in the Linux Foundation Antitrust Policy available at <https://www.linuxfoundation.org/antitrust-policy>.
- (b) All members shall encourage open participation from any organization able to meet the membership requirements, regardless of competitive interests. Put another way, the Governing Board shall not seek to exclude members based on any criteria, requirements or reasons other than those used for all members.

## **13. Code of Conduct**

- (a) All participants agree to abide by The Linux Foundation Code of Conduct available at <https://events.linuxfoundation.org/code-of-conduct>. The TOC may vote to adopt its own code of conduct for the CNCF community.

## **14. Related Companies**

- (a). Definitions:
  - i. "Subsidiaries" shall mean any entity in which a Member owns, directly or indirectly, more than fifty percent of the voting securities or membership interests of the entity in question;
  - ii. "Related Company" shall mean any entity which controls or is controlled by a Member or which, together with a Member, 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 membership interests of the entity in question; and
  - iii. "Related Companies" are entities that are each a Related Company of a Member.
- (b). Only the legal entity which has executed a Participation Agreement and its Subsidiaries shall be entitled to enjoy the rights and privileges of such