

Open edX Platform
Technical Oversight Committee Charter

1. Purpose

- a. The Open edX project is focused on building the world's leading online learning platform.

2. Technical Oversight Committee

- a. The Technical Oversight Committee ("TOC") is formed to help serve the purpose of the Open edX project by governing the overall technical direction and stewardship of the project. All purposes served by the TOC shall be consistent with the nonprofit mission of Axim Collaborative, Inc., a Massachusetts nonprofit corporation (the "NP") founded by Harvard and MIT ("Founding Members").

- b. The TOC will:

- i. define and maintain the technical vision and direction for the Open edX Platform.

- ii. establish common practices and policies to be implemented across all Open edX Platform community projects and enforced by the TOC.

- iii. track, monitor, and align Open edX Platform community projects.

- iv. establish working groups as needed, staffed by the Open edX Platform community, and hold those groups accountable to project standards and quality of deliverables.

- v. establish time-bound task forces, staffed by the Open edX Platform community, to solve for acute project needs.

- vi. advise and support the NP on management of:

- 1. annual Open edX conference
 - 2. Open edX Platform Preferred Partner program
 - 3. Open edX Platform Contributor Program (covering code committers and non-technical contributors).

- c. In addition to the responsibilities set forth in Section 2.b, the TOC will be responsible for tasks related to the regular operation of the TOC including:

- i. defining a meeting cadence and meeting norms for the TOC;

- ii. ensuring the timely assignment or election of members to the TOC; and

- iii. recommending changes to this charter to the NP's Board of Trustees.

- d. Notwithstanding anything else set forth in this Charter, and for clarity, the TOC is an oversight group focused initially on technical matters and, over time, to serve as the general Open edX steering committee with oversight of technical and non-technical advisory groups to be established. All subject matter other than technical matters (for example, but not limited to, legal aspects of the Open edX Platform, the choice of open source licensure, and the allocation of any NP resources) are outside the scope of the TOC's purpose and responsibilities.

3. TOC Membership

- a. The TOC will have up to twelve (12) members, distributed as follows:
 - i. three (3) members appointed by the NP Board of Trustees;
 - ii. three (3) members appointed by 2U, Inc. (“2U”);
 - iii. three (3) representatives from the Open edX Platform community; and
 - iv. up to three (3) representatives from mission-aligned organizations (“MAOs”).
- b. Notwithstanding the provisions of Section 3.a, no more than three (3) members can be affiliated with the same organization.
- c. In order to serve as a member, a representative must:
 - i. have the technical expertise necessary to carry out the TOC responsibilities;
 - ii. have expertise with the Open edX Platform or similar learning technologies, for example (but not limited to) individuals who have contributed code or documentation that has been merged into the codebase in the past 12 months or who are responsible for the technical direction of an Open edX Platform instance (e.g., CTO of a site powered by the Open edX Platform);
 - iii. comply with this Charter and applicable NP and TOC policies and procedures as updated from time to time (e.g., Code of Conduct, antitrust policy, etc.), and
 - iv. be willing to serve a 2-year term.
- d. No member shall receive compensation for serving as such.

4. TOC Chair

- a. The TOC Chair will be appointed by the NP Board of Trustees from among the NP members on the TOC. Such Chair shall serve in such capacity for a period of two (2) years unless such Chair earlier resigns or is replaced by the NP.

- b. The Chair is responsible for coordinating TOC activity including scheduling meetings, gathering an agenda, publicizing decisions to be taken in advance, and publicizing TOC minutes.

5. Membership Terms

- a. The duration of a member's term will be two years, running January to December of the given year.
- b. Any member of the TOC may serve an unlimited number of terms, and any member who has previously been removed (in accordance with provisions of Section 7 (Termination of Membership) below) can only be reinstated with the unanimous approval of the TOC.
- c. NP and 2U will each appoint up to three representatives to the TOC following their internally specified process for doing so, so long as each representative meets the membership criteria described in this Charter.
- d. Representation from the Open edX Platform community will be elected annually by the community of contributors to the Open edX Platform and individuals who manage or operate an active Open edX instance. The TOC will organize and administer the annual election so that community members are confirmed by November 1 of the year prior to the January 1 of the term to be served. Election processes should promote the goal of having diverse representation of types of Open edX Platform community participants, i.e., for-profit firms, universities, nations, and not-for-profit organizations. A community member will recuse themselves from any vote related to their own future participation on the TOC. The initial slate of TOC community members will be selected promptly by unanimous decision of the then-serving TOC members designated by the NP and 2U.
- e. NP will be responsible for identifying MAOs that:
 - i. Meet the following criteria:
 - Demonstrate a deep interest in, and extensive experience with using, the Open edX Platform;
 - Have expertise in online learning and higher education;
 - Have a mission focus on solving access challenges faced by students systematically and historically underserved by higher education systems;
 - Have the ability and willingness to contribute substantial resources to the Open edX Project on an ongoing basis, e.g., 10 or more dedicated staff or full time equivalents; and
 - Meet the membership criteria described in this Charter;
 - ii. Are not Founding Members and do not already have anyone in a seat on the TOC; and
 - iii. Are reviewed in advance by existing TOC members and approved via standard TOC decision making procedures.

Each MAO will hold a seat for so long as it continues to meet the criteria described in clause (i) above and will appoint a representative to the TOC following its internally specified process for doing so, so long as the representative meets the membership criteria described in this Charter. If an MAO fails to meet the criteria described in clause (i) above, NP may suspend or terminate the MAO's participation on the TOC.

6. Decision Making and Quorum

- a. The TOC will follow the consensus seeking decision making model and will only resolve issues by vote in cases where consensus cannot be reached.
- b. When the TOC has appeared to reach consensus on a decision, the Chair or their designee will ask if there are any objections. If there are none, the decision will be accepted.
- c. If consensus cannot be reached, the TOC may approve an action with the approval of at least three quarters of the members present at such meeting, rounding up to the nearest full number. The same norms — commitment, supporting and contribution to implementation — apply to decisions reached by vote as those reached by consensus.
- d. Decision making may also occur outside of a meeting of the TOC, so long as relevant information about the questions presented is circulated to the TOC, and at least three quarters of the then-serving members of the TOC (rounding up to the nearest full number) approve in writing.
- e. Quorum for all TOC meetings requires a majority of the then-serving members (excluding any vacant seats), including at least one representative from each of the NP, 2U, the Open edX Platform community members; and whenever all three MAO seats are filled, quorum will also require at least one representative from the MAO members.

7. Termination of Membership

- a. The membership of a TOC member will terminate if any of the following occur:
 - i. Resignation. Written notice of resignation from the TOC member to the Chair of the TOC.
 - ii. Replacement. Written notice of replacement from NP with respect to the NP members, the applicable MAO with respect to the MAO members, or 2U with respect to the 2U members, to the Chair of the TOC. For clarity: the foregoing appointed seats are not required to be all filled at all times and may be vacant from time to time.

In the event of resignation by or removal of a community member at any time, the TOC shall consult the results of the election at which such member was elected and offer such member's seat to each candidate, in turn, who immediately followed that member in the ranked list for the member's seat resulting from the

election. If no such candidate accepts the seat or there is no such candidate available, the then-current community members (including the terminating community member if their departure is based on resignation) will nominate one or more candidates for replacement who satisfy the conditions of Section 3 and promote the goal of diverse representation, and the replacement will be selected promptly by unanimous decision of the TOC members (excluding the terminating community member). Notwithstanding the foregoing, if a community member is removed or resigns during the last quarter of their two-year term and there is no candidate available from the ranked list as described above, the TOC may choose to leave the seat open and not replace the member.

- iii. Unreachable Member. If a member is unresponsive at its listed handle for more than one month the TOC may vote to remove the member.
- iv. Removal for cause. TOC members may be removed from the TOC for violations of this Charter, our project Code of Conduct, or any other policies adopted by the TOC or NP from time to time. Only current TOC members may propose removal, and they must submit such a proposal in writing to the Chair. The Chair will schedule the proposal for discussion at the next regularly-scheduled TOC meeting that is at least thirty days following receipt of the written proposal. Proposed removals require a meeting and will be discussed and, as applicable, voted on by the TOC only in closed session. The meeting and any vote must comply with Section 6, except that Section 6.d does not apply (removals require a meeting).

8. Non-voting Guests and Advisers

- a. With TOC approval, TOC members can invite non-voting guests to attend TOC meetings.

9. Meetings

- a. The cadence of TOC meetings will be under the purview of the TOC. Initially TOC meetings occur no less than quarterly. Meetings will be equipped to support remote participation and will be scheduled as reasonable to accommodate participation from the global community.
- b. Meetings of TOC will include an open and a closed session. Open sessions will be open to guests approved in accordance with Section 8.a. Closed sessions will be confidential and limited to TOC members, unless otherwise decided by the TOC. To promote transparency, the TOC will ensure that minutes of the open session of each meeting are kept and publicly published timely following TOC review and approval.

10. Working Groups

- a. From time-to-time as needed the TOC may create (and wind down) working groups or task forces that will be responsible for recommending and delivering critical project work and reporting on progress and results to the TOC.
- b. The TOC will typically delegate tactical decision making to those who best understand the details, including Working Groups, Task Forces, Expert Groups, etc. Only significant changes in the status quo or decisions that are difficult to reverse should be escalated to the TOC for consideration.

11. General Rules and Operations

- a. The TOC will function in a professional manner consistent with maintaining a cohesive community and the goodwill of the NP; will respect the rights of all trademark owners, including any branding and usage guidelines; and will obtain NP approval for all press and media activities and the creation of any websites for the Open edX Platform community.
- b. The TOC will comply with all NP intellectual property policies, rights, and obligations related to inbound code contributions, outbound code licenses, and all documentation and other materials owned by or contributed to the NP.
- c. In no event will the NP have any obligation to undertake any action on behalf of the TOC. For clarity, the NP will have custody of and final authority over the usage of any fees, funds and other cash receipts. In addition to all other rights under this Charter, NP may override any TOC decision or action that, in NP's sole discretion, is inconsistent with the NP's nonprofit mission.

12. Amendments

- a. The TOC may amend this Charter with a unanimous vote, except that modifications to Section 1 ("Purpose"), Section 2 ("Technical Oversight Committee"), Section 3 ("TOC Membership"), Section 4 ("TOC Chair"), Section 6 ("Decision Making and Quorum"), Section 11 ("General Rules and Operations"), and Section 12 ("Amendments") and the addition of any new section, cannot be amended, terminated, or modified in any respect without the written consent of the NP. This Charter may also be amended by the NP Board of Trustees following its own process. All amendments must be circulated promptly to the TOC and the NP.