

THE LINUX FOUNDATION

THE PYTORCH FOUNDATION

PyTorch Foundation Participation Agreement

Thank you for your interest in joining the PyTorch fund (the “PyTorch Foundation,” or, alternatively, the “Directed Fund”), a directed fund project of The Linux Foundation (the “LF”). The purpose of the PyTorch Foundation is to raise, budget and spend funds in support of various open source, open standards and other open technical projects within the broader PyTorch community. The PyTorch Foundation supports the “PyTorch Technical Code Base” project, established as PyTorch a Series of LF Projects, LLC. Additional projects may be supported per the governance model herein, with each project referred to as a Technical Project, and collectively with the PyTorch Technical Project referred to as “Technical Projects.” The governance for the PyTorch Foundation will operate pursuant to the PyTorch Foundation Charter (the “Charter”), set forth as Exhibit B, and as amended in the future by the PyTorch Foundation’s Governing Board with the approval of the LF. **Please note** that you must be a member of the LF to be eligible to participate as a member of the PyTorch Foundation. For further information, visit the [Corporate Membership](#) page at the LF website.

Members will enjoy the privileges and undertake the obligations described in the Charter and will comply with all such policies as the LF Board of Directors and/or the PyTorch Foundation’s Governing Board may from time to time adopt with notice to members of the PyTorch Foundation. The LF reserves the right to refuse any Participation Agreement submitted by a member who has payment obligations outstanding to the LF or to any other LF directed funds. Technical oversight governance for each Technical Project is set forth in the applicable technical charter or technical governance document for each such Technical Project.

Please have this Participation Agreement (the “Agreement”) executed by an authorized representative of the member company named below (“Member”) and send a copy in PDF form by email to membership@linuxfoundation.org. A countersigned copy will be returned to you by email for your records once your eligibility for membership has been confirmed and an invoice for payment will be emailed to you for applicable membership fees. This Agreement will become effective upon the date that it is executed by LF (the “Membership Date”). Execution of this Agreement is not an indication of interest; it is an irrevocable, binding obligation for the Member to make the payments provided for herein.

Contact Information: If you are an existing LF Member, all legal, billing and financial notices from the LF relating to your participation will be sent to the individuals already on file with the LF under those categories unless you designate a different individual in Exhibit A.

Platinum Membership Term:

The term of this Agreement is two (2) years (“Initial Term”). The Initial Term will automatically renew for successive one-year terms (each a “Renewal Term,” and collectively with the Initial Term, the “Term”). A Member may terminate membership by providing written notice to LF no

less than thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. At the second anniversary of membership, a prorated amount of fees for the remainder of that calendar year will be assessed and membership will proceed on a calendar year-based renewal cycle thereafter.

Gold and Silver Membership:

For Gold and Silver Members, at the first anniversary of membership, if membership is not canceled at least thirty days prior to the first anniversary of membership, a prorated amount of fees for the remainder of that calendar year will be assessed (and membership will proceed on a calendar-year based renewal cycle thereafter).

In calculating the appropriate annual fee for Silver membership, please indicate your current consolidated employee headcount in the membership level selected. Solely for purposes of calculating fees, Consolidated Employees include all employees of Related Companies (as defined in the Charter), which include any direct and indirect parent companies, and all sister and subsidiary entities. Employees do not include third-party contractors.

Fees:

Fees for Members are set forth in Exhibit C. Fees for the first year of membership are due within forty-five (45) days after the Membership Date. The Fees for each subsequent year of membership are due each year no later than forty-five (45) days after the anniversary of the Membership Date.

LF reserves the right to refuse your Participation Agreement if you have outstanding obligations to the LF or any other LF projects. In no event will fees be refunded, upon a Member's resignation or otherwise.

You acknowledge that LF and other Members rely upon membership renewal to budget effectively, and renewal impacts LF's ability to provide services to the PyTorch Foundation. As a Member you will abide by The Linux Foundation's Good Standing Policy, available at <https://www.linuxfoundation.org/good-standing-policy>.

Notice of any increase in Fees will be provided in writing on or before October 15 of the then current calendar year and will apply at the next annual renewal.

Additional Terms:

1. During the Term of this Agreement, LF Projects, LLC and the Linux Foundation shall have the non-exclusive, non-transferable, non-assignable, non-sublicensable right to use the name and logo of Members to reference Member's participation in the PyTorch Foundation and to promote the PyTorch Foundation and the PyTorch Technical Codebase project; provided, however, that (i) all such use shall be in compliance with Member's relevant trademark and corporate identity

guidelines provided to the LF, and (ii) all goodwill from the same shall inure to the benefit of Member.

2. Linux Foundation agrees and understands that nothing in this Agreement shall be construed as creating any right, interest, royalty or benefit of Linux Foundation or the PyTorch Foundation in the goodwill, revenue, profits or business of the Member or its affiliates.

3. The Linux Foundation is an Oregon nonprofit mutual benefit corporation operating independently of its members. Neither party shall acquire any right, title or interest in any copyright, patent, trade secret or other intellectual property belonging to the other party or the other party's licensors. Nothing in this Agreement shall be construed to create a joint venture, partnership, employment or agency relationship between the Linux Foundation and the Member, or between the Member and other members. Furthermore, neither the Linux Foundation nor the Member has the right or authority to assume or create any obligation or responsibility on behalf of the other party.

4. The use and disclosure of lists containing personal information are regulated by privacy and data protection laws, and are subject to the LF's privacy policy, available at <https://linuxfoundation.org/privacy-policy>.

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Name of Member Company _____

Membership Level (*see Exhibit C*): _____

Consolidated Employees (*if applicable*) _____

PR/Logo Usage: Do we have your permission to:

...display your logo on the Directed Fund's website (Yes or No)? _____

...announce your participation via press release (Yes or No)? _____

Preferred method(s) for receiving invoices (*PDF or Hard Copy*): _____

Is a Purchase Order (PO) required (*Yes or No*)? _____

If Yes, please provide the following details:

Name: _____

E-mail: _____

By signing below, the Member acknowledges and agrees that, when signed and accepted by the LF, this Agreement represents a binding contract between the parties and commits the applicant to these terms and obligations:

Authorized Representative of Member:

Accepted:

THE LINUX FOUNDATION

(Print Member Name)

Signature

Signature

Name

Name

Title

Title

Date

Date

Exhibit A

Primary Project Contact

(for all notices, including voting)

Name: _____

Title: _____

Phone No: _____

E-mail: _____

Billing Address

Billing Contact

(All invoices will be sent to this e-mail address unless the Member directs otherwise)

Name: _____

Title: _____

Phone No: _____

E-mail: _____

Exhibit B

The PyTorch Foundation Charter

The Linux Foundation

Amended: January 1, 2026

1) Mission and Scope of the PyTorch Foundation.

- a) The purpose of the PyTorch Foundation fund (the “PyTorch Foundation”) is to raise, budget and spend funds in support of various open source, open standards and other open technical projects within the broader PyTorch community. The PyTorch Foundation supports the “PyTorch Technical Code Base” project, established as PyTorch a Series of LF Projects, LLC. Additional projects may be supported per the governance model herein, with each project referred to as a Technical Project, and collectively with the PyTorch Technical Project referred to as “Technical Projects.”.
- b) The PyTorch Foundation operates under the guidance of a committee of members (the “Governing Board”) and The Linux Foundation (the “LF”), consistent with the Linux Foundation’s tax-exempt status. A Technical Advisory Council (“TAC”) is responsible for coordinating collaboration and communication of the Technical Projects.
- c) The Governing Board manages the PyTorch Foundation.

2) Membership.

- a) The PyTorch Foundation will initially be composed of Platinum, Gold, Silver and Associate Members (each, a “Member” and collectively, the “Members”). All Members must be current corporate members of the Linux Foundation (“LF”) in Good Standing, at any level, to participate in the PyTorch Foundation as a member. All Members of the PyTorch Foundation enjoy the privileges and undertake the obligations described in this Charter, which may be amended from time to time by the Governing Board with the approval of the LF. During the term of their membership, all Members will comply with all such policies as the LF and/or the PyTorch Foundation may adopt with notice to Members.
- b) Platinum Members will have the right to appoint one representative (each, a “Platinum Member Representative”) to the Governing Board and to any committee except for those committees where the Governing Board has authorized voting-based committee membership determination. Prior to the October 2025 amendments to this Charter, the Platinum Membership tier was known as the “Primer Membership” tier.
 - c) There will be one representative on the Governing Board representing the interests of the Gold Members (each such representative, a “Gold Member Representative”) for every three Gold Members rounded down to the nearest whole number provided that if there is at least one Gold Member there will be at least one Gold

Member Representative. The Governing Board determines the annual nomination process, and each Gold Member may nominate one employee to be considered by the Governing Board to serve as a Gold Member Representative. The Governing Board will select the Gold Member Representative(s) from among these nominees.

- d) There will be one representative on the Governing Board representing the interests of the Silver Members (each such representative, a “Silver Member Representative”) for every ten Silver Members rounded down to the nearest whole number provided that if there is at least one Silver Member there will be at least one Silver Member Representative, up to a maximum of three Silver Member Representatives. The Governing Board determines the annual nomination process, and each Silver Member may nominate one employee to be considered by the Governing Board to serve as a Silver Member Representative. The Governing Board will select the Silver Member Representative(s) from among these nominees.
- e) The Associate Member category of membership is limited to Associate Members of The Linux Foundation that are non-profits organizations. The Governing Board may set additional criteria for joining the PyTorch Foundation as an Associate Member. If the Associate Member is a membership organization, Associate Membership in the PyTorch Foundation does not confer any benefits or rights to the members of the Associate Member. The Governing Board may allow one representative representing the interests of the Associate Members (such representative, the “Associate Member Representative”) to join the Governing Board. The Governing Board determines whether it will seat an Associate Member Representative and the annual nomination process. Each Associate Member may nominate one employee to serve as the Associate Member Representative. The Governing Board will select the Associate Member Representative from among these nominees, provided, however, that the Governing Board may at any time – including during or at the conclusion of the nomination process – decline to seat an Associate Member Representative.
- f) Members have the right to:
 - i) participate in PyTorch Foundation general meetings, initiatives, events and any other activities; and
 - ii) identify themselves as Members of the PyTorch Foundation supporting the PyTorch community.
- g) Members may withdraw from membership in the PyTorch Foundation at any time upon ten (10) business days’ written notice delivered to the Governing Board and the Linux Foundation.
- h) Upon any withdrawal of membership of a Member, all related voted rights of such Member shall be terminated; and Member must cease to identify themselves as a Member of the PyTorch Foundation. All membership fees not yet paid at the time of withdrawal shall remain due and payable by such withdrawing Member.

3) Governing Board

- a) The Governing Board will consist of the Platinum Member Representatives, the Associate Member Representative, if one has been selected, the TAC Representative (as defined below) and one or more Silver and Gold Member Representatives (collectively, “Named Representatives”).
- b) Conduct of Meetings
 - i) Governing Board meetings will be limited to the Platinum Member Representatives, Gold Member Representatives, Silver Member Representatives, the Associate Member Representative, Invited Guests (defined below), and LF staff.
 - ii) The Governing Board may allow alternate Named Representatives to attend as an alternate to the Named Representative (each, an “Alternate Named Representative”).
 - iii) The Governing Board meetings will be private unless otherwise decided by a majority vote of the Governing Board. The Governing Board may decide by a majority vote to permit a certain number of guests invited by Members (“Invited Guests”) to participate in consideration of specific Governing Board topics; provided, however, that Invited Guests may not participate in any vote on any matter before the Governing Board.
 - iv) Meetings of the Governing Board will be held a minimum of two times per year on a date and at a time designated by the Governing Board. Special meetings may be called for any purpose or purposes only by the Chair or any two members of the Governing Board. Members may attend meetings through electronic means of communication that allows Members to communicate with each other during such meetings.
 - i) Written notice, which may be made by electronic means, stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called (“GB Notice”) shall be delivered not less than 36 hours before the date of the meeting, by or at the direction of the Governing Board or the Chair or members of the Governing Board calling the meeting, to each member of the Governing Board.
 - v) The members may participate in a meeting of the Governing Board by, or conduct the meeting through the use of, any means of communication by which all the members of the Governing Board participating in the meeting can hear one another during the meeting. Participation in a meeting by such means shall constitute presence in person at a meeting.
 - vi) Any action that could be taken at a meeting of the Governing Board may be taken without a meeting and without a vote, if one or more written consents setting forth the action to be taken, is approved by the Named Representatives or the Alternate Named Representatives of the Governing Board with the requisite voting authority to approve such action. Action taken by written consent of the Governing Board without a

meeting is effective when the number of approvals sufficient to approve or take the action have been established, unless the consent specifies a later effective date.

c) Officers

- i) The Governing Board may delegate the management of the activities of the PyTorch Foundation to any person or persons, or committees. The officers of the PyTorch Foundation will serve at the discretion of the Governing Board until their resignation or a successor is elected.
- ii) The chairperson (“Chair”) will (a) preside over meetings of the Governing Board, (b) manage any day-to-day operational decisions, (c) submit minutes for approval by the Governing Board, (d) maintain the PyTorch brand guidelines, (e) identify areas of concern of abuse of PyTorch brand, (f) assist in the preparation of budgets for approval of the Governing Board, (g) monitor expenses against the budget, and (h) authorize expenditures approved in the budget.

d) The Governing Board will be responsible for overall management and oversight of the PyTorch Foundation, including:

- i) approve a budget directing the use of funds raised from all sources of revenue;
- ii) nominate and elect Officers of the PyTorch Foundation;
- iii) approve, together with the TAC, project lifecycle procedures and processes;
- iv) oversee all PyTorch Foundation business and community outreach matters and cooperate with the LF on any legal matters;
- v) adopt and maintain policies, rules, and procedures for the PyTorch Foundation (subject to LF approval);
- vi) support the protection, licensing, and legal enforcement of the brand, logo, logo lockups, and trademark, including any legal matters that may arise of any Technical Project;
- vii) establish advisory bodies, committees, programs or councils to resolve any particular matter or in support of the mission of the PyTorch Foundation or its Technical Projects;
- viii) establish and maintain a website and oversee marketing programs including publishing product feature news updates, and end-user success stories involving any aspect of the PyTorch ecosystem or any Technical Project to help inform the technical community;
- ix) approve procedures for the nomination and election or selection of any persons to the Governing Board and any Officer or other positions created by the Governing Board;

- x) vote on all decisions or matters coming before the Governing Board;
 - xi) any removal or replacement of the PyTorch Technical Codebase project's lead maintainer by at least four-fifths approval of the Governing Board.
- e) The Governing Board will not be responsible for nor be involved in any technical management of PyTorch Technical Codebase project, or other Technical Project, including:
- i) establishing or modifying the rules of Technical Governance, including contribution guidelines, and mechanisms for individuals to be added to, removed from, or moved between different contributor or maintainer status levels.
 - ii) establishing or modifying the licenses for the code within PyTorch Technical Codebase project, including the Contribution License Agreement utilized by individuals to contribute code to PyTorch Technical Codebase project, as well as the specific open source software license for end-users to utilize code.

4) Technical Advisory Council

- a) The role of the TAC is to facilitate communication and collaboration among the Technical Projects. The TAC will be responsible for:
- i) coordinating collaboration among Technical Projects, including development of an overall technical vision for the community;
 - ii) making recommendations to the Governing Board of resource priorities for Technical Projects;
 - iii) electing annually a chairperson to preside over meetings, set the agenda for meetings, ensure meeting minutes are taken and who will also serve on the Governing Board as the TAC's representative (the "TAC Representative");
 - iv) creating, maintaining and amending project lifecycle procedures and processes, subject to the approval of the Governing Board; and
 - v) such other matters related to the technical role of the TAC as may be communicated to the TAC by the Governing Board.
- b) The voting members of the TAC consist of:
- i) one representative appointed by each Platinum Member
 - ii) the Gold Member TAC Representative(s) as defined below; and
 - iii) one representative appointed by the technical oversight body (e.g., a technical steering committee) of each TAC Project (as defined herein).

- c) There will be one representative on the TAC representing the interests of the Gold Members (each such representative, a “Gold Member TAC Representative”) for every three Gold Members rounded down to the nearest whole number provided that if there is at least one Gold Member there will be at least one Gold Member Representative. The Governing Board determines the annual election process, and each Gold Member may nominate one employee to serve as a Gold Member TAC Representative. The Gold Members will select the Gold Member TAC Representative(s) from among these nominees.
- d) One representative of any Member may observe meetings of the TAC. Any committers from a TAC Project may observe meetings of the TAC. The TAC may change this at any point in time, including: (a) opening meetings to a broader community; (b) holding closed meetings; and (c) holding meetings open to the public.
- e) As of the date of the charter amendment establishing the TAC, “TAC Projects” are those Technical Projects listed as having voting representatives on the TAC on the PyTorch Foundation web site. Thereafter, any Technical Project can become a TAC Project through the approval of the Technical Project’s technical oversight body, the TAC (by a two-third’s vote), and the Governing Board. The TAC and the Governing Board may approve a project lifecycle policy that will address the incubation, archival and other stages of TAC Projects.
- f) The TAC representatives will elect a chair to preside over meetings, ensure minutes are taken and drive the TAC agenda with input from the TAC representatives. The TAC may also appoint a vice-chair to perform the obligations of the TAC chair if that chair is not available.

5) Voting

- a) Quorum for Governing Board and Committee meetings will require members representing at least a majority of the voting power of the Governing Board or Committee, as applicable, be present (whether through Named Representatives or their Alternate Named Representatives) or that such Members be represented by Named Representatives or their Alternate Named Representative. If advance notice of the meeting has been given per normal means and timing in accordance with Section 3.b, the Governing Board may continue to meet even if quorum is not met, but will be prevented from making any decisions at the meeting.
- b) Ideally decisions will be made based on consensus. If, however, any decision requires a vote to move forward, the members of the Governing Board will vote on a one vote per Governing Board representative basis.
- c) Except as provided in Section 13.a., Section 3.d.xi or elsewhere in this Charter, decisions by vote at a meeting requires a simple majority, provided Quorum is met. Except as provided in Section 12.a., Section 5.e., Section 3.d.xi or elsewhere in this Charter, decisions by electronic vote without a meeting requires a majority of all voting members.
- d) In the event of an equal vote with respect to an action that cannot be resolved by the

Governing Board, the Chair may refer the matter to the LF for assistance in reaching a decision. If there is a tied vote in any Committee that cannot be resolved, the matter may be referred to the Governing Board. Platinum Gold, Silver, Member Representatives, will each have one (1) vote.

6) Subsidiaries and Related Companies

- a) Definitions:
 - i) “Subsidiaries” means 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” means 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 that executed a Participation Agreement and its Subsidiaries will have the rights provided to a Member. A Member and its Subsidiaries will be treated together as a single Member.
- c) If a Member is a foundation, association, consortium, open source project, membership organization, user group or other entity that has members or sponsors, the rights and privileges granted to such Member will extend only to the employee-representatives of such Member, and not to its members or sponsors, unless otherwise approved by the Governing Board.
- d) PyTorch Foundation membership is non-transferable, non-salable and non-assignable, except a Member may transfer its current Membership benefits and obligations to a successor of substantially all of its business or assets, whether by merger, sale or otherwise; provided that the transferee agrees to be bound by this Charter and the Bylaws, available at <https://linuxfoundation.org/bylaws>, and policies required by LF membership.

7) Good Standing

- a) All Members must be in good standing pursuant to The Linux Foundation’s Good Standing Policy, available at <https://www.linuxfoundation.org/good-standing-policy>.

8) Trademarks

- a) Any trademarks relating to the PyTorch Foundation or any Technical Project, including without limitation any mark relating to any conformance program, will be transferred to and held by LF Projects, LLC or the Linux Foundation and available for use pursuant to

LF Projects, LLC's or the Linux Foundation's trademark usage policy, as applicable.

9) Antitrust Guidelines

- a) All Members must abide by The Linux Foundation's Antitrust Policy available at <http://www.linuxfoundation.org/antitrust-policy>.
- b) All Members must encourage open participation from any organization able to meet the membership requirements, regardless of competitive interests. The Governing Board will not seek to exclude any member based on any criteria, requirements or reasons other than those that are reasonable and applied on a non-discriminatory basis to all members.

10) Budget

- a) The Governing Board will approve an annual budget and never commit to spend in excess of funds raised. The budget and the purposes to which it is applied must be consistent with both (a) the non-profit and tax-exempt mission of The Linux Foundation and (b) the aggregate goals of the Technical Project. Any unused funds will be rolled over and eligible for the next fiscal year.
- b) The Linux Foundation will provide the Governing Board and Finance Committee with regular reports of spend levels against the budget. Under no circumstances will The Linux Foundation have any expectation or obligation to undertake an action on behalf of the PyTorch Foundation or otherwise related to the PyTorch Foundation that is not covered in full by funds raised by the PyTorch Foundation.
- c) In the event an unbudgeted or otherwise unfunded obligation arises related to the PyTorch Foundation, The Linux Foundation will coordinate with the Governing Board to address gap funding requirements.

11) General & Administrative Expenses

- a) The Linux Foundation will have custody of and final authority over the usage of any fees, funds and other cash receipts.
- b) A General & Administrative ("G&A") fee will be applied by The Linux Foundation to funds raised to cover membership records, finance, accounting, and human resources operations. The G&A fee will be 9% of the PyTorch Foundation's first \$1,000,000 of gross receipts each year and 6% of the PyTorch Foundation's gross receipts each year for gross receipts in excess of \$1,000,000.

12) General Rules and Operations. The PyTorch Foundation will:

- a) engage in the work of the PyTorch Foundation in a professional manner consistent with maintaining a cohesive community, while also maintaining the goodwill and esteem of The Linux Foundation in the open source community;
- b) respect the rights of all trademark owners, including any branding and usage guidelines;

- c) engage or coordinate with The Linux Foundation on all outreach, website and marketing activities regarding the PyTorch Foundation or on behalf of any Technical Project that invoke or associate the name of any Technical Project, the PyTorch Foundation or The Linux Foundation; and
- d) operate under such rules and procedures as may be approved by the Governing Board and confirmed by The Linux Foundation.

13) Amendments

- a) This Charter may be amended by a two-thirds vote of the entire Governing Board, subject to approval by The Linux Foundation.

Exhibit C

The membership levels and associated fees are listed below.

Membership Class	Annual Membership Fees
Platinum Member	\$350,000 (2-year commitment)
Gold Member	\$150,000
Silver Member	See Fee Scale
Associate Member (pre-approved non-profits)	\$0

The annual fee for Silver membership is determined according to the following table, based on your current consolidated employee headcount:

Consolidated Employees	Annual Silver Membership Fees
5,000 and above	\$75,000
From 3,000 to 4,999	\$50,000
From 1,000 to 2,999	\$40,000
From 500 to 999	\$35,000
From 100 to 499	\$25,000
From 50 to 99	\$10,000
Up to 49	\$5,000

Linux Foundation Membership Information. Your organization will need to be a current member of the LF. If your organization is already a member of the LF, there is no need to do anything. If you are not a member of the LF, there are three tiers of LF membership available.

The fees associated with each level of LF membership are included below. Please visit the Corporate Membership page at the LF web site for full details:

- LF Platinum: \$500,000
- LF Gold: \$100,000
- LF Silver: Under 100 employees: \$5,000; 100-499 employees: \$10,000; 500-4,999 employees: \$15,000; 5,000 or more employees: \$20,000.
- LF Associate membership is available for non-profit, open source, and government entities at no cost.