

## **ECLIPSE FOUNDATION AISBL INDIVIDUAL COMMITTER AGREEMENT**

THIS INDIVIDUAL COMMITTER AGREEMENT (THE "AGREEMENT") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date") by and between Eclipse Foundation AISBL (the "Eclipse Foundation"), a Belgian international not-for-profit association (*AISBL/IVZW*), and \_\_\_\_\_ ("Committer") an individual listed in the Eclipse Foundation's Committer Database who has been approved to be a committer as further described herein.

### **INTRODUCTION**

In conjunction with the Eclipse.org Foundation, Inc., the Eclipse Foundation manages open source projects ("Eclipse Technology Projects" and "Eclipse Technology Project" in the singular) in compliance with Eclipse Foundation policies including without limitation its Development Process, Specification Process, Intellectual Property Policy, and Antitrust Policy. Individuals who give frequent and valuable contributions to an Eclipse Technology Project, can have their status promoted to that of a "Committer" as that term is defined in the Eclipse Foundation Bylaws for that Eclipse Technology Project respectively, in accordance with the Eclipse Technology Project's corresponding charter. A Committer has access to, and is entitled to edit, or write in the source code repository for the associated Eclipse Technology Project, or to other content on the Eclipse Foundation website. In order for an individual to become a Committer, another Committer for the Eclipse Technology Project must nominate that individual. Once an individual is nominated, the existing Committers for the Eclipse Technology Project will vote using the process and rules determined by each Project Charter and administered by the Project Management Committee ("PMC"). When a new Eclipse Technology Project is started, the responsible Project Management Committee ("PMC") will nominate an initial set of Committers for approval by the Executive Director (or his or her delegates). Becoming a Committer is a privilege that is earned by contributing and showing discipline and good judgment. It is a responsibility that should be neither given nor taken lightly.

By executing this Agreement, Committer agrees that: (a) they have reviewed this Agreement, (b) they shall comply with all obligations that result from being a Committer, and (c) they shall be entitled to enjoy the rights of a Committer, subject to the terms hereof.

As used in this Agreement: (i) "Contribution" shall mean any original work of authorship, including any modifications or additions to an existing work, that is Submitted by Committer to the Eclipse Foundation for inclusion in, discussion of, or documentation of, any Eclipse Technology Projects; and (ii) "Submit" (or "Submitted") means any form of communication sent to and/or made available to the Eclipse Foundation (e.g. the content posted on electronic mailing lists, forums, content management systems, source code control systems, code review systems, issue tracking systems, etc. that are used by the Eclipse Foundation).

This Agreement applies to all Contributions Submitted by Committer.

## **1. COMMITTER RIGHTS AND OBLIGATIONS**

Committer will promptly notify the Eclipse Foundation if they become aware of any facts or circumstances that would make any of the following commitments inaccurate in any way. To notify the Eclipse Foundation of any such concerns please send an email to [license@eclipse.org](mailto:license@eclipse.org)

**1.1 Compliance with Bylaws, Policies and Guidelines.** Committer agrees to abide by the Eclipse Foundation Bylaws, Intellectual Property Policy, Eclipse Privacy Policy, Eclipse Development Process, and Committer Guidelines and any and all additional policies, guidelines and procedures adopted by the Eclipse Foundation, as may be amended from time to time.

**1.2 License to Contributions.** Committer agrees that their Contributions will be provided under the license(s) associated with the Eclipse Technology Projects they are contributing to (the "Project License(s)"), as documented in the notices and file headers for the project. Committer represents that they have reviewed and understands the terms and conditions of the Project License(s). This Agreement, and the Project License(s) associated with the Eclipse Technology Projects they are contributing to, provide a license to Committer's Contributions to the Eclipse Foundation and downstream consumers, but Committer still owns their Contributions, and except for the licenses provided for in this Agreement, Committer reserves all right, title and interest in and to their Contributions. In addition to the above, Committer grants a non-exclusive, worldwide, perpetual, royalty-free license of all necessary rights under their copyright in and to their Contributions (the "Specification Grant"): (a) for the Eclipse Foundation (and its contributors solely as a part of Eclipse Technology Projects) to create, reproduce, prepare derivative works of, publicly display, publicly perform, distribute and sublicense specifications subject to the terms of the then-current Eclipse Foundation Specification License, based on or derived from the Specification Content (as defined below) and (b) for recipients of such specifications to create, reproduce, and distribute implementations thereof based on the portion of Committer's Contributions or material derived from them in the specifications, subject to the terms of the then-current Eclipse Foundation Specification License.

"Specification Content" is the collection of interface definitions for the Application or User interfaces ("Interfaces") provided by the work to which Committer's Contribution was made, descriptions of the structure and semantic behavior of those Interfaces, and data formats and protocols associated with those Interfaces, all of which as are reasonably necessary to enable the development of independent implementations of those Interfaces. For the sake of clarity, Specification Content does not include implementation detail of how the Eclipse Technology project code or Committer's Contribution implements the Interfaces in the Specification and the Specification Grant provided above would not cover such additional material.

Except as otherwise determined by the Eclipse Foundation Board of Directors in accordance with the Bylaws and Intellectual Property Policy, Committer agrees that the Project License(s) for the project(s) Committer contributes to will serve as the distribution license for their

Contributions. For the avoidance of doubt, the terms "distribution" and/or "distribute" in this Agreement shall be construed as to designate any form of making available to the public, regardless of the method of conveyance.

**1.3 Committer Representations.** Committer represents that current and future Contributions to Eclipse will comply with the terms of this Agreement, including the licensing provision of Section 1.3 above, and that they are legally entitled to grant the rights set out in this agreement. Committer represents that each of their Contributions are their original creation, or that they are otherwise legally entitled to grant the licenses in Section 1.2 above. If any third party (examples of which include but are not limited to Committer's employer) has rights to intellectual property that Committer contributes, Committer represents that they have received permission to make such Contributions on behalf of that third party in accordance with the terms set forth herein. Committer represents that it has no knowledge of any third-party objection to contemplated Contributions, and Committer shall not make any Contributions that are the subject of any such third-party objection. To document the above, the Eclipse Foundation requires that each Contribution Submitted by Committer must comply with the commitments documented in the Developer Certificate of Origin (DCO) shown in Exhibit A, the current version of which can be found at <https://www.eclipse.org/legal/DCO.php>.

 Committer's initials

**1.4 Committer Contact Information.** Committer understands and agrees that the Eclipse Foundation is required to maintain public records of authorship related to all Contributions made by them, and that certain personally identifiable information, including without limitation their name and email address, shall be publicly displayed in conjunction with all Contributions made by them under the terms of this Agreement. In addition, Committer understands and agrees that the Eclipse Foundation is required to maintain additional personal contact information for all Committers including without limitation address, other contact information and any change in employment or independent contractor status. Committer shall promptly inform the Eclipse Foundation of any change in the information provided, as well as any change in employer or third party to whom services are being provided. Committer shall, upon the Eclipse Foundation's request, confirm the currency of all personal information provided.

**1.5 Committer's rights.** Committers working on an Eclipse Technology Project may be granted privileged access rights to services, resources, or content on one or more servers, repositories, or content management systems provided by, or managed by, the Eclipse Foundation. Committers may also be granted other rights necessary to administrate and manage Eclipse Technology Projects such as mailing list administration, Bugzilla administration, etc. The Eclipse Foundation will have complete control and discretion over which capabilities are assigned to a Committer account, and may terminate or temporarily disable Committer access for any reason at any time.

**1.6 Treatment of Account.** Committer shall maintain the strict confidentiality of their passwords issued by the Eclipse Foundation (“Password”) and shall not allow any other individual or entity to use their username or Password. Should a Committer become aware of any such use, Committer shall notify the Eclipse Foundation immediately by sending an e-mail to [toemo@eclipse-foundation.org](mailto:toemo@eclipse-foundation.org), or such other e-mail address as may be designated by the Eclipse Foundation from time to time. Until a Committer has provided such notice to the Eclipse Foundation, such Committer shall be presumed to have taken and shall be fully responsible for all actions made through its username and Password.

## **2. TERM AND TERMINATION**

**2.1 Term.** The term of this Agreement shall begin on the Effective Date and shall continue until terminated by either party, with or without cause, by written notice to the other party.

## **3. GENERAL**

**3.1 No Other Licenses.** By executing this Agreement, Committer neither grants nor receives, by implication, estoppel, or otherwise, any rights under any copyright, patents or other intellectual property rights of the Eclipse Foundation or any Member.

**3.2 Limitation of Liability.** It is the expectation of the Eclipse Foundation and its members that Committer will meet Committer’s obligations, and not exceed the scope of their authority, as set forth in this Agreement. Notwithstanding the preceding sentence, to the extent permissible by law, in no event will either Eclipse Foundation, its members or Committer be liable to each other or any member or third party under this Agreement for the cost of procuring substitute goods or services, lost profits, lost revenue, lost sales, loss of use, loss of data or any direct, incidental, consequential, indirect, punitive, or special damages whether or not such party had advance notice of the possibility of such losses or damages.

**3.3 Governing Law.** Any dispute arising out of or in relation with the conclusion, validity, existence, enforcement and termination of this Agreement, and its interpretation, on contractual or extra-contractual grounds shall be construed and governed by the laws of Belgium without reference to conflict of laws rules and principles.

**3.4 Notices.** All notices or other communications to or upon any party shall be delivered to or at the addresses set forth on the signature page(s) hereto. For purposes of this Section, notice can include notice by written mail or electronic mail and shall be deemed served when sent; provided, however, that notice of a breach of this Agreement and notice of termination of this Agreement shall be given by international courier service or certified mail, return receipt requested. Either party may give written notice of a change of address and, after notice of such change has been received, any notice or request shall thereafter be given to such party at such changed address.

**3.5 Complete Agreement; No Waiver.** Except with respect to the Bylaws of Eclipse Foundation, the Intellectual Property Policy, the Eclipse Public License, the Project License(s), the Eclipse.org Terms of Use, Eclipse Foundation's Antitrust Policy, and any other policies, guidelines and procedures that may be adopted by Eclipse Foundation, from time to time, in accordance with the Bylaws, this Agreement, including all attachments, sets forth the entire understanding of Eclipse Foundation and Committer with respect to the subject matter hereof and supersedes all prior agreements and understandings relating hereto, unless otherwise stated in this Agreement. The waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.

**3.6 Definitions.** Capitalized terms in this Agreement will be defined in the body of this Agreement, in the relevant sections. Any capitalized term not defined in this Agreement will have the same meaning than the definition given to it under the Membership Agreement and/or the Bylaws.

**3.7 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but collectively shall constitute one and the same instrument.

**3.8 Compliance with Laws.** Anything contained in this Agreement to the contrary notwithstanding, the obligations of Eclipse Foundation and Committer shall be subject to all laws, present and future, of any government having jurisdiction over Eclipse Foundation or Committer including, without limitation, all export and re-export laws and regulations. It is the intention of Eclipse Foundation and Committer that this Agreement and all referenced documents shall comply with all applicable laws and regulations.

**3.9 Independent Contractors.** The relationship of Eclipse Foundation with respect to Committer established by this Agreement is that of independent contractors. This Agreement does not give either party the power to direct and control the day-to-day activities of the other, constitute the parties as partners, joint venturer, co-owners, principal-agent or otherwise participants in a joint or common undertaking, or, except as expressly provided herein, allow either party to create or assume any obligation on behalf of the other for any purpose whatsoever.

**3.10 Surviving Provisions.** Any provision which by its nature is intended to survive this Agreement will survive any termination of this Agreement. In particular, the following sections will survive any termination of this Agreement: 1.2 (License to Member Contributions), 1.3 (Distribution License), 1.6 (Member Representations) and 3.2 (Limitation of Liability).

In witness of this Agreement, Eclipse Foundation and Committer have executed this Agreement below,

**Eclipse Foundation AISBL**

**Notice Information**

Signature: \_\_\_\_\_

Address: Eclipse Foundation AISBL  
Rond Point Schuman 11  
Brussels 1040  
Belgium  
Attention: **Committer Records**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: +1(613) 224-9461

Date: \_\_\_\_\_

Email: emo-records@eclipse.org

**Committer**

**Notice Information**

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Town/City: \_\_\_\_\_

Country: \_\_\_\_\_

**This Agreement is not complete until you  
have read and initialed Section 1.3**

Postal Code/ZIP/  
Other: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Alternate  
Email: \_\_\_\_\_

***All fields are required***

## EXHIBIT A: Developer Certificate of Origin

Developer Certificate of Origin  
Version 1.1

Copyright (C) 2004, 2006 The Linux Foundation and its contributors.  
1 Letterman Drive  
Suite D4700  
San Francisco, CA, 94129

Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

Developer's Certificate of Origin 1.1

By making a contribution to this project, I certify that:

- (a) The contribution was created in whole or in part by me and I have the right to submit it under the open source license indicated in the file; or
- (b) The contribution is based upon previous work that, to the best of my knowledge, is covered under an appropriate open source license and I have the right under that license to submit that work with modifications, whether created in whole or in part by me, under the same open source license (unless I am permitted to submit under a different license), as indicated in the file; or
- (c) The contribution was provided directly to me by some other person who certified (a), (b) or (c) and I have not modified it.
- (d) I understand and agree that this project and the contribution are public and that a record of the contribution (including all personal information I submit with it, including my sign-off) is maintained indefinitely and may be redistributed consistent with this project or the open source license(s) involved.