



# Eclipse Foundation - Affiliates Membership Guidelines

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## Introduction

It is in the interests of the Eclipse Foundation (“EF”) and its community to allow for multiple affiliates to fully engage in the Eclipse community, while maintaining the highest standards of vendor neutrality.

These Guidelines are intended to explain the benefits, responsibilities and restrictions of affiliate companies participating in Eclipse Foundation, and to illustrate various scenarios when affiliates of companies wish to participate in Eclipse Foundation activities, including working groups.

## Benefits, Responsibilities, and Restrictions for Affiliates

The Bylaws define the term “Affiliate” as follows:

For purposes of these Bylaws, “Affiliate” means any entity that is directly or indirectly controlled by, under common control with or that controls the subject party, and “control” means direct or indirect ownership of or the right to exercise (i) greater than fifty percent (50%) of the outstanding shares or securities entitled to vote for the election of directors or similar managing authority of the subject entity; or (ii) greater than fifty percent (50%) of the ownership interest representing the right to make the decisions for the subject entity.

The Bylaws further stipulate that multiple affiliates each are welcome to join as members.

Generally, the following statements are true with respect to Affiliates:

- Multiple affiliates can join the Eclipse Foundation as members, and each affiliate can independently be party to the Eclipse Foundation Membership Agreement.
- Such affiliates must each pay separate dues, and adhere to the bylaws, the Membership Agreement, the charters and Participation Agreements of working groups in which they are participants.
- Each affiliate may reap the benefits of membership and participation in a working group. This includes, but is not limited to:
  - displaying their logos in any promotional material, website pages, or membership reports,
  - full participation by their respective employees in working group activities, including any email lists for steering committees or similar, and

- having representatives with seats on working group committees commensurate with their membership level, including the right to vote in such committees. If an Affiliate of a member does not wish to enter into a Membership Agreement but wishes to participate at the Eclipse Foundation through the membership of its Affiliate that is a member, then it is the responsibility of the member to cause the affiliated company to act in accordance with Eclipse governance and agreements, and shall contribute all intellectual property to Eclipse Foundation through the Affiliate that is a member.

Note that nothing in this document impacts the operations of the Eclipse Foundation projects, project leadership, and PMCs, which operate under the principles of openness, transparency, and meritocracy.

## Clarification of How Eclipse Foundation Treats Affiliates

The following statements apply to all affiliated members of the Eclipse Foundation:

- The dues for all Members of the Eclipse Foundation will be calculated based on the aggregate revenues of the Member and all of its Affiliates, not just on the revenue of the company-member itself.  
Example: Prismtech's dues are based on ADLINK's total worldwide revenue, not on the revenue of Prismtech.
- All recognition and branding of all activities is done only in the name of an entity that has executed the Membership Agreement and/or Working Group Participation Agreement; An entity may not choose to associate its recognition and branding to another affiliated company if that company has not also executed the respective agreements.  
Example: Pivotal and Dell are affiliate companies, where Dell is the parent company of Pivotal. As of the time of writing these Guidelines, Pivotal is currently a member of the Eclipse Foundation but Dell is not. For Dell to participate in an Eclipse Foundation working group and to have its recognition and branding recognized as Dell, it would be required to execute the Eclipse Foundation Membership Agreement and the Working Group Participation Agreement and pay the relevant dues.
- Contributions to Eclipse projects by employees of Member companies which are recognized in the Eclipse Foundation's reporting systems are done via a Member Committer and Contributor Agreement (MCCA). We permit only one MCCA per Membership Agreement.  
Example: Continuing the example above, Dell would only have its contributions recognized in the reports and charts if they sign their own, separate Membership Agreement and MCCA.

Example: Obeosoft Canada Inc., which is not a Member, but its parent company, Obeo, is a Member. Obeosoft Canada Inc. would have to sign a separate Membership Agreement and a separate MCCA if it wants to have its employees' contributions to Eclipse projects reported separately from their parent and current Member Obeo.

- Each Affiliate that has signed a separate Membership Agreement (and/or Working Group Participation Agreement if applicable) can fully engage in all activities supported for members. This includes such membership benefits as engaging in working groups, fully participating in committees and councils (including voting rights commensurate with their membership level and as stipulated in the Eclipse Bylaws, Working Group charters, etc.), participating in specification projects, having their contributions covered by an MCCA recognized in the reports, charts, and other systems, etc.

Questions regarding this Affiliates Membership Guidelines may be directed to [membership@eclipse.org](mailto:membership@eclipse.org).