



## **Member CPL to EPL Communication Letter**

Dear Eclipse Member,

As part of its formation, the Eclipse Foundation is required to migrate from the Common Public License (“CPL”) <http://www.eclipse.org/legal/cpl-v10.html> to the Eclipse Public License (“EPL”) <http://www.eclipse.org/legal/epl-v10.html>. For information regarding this transition from the CPL to the EPL see the Background section below. Should you require more detail regarding the transition, please visit the FAQ at <http://www.eclipse.org/legal/cpl2epfaq.html> or the CPL to EPL Transition Plan at <http://www.eclipse.org/legal/CPL2EPLTransitionPlan.pdf> .

To make this transition, Eclipse requires the help of all of its Members to agree to re-contribute all Contributions to Eclipse.org under the terms of the CPL, where such Contribution was made prior to September 9th, 2004 (as used herein, “CPL Contributions”).

For the avoidance of doubt, in addition to source code committed to the Eclipse repositories, CPL Contributions shall include any code, documentation, bug fixes, designs, suggestions, material and/or other intellectual property submitted through the Eclipse newsgroups, mailing lists, Bugzilla bug reporting system and/or otherwise made available on the [www.eclipse.org](http://www.eclipse.org) website (“Content” as defined under the Web Site Terms of Use at <http://www.eclipse.org/legal/termsofuse.html>).

As part of the transition from the CPL to the EPL, current releases of all Eclipse.org projects, as well as any subsequent maintenance updates will be dual licensed. To facilitate this, the Eclipse Foundation requires all Members to formally agree to re-license all CPL Contributions under the EPL, which have been previously contributed by their employees prior to September 9th, 2004. Please note, all Contributions made to the current releases on or after September 9th, 2004 have been automatically dual licensed under both the CPL and the EPL as per the Eclipse Foundation Software User Agreement (<http://www.eclipse.org/legal/epl/notice.html>).

Also note, as per Section 2.3 of the Eclipse Membership Agreement, all Members have agreed to use the EPL.

*2.3 Compliance with Eclipse Public License. Member has reviewed, and agrees to abide by, and shall have all rights and obligations as set forth in, the Eclipse Public License (“EPL”), as may be amended from time to time in accordance with the Bylaws. Member agrees that the EPL will serve as both the general contribution license for the Eclipse Foundation as well as the distribution license unless otherwise agreed to in accordance with the Bylaws and IP Policy.*

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In order to allow us to complete the transition by December 31<sup>st</sup>, 2004, we ask that the attached Permission Form be completed and submitted to the Eclipse Foundation no later than **December 15th, 2004**. Please fax and mail the completed form to:

Licensing  
Eclipse Foundation, Inc.  
102 Centrepointe Drive  
Ottawa, Ontario  
Canada K2G 6B1  
Fax: +1.613.224.5172

We appreciate your assistance. Should you have any questions about the transition process or the agreement to re-license, please feel free to contact us. We truly value your participation in Eclipse and trust that we can count on your continued support.

Thank you,

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## **Background**

As part of its formation, the Eclipse Foundation is required to migrate from the Common Public License (“CPL”) to the Eclipse Public License (“EPL”) for all Content published under its auspices. The differences between the two licenses can be summarized as:

- The Eclipse Foundation replaces IBM as the Agreement Steward in the EPL.
- The EPL patent clause has been revised by deleting the following sentence from the Section 7 of the CPL:

“If Recipient institutes patent litigation against a Contributor with respect to a patent applicable to software (including a cross-claim or counterclaim in a lawsuit), then any patent licenses granted by that Contributor to such Recipient under this Agreement shall terminate as of the date such litigation is filed.”

For more detail refer to the actual license documents and the FAQ(s) that have been provided on the Eclipse website.

The plan to transition from the CPL to the EPL is to license current releases of all Eclipse.org projects, as well as any subsequent maintenance updates, under both the CPL and the EPL, thus allowing licensees to choose which license they wish to apply. This will require all inbound contributions to be submitted under both the CPL and the EPL. Hence, all contributors must allow for their contributions previously submitted under the CPL to be re-licensed under the EPL. At some point in time, to be determined by the project schedules, all Eclipse projects will be licensed under the EPL only. Past release streams, which were licensed under the CPL and are currently still in use will continue to be licensed under the CPL only.

