

JAKARTA EE WORKING GROUP INDIVIDUAL PARTICIPATION AGREEMENT

This PARTICIPATION AGREEMENT (the “Participation Agreement”) is effective as of this ____ day of _____, 20__ (the “Effective Date”) by and between Eclipse Foundation, Inc. (“Eclipse Foundation”), a not-for-profit corporation incorporated in the State of Delaware, USA, and _____ (“Participant”).

WHEREAS, Participant has entered into, or desires to enter into, Eclipse Foundation’s standard membership agreement (the “Eclipse Membership Agreement”) to participate in Eclipse Foundation;

WHEREAS, Participant is not an employee of an organization that is party to the Eclipse Membership Agreement;

WHEREAS, Participant, desires to participate in Jakarta EE Working Group (the “Working Group”), which is one of Eclipse Foundation’s Working Groups (the “Eclipse Working Groups”) as specified in the Exhibits to this Agreement and as updated from time to time, and established under the then-current Eclipse Working Group Process (the “WG Process”);

NOW THEREFORE, ECLIPSE FOUNDATION AND PARTICIPANT AGREE AS FOLLOWS:

1. Term.

The term of this Participation Agreement (the “Participation Term”) shall commence as of the Effective Date and, except as provided below, shall continue indefinitely, subject to the rights of termination set forth in Section 5 below.

2. Membership Agreement

As all parties to the Working Group must agree to be a Member of the Eclipse Foundation, Participant explicitly agrees that if, as of the Effective Date, it is not already a Member of the Eclipse Foundation (as defined by the Eclipse Bylaws), then Participant accepts and agrees to all of the terms and conditions of the Membership Agreement attached hereto as Exhibit A, at the Committer Member level as explicitly stipulated by Participant, and all such terms and conditions of the Membership Agreement are incorporated herein by reference and operate in this Participation Agreement as if they were expressly set forth herein, and Participant agrees to be a Member of the Eclipse Foundation.

3. Contributions to Working Group

If, as of the Effective Date, Participant has not already executed the Individual Committer Agreement, Participant accepts and agrees to all of the terms and conditions of the Individual

Committer Agreement attached hereto as Exhibit B (the “ICA”), and all such terms and conditions of the ICA are incorporated herein by reference and operate in this Participation Agreement as if they were expressly set forth herein, including without limitation Participant’s representations under Section 1.4 “Committer Representations”.

4. Employer Information

If Participant is an employee of an organization, Participant shall provide to Eclipse Foundation the information requested in the form below, including the name of Participant’s employer, and the name and contact information of Participant’s direct manager. Participant represents and warrants that such information is true and correct.

To the extent Participant’s employer and/or direct manager changes, Participant agrees to promptly update this information by emailing to Eclipse Foundation written notice of such change at emo-records@eclipse-foundation.org Participant recognizes and acknowledges that Eclipse Foundation shall have the right but not the obligation to use the contact information you provide to affirm your representations and warranties made in Section 1.4 of the ICA.

Name of Employer: _____

(write “Not Applicable” if Participant is not an employee of an organization)

Address of Employer: _____

Direct Manager, Name and Title: _____

Direct Manager, Phone Number: _____

Direct Manager, Email Address: _____

5. Confidential Artifacts

Among the other responsibilities of the Working Group Steering Committee, it will be responsible for categorizing all copyrightable material, including without limitation documentation, articles, whitepapers, marketing and presentation materials (“Content”) that is produced by the Working Group. Categories may include “Working Group Private”, and others defined by the Steering Committee. The Steering Committee will establish guidelines for the use of these categories of Content. The failure of Participant to adhere to these categorizations is considered a breach of this Agreement.

6. Termination.

a) Subject to any terms noted in the Exhibits below, Participant may terminate its participation in

the Working Group by sending written notice to the Secretary of the Eclipse Foundation directed to the address set forth below.

- b) Eclipse may terminate this Agreement upon a material breach by Participant upon fifteen days' notice and opportunity to cure, provided that a breach of the representations in Section 1.4 of the ICA will give rise to Eclipse's right to terminate immediately upon notice.
- c) A termination of the Membership Agreement by Participant shall automatically terminate this Participation Agreement and, except as expressly set forth in this Agreement, the Membership Agreement, or in any license granted to software or other content while a Member, no rights or benefits shall survive hereunder.
- d) This Participation Agreement shall terminate if the Working Group is terminated in accordance with the Working Group Process. Participant's Membership Agreement and Individual Committer Agreement shall survive such termination.

7. Applicable Law

This Participation Agreement shall be construed and controlled by the laws of the State of New York without reference to conflict of laws principles.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date written above.

PARTICIPANT

By: _____
Printed Name: _____
Title: _____
Date: _____

ECLIPSE FOUNDATION INC.

By: _____
Printed Name: _____
Title: _____
Date: _____

EXHIBIT A

MEMBERSHIP AGREEMENT

This Exhibit A is applicable only when Participant is not, as of the Effective Date, already a current Member or employed by a current Member.

The Eclipse Membership Agreement, incorporated herein by reference in its then-current form, is available at: https://www.eclipse.org/membership/become_a_member/

EXHIBIT B

Individual Contributor Agreement

This Exhibit B is applicable only when Participant has not, as of the Effective Date, already executed the then current Individual Contributor Agreement.

The Individual Contributor Agreement, incorporated herein by reference in its then-current form, is available at:

https://www.eclipse.org/legal/committer_process/EclipseIndividualCommitterAgreementFinal.pdf

EXHIBIT C

Jakarta EE WORKING GROUP

This Exhibit is made part of and subject to this Participation Agreement and entered into by the undersigned Participant.

Participant agrees to participate in the Jakarta EE Working Group (“WG”) as a Committer Member, as specified in the Jakarta EE Working Group Charter, and as amended from time-to-time in accordance with the WG Process, and available at:

https://www.eclipse.org/org/workinggroups/jakarta_ee_charter.php

Committer Members pay no Participation Fees.

IN WITNESS WHEREOF, the parties hereto have executed this Exhibit C as of the ____th day of _____, 20__.

PARTICIPANT

ECLIPSE FOUNDATION, INC.

By: _____

By: _____

Name: _____
(please print)

Name: _____
(please print)

Title: _____

Title: _____