
MICROPROFILE 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 agrees to enter into, Eclipse Foundation’s 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 the MicroProfileWorking Group (the “Working Group” or “WG”), 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 shall continue indefinitely, subject to the terms of Section 6, Termination.

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 agrees that 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 and Consent

If Participant is an employee of an organization, the Participant’s employer must complete the [Employer Consent Agreement for Eclipse Specification Projects](#) before Participant can be granted status as a Specification Project Committer.

To the extent Participant’s employer changes, Participant agrees to promptly provide Eclipse Foundation written notice via email of such change at emo-records@eclipse-foundation.org, and to furnish a new Employer Consent Agreement for Eclipse Specification Projects as applicable. Further, Participant acknowledges that a change in employer without a new Employer Consent Agreement will result in Participant having their commit rights suspended until such a Consent Agreement is furnished.

Name of Employer:

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

5. 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.

2934 Baseline Road, Suite 202
Ottawa, ON
K2H 1B2 Canada

- b) Eclipse Foundation 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 Foundation’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.

6. General

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

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.

SIGNATURE PAGE FOLLOWS.

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

PARTICIPANT

Signature: _____

Printed Name: _____

Date: _____

Address: _____

Town/City: _____

Country: _____

Postal Code/ZIP/Other: _____

Telephone: _____

Email: _____

ECLIPSE FOUNDATION INC.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

I have the authority to bind the Eclipse Foundation

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 COMMITTER AGREEMENT

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

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

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

EXHIBIT C

MICROPROFILE 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 MicroProfile Working Group (“WG”) as a Committer Member, as specified in the MicroProfile 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/microprofile-charter.php>

Committer Members pay no Participation Fees.