

SPARKPLUG 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 AISBL (“Eclipse Foundation”), a Belgian international not-for-profit association (AISBL/IVZW) incorporated under the laws of Belgium, and _____, a natural person (“Participant”), hereinafter individually and collectively referred to as the “Party/Parties”.

WHEREAS, Participant has entered into a Membership Agreement with Eclipse Foundation (the “Participant’s Membership Agreement”);

WHEREAS, Participant has entered into an Individual Committer Agreement with Eclipse Foundation (the “Participant’s ICA”);

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

WHEREAS, Participant desires to participate in the Sparkplug Working Group (the “Working Group” or “WG”), which is one of Eclipse Foundation’s Working Groups (the “Eclipse Working Groups”).

NOW THEREFORE, ECLIPSE FOUNDATION AND PARTICIPANT AGREE AS FOLLOWS:

1. Term

The term of this Participation Agreement shall commence as of the Effective Date and shall continue indefinitely, subject to the terms of Section 4, Termination.

2. Working Group Participation

Participant agrees to participate in, to fulfill the obligations of, if any, and to receive the benefits of participating in the Sparkplug Working Group as a Committer Member as specified in the Sparkplug Working Group Charter, which is available at:

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

and which may be amended from time-to-time in accordance with the then-current Eclipse Foundation Working Group Process (the “WG Process”), which is available at <https://www.eclipse.org/org/workinggroups/process.php>.

Committer Members pay no Participation Fees for participating in the Sparkplug Working Group.

3. 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](#) ("Consent Agreement") before Participant can be granted status as a Specification Project Committer, as that term is defined therein.

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 Consent Agreement as applicable. Further, Participant acknowledges that a change in employer without a new 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 any organization)

4. Termination

- (a) Subject to any terms noted in Exhibit A below, Participant may terminate its participation in the Working Group by sending email or written notice to the Secretary of the Eclipse Foundation. Participant's Membership Agreement and Participant's ICA shall survive such termination.
- (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 1.3 of the Participant's ICA will give rise to Eclipse Foundation's right to terminate immediately upon notice.
- (c) A termination of (i) Participant's Membership Agreement, (ii) Participant's ICA, or (iii) the Consent Agreement, for any reason shall automatically terminate this Participation Agreement and, except as expressly set forth in this Participation Agreement, the Participant's Membership Agreement, the Participant's ICA, or in any license granted to software or other content by Participant 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 WG Process.

5. General

5.1 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 principles.

5.2 Independent Contractors. The relationship of the Eclipse Foundation and Participant 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 ventures, 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.

5.3 Order of Precedence. Notwithstanding anything else to the contrary in this Agreement or in any other agreement entered into with the Eclipse Foundation, in the case of the conflict between the terms of this Agreement and the Participant’s Membership Agreement or the Participant’s ICA, the terms of those agreements shall prevail.

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

PARTICIPANT

ECLIPSE FOUNDATION AISBL

Signature: _____
Printed Name: _____
Date: _____
Address: _____

Town/City: _____
Country: _____
Postal Code/ZIP/Other: _____
Telephone: _____
Email: _____

Signature: _____
Printed Name: _____
Title: _____
Date: _____