Eclipse Foundation Meeting Minutes

September 17, 2008

A Meeting of the Board of Directors (the "**Board**") of Eclipse.org Foundation, Inc., a Delaware corporation (the "**Corporation**"), was held on held at 8:30am Central time at the Hotel Palomar, Dallas, Texas on September 17, 2008 as a regularly scheduled quarterly face-to-face meeting.

Present at the meeting were the following Directors:

Present	Director	Organization
Yes	Chris Aniszczyk	Elected committer representative
No	Tim Barnes	OpenMethods LLC
Yes	Rich Bartlett	Nokia
No	Michael Bechauf	SAP AG
No	Hans-Christian Brockmann	brox IT-Solutions GmbH
Yes	Mark Coggins	Actuate Corporation
No	Robert Day	Elected add-in provider representative
Yes	Ricco Deutscher	SOPERA GmbH
Yes	Doug Gaff	Elected committer representative
Yes	Richard Gronback	Borland Software Corp.
No	Andi Gutmans	Zend Technologies
Yes	Wes Isberg	Sonatype
Yes	Mik Kersten	Elected committer representative
Yes	Jonathan Khazam	Intel Corporation
Yes	Jochen Krause	Innoopract
Yes	Stéphane Lacrampe	OBEO
Yes	Doug Clarke for Dennis Leung	Oracle
Yes	Jeff McAffer	Elected committer representative

Yes	Emma McGrattan	Elected add-in provider representative
Yes	Ed Merks	Elected committer representative
Yes	Wolfgang Neuhaus	itemis AG
No	Eric Newcomer	IONA Technologies
Yes	Tracy Ragan	Elected add-in provider representative
No	Al Nugent	CA Inc.
Yes	Maher Masri	Genuitec
No	Steve Saunders	Wind River
No	Somasundaram Shanmugam	Sybase
Yes	Mitch Sonies	Cloudsmith Inc.
Yes	Mike Taylor	Elected add-in provider representative
Yes	John Kellerman	IBM
Yes	Todd E. Williams	Elected add-in provider representative
Yes	Dino Brusco for Christy Wyatt	Motorola

Present at the invitation of the Board was Mike Milinkovich, Executive Director, Janet Campbell, Secretary, and Chris Larocque, Treasurer of Eclipse.org Foundation, Inc.

General Business:

New Strategic Members: Mike Milinkovich asked the representatives of the new Strategic Members to provide an overview of their respective companies.   The following three presentations were provided to the Board:

Stéphane Lacrampe provided an overview of OBEO, a copy of the related presentation is attached hereto as **Exhibit A (2008_09_exhibits/ExhibitA.pdf)**.

Maher Masri provided an overview of Genuitec, a copy of the related presentation is attached hereto as **Exhibit B (2008_09_exhibits/ExhibitB.pdf)**

Wes Isberg provided an overview of Sonatype, a copy of the related presentation is attached hereto as **Exhibit C (2008_09_exhibits/ExhibitC.pdf)**.

Minutes: There was unanimous consent to approve the following resolution:

RESOLVED, that there was unanimous consent to approve the full and abridged minutes of the August 20, 2008 Board Meeting.

RESOLVED, that there was unanimous consent to approve the minutes of the February 16, 2008 Board Meeting.

Board Member Representation: Mike Milinkovich indicted that two companies had recently changed their Board members. Al Nugent (CTO) is replacing Jim Saliba as the Board Representative for CA.   In addition, John Kellerman is replacing Dave Thomson as the Board Member for IBM. Jeff McAffer indicated that he thought that this would be an appropriate time for the Board to recognize the contribution of Dave Thomson to Eclipse Foundation and the broader Eclipse ecosystem. Mike Milinkovich further indicated that without the support of Dave Thomson that the Eclipse Foundation would not exist today. Though not alone, Dave was a primary supporter within IBM for the creation of the Eclipse Foundation. There was unanimous consent to approve the following Resolution:

RESOLVED, that there was unanimous consent to recognize the significant contributions of Dave Thomson to the Eclipse Foundation and broader Eclipse ecosystem.

Committee Appointments: There was unanimous consent to approve the following Resolutions:

RESOLVED, that there was unanimous consent to appoint Doug Gaff and Rich Bartlett to the Compensation Committee.

RESOLVED, that there was unanimous consent to appoint Jon Khazam to the IP Advisory Committee.

RESOLVED, that there was unanimous consent to appoint Dino Brusco to the Strategy Committee.

IP Policy: Mike Milinkovich introduced the proposed changes to the IP Policy which have been under discussion for approximately a year.   Mike further indicated that one of the goals of the revisions was to have the document more readable and that he felt that the revisions accomplished that goal. Mike further indicated that he wished to recognize the efforts of Adrian Cho, the chair of the IP Advisory Committee and a representative for IBM, who put a lot of personal effort into getting this completed for the benefit of the community. No further questions being raised, there was unanimous consent to approve the following Resolution:

RESOLVED, that there was unanimous consent to approved the revised IP Policy effective September 17, 2008, a copy of which is attached hereto as **Exhibit G (2008_09_exhibits/ExhibitG.pdf)**.

Trademark Guidelines: Mike Milinkovich introduced proposed revisions to the Trademark Guidelines. The primary purpose of the change was to protect the eclipse.org namespace. An additional change proposed though not yet considered by the IP Advisory Committee was to add "Eclipse Summit" to the list of Eclipse trademarks. After some discussion, there was unanimous consent to approve the following Resolution:

RESOLVED, that there was unanimous consent to approve the Trademark Guidelines, as amended and attached hereto as **Exhibit H (2008_09_exhibits/ExhibitH.pdf)**, with the added authorization to the EMO to complete any additional edits that may be required to add "Eclipse Summit" as an additional trademark of the Eclipse Foundation.

Strategy and Program Plan

Mike Milinkovich introduced the Strategy and Program Plan discussion. Specifically, Mike indicated that he and Ricco Deutscher prepared a presentation which combined the continuing work on the 2009 strategy and the current state of the 2009 Program Plan based on the previous meeting's SWOT analysis.   Mike then turned the floor over to Ricco to drive the discussion with the Board.   After much discussion, the Vision Statement and Goals of the Eclipse Foundation were adjusted. .   The Strategy Committee took an action item to compare the 2008 Goals against those updated in the meeting and reconcile the two.

In reviewing the initiatives in the presentation, the Board concluded that the following three Board Working Groups should be created to consider: (a) the creation of more "barriers to exit" for members, especially strategic members; (b) the creation of a program to support the creation of local user and community groups; and (c) the future evolution of Eclipse Plug-In Central (EPIC).

Industry Working Groups

Dino Brusco presented a proposal to create a Mobile Working Group, a copy of the related presentation for which is attached hereto as **Exhibit J (2008_09_exhibits/ExhibitJ.pdf)**.   Dino indicated that the hardware capability of devices is growing phenomenally which allows for more robust software environments to be hosted in the device and unique opportunities. The Mobile Working Group would look at how to leverage these opportunities by driving the definition and implementation of an application development kit for mobile developers.

Mike Milinkovich presented an overview of the Industry Working Group concept, attached hereto as **Exhibit K (2008_09_exhibits/ExhibitK.pdf)**. Mike pointed out that while Eclipse open source projects are necessary for collaborative development they are not sufficient to meeting all of the needs of a complete industry collaboration. IWG's are an attempt to create a governance model and process for fostering such collaborations.

Licensing Discussion

Jeff McAffer led a discussion on "broader dual licensing for runtime projects at Eclipse", the related presentation for which is attached hereto as **Exhibit L (2008_09_exhibits/ExhibitL.pdf)**.

The copyleft aspects of the EPL were discussed with several directors indicating that those provisions of the EPL were important to them.   Following the discussion it was decided to direct the IP Advisory Committee to the Board to provide new projects with guidelines that would help them make their licensing decisions, including the possibility of dual-licensing the project.   With respect to dual-licensing considerations could include: (a) when does it make sense; (b) what are the risks; and (c) what are the benefits.

PMC Reports

David Williams provided a report for the WTP PMC, a copy of the related presentation material is attached hereto as **Exhibit M (2008_09_exhibits/ExhibitM.pdf)**.   There was some discussion regarding the possibility of asking our Tooling Projects to support our Runtime Projects. David Williams indicted that there were some restrictions in the WTP PMC Charter that would need to be reviewed. Mike Milinkovich indicated that the PMC should consider whether those restrictions still made sense and if necessary, pose modifications to the EMO.

Doug Gaff presented the DSDP PMC report, a copy of the related presentation material is attached hereto as **Exhibit N (2008_09_exhibits/ExhibitN.pdf)**.

The Board's general consensus was that these reports were both appreciated and useful. In an effort to reduce the workload some Board Members suggested that a presentation format might be preferable from the Project's viewpoint and sufficient for the Board.

Solutions Members Representatives

The Solution Member Representatives provided an update, the related presentation material for which is attached hereto as **Exhibit O (2008_09_exhibits/ExhibitO.pdf)**.   The Solution Member Representatives indicated a preference to be given advance warning of any initiative that was designed to exclude their Member Class so that they would be in a better position to respond to questions from their community. Mike Milinkovich indicated that the proposal for the "Eclipse Strategic Member Custom Delivery Installer Program" was a proposal at this stage and that it had been his understanding that the Board had directed him to pursue programs that would provide differentiated value to Strategic Members. Doug Gaff emphasized the importance of providing such differentiated value, indicating that the lack of differentiated value it is a pain point for Strategic Members in justifying their annual investment.

After some discussion, it was determined that the EMO would continue based on the existing understanding with the recognition that such initiatives may result in sensitivities and concerns raised by other Membership Classes.

Committer Issues

Ed Merks expressed concerns with respect to the Eclipse Home Page and indicated that he would like to see the EMO come up with a strategy for how we are going to modernize this page. Mike Milinkovich indicated that the EMO is actively working on revising the Eclipse Home Page.

Reports from Management

Mike Milinkovich presented an update on: (a) conference activity – we continue to be successful (ESE – **Exhibit P (2008_09_exhibits/ExhibitP.pdf)**, EclipseCon – **Exhibit Q (2008_09_exhibits/ExhibitQ.pdf)**);   (b) Project reports, including 2008 roadmap process update (**Exhibit R (2008_09_exhibits/ExhibitR.pdf)**);   (c) Key Performance Indicators (d) marketing (**Exhibit T (2008_09_exhibits/ExhibitT.pdf)**); and (e) membership (**Exhibit U (2008_09_exhibits/ExhibitU.pdf)**).

Executive Director Feedback Discussion

Mike Milinkovich departed the room and the Board of Directors discussed how best to handle the Executive Directors performance review and any applicable compensation change.   After some discussion, the following Resolution was passed unanimously.

> **RESOLVED**, the compensation committee shall be responsible to complete the annual review for the Executive Director by the end of each Calendar year and following such review have the review and any associated compensation change approved by the Board.

There being no additional business to attend to, Mike Milinkovich thanked all Board Members and declared the meeting adjourned at approximately 4:24 Central Time.

*   *   *   *   *

This being a true and accurate record of the proceedings of this Meeting of the Board of Directors held on September 17th, 2008, is attested to and signed by me below.

/s/ Janet Campbell

Secretary of Meeting

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Model Driven Company

- Company created in 2005 in France by 3 co-founders

  – Turnover : 2007 : 1 M$ - 2008 : ~1,8 M$

  – 32 employees by the end of the year

  – Paris, Nantes

- Our mission as a technology provider

  – Model Driven Company - *"Create and deliver to our clients advantage through the adoption of modeling technologies"*

  – Professional services on Eclipse modelling technologies, ISV

- Our markets

  – Embedded IT, Business IT

  – Large companies, IT companies, ISV

- ## Software and System design

  - *"We design Software Factories based on Eclipse technology"*

  - *Expertise, training on Eclipse Modeling (EMF, GMF, M2M, M2T...)*

 - *Product : Acceleo Pro for JEE application development*

- ## *Agility*

  - Software Migration Factories : understand and modernize legacy code

- Eclipse : a strategic choice from the start

- Obeo and Eclipse :
  - Eclipse Modeling Project
    - EMF : EMF Compare
    - M2M : QVTR, ATL
    - M2T : MTL
  - Eclipse SOA Tool Platform
    - SCA

- Other projects :
  - Acceleo, Topcased, System@tic projects

- Future work : GMF, Papyrus, MTL, OSEE...

- *Make Eclipse modeling technologies a success...*
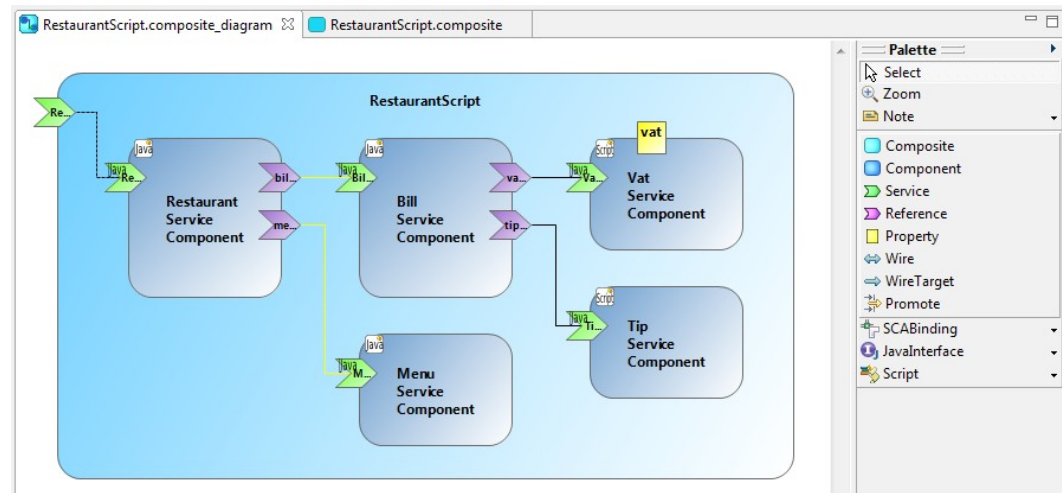
Genuitec LLC

- Founded in 1997
- Founding member of the Eclipse Foundation
- Founding member of Eclipse Plugin Central
- Active Foundation Member since 2002
- 100% Eclipse Technology Company
  - Dev. Tools, Software Distribution, ALM
- Pioneered low-cost software subscriptions
- Vendor Neutral / Open Standards
- > 1 Million users, 16K companies, 150 Countries
- Over $600,000,000 in customer savings

genuitec

Genuitec LLC

100% Growth: 150 Countries, 12K Companies, 10M Downloads
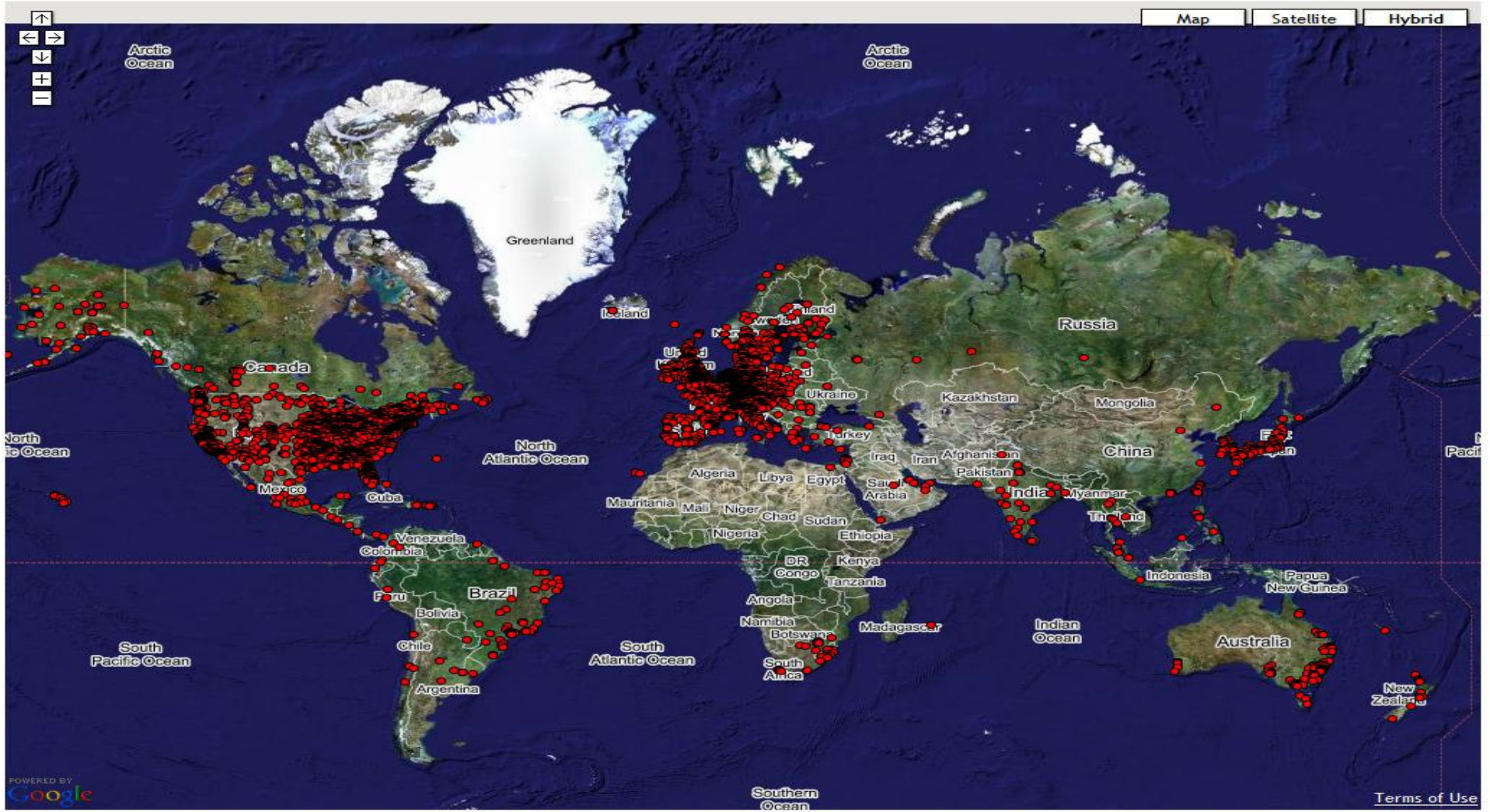
Genuitec LLC

Eclipse Products

- MyEclipse Enterprisre Workbench
  - Standard Edition
  - Professional Edition
  - Blue Edition
- Pulse Software Distribution
  - Community Edition
  - Freelance Team Edition
  - Private Label
  - ....

genuitec

Genuitec LLC

Eclipse Projects

- Platform

- Web Tools

- Maynstall

- BIRT

- Albireo

- EPP

- Phoenix

- .....

genuitec

Maven Power + Eclipse Usability

- **Eclipse Strategic Developer**
  - m2e project
- **Complementary products**
  - Nexus repository manager...
- **Enabling distributed development**
  - 10^2+ developers X projects X sites

Strategic Developer

- m2e project (incubation)
  - Power + Usability
- Bring Maven developers to Eclipse
  - Hard: POM's, dependency management...
- Bring Eclipse developers to Maven
  - messy: CI, configuration

m2e

- Tools: setup, see, edit, verify; iterate...
- Frameworks
  - Project model
  - Builders, build lifecycle
- Tycho
  - Build/deploy eclipse/OSGI plugins, etc.
  - Assemble TP, distributions

m2e Developer Community

- Deploy tool as Maven plugin
  - UI to configure
  - CI, CL for free
- Read/write Maven configuration
  - Task repositories, project web site, SCM coordinates, web server…

m2e this year

- Maven IP coordination
- API users: eclipse.org project, ...
  - Build infrastructure
- 1.0

Coopetition

- Maven v. Eclipse plugin, tool chain
- Maven v. Eclipse project model …
- Maven v. P2 repository

- User decides: go both ways
- Get it done
  - Less interactive: config, not author

Complementary Products

- **Nexus repository manager**
  - Security
  - Audit/control: artifact licensing, user access...
  - Support/Operations: proxy, replication
  - http://nexus.sonatype.com
- ...

Distributed development

- **Binary repository & sharing model**
  - Very large projects
- **Project model as locus of shared project knowledge**
  - Easy source materialization
- **Disconnecting**
  - Flexibility in SW project organization

- http://sonatype.com
- Jason van Zyl - jason@sonatype.com
- Wes Isberg - wes@sonatype.com

ECLIPSE FOUNDATION, Inc.
INTELLECTUAL PROPERTY POLICY
Effective as of September 17, 2008 (the "Effective Date")

0. DEFINITIONS

"Content" is copyrightable material, including without limitation software, documentation, articles, whitepapers, and presentation materials. .

"Distributed Content" is Content which is distributed by the Eclipse Foundation via its Repository or other means in a manner consistent with this Intellectual Property Policy.

"Eclipse Content" is Distributed Content intended to be developed or modified by one or more Eclipse Projects (as that term is defined by the Eclipse Development Process), regardless of the license or licenses that govern the use of that Content.

"Non-Eclipse Content" is Distributed Content which is not Eclipse Content.

"Bylaws" are the Bylaws of the Eclipse Foundation, Inc. as amended from time to time.

"Submit" (and "Submitted" when used in the past tense) is:

a) the act of uploading, submitting, or otherwise making available Content to the Eclipse Foundation through means including but not limited to blogs, wiki postings, mailing lists, news groups, and bugzilla and where such act is governed by the Eclipse.org Terms of Use, or

b) in the case of Committers, the act of placing Content in the Repository where such act is governed by their Committer Agreement.

"Submission" is Content Submitted to the Eclipse Foundation.

"Submitter" is any party which makes a Submission, regardless of the copyright owner of the Submission, the license under which such Submission is made available, or where such Submission is maintained or developed.

"Committer" has the meaning as defined in the Eclipse Membership Agreement.

"Committer Agreement" is that agreement as defined in Section VIII of this Intellectual Property Policy.

"EMO" has the meaning as defined in the Bylaws.

"PMC" has the meaning as defined in the Bylaws.

"PMC Leader" has the meaning as referenced in Section 7.1 the Bylaws.

"Member" is any party which has executed an Eclipse Foundation Membership Agreement.

"Project License(s)" is the primary license(s) applicable to that project(s)'s Eclipse Content. The Project License will be the Eclipse Public License ("EPL"), except where approved by the Board of Directors pursuant to Section 3.9 of the Bylaws.

"Repository" is the repositories maintained by the Eclipse Foundation on Eclipse.org for the purpose of developing and modifying Distributed Content. Examples include, but are not limited, to CVS and Subversion. Only Committers may add, update or modify Content in such repositories.

I. OVERVIEW

The purpose of the Eclipse Foundation, Inc. (the "Eclipse Foundation") Intellectual Property Policy ("IP Policy") is to set forth the general principles under which the Eclipse Foundation shall:

   a) accept Content,
   b) redistribute Content, and
   c) manage other intellectual property matters.

This IP Policy is intended to address intellectual property issues associated with Content. Other intellectual property issues associated with Content, including patents, may be addressed in the Committer Agreements, Eclipse Foundation Terms of Use, www.eclipse.org, or in the Eclipse Public License.

This IP Policy applies only to Content Submitted to the Eclipse Foundation on or after the Effective Date, provided however, that to the extent Content is Submitted which includes elements which were Submitted before the Effective Date, this Policy only applies to the elements of that Content Submitted for the first time after the Effective Date.

This IP Policy should at all times be interpreted in a manner that is consistent with the Purposes of the Eclipse Foundation as set forth in the Bylaws.

By signing the Membership Agreement or Committer Agreement, as applicable, all Members and Committers agree to comply with this IP Policy, as may be amended from time to time. In addition, this IP Policy shall serve as the basis for how non-Members and non-Committers interact with the Eclipse Foundation through participation in a project, web-sites owned, controlled, published and/or managed under the auspices of the Eclipse Foundation, or otherwise.

The EMO shall be responsible for implementing this IP Policy with respect to all Content.

II. ACCEPTING CONTRIBUTIONS (IN-BOUND LICENSING)

The EPL shall serve as the primary license under which the Eclipse Foundation shall accept Content from contributors including, but not limited to, Members and Committers. The Eclipse Foundation will only accept Content under terms and conditions other than the EPL when:

a) for proposed Eclipse Content, the copyright holder of such Content is unwilling to make it available under the EPL or the applicable Project License is not the EPL;

b) the EMO, the PMC Leader and the Committer have determined that the proposed Content is important to achieving the Project Plan (as that term is defined in the Development Process) and the Purposes (as that term is defined in the Bylaws) of the Eclipse Foundation; and

c) both the Eclipse Foundation Board (or the Board's designee specifically authorized for this responsibility) and the applicable PMC (as that term is defined in the Development Process) have reviewed and approved the use of the proposed alternative terms and conditions.

The mechanisms by which the Eclipse Foundation obtains rights to Submissions sufficient to distribute them as Distributed Content are:

a) a Committer Agreement;

b) explicit license grants as stipulated by Submitters with respect to each Submission;

c) the version of the Eclipse.org Terms of Use in effect at the time of the Submission; or

d) as otherwise mutually agreed upon by the Submitter and the EMO.

It is the responsibility of the EMO to ensure that for each Submission which is accepted for redistribution as Distributed Content that:

a) sufficient controls are in place to ensure that for each such Submission the Content is placed in the Repository by a Committer;

b) sufficient license grants are obtained as to allow the redistribution of such Content as described below in Section III; and

c) the due diligence and record keeping described in Section IV be performed

III. LICENSING CONTRIBUTIONS (OUT-BOUND LICENSING)

Unless otherwise approved by the Board of Directors under Section 3.9 of the Bylaws:

a) the Project License shall be the EPL; and

b) the license terms for copyrightable materials other than software and documentation shall be the EPL.

In limited circumstances, there may be instances where Eclipse Content based on Non-Eclipse Content may be approved for distribution by the EMO under terms and conditions other than the Project License(s). In these instances the EMO may decide that the terms and conditions of the license governing the original Non-Eclipse Content will apply to such Eclipse Content. Examples include but are not limited to:

- bug fixes of Non-Eclipse Content to be maintained as Eclipse Content where the developer(s) of the Non-Eclipse Content is unable or unwilling to provide such bug fix;

- derivative works of Non-Eclipse Content to be maintained as Eclipse Content where the developer(s) of the Non-Eclipse Content is unable or unwilling to maintain the derivative work.

Non-Eclipse Content shall only be distributed when it has been approved by the EMO after its completion of the due diligence and record keeping requirements set forth in Section IV and the Board has approved the terms and conditions of the license for such Non-Eclipse Content. Non-Eclipse Content shall be distributed under the terms and conditions under which it was obtained. As an exception to the foregoing sentence, if requested by the PMC and agreed to by the EMO, Non-Eclipse Content may instead be distributed under the terms and conditions of the Project License.

Before any Content is placed in the Repository or made available for download or other method of distribution, the applicable Committer(s) must ensure that the terms and conditions governing the subsequent use of the Content are clearly communicated to potential recipients of the Content.

IV. DUE DILIGENCE AND RECORD KEEPING

Except as otherwise described below, the EMO, working with the applicable PMC(s) and Committer(s), shall ensure compliance with this IP Policy by conducting the following activities prior to placing any Submissions into the Repository and/or otherwise making such Content available as Distributed Content.

If there are any doubts about the ability to distribute the Content as described in Section III of this IP Policy, the Committer may not place the Content in the Repository or otherwise distribute the Content and should contact the PMC and the EMO for assistance.

In the event of a dispute between the PMC and the EMO, the PMC shall have the right to appeal to the Eclipse Foundation Board for resolution of such dispute. The PMC or EMO shall be responsible for filing/maintaining the information collected by the Committer(s) for future reference as needed.

The due diligence and record keeping requirements below ("Required Due Diligence") shall not apply to:

- Content which is not Distributed Content;

- minor (as determined by the EMO) modifications to Distributed Content; and

While the record keeping requirements do not apply to those items listed above, Committers, must conduct reasonable due diligence to satisfy themselves that proposed Submissions can be distributed as described above in Section III.

A. In the case of Content that is requested by one or more projects to be made available as Eclipse Content:

For Submissions of Content which are the original work of a Committer or Committer's employer Submitted under the terms of their Committer Agreement, it will be the responsibility of the EMO to ensure that automated systems are in place which can track and report on those Submissions made by each individual Committer.

For any other Submissions of Content by a Committer, the EMO, working with the applicable PMC(s) and Committer(s), shall approve the use of such Content as Eclipse Content by ensuring that the following activities are performed:

(1) Contact the Submitter(s) of the Content through an appropriate channel of communication and collect/confirm, and maintain a record of the following:

- Submitter(s)' name and contact information;

- Name and contact information of the Submitter's employer at the time the Content was created, if any;

- A signed consent form (to be provided by the Eclipse Foundation) from the Submitter(s)' employer or other appropriate documentation confirming that the employer does not object to the employee contributing the Content;

- Determine if the Content can be Submitted under the terms of the Project License or the alternative terms and conditions supplied by the Submitter(s). This can be done by asking the Submitter(s) questions such as:

  i. Did you develop all of the Content from scratch?

  ii. If not, what materials did you use to develop the Content?

  iii. Did you reference any confidential information of any third party?

  iv. If you referenced third party materials, under what terms did you receive such materials?

- If it is determined that the Content is not the original work of the Submitter(s), collect the contact information of the copyright holder of the original or underlying work. The copyright holder of the Content or the underlying work may then need to be contacted to collect additional information. If it is determined that confidential information of a third party was referenced, additional due diligence may be necessary to confirm that the Content is not subject to confidentiality obligations.

(2) The Committer(s) shall submit to the EMO information gathered pursuant to (1) above in a manner to be specified by the EMO.

(3) Run and analyze the results of a scan tool provided by the EMO, using parameters provided by the EMO, to help confirm the provenance of the Content.

(4) Reasonable judgment shall be used to determine if the Content can be distributed as described in Section III of this IP Policy.

B. In the Case of Content that is requested by one or more projects to be made available as Non-Eclipse Content:

The EMO, working with the applicable PMC(s) and Committer(s), shall approve the use of Content as Non-Eclipse Content by ensuring that the following activities are performed:

(1) Contact the Committer(s) seeking to Submit such Content through an appropriate channel of communication and collect/confirm, and maintain a record of the following:

- Obtain the terms and conditions under which such Content would be distributed by the Eclipse Foundation;

- Confirm the provenance of the Content by asking the redistributors(s), maintainers(s), and/or the original author(s) of the Content questions such as:

    i. What is your process to obtain the necessary rights to enable you to redistribute the author(s)' work?

    ii. Did you agree to your code being distributed, under the applicable license agreement(s)?

    iii. Did you write the code in question?

    iv. Does anyone else have rights to the code in question?

    The above are examples to illustrate the types of questions asked to gain comfort that the Eclipse Foundation can distribute such Content.

- Collect the contact information or internet web address of the distributor of the Content. The copyright holder of the Content or the underlying work may then need to be contacted to collect additional information.

(2) The Committer(s) shall submit to the EMO information gathered pursuant to (1) above in a manner to be specified by the EMO.

(3) Run and analyze the results of a scan tool provided by the EMO, using parameters provided by the EMO, to help confirm the provenance of the Content.

Reasonable judgment shall be used to determine if the Content can be distributed as Non-Eclipse Content as described in Section III of this IP Policy. Committers may not place Non-Eclipse Content into the Repository without the approval of the EMO.

C. Enabling Parallel IP Due Diligence for Projects

Content for which Required Due Diligence has not been completed must never be made available as Distributed Content in any software distribution by any project denoted as a release candidate (e.g. "RC1") or final release (e.g. "1.0"). In addition, reasonable steps should be taken to ensure that any Content which fails the Required Due Diligence is no longer made available as Distributed Content.

All necessary license obligations must be fulfilled for any Content to be made available as Distributed Content for which Required Due Diligence has not been completed. Such license obligations may include, but are not limited, to terms and conditions that must appear in notices and agreements governing the use of such Content when it is made available as Distributed Content.

Content may be redistributed as Distributed Content by a project in the Incubation Phase (as that term is defined in the Development Process) without completing Required Due Diligence, if all of the following conditions are met:

(1) Required Due Diligence will be completed before the project is permitted to pass its Graduation Review and enter the Mature Phase (as that term is defined in the Development Process).

Content may be redistributed as Distributed Content by a project in the Mature Phase (as that term is defined in the Development Process) without completing Required Due Diligence, if the following conditions are met:

(1) Required Due Diligence has been completed for an earlier version of the Content thus allowing that earlier version of the Content it to be approved for redistribution (in any Eclipse project) as Distributed Content; and

(2) the differences between the Content and the earlier version of the Content described in 1) above, are not in the opinion of the EMO, significant enough to warrant "full approval" by completing Required Due Diligence;

(3) the Board has approved the license for the Content if it is not the same as the license for the earlier version of the Content;

V. TECHNOLOGY REVIEWS

The Eclipse Foundation Development Process identifies three important milestones in a Project's lifecycle: (i) Creation Review; (ii) Graduation Review; and (iii) Release Review [collectively, the "Check Point Review"]. One of the tasks associated with Creation Review is an initial determination, by the Project Team of new Content that may be added to the Eclipse Platform. The Graduation Review is used, among other things, to determine whether the Project Team has acquired the necessary rights to all such additional Content to permit the distribution of such Content.   The Release Review is used as a final review to ensure that all necessary rights to the new Content have, in fact, been acquired. If such rights have not been acquired, the applicable Content will not be externally distributed. The Check Point Review will also be used to provide each Member with an opportunity, but NOT an obligation, to review the technical plans and related Submissions, if any, for the Project and identify any intellectual property rights including, but not limited to, patent rights, the Member may have that they reasonably believe may be infringed/misappropriated by a Submission if a user of such Submission does not receive a license from that Member to that intellectual property.

In the event that a Member elects to notify the Eclipse Foundation of any such intellectual property rights, the Member shall notify the EMO in writing. Upon receipt of such notice, the EMO shall review the identification of the potential infringement/misappropriation, and determine an appropriate course of action consistent with this IP Policy. . The same process shall apply if the Member identifies the potential infringement/misappropriation after the Check Point Review. Nothing in this IP Policy shall in any way be interpreted to modify or supersede the terms of the EPL in any manner. This policy shall in no way be interpreted: (1) to require the Eclipse Foundation to agree with a Member that the Submission that has been identified may infringe or misappropriate that Member's intellectual property; (2) to require any Member to license its intellectual property to the Eclipse Foundation, any Member or any other party; or (3) to prevent a Member from enforcing its intellectual property rights against the Eclipse Foundation, a Member(s), or any other party as a result of the Member not identifying any such potential infringement/misappropriation during these review cycles or at any other time.

VI. CONFIDENTIALITY

The Eclipse Foundation, Member(s), Committer(s) and other parties may exchange information as a result of their participation in Eclipse Projects and/or generally in the furtherance of the Purposes of the Eclipse Foundation. All such information shall be considered non-confidential and provided under terms consistent with this IP Policy. In the event confidential information needs to be shared, such confidential information shall be disclosed pursuant to a confidentiality agreement entered into by the participants in such disclosure.

VII. TRADEMARKS AND LOGOS

The use of trademarks and logos associated with the Eclipse Foundation shall be used in accordance with the then current Eclipse Foundation Trademark Usage Guidelines.

VIII. COMMITTER AGREEMENT

Each Committer must execute a Committer Agreement, or have its employer execute a Committer Agreement on the Committer's behalf. Such Committer Agreement shall:

a) provide sufficient license grants to allow the Eclipse Foundation to distribute Content Submitted by the Committer as Distributed Content; and

b) obligate the Committer to comply with this IP Policy and other policies of Eclipse Foundation in effect from time to time.

IX. DISCLAIMERS AND NOTICES

When a provision in this IP Policy refers to actions to be taken by the EMO, a Committer, PMC, and/or the Board, such provisions should read to mean the EMO, a Committer, PMC and/or the Board acting on behalf of the Eclipse Foundation.

UNDER NO CIRCUMSTANCES SHOULD THIS IP POLICY BE INTERPRETED TO BE A REPRESENTATION, WARRANTY, CONDITION, OR OTHER FORM OF GUARANTEE THAT THE INTELLECTUAL PROPERTY RIGHTS OF A MEMBER, COMMITTER, SUBMITTER OR ANY OTHER PARTY, WILL NOT BE INFRINGED IF THIS IP POLICY IS COMPLIED WITH. IN ADDITION, THE ECLIPSE FOUNDATION, ITS MEMBERS, COMMITTERS, AND THEIR RESPECTIVE EMPLOYEES AND AGENTS SHALL HAVE NO LIABILITY OF ANY KIND TO EACH OTHER OR TO ANY OTHER PARTY FOR FAILURE TO COMPLY WITH THIS IP POLICY.

THE ECLIPSE FOUNDATION, ITS MEMBERS, COMMITTERS AND THEIR RESPECTIVE EMPLOYEES AND AGENTS HEREBY DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED AND STATUTORY INCLUDING, BUT NOT LIMITED TO, ANY

REPRESENTATION OR WARRANTY OF NON-INFRINGEMENT RELATING TO ANY SOFTWARE OR PRODUCT MADE AVAILABLE THROUGH THE ECLIPSE FOUNDATION.

THE ECLIPSE FOUNDATION, ITS MEMBERS, COMMITTERS AND THEIR RESPECTIVE EMPLOYEES AND AGENTS SHALL NOT HAVE ANY LIABILITY INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL AND CONSEQUENTIAL DAMAGES WITH RESPECT TO THIS IP POLICY INCLUDING, BUT NOT LIMITED TO, FAILURE TO COMPLY WITH THIS IP POLICY.

ECLIPSE FOUNDATION, Inc.
INTELLECTUAL PROPERTY POLICY
Effective as of September 17, 2008 (the "Effective Date")

0. DEFINITIONS

"Content" is copyrightable material, including without limitation software, documentation, articles, whitepapers, and presentation materials. .

"Distributed Content" is Content which is distributed by the Eclipse Foundation via its Repository or other means in a manner consistent with this Intellectual Property Policy.

"Eclipse Content" is Distributed Content intended to be developed or modified by one or more Eclipse Projects (as that term is defined by the Eclipse Development Process), regardless of the license or licenses that govern the use of that Content.

"Non-Eclipse Content" is Distributed Content which is not Eclipse Content.

"Bylaws" are the Bylaws of the Eclipse Foundation, Inc. as amended from time to time.

"Submit" (and "Submitted" when used in the past tense) is:

   a) the act of uploading, submitting, or otherwise making available Content to the Eclipse Foundation through means including but not limited to blogs, wiki postings, mailing lists, news groups, and bugzilla and where such act is governed by the Eclipse.org Terms of Use, or

   b) in the case of Committers, the act of placing Content in the Repository where such act is governed by their Committer Agreement.

"Submission" is Content Submitted to the Eclipse Foundation.

"Submitter" is any party which makes a Submission, regardless of the copyright owner of the Submission, the license under which such Submission is made available, or where such Submission is maintained or developed.

"Committer" has the meaning as defined in the Eclipse Membership Agreement.

"Committer Agreement" is that agreement as defined in Section VIII of this Intellectual Property Policy.

"EMO" has the meaning as defined in the Bylaws.

"PMC" has the meaning as defined in the Bylaws.

"PMC Leader" has the meaning as referenced in Section 7.1 the Bylaws.

"Member" is any party which has executed an Eclipse Foundation Membership Agreement.

"Project License(s)" is the primary license(s) applicable to that project(s)'s Eclipse Content. The Project License will be the Eclipse Public License ("EPL"), except where approved by the Board of Directors pursuant to Section 3.9 of the Bylaws.

"Repository" is the repositories maintained by the Eclipse Foundation on Eclipse.org for the purpose of developing and modifying Distributed Content. Examples include, but are not limited, to CVS and Subversion. Only Committers may add, update or modify Content in such repositories.

I. OVERVIEW

The purpose of the Eclipse Foundation, Inc. (the "Eclipse Foundation") Intellectual Property Policy ("IP Policy") is to set forth the general principles under which the Eclipse Foundation shall:

   a) accept Content,
   b) redistribute Content, and
   c) manage other intellectual property matters.

This IP Policy is intended to address intellectual property issues associated with Content. Other intellectual property issues associated with Content, including patents, may be addressed in the Committer Agreements, Eclipse Foundation Terms of Use, www.eclipse.org, or in the Eclipse Public License.

This IP Policy applies only to Content Submitted to the Eclipse Foundation on or after the Effective Date, provided however, that to the extent Content is Submitted which includes elements which were Submitted before the Effective Date, this Policy only applies to the elements of that Content Submitted for the first time after the Effective Date.

This IP Policy should at all times be interpreted in a manner that is consistent with the Purposes of the Eclipse Foundation as set forth in the Bylaws.

By signing the Membership Agreement or Committer Agreement, as applicable, all Members and Committers agree to comply with this IP Policy, as may be amended from time to time. In addition, this IP Policy shall serve as the basis for how non-Members and non-Committers interact with the Eclipse Foundation through participation in a project, web-sites owned, controlled, published and/or managed under the auspices of the Eclipse Foundation, or otherwise.

The EMO shall be responsible for implementing this IP Policy with respect to all Content.

II. ACCEPTING CONTRIBUTIONS (IN-BOUND LICENSING)

The EPL shall serve as the primary license under which the Eclipse Foundation shall accept Content from contributors including, but not limited to, Members and Committers. The Eclipse Foundation will only accept Content under terms and conditions other than the EPL when:

a) for proposed Eclipse Content, the copyright holder of such Content is unwilling to make it available under the EPL or the applicable Project License is not the EPL;

b) the EMO, the PMC Leader and the Committer have determined that the proposed Content is important to achieving the Project Plan (as that term is defined in the Development Process) and the Purposes (as that term is defined in the Bylaws) of the Eclipse Foundation; and

c) both the Eclipse Foundation Board (or the Board's designee specifically authorized for this responsibility) and the applicable PMC (as that term is defined in the Development Process) have reviewed and approved the use of the proposed alternative terms and conditions.

The mechanisms by which the Eclipse Foundation obtains rights to Submissions sufficient to distribute them as Distributed Content are:

a) a Committer Agreement;

b) explicit license grants as stipulated by Submitters with respect to each Submission;

c) the version of the Eclipse.org Terms of Use in effect at the time of the Submission; or

d) as otherwise mutually agreed upon by the Submitter and the EMO.

It is the responsibility of the EMO to ensure that for each Submission which is accepted for redistribution as Distributed Content that:

a) sufficient controls are in place to ensure that for each such Submission the Content is placed in the Repository by a Committer;

b) sufficient license grants are obtained as to allow the redistribution of such Content as described below in Section III; and

c) the due diligence and record keeping described in Section IV be performed

III. LICENSING CONTRIBUTIONS (OUT-BOUND LICENSING)

Unless otherwise approved by the Board of Directors under Section 3.9 of the Bylaws:

a) the Project License shall be the EPL; and

b) the license terms for copyrightable materials other than software and documentation shall be the EPL.

In limited circumstances, there may be instances where Eclipse Content based on Non-Eclipse Content may be approved for distribution by the EMO under terms and conditions other than the Project License(s). In these instances the EMO may decide that the terms and conditions of the license governing the original Non-Eclipse Content will apply to such Eclipse Content. Examples include but are not limited to:

- bug fixes of Non-Eclipse Content to be maintained as Eclipse Content where the developer(s) of the Non-Eclipse Content is unable or unwilling to provide such bug fix;

- derivative works of Non-Eclipse Content to be maintained as Eclipse Content where the developer(s) of the Non-Eclipse Content is unable or unwilling to maintain the derivative work.

Non-Eclipse Content shall only be distributed when it has been approved by the EMO after its completion of the due diligence and record keeping requirements set forth in Section IV and the Board has approved the terms and conditions of the license for such Non-Eclipse Content. Non-Eclipse Content shall be distributed under the terms and conditions under which it was obtained. As an exception to the foregoing sentence, if requested by the PMC and agreed to by the EMO, Non-Eclipse Content may instead be distributed under the terms and conditions of the Project License.

Before any Content is placed in the Repository or made available for download or other method of distribution, the applicable Committer(s) must ensure that the terms and conditions governing the subsequent use of the Content are clearly communicated to potential recipients of the Content.

IV. DUE DILIGENCE AND RECORD KEEPING

Except as otherwise described below, the EMO, working with the applicable PMC(s) and Committer(s), shall ensure compliance with this IP Policy by conducting the following activities prior to placing any Submissions into the Repository and/or otherwise making such Content available as Distributed Content.

If there are any doubts about the ability to distribute the Content as described in Section III of this IP Policy, the Committer may not place the Content in the Repository or otherwise distribute the Content and should contact the PMC and the EMO for assistance.

In the event of a dispute between the PMC and the EMO, the PMC shall have the right to appeal to the Eclipse Foundation Board for resolution of such dispute. The PMC or EMO shall be responsible for filing/maintaining the information collected by the Committer(s) for future reference as needed.

The due diligence and record keeping requirements below ("Required Due Diligence") shall not apply to:

- Content which is not Distributed Content;

- minor (as determined by the EMO) modifications to Distributed Content; and

While the record keeping requirements do not apply to those items listed above, Committers, must conduct reasonable due diligence to satisfy themselves that proposed Submissions can be distributed as described above in Section III.

A. In the case of Content that is requested by one or more projects to be made available as Eclipse Content:

For Submissions of Content which are the original work of a Committer or Committer's employer Submitted under the terms of their Committer Agreement, it will be the responsibility of the EMO to ensure that automated systems are in place which can track and report on those Submissions made by each individual Committer.

For any other Submissions of Content by a Committer, the EMO, working with the applicable PMC(s) and Committer(s), shall approve the use of such Content as Eclipse Content by ensuring that the following activities are performed:

(1) Contact the Submitter(s) of the Content through an appropriate channel of communication and collect/confirm, and maintain a record of the following:

- Submitter(s)' name and contact information;

- Name and contact information of the Submitter's employer at the time the Content was created, if any;

- A signed consent form (to be provided by the Eclipse Foundation) from the Submitter(s)' employer or other appropriate documentation confirming that the employer does not object to the employee contributing the Content;

- Determine if the Content can be Submitted under the terms of the Project License or the alternative terms and conditions supplied by the Submitter(s). This can be done by asking the Submitter(s) questions such as:

    i. Did you develop all of the Content from scratch?

    ii. If not, what materials did you use to develop the Content?

    iii. Did you reference any confidential information of any third party?

    iv. If you referenced third party materials, under what terms did you receive such materials?

- If it is determined that the Content is not the original work of the Submitter(s), collect the contact information of the copyright holder of the original or underlying work. The copyright holder of the Content or the underlying work may then need to be contacted to collect additional information. If it is determined that confidential information of a third party was referenced, additional due diligence may be necessary to confirm that the Content is not subject to confidentiality obligations.

(2) The Committer(s) shall submit to the EMO information gathered pursuant to (1) above in a manner to be specified by the EMO.

(3) Run and analyze the results of a scan tool provided by the EMO, using parameters provided by the EMO, to help confirm the provenance of the Content.

(4) Reasonable judgment shall be used to determine if the Content can be distributed as described in Section III of this IP Policy.

B. In the Case of Content that is requested by one or more projects to be made available as Non-Eclipse Content:

The EMO, working with the applicable PMC(s) and Committer(s), shall approve the use of Content as Non-Eclipse Content by ensuring that the following activities are performed:

(1) Contact the Committer(s) seeking to Submit such Content through an appropriate channel of communication and collect/confirm, and maintain a record of the following:

- Obtain the terms and conditions under which such Content would be distributed by the Eclipse Foundation;

- Confirm the provenance of the Content by asking the redistributors(s), maintainers(s), and/or the original author(s) of the Content questions such as:

  i. What is your process to obtain the necessary rights to enable you to redistribute the author(s)' work?

  ii. Did you agree to your code being distributed, under the applicable license agreement(s)?

  iii. Did you write the code in question?

  iv. Does anyone else have rights to the code in question?

  The above are examples to illustrate the types of questions asked to gain comfort that the Eclipse Foundation can distribute such Content.

- Collect the contact information or internet web address of the distributor of the Content. The copyright holder of the Content or the underlying work may then need to be contacted to collect additional information.

(2) The Committer(s) shall submit to the EMO information gathered pursuant to (1) above in a manner to be specified by the EMO.

(3) Run and analyze the results of a scan tool provided by the EMO, using parameters provided by the EMO, to help confirm the provenance of the Content.

Reasonable judgment shall be used to determine if the Content can be distributed as Non-Eclipse Content as described in Section III of this IP Policy. Committers may not place Non-Eclipse Content into the Repository without the approval of the EMO.

C. Enabling Parallel IP Due Diligence for Projects

Content for which Required Due Diligence has not been completed must never be made available as Distributed Content in any software distribution by any project denoted as a release candidate (e.g. "RC1") or final release (e.g. "1.0"). In addition, reasonable steps should be taken to ensure that any Content which fails the Required Due Diligence is no longer made available as Distributed Content.

All necessary license obligations must be fulfilled for any Content to be made available as Distributed Content for which Required Due Diligence has not been completed. Such license obligations may include, but are not limited, to terms and conditions that must appear in notices and agreements governing the use of such Content when it is made available as Distributed Content.

Content may be redistributed as Distributed Content by a project in the Incubation Phase (as that term is defined in the Development Process) without completing Required Due Diligence, if all of the following conditions are met:

(1) Required Due Diligence will be completed before the project is permitted to pass its Graduation Review and enter the Mature Phase (as that term is defined in the Development Process).

Content may be redistributed as Distributed Content by a project in the Mature Phase (as that term is defined in the Development Process) without completing Required Due Diligence, if the following conditions are met:

(1) Required Due Diligence has been completed for an earlier version of the Content thus allowing that earlier version of the Content it to be approved for redistribution (in any Eclipse project) as Distributed Content; and

(2) the differences between the Content and the earlier version of the Content described in 1) above, are not in the opinion of the EMO, significant enough to warrant "full approval" by completing Required Due Diligence;

(3) the Board has approved the license for the Content if it is not the same as the license for the earlier version of the Content;

V. TECHNOLOGY REVIEWS

The Eclipse Foundation Development Process identifies three important milestones in a Project's   lifecycle: (i) Creation Review; (ii) Graduation Review; and (iii) Release Review [collectively, the "Check Point Review"]. One of the tasks associated with Creation Review is an initial determination, by the Project Team of new Content that may be added to the Eclipse Platform. The Graduation Review is used, among other things, to determine whether the Project Team has acquired the necessary rights to all such additional Content to permit the distribution of such Content.   The Release Review is used as a final review to ensure that all necessary rights to the new Content have, in fact, been acquired. If such rights have not been acquired, the applicable Content will not be externally distributed. The Check Point Review will also be used to provide each Member with an opportunity, but NOT an obligation, to review the technical plans and related Submissions, if any, for the Project and identify any intellectual property rights including, but not limited to, patent rights, the Member may have that they reasonably believe may be infringed/misappropriated by a Submission if a user of such Submission does not receive a license from that Member to that intellectual property.

In the event that a Member elects to notify the Eclipse Foundation of any such intellectual property rights, the Member shall notify the EMO in writing. Upon receipt of such notice, the EMO shall review the identification of the potential infringement/misappropriation, and determine an appropriate course of action consistent with this IP Policy. . The same process shall apply if the Member identifies the potential infringement/misappropriation after the Check Point Review. Nothing in this IP Policy shall in any way be interpreted to modify or supersede the terms of the EPL in any manner. This policy shall in no way be interpreted: (1) to require the Eclipse Foundation to agree with a Member that the Submission that has been identified may infringe or misappropriate that Member's intellectual property; (2) to require any Member to license its intellectual property to the Eclipse Foundation, any Member or any other party; or (3) to prevent a Member from enforcing its intellectual property rights against the Eclipse Foundation, a Member(s), or any other party as a result of the Member not identifying any such potential infringement/misappropriation during these review cycles or at any other time.

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ECLIPSE FOUNDATION, Inc.
INTELLECTUAL PROPERTY POLICY
Effective as of September 17, 2008 (the "Effective Date")

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"Non-Eclipse Content" is Distributed Content which is not Eclipse Content.

"Bylaws" are the Bylaws of the Eclipse Foundation, Inc. as amended from time to time.

"Submit" (and "Submitted" when used in the past tense) is:

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b) in the case of Committers, the act of placing Content in the Repository where such act is governed by their Committer Agreement.

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"Committer" has the meaning as defined in the Eclipse Membership Agreement.

"Committer Agreement" is that agreement as defined in Section VIII of this Intellectual Property Policy.

"EMO" has the meaning as defined in the Bylaws.

"PMC" has the meaning as defined in the Bylaws.

"PMC Leader" has the meaning as referenced in Section 7.1 the Bylaws.

"Member" is any party which has executed an Eclipse Foundation Membership Agreement.

"Project License(s)" is the primary license(s) applicable to that project(s)'s Eclipse Content. The Project License will be the Eclipse Public License ("EPL"), except where approved by the Board of Directors pursuant to Section 3.9 of the Bylaws.

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I. OVERVIEW

The purpose of the Eclipse Foundation, Inc. (the "Eclipse Foundation") Intellectual Property Policy ("IP Policy") is to set forth the general principles under which the Eclipse Foundation shall:

- a) accept Content,
- b) redistribute Content, and
- c) manage other intellectual property matters.

This IP Policy is intended to address intellectual property issues associated with Content. Other intellectual property issues associated with Content, including patents, may be addressed in the Committer Agreements, Eclipse Foundation Terms of Use, www.eclipse.org, or in the Eclipse Public License.

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This IP Policy should at all times be interpreted in a manner that is consistent with the Purposes of the Eclipse Foundation as set forth in the Bylaws.

By signing the Membership Agreement or Committer Agreement, as applicable, all Members and Committers agree to comply with this IP Policy, as may be amended from time to time. In addition, this IP Policy shall serve as the basis for how non-Members and non-Committers interact with the Eclipse Foundation through participation in a project, web-sites owned, controlled, published and/or managed under the auspices of the Eclipse Foundation, or otherwise.

The EMO shall be responsible for implementing this IP Policy with respect to all Content.

II. ACCEPTING CONTRIBUTIONS (IN-BOUND LICENSING)

The EPL shall serve as the primary license under which the Eclipse Foundation shall accept Content from contributors including, but not limited to, Members and Committers. The Eclipse Foundation will only accept Content under terms and conditions other than the EPL when:

a) for proposed Eclipse Content, the copyright holder of such Content is unwilling to make it available under the EPL or the applicable Project License is not the EPL;

b) the EMO, the PMC Leader and the Committer have determined that the proposed Content is important to achieving the Project Plan (as that term is defined in the Development Process) and the Purposes (as that term is defined in the Bylaws) of the Eclipse Foundation; and

c) both the Eclipse Foundation Board (or the Board's designee specifically authorized for this responsibility) and the applicable PMC (as that term is defined in the Development Process) have reviewed and approved the use of the proposed alternative terms and conditions.

The mechanisms by which the Eclipse Foundation obtains rights to Submissions sufficient to distribute them as Distributed Content are:

a) a Committer Agreement;

b) explicit license grants as stipulated by Submitters with respect to each Submission;

c) the version of the Eclipse.org Terms of Use in effect at the time of the Submission; or

d) as otherwise mutually agreed upon by the Submitter and the EMO.

It is the responsibility of the EMO to ensure that for each Submission which is accepted for redistribution as Distributed Content that:

a) sufficient controls are in place to ensure that for each such Submission the Content is placed in the Repository by a Committer;

b) sufficient license grants are obtained as to allow the redistribution of such Content as described below in Section III; and

c) the due diligence and record keeping described in Section IV be performed

III. LICENSING CONTRIBUTIONS (OUT-BOUND LICENSING)

Unless otherwise approved by the Board of Directors under Section 3.9 of the Bylaws:

a) the Project License shall be the EPL; and

b) the license terms for copyrightable materials other than software and documentation shall be the EPL.

In limited circumstances, there may be instances where Eclipse Content based on Non-Eclipse Content may be approved for distribution by the EMO under terms and conditions other than the Project License(s). In these instances the EMO may decide that the terms and conditions of the license governing the original Non-Eclipse Content will apply to such Eclipse Content. Examples include but are not limited to:

- bug fixes of Non-Eclipse Content to be maintained as Eclipse Content where the developer(s) of the Non-Eclipse Content is unable or unwilling to provide such bug fix;

- derivative works of Non-Eclipse Content to be maintained as Eclipse Content where the developer(s) of the Non-Eclipse Content is unable or unwilling to maintain the derivative work.

Non-Eclipse Content shall only be distributed when it has been approved by the EMO after its completion of the due diligence and record keeping requirements set forth in Section IV and the Board has approved the terms and conditions of the license for such Non-Eclipse Content. Non-Eclipse Content shall be distributed under the terms and conditions under which it was obtained. As an exception to the foregoing sentence, if requested by the PMC and agreed to by the EMO, Non-Eclipse Content may instead be distributed under the terms and conditions of the Project License.

Before any Content is placed in the Repository or made available for download or other method of distribution, the applicable Committer(s) must ensure that the terms and conditions governing the subsequent use of the Content are clearly communicated to potential recipients of the Content.

IV. DUE DILIGENCE AND RECORD KEEPING

Except as otherwise described below, the EMO, working with the applicable PMC(s) and Committer(s), shall ensure compliance with this IP Policy by conducting the following activities prior to placing any Submissions into the Repository and/or otherwise making such Content available as Distributed Content.

If there are any doubts about the ability to distribute the Content as described in Section III of this IP Policy, the Committer may not place the Content in the Repository or otherwise distribute the Content and should contact the PMC and the EMO for assistance.

In the event of a dispute between the PMC and the EMO, the PMC shall have the right to appeal to the Eclipse Foundation Board for resolution of such dispute. The PMC or EMO shall be responsible for filing/maintaining the information collected by the Committer(s) for future reference as needed.

The due diligence and record keeping requirements below ("Required Due Diligence") shall not apply to:

- Content which is not Distributed Content;

- minor (as determined by the EMO) modifications to Distributed Content; and

While the record keeping requirements do not apply to those items listed above, Committers, must conduct reasonable due diligence to satisfy themselves that proposed Submissions can be distributed as described above in Section III.

A. In the case of Content that is requested by one or more projects to be made available as Eclipse Content:

For Submissions of Content which are the original work of a Committer or Committer's employer Submitted under the terms of their Committer Agreement, it will be the responsibility of the EMO to ensure that automated systems are in place which can track and report on those Submissions made by each individual Committer.

For any other Submissions of Content by a Committer, the EMO, working with the applicable PMC(s) and Committer(s), shall approve the use of such Content as Eclipse Content by ensuring that the following activities are performed:

(1) Contact the Submitter(s) of the Content through an appropriate channel of communication and collect/confirm, and maintain a record of the following:

- Submitter(s)' name and contact information;

- Name and contact information of the Submitter's employer at the time the Content was created, if any;

- A signed consent form (to be provided by the Eclipse Foundation) from the Submitter(s)' employer or other appropriate documentation confirming that the employer does not object to the employee contributing the Content;

- Determine if the Content can be Submitted under the terms of the Project License or the alternative terms and conditions supplied by the Submitter(s). This can be done by asking the Submitter(s) questions such as:

  i. Did you develop all of the Content from scratch?

  ii. If not, what materials did you use to develop the Content?

  iii. Did you reference any confidential information of any third party?

  iv. If you referenced third party materials, under what terms did you receive such materials?

- If it is determined that the Content is not the original work of the Submitter(s), collect the contact information of the copyright holder of the original or underlying work. The copyright holder of the Content or the underlying work may then need to be contacted to collect additional information. If it is determined that confidential information of a third party was referenced, additional due diligence may be necessary to confirm that the Content is not subject to confidentiality obligations.

(2) The Committer(s) shall submit to the EMO information gathered pursuant to (1) above in a manner to be specified by the EMO.

(3) Run and analyze the results of a scan tool provided by the EMO, using parameters provided by the EMO, to help confirm the provenance of the Content.

(4) Reasonable judgment shall be used to determine if the Content can be distributed as described in Section III of this IP Policy.

B. In the Case of Content that is requested by one or more projects to be made available as Non-Eclipse Content:

The EMO, working with the applicable PMC(s) and Committer(s), shall approve the use of Content as Non-Eclipse Content by ensuring that the following activities are performed:

(1) Contact the Committer(s) seeking to Submit such Content through an appropriate channel of communication and collect/confirm, and maintain a record of the following:

- Obtain the terms and conditions under which such Content would be distributed by the Eclipse Foundation;

- Confirm the provenance of the Content by asking the redistributors(s), maintainers(s), and/or the original author(s) of the Content questions such as:

      i. What is your process to obtain the necessary rights to enable you to redistribute the author(s)' work?

      ii. Did you agree to your code being distributed, under the applicable license agreement(s)?

      iii. Did you write the code in question?

      iv. Does anyone else have rights to the code in question?

      The above are examples to illustrate the types of questions asked to gain comfort that the Eclipse Foundation can distribute such Content.

- Collect the contact information or internet web address of the distributor of the Content. The copyright holder of the Content or the underlying work may then need to be contacted to collect additional information.

(2) The Committer(s) shall submit to the EMO information gathered pursuant to (1) above in a manner to be specified by the EMO.

(3) Run and analyze the results of a scan tool provided by the EMO, using parameters provided by the EMO, to help confirm the provenance of the Content.

Reasonable judgment shall be used to determine if the Content can be distributed as Non-Eclipse Content as described in Section III of this IP Policy. Committers may not place Non-Eclipse Content into the Repository without the approval of the EMO.

C. Enabling Parallel IP Due Diligence for Projects

Content for which Required Due Diligence has not been completed must never be made available as Distributed Content in any software distribution by any project denoted as a release candidate (e.g. "RC1") or final release (e.g. "1.0"). In addition, reasonable steps should be taken to ensure that any Content which fails the Required Due Diligence is no longer made available as Distributed Content.

All necessary license obligations must be fulfilled for any Content to be made available as Distributed Content for which Required Due Diligence has not been completed. Such license obligations may include, but are not limited, to terms and conditions that must appear in notices and agreements governing the use of such Content when it is made available as Distributed Content.

Content may be redistributed as Distributed Content by a project in the Incubation Phase (as that term is defined in the Development Process) without completing Required Due Diligence, if all of the following conditions are met:

(1) Required Due Diligence will be completed before the project is permitted to pass its Graduation Review and enter the Mature Phase (as that term is defined in the Development Process).

Content may be redistributed as Distributed Content by a project in the Mature Phase (as that term is defined in the Development Process) without completing Required Due Diligence, if the following conditions are met:

(1) Required Due Diligence has been completed for an earlier version of the Content thus allowing that earlier version of the Content it to be approved for redistribution (in any Eclipse project) as Distributed Content; and

(2) the differences between the Content and the earlier version of the Content described in 1) above, are not in the opinion of the EMO, significant enough to warrant "full approval" by completing Required Due Diligence;

(3) the Board has approved the license for the Content if it is not the same as the license for the earlier version of the Content;

V. TECHNOLOGY REVIEWS

The Eclipse Foundation Development Process identifies three important milestones in a Project's lifecycle: (i) Creation Review; (ii) Graduation Review; and (iii) Release Review [collectively, the "Check Point Review"]. One of the tasks associated with Creation Review is an initial determination, by the Project Team of new Content that may be added to the Eclipse Platform. The Graduation Review is used, among other things, to determine whether the Project Team has acquired the necessary rights to all such additional Content to permit the distribution of such Content. The Release Review is used as a final review to ensure that all necessary rights to the new Content have, in fact, been acquired. If such rights have not been acquired, the applicable Content will not be externally distributed. The Check Point Review will also be used to provide each Member with an opportunity, but NOT an obligation, to review the technical plans and related Submissions, if any, for the Project and identify any intellectual property rights including, but not limited to, patent rights, the Member may have that they reasonably believe may be infringed/misappropriated by a Submission if a user of such Submission does not receive a license from that Member to that intellectual property.

In the event that a Member elects to notify the Eclipse Foundation of any such intellectual property rights, the Member shall notify the EMO in writing. Upon receipt of such notice, the EMO shall review the identification of the potential infringement/misappropriation, and determine an appropriate course of action consistent with this IP Policy. . The same process shall apply if the Member identifies the potential infringement/misappropriation after the Check Point Review. Nothing in this IP Policy shall in any way be interpreted to modify or supersede the terms of the EPL in any manner. This policy shall in no way be interpreted: (1) to require the Eclipse Foundation to agree with a Member that the Submission that has been identified may infringe or misappropriate that Member's intellectual property; (2) to require any Member to license its intellectual property to the Eclipse Foundation, any Member or any other party; or (3) to prevent a Member from enforcing its intellectual property rights against the Eclipse Foundation, a Member(s), or any other party as a result of the Member not identifying any such potential infringement/misappropriation during these review cycles or at any other time.

VI. CONFIDENTIALITY

The Eclipse Foundation, Member(s), Committer(s) and other parties may exchange information as a result of their participation in Eclipse Projects and/or generally in the furtherance of the Purposes of the Eclipse Foundation. All such information shall be considered non-confidential and provided under terms consistent with this IP Policy. In the event confidential information needs to be shared, such confidential information shall be disclosed pursuant to a confidentiality agreement entered into by the participants in such disclosure.

VII. TRADEMARKS AND LOGOS

The use of trademarks and logos associated with the Eclipse Foundation shall be used in accordance with the then current Eclipse Foundation Trademark Usage Guidelines.

VIII. COMMITTER AGREEMENT

Each Committer must execute a Committer Agreement, or have its employer execute a Committer Agreement on the Committer's behalf. Such Committer Agreement shall:

a) provide sufficient license grants to allow the Eclipse Foundation to distribute Content Submitted by the Committer as Distributed Content; and

b) obligate the Committer to comply with this IP Policy and other policies of Eclipse Foundation in effect from time to time.

IX. DISCLAIMERS AND NOTICES

When a provision in this IP Policy refers to actions to be taken by the EMO, a Committer, PMC, and/or the Board, such provisions should read to mean the EMO, a Committer, PMC and/or the Board acting on behalf of the Eclipse Foundation.

UNDER NO CIRCUMSTANCES SHOULD THIS IP POLICY BE INTERPRETED TO BE A REPRESENTATION, WARRANTY, CONDITION, OR OTHER FORM OF GUARANTEE THAT THE INTELLECTUAL PROPERTY RIGHTS OF A MEMBER, COMMITTER, SUBMITTER OR ANY OTHER PARTY, WILL NOT BE INFRINGED IF THIS IP POLICY IS COMPLIED WITH. IN ADDITION, THE ECLIPSE FOUNDATION, ITS MEMBERS, COMMITTERS, AND THEIR RESPECTIVE EMPLOYEES AND AGENTS SHALL HAVE NO LIABILITY OF ANY KIND TO EACH OTHER OR TO ANY OTHER PARTY FOR FAILURE TO COMPLY WITH THIS IP POLICY.

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Mobile Working Group
Proposal (v1.3)

Eclipse for Mobile – Accelerating the Pace

<u>Problem</u>
- Eclipse mobile projects lack industry leadership and momentum for mobile application development.

- Eclipse mobile projects are too narrowly focused –
  - Constrained "field of view' – only narrow slices of the solution
  - Constrained value to mobile app developers, Eclipse developers, mobile companies

<u>Solution</u>
- Eclipse Mobile Workgroup (EMWG)
  - Defines a more complete mobile application development environment
  - Forum for roadmap collaboration on a comprehensive mobile development offering
  - Creates more value for mobile companies, wireless operators, mobile ISVs, and Eclipse developers

- Eclipse – the industry standard for mobile application development

Eclipse Mobile Work Group – Four Pillars of Focus

- *Product*
  - Define and implement an integrated mobile application development product

- *Roadmap*
  - Roadmap for complete mobile offering
  - Broadens field of interest to attract new developers and adoption

- *Best Practices*
  - Simplify the use of Eclipse by mobile application developers through a common set of test suites, training materials, documentation.

- *Promotion*
  - Consistent marketing message and promotion for Eclipse in Mobile.
  - Integrate Mobile across Eclipse Marketing events & promotion materials

Eclipse for Mobile – Creating Momentum

Today

Eclipse Mobile Work Group

- Packaged Product
- Roadmap
- Promotion
- Best Practices

| Mot Profile | Nok Profile | S-E Profile |

Add-In Providers

Eclipse Mobile ADK

| Java | Native | Web |

Common Functionality

Eclipse Platform

| MTJ | TmL |

S-E Phone

Nok Phone

Mot Phone

Mobile Application Developer

Mobile Application Developer

Target Hardware

eclipse

Eclipse Mobile Application Development Kit

Eclipse Mobile Application Development Kit

Emulator

Emulator

Java Development

| TmL Emul Intfc | Tools | JDT | MTJ |

Eclipse Platform

Native Development

| TmL Emul Intfc | Tools | CDT |

Eclipse Platform

Web Development

| TmL Emul Intfc | Tools | JSDT | WTP |

Eclipse Platform

SDK

- JSRs & Libs
- Compiler, Verifier

- Hdrs & Libs
- C/C++ Toolchain

- Webkit APIs
- HTML templates

Developer Host (Windows, Linux)

eclipse

Next Steps

- *Eclipse Workgroup Process - draft*

  - Proposal (incl SOI)

  - Creation Review

  - Implementation

- *Statement of Intent for Mobile WG - draft*

Eclipse Working Groups

- An attempt to formalize what is happening in the community
  - Requests for Embedded, Marketing Research, etc.
  - Loosely modeled after http://groups.osdl.org/workgroups
- Rules:
  - Any member can request the creation of a working group
  - The EMO will facilitate the request where and as possible (e.g. we may have resource constraints)
  - Upon the request of the initiating Member(s) the EMO will host the phone calls or other meetings
  - Each WG must have a defined scope and purpose
  - All meetings must be documented with abridged minutes and minutes are to be made available to any interested Member
  - The membership of any WG must be open to all Members and their employees, etc.
  - WG's are not empowered to act for the Foundation or to speak on its behalf without the permission of the EMO
  - WG's must comply with the Foundation's Bylaws and policies (including IP and anti-trust)
  - WG's can refer to themselves as "Eclipse Working Group for XXX" or "XXX Working Group"

From the minutes of the Eclipse Foundation Board of Directors, December 2004

- Grow our membership

- Make Eclipse participation appealing to enterprises and industry verticals

- Concrete implementation of how to create innovation networks and ecosystems at Eclipse

- Provide a framework to attract new consortia to the Eclipse ecosystem

Industry Working Groups (IWG) allow organizations to collaborate and innovate on the creation of technology, specifications and best practices for a specific industry or market.

Industry WG provide:
- The legal agreements to share intellectual property rights.
- The ability to pool resources to create new technology and standards.
- IT infrastructure to facilitate collaboration between a distributed team.
- A governance model and process to ensure a level playing field
- A technology platform

IWG typically focus on solving a problem that is shared in a specific industry

IWG can:
- Create packages of Eclipse projects tailored to meet the needs of a specific industry
- Define recommended specifications to be implemented by an Eclipse project(s)
- Document requirements that will be used as input into an Eclipse project
- Write best practices documentation
- Implement End to End use cases and testing
- Execute marketing programs to create awareness for the WG offering
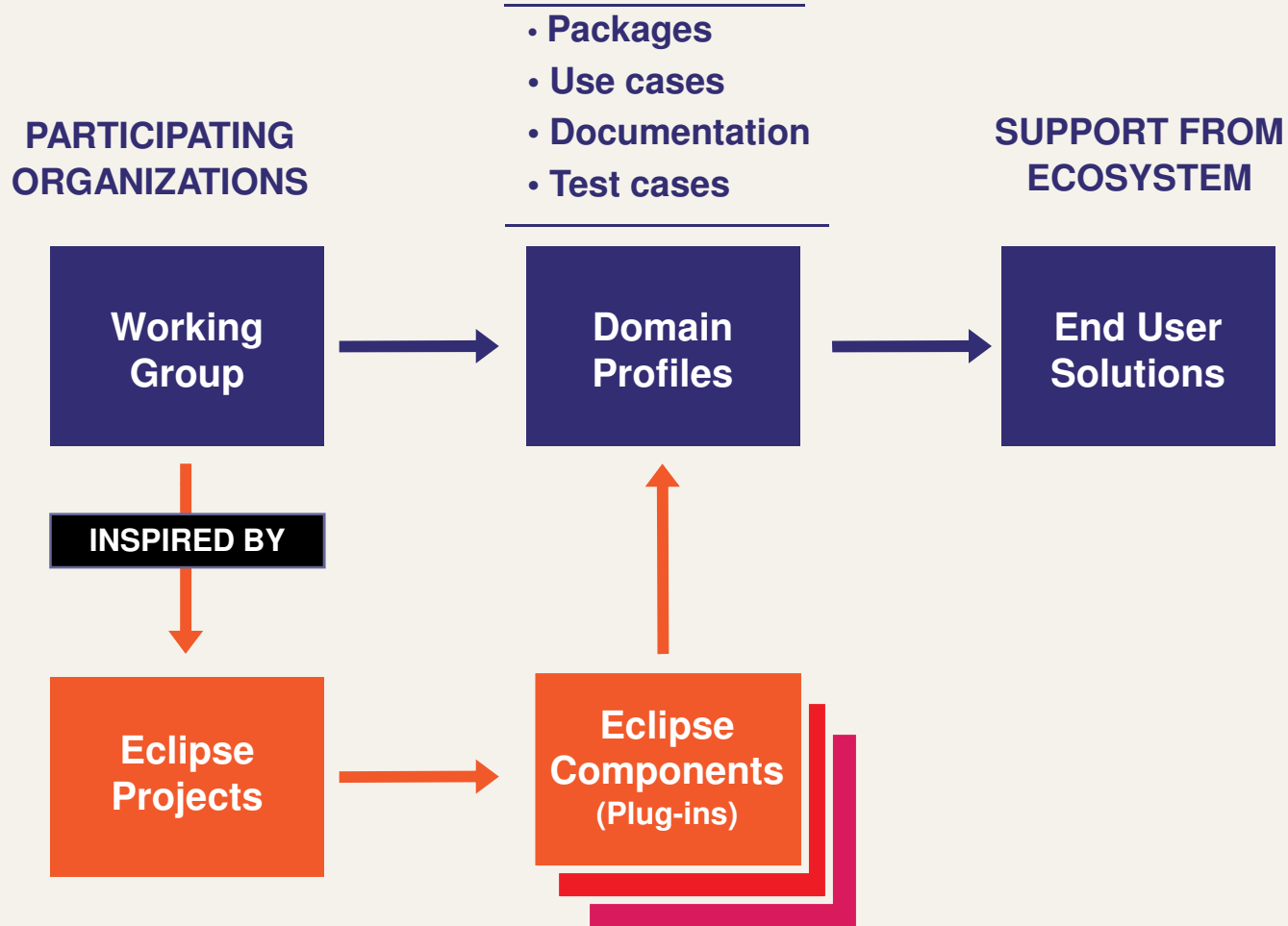
Two levels of participation in an industry working group
- Steering Committee
- Working Group Participant

IWG Steering Committee
- Writing the scope for the industry working group
- Set objectives, strategies, policies and plans
- Determine the guidelines for member participation in the industry working group.
- Determine what features/components are part of the industry working group
- Determines resource commitments for all industry working group participants that will cover external resources (development, marketing programs, etc.)

IWG Steering Committee Obligations
- Steering Committer Member must be a strategic or enterprise member of the Eclipse Foundation
- Steering Committer Member will be expected to commit additional resources to participate in the WG activities; this will be defined by the steering committee.

IWG Participants
- All participants must be members of the Eclipse Foundation
- Participate in the IWG meetings; have access to mailing lists, IWG wikis and other assets.

1. Identify 2-3 organizations that will form the initial Steering Committee.
   - Steering Committee drafts Statement of Intent (SOI) for the IWG.
   - Include proposal for chairperson(s) of the steering committee
   - Scope needs to include a statement of intent describing what the WG hopes to accomplish in the next 12-18 months

2. Draft SOI is sent to Eclipse membership for review and feedback
   - also allow for other participants from the Eclipse membership

3. SOI approved for the Eclipse Foundation Executive Director

4. Eclipse Foundation assigns a staff member to act as a primary contact for the IWG

5. Eclipse Foundation turns on the IT infrastructure for the IWG

Broader Dual Licensing of Eclipse Projects

An initial exploration

Jeff McAffer

Overview

- The EPL can present a barrier for Eclipse projects
  - Contribution
  - Consumption
  - Collaboration

- Increased impact in the runtime world

- Explore the effect of dual-licensing

- Surface issues and questions

Issues

- Combinations with incompatible licenses
- Interaction with standards organizations
- Collaboration with other open source communities
- Delivery of complete functional sets
- Competition

Examples

- EclipseLink and the JCP interaction
- DSDP in their monitoring infrastructure
- Equinox and the intereaction with OSGi and Apache
- CDT delivering a complete stack
  - May not be addressed by dual licensing
- NASA has patent related issues
- Glassfish could not adopt Equinox
- OSGi EE reference implementation and Apache

Next Steps

- Is this an issue we want to deal with?
- Deal with it explicitly or on a case by case basis?
- Refer it to the IP Advisory Committee?

Eclipse Board Review of WTP:

An Informal Report

September, 2008

David Williams

Table of Contents

1 Introduction

This document is to provide an informal, high level review of the Web Tools Platform (WTP) project, and was created at the request of the Eclipse Board as preparation for a phone conference on September 17, 2008, and will (likely) become a regular yearly activity to improve communication and awareness.

The Eclipse Web Tools Platform project was originally proposed in 2004 by ObjectWeb, IBM and others. The Eclipse Foundation creation review was in June, 2004 with full time development since October, 2004. The original code contributions were from IBM and Eteration ("ObjectWeb Lomboz"). Since then several other large contributors have joined the effort, including SAS, BEA, Oracle and SAP, and others, and several new subprojects formed, such as Dali and JSF.

More information can be found at our [WTP web page](#) and [Wiki site](#). In addition, our [most recent release review](#) contains much more formal detail, if desired.

1.1 Releases

- WTP 0.7 July, 2005 and subsequent 0.7.1
- WTP 1.0 December 2005 and subsequent 1.0.1, 1.0.2, 1.0.3
- WTP 1.5 June, 2006 and subsequent 1.5.1, 1.5.2, 1.5.3, 1.5.4, 1.5.5
- WTP 2.0 June, 2007 and subsequent 2.0.1, 2.0.2, 2.0.3
- WTP 3.0 June, 2008 and subsequent 3.0.1, 3.02, and 3.0.3 (planned)

1.2 Project Organization

In the original charter, WTP was organized as two sub-projects (WST and JST) with some being added later (JSF, Dali, and ATF (incubating) but was reorganized into more sub-projects primarily to help emphasize more of a team-oriented focus, instead of an architecture orientation, and a new WTP Incubator Project was added. Below is the list of current projects and project leads as of September, 2008.

We have a regularly occurring WTP-wide status meeting (every week), and these sub-projects occasionally schedule their own meetings as they need them and document those meetings on our WTP Wiki.

Project	Lead
Common: tools and infrastructure not directly related to web tools, but required by Web Tools Platform	Konstantin Komissarchik, Oracle
Dali (JPA Tools): infrastructure and tools for JPA applications	Neil Hauge, Oracle
EJB Tools: EJB creation wizards, preferences, future annotation tools	Kaloyan Raev, SAP
Java EE Tools: Common Project Infrastructure, JEE models, preferences, classpath model, publish api, refactoring	Chuck Bridgham, IBM
JSF Tools: infrastructure and tools for Java Server Faces.	Raghu Srinivasan, Oracle
Server Tools: tools and infrastructure to define and interact with servers.	Tim Deboer, IBM
Source Editing: xml, dtd, xsd (and sse infrastructure) html, css, javascript, jsp	Nitin Dahyabhai, IBM
Web Services:: Web services wizards and frameworks, Axis1 & Axis2 support, Web Services Explorer, WSDL Editor	Kathy Chan, IBM
Release Engineering: contains the code and scripts to do builds, various tests, API scans, etc.	David Williams, IBM
WTP Incubator: a general purpose incubation project other WTP Projects to use when incubation is desired.	David Williams, IBM
ATF (incubating): infrastructure and tools for AJAX	Philippe Ombredanne, nexB
Datatools (RDB): tools for working with databases. Primarily moved to DTP, but this quiescent sub project of WTP occasionally does 1.5 maintenance	Der Ping Chou, IBM

1.3 PMC Organization

Our Project Management Committee, as of September, 2008, is made up of 6 members from several companies and we are all quite active in WTP, and have a long history of weekly PMC meetings.

Each member has a WTP-wide management role, in addition to whatever project-specific roles they have. In the execution of their tasks, within these roles, the PMC members will form groups, organize meetings, create and execute plans to accomplish their goals. In other words, they don't do all the work ... they just manage it!

Member	Role
David Williams, IBM	PMC Lead, and Planning Role
Tim Deboer, IBM	Architecture
Neil Hauge, Oracle	Quality
Kaloyan Raev, SAP	User Experience
Raghu Srinivasan, Oracle	Requirements
Naci Dai, Eteration	Education

2 Review of project scope and charter

WTP, as our [original charter](#) states, is still "... dedicated to providing a generic, extensible, standards-based [and vendor neutral] tool platform for producing Web-centric technologies" The project operates within its intended charter and scope; there have been no changes in the substantive areas of WTP or intent. WTP is still primarily "Java oriented" (Java EE, JSF, JPA), but non-Java language tools (such as HTML, CSS) are also strong and some even growing in activity, such as Javascript and XML.

Since [the original charter,](#) there has been a number of additions ([Dali](#), [JSF](#), [ATF](#), [WTP Incubator](#)) and a [major refactoring of the original two projects](#). Each change was duly documented, reviewed, and approved but this project evolution has resulted in very fragmented documentation.. An updated charter, that would improve the descriptive value, could be developed with the next major revision or project addition. Another pragmatic suggestion is that as moves and re-organizations take place, each of those documents should be better tied to (or linked from) a central document about the project, so the history stays with the current state.

There are two areas we should discuss in more detail: "vendor neutrality" and "standards based". While we certainly agree with the Eclipse-wide concept of "vendor neutrality", how does that intersect with Eclipse Projects themselves? Especially with the addition of the Eclipse Runtime Project? For example, if someone contributed a Web Application server to the Eclipse Runtime Project could we "ship it" with our Java EE IDE package? Could we favor it in writing our exemplary tools? I'm not asking for "yes or no" responses for these hypothetical cases ... just wondering if the Board has some principle to guide such issues?

Second, what is the reason or history behind the restriction of WTP working only on "standards based" technology? Is that still relevant or required? We are getting into some areas where that is being stretched (e.g. ATF, JSF 2.0) and since clearly things like Struts or Spring tools could be done in some other Eclipse Project (such as Technology) and then presumably packaged up in the cross-project Java EE IDE, then why have WTP specifically limited to not hosting the work? While this is not a limiting factor right now, we think it might be in the next year or two so we'd like to understand why this was put in place and remove it if there is no current reason for it, or modify it so it is meaningful in the current Eclipse organization.

3 Review of progress, strategy and plans

We have had a long history of steady, predictable releases and plan to keep doing that. We do plan to always participate in yearly simultaneous releases, as long as there are any, but subprojects are free to have additional releases out of that yearly cycle – for example, Dali plans a release 2.1 this December, 2008.

For the most part, our progress and plans are based on the progress of standards, with Java EE 6 and JSF 2.0 being some of the major new ones coming up (the planning for which is still in progress).

Our WTP Incubator Project has successfully attracted a group of independents that are doing great work in the area of XSL and other XML technologies ... at least some of which are expected to graduate and have formal releases in 2009.

Self assessment

This self assessment is very subjective. In most cases, I deliberately tried to think of both positive and negative aspects in each category and hope that gives some gist of the state of our overall project, but it doesn't necessarily "measure" each area.

3.1 As Eclipse Open Source Project

3.1.1 Transparency: Making our internal processes apparent to others

I think we are nearly as transparent as we can be. There is always some "corporate discussions" that go on, specific to the business interests and priorities and plans of the primary sponsoring corporations ... which are confidential ... so there are sometimes periods of "quietness" while these discussions occur ... but we say that's what we're doing, so not much more to say there.

3.1.2 Openness: Accepting input and contributions from others

I think we do a fair job here. We do pay attention to bug votes (even increased the maximum to 20 based on a newsgroup suggestion). We have at times not reviewed patches in a timely manner ... such that we started special "reviews" to make sure we made progress on them. But I think the reason for this isn't so much a symptom of not being open, just that it takes a lot of effort, and the return is relatively low (my intuition is we might be able to use only 25% or so).

3.1.3 Meritocracy: Responsibility (and power) follows contributions

We do a good job in all the obvious ways; contributors are voted in as committers, the PMC keeps an eye on likely candidates and discusses with Project Leads if apparent candidates are not being proposed in a timely fashion. There is still, rarely, some hints of an entitlement attitude (the opposite of meritocracy in this context) but I think in most cases this is not so much having the wrong attitude as it is that some areas of our code are hard, complex, and takes a major investment to get started.

3.1.4 Diversity: many interests participate towards common goals

Excellent. We have several large corporations with major contributions (IBM, Oracle, and SAP) and several smaller ones and some "independents". There have been some known cases of one group "taking over" when another group could not continue making their contribution ... one of the fruits of diversity. There is not always great diversity within each sub-project (some have less diversity than others) but each has some diversity, and, in my opinion, some homogeneity in sub-projects is important (so responsibilities are clearer within that sub-project).

3.1.5 Compliance with Eclipse prime directives

3.1.5.1 Exemplary, extensible tools

We do surprisingly well here (given the "API" case, below): there are many adopters building on and extending WTP in many interesting ways. And the tools, direct from WTP, while not state-of-the-art tools that can be purchased, have many satisfied users.

3.1.5.2 API

In my humble opinion, we do poorly here. We certainly do have API and extension points and we certainly do add to them every release, but, from my viewpoint, our committers are too cautious in declaring API. There is a tendency for them to want to wait until they know it is just right, spanning one or two releases before declaring official API. Also, sponsors often don't see the return-on-investment in doing the extra work to make a high quality API (and ... it is expense!). This situation is partially due to our beginnings (starting with a large existing code base, instead of starting from scratch). We have taken steps to guard adopters investments when they have had to use non-API, by creating some specific non-API policies.

3.2 End user community and adoption

End user community and adoption is very strong. One of the most popular, frequently downloaded packages, and very active newsgroups and mailing lists. One sign of success, to me, is that our newsgroup is very much "user supported" ... that is, users helping users. While our commiters do participate, some people have made the observation to me that they could do better. I personally think they do quite well, considering all the conflicting priorities they work under.

3.3 Commercial community and adoption

Too many to keep track of.

3.4 Compliance with the Roadmap

Roadmap? What roadmap? Just kidding. We do pay attention to it, and try to categorize our work in terms of the roadmap, but I think the Eclipse Roadmap is generally thought of (through out Eclipse) to be broad enough that any work could fit in somewhere! But, we are aware of our short comings in the area of ease-of-use for new, casual users and do invest in making progress in this area, though it's slow going.

4 Notes on each subproject

Much of time WTP acts as one-big-project but there are differences between the subprojects (in both history, plans, and assessments) so the following list describes each subproject a tiny bit more and highlights some specific strengths and weaknesses.

4.1 Common Tools

Tools and infrastructure not directly related to web tools, but required by Web Tools Platform.

Some very useful APIs and frameworks (e.g. project facets, validation). There's also some packages that (in hindsight) do not belong and could use some refactoring to more specific sub-projects. If Eclipse ever has a common components project some of this subproject could move there.

4.2 Dali (JPA Tools)

Infrastructure and tools for JPA applications.

Primarily one-company contributions, but many-companies adopt (and test, and open bugs, and make requirements). Close affinity to Eclipselink, but can be used with other implementations of JPA runtimes.

4.3 EJB Tools

EJB creation wizards, preferences, future annotation tools

In practice, this is currently highly intertwined with the JEE Tools subproject, but the hope is it can allow some future specialization and divisions of labor, code, and architecture.

4.4 Java EE Tools

Common Project Infrastructure, JEE models, preferences, classpath model, publish api, refactoring

As a team, this component is the core of WTP. It is a difficult area of code, since they support many levels of Java EE, and have tried to "change architecture" over the years (so that different levels of Java EE specification can be better plugged in to the frameworks.

4.5 JSF Tools

Infrastructure and tools for Java Server Faces.

Very strong JSF expertise. Good adoption. Probably one of the most innovative subprojects, having good visual editors for JSF and doing forward looking (incubating) work with Facelets.

4.6 Server Tools

Tools and infrastructure to define and interact with servers.

The most mature of all the WTP subprojects. Very mature API and a great many adopters.

4.7 Source Editing

xml, dtd, xsd (and sse infrastructure) html, css, javascript, jsp.

One of the most important subprojects in all of Eclipse (I'm biased, though, since I was the former lead) But, seriously, it is one of the most extended areas of WTP. Unfortunately, due to so many languages to support, and so few people, the support for these languages may never reach parity with the JDT's Java source editors. But, the areas of XML and Javascript (JSDT) are still quite popular and attracting new committers.

4.8 Web Services:

Web services wizards and frameworks, Axis1 & Axis2 support, Web Services Explorer, WSDL Editor.

A subproject well known for its end user tools and editors in WTP.

4.9 Release Engineering

Contains the code and scripts to do builds, various tests, API scans, etc.Mostly a "technicality" just to keep track of who can do what to our builds ... but, we do have some original code and a pretty good build system.

4.10 WTP Incubator

A general purpose incubation project other WTP Projects to use when incubation is desired.

One of the bright spots of the past year. A very dedicated group of XML specialist have been adding XSL tools that are expected to graduate and release concurrently next year. Facelets (especially the future JSF 2.0)is another active area here, and a few other recent proposals.

4.11 ATF (incubating)

Infrastructure and tools for AJAX

An area with great potential, but not many committers able to invest significant time. We do still expect some activity later this year, and if all goes well, graduation and formal release can still be achieved next year.

4.12 Datatools (RDB):

Tools for working with databases. Primarily moved to DTP, but this quiescent sub-project of WTP occasionally does 1.5 maintenance Pure history. But, used in some major products, so will require maintenance for years.

5 Board Assistance and noteworthy items

I have combined the last two requested review categories because we don't have any specific requests of the board at this time. But, some noteworthy items might turn into requests in the future. First, let me say I think the board had done a good job in solving the IP Backlog problem (such that it is no longer a problem, in my opinion). And, the Eclipse Foundation does a great job in providing infrastructure for builds, bug tracking,, etc. If there were some areas to note at all:

- As a world-wide, multi-corporation group, we have a hard time, sometimes, collaborating in real time. I've <u>heard</u> there is more the Foundation could do here ... in providing a universal Instant Message (IM) chat client/server (see [bug 126089)](#) but I don't actually know enough about it technically to be more specific. I do know, that what ever Eclipse infrastructure does, there will be issues of corporate policy permissions and corporate firewall rules to overcome. So, just note, this is an area where we might have more specific requests in the future.

- One goal I have this year is to investigate and encourage using more "Java" on Eclipse.org itself, both to showcase our tools and create example applications, but also (and mostly) to provide more opportunity for "self hosting," so to speak. While I think some of the required infrastructure (e.g. Tomcat servers) are available, we may want to discuss expansions in this area (e.g. could Eclipselink be installed and run on Eclipse?) Again, we are not far enough along in our planning or discussions of this effort to have hit any roadblocks, but, as the year progresses, I'd appreciate the Boards awareness of this and helping us along the way, where possible.

- We do have one specific request. Can we, as a PMC, provide some input in to the next Evans (or Biz Media?) marketing survey that is commissioned? We'd like to see more specific questions about Web Tools with respect to end-user satisfaction and adopter satisfaction. It may be as simple as listing some of our sub-projects individually, but may make more sense to respondents if we listed some areas of technology, such as JEE, JSP, JSF, JPA, XML, etc.
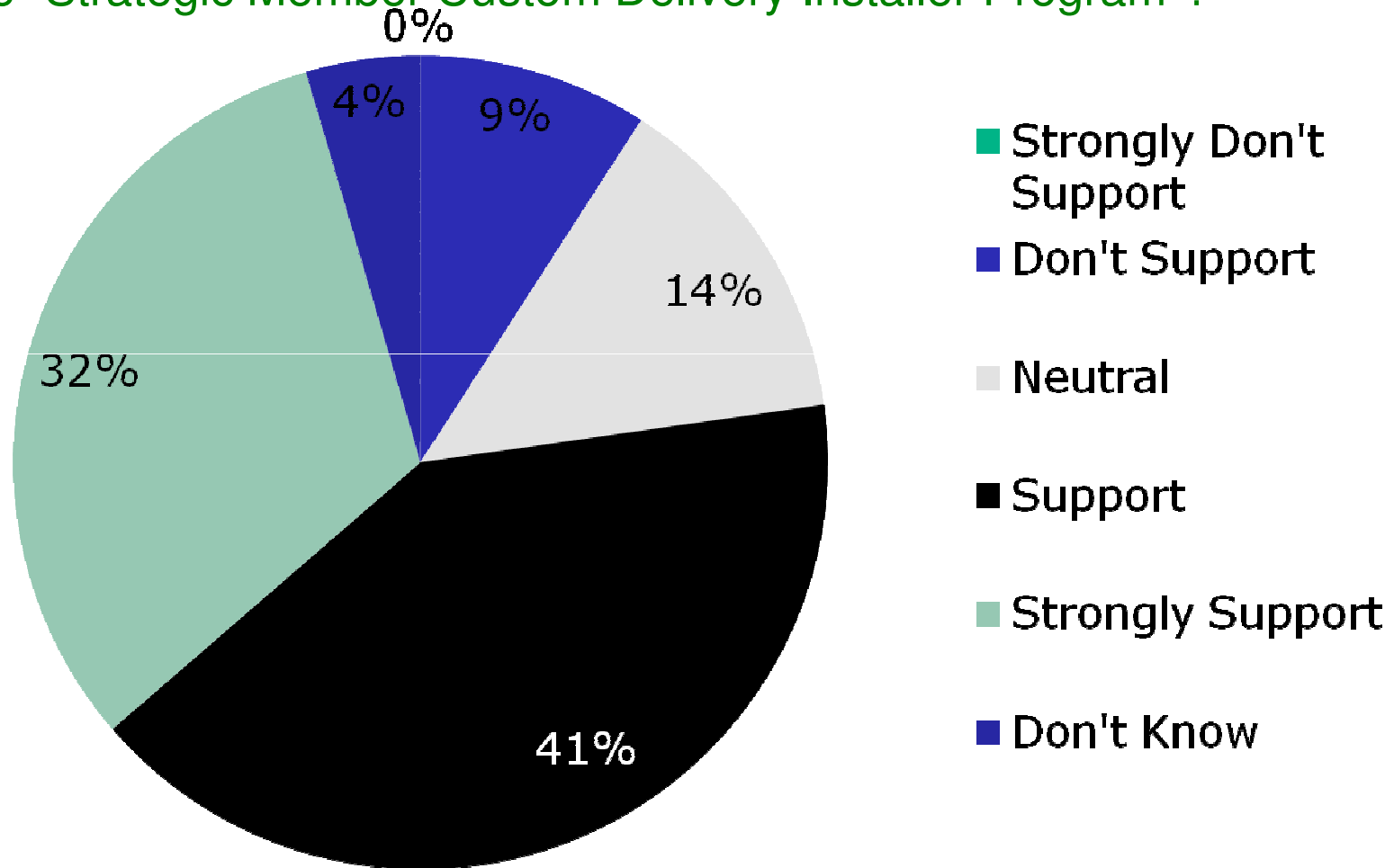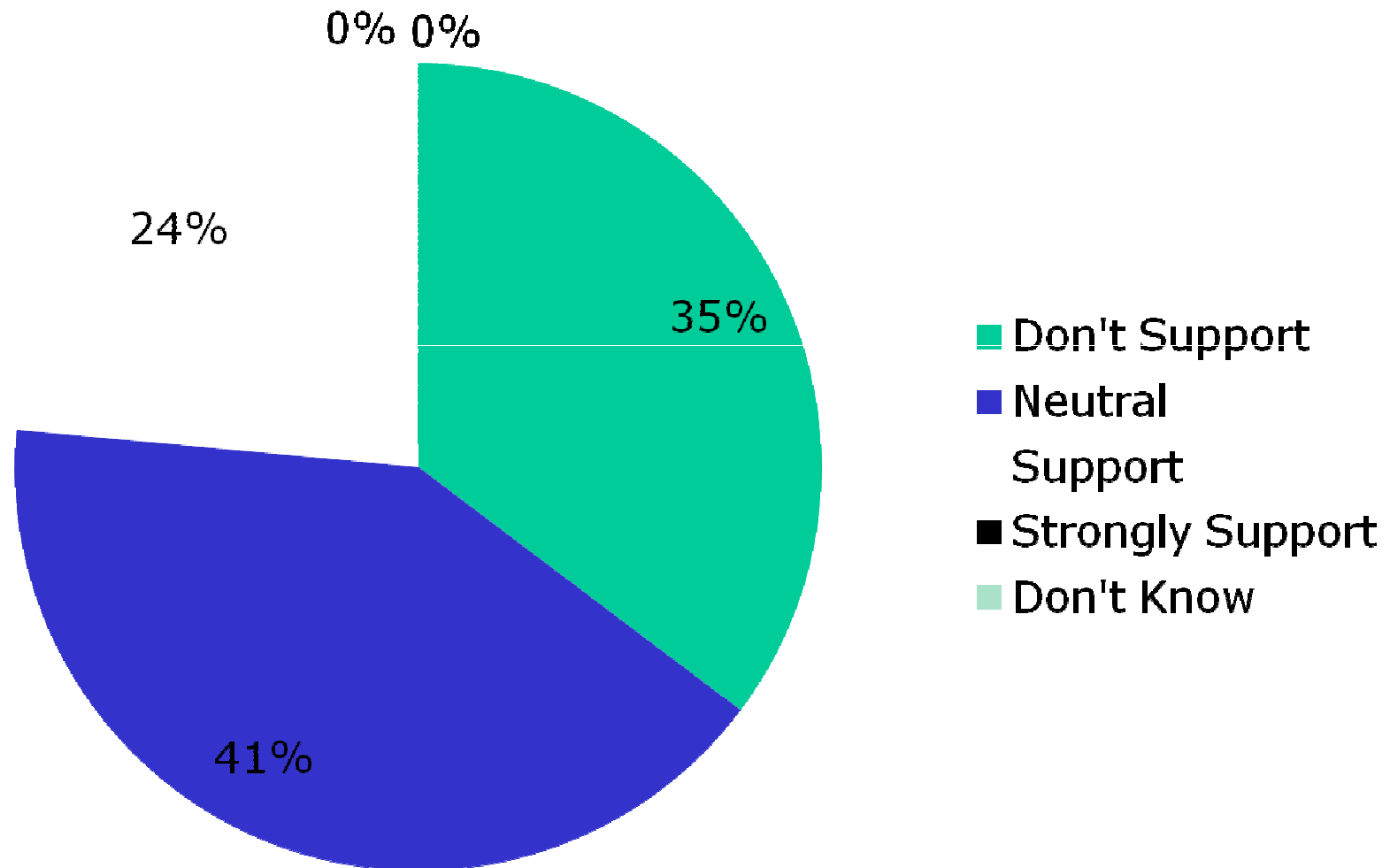
ember Custom Delivery
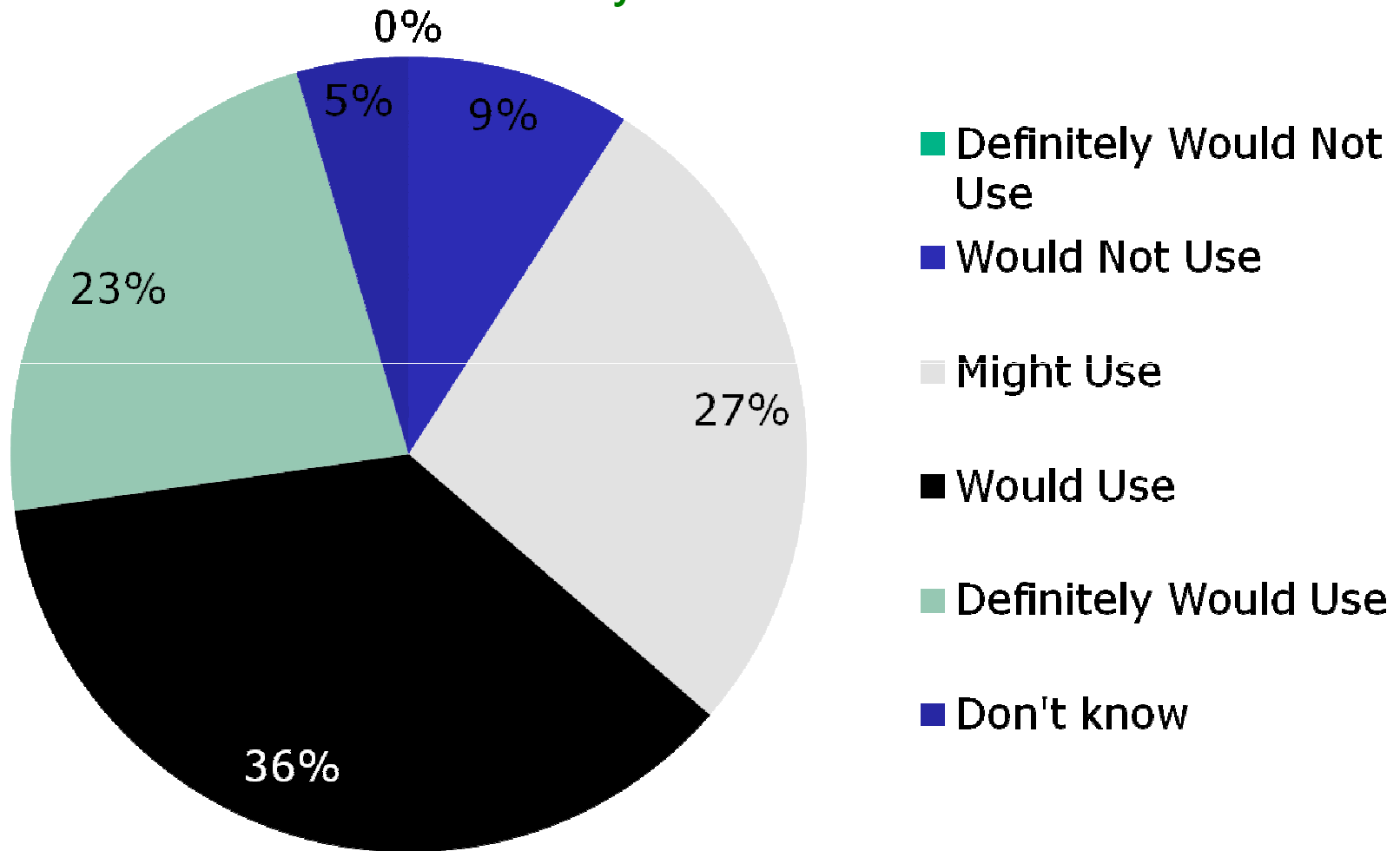
Eclipse Solution Member Survey Results

How strongly do you support the steps the Foundation is taking to expand the way that Eclipse software can be configured and installed using the "Strategic Member Custom Delivery Installer Program"?

- **Strongly Don't Support**
- **Don't Support**
- **Neutral**
- **Support**
- **Strongly Support**
- **Don't Know**

How strongly do you support limiting participation in this program to only Strategic Members?

0% 0%

24%

35%

41%

- Don't Support
- Neutral
  Support
- Strongly Support
- Don't Know

Would your company consider using the "Custom Delivery Installer" if it were available to you?

Pie chart:
- 0% (dark blue)
- 5% (teal - Definitely Would Not Use)
- 9% (blue - Would Not Use)
- 27% (light gray - Might Use)
- 36% (black - Would Use)
- 23% (light green - Definitely Would Use)

Legend:
- Definitely Would Not Use
- Would Not Use
- Might Use
- Would Use
- Definitely Would Use
- Don't know

Additional Comments

- It feels natural to limit companies that provide plugins. However use should not be limited, then the strategic members will not sell so much. I am not clear if you aim to restrict both. Users need to be able to include any features (such as private libraries) for this to be attractive.
- I can see that this would be attractive for strategic members, since it would help promote their eclipse based products.
- This would really help us.
- This Custom Installer won't work. People simply don't have the time to figure out which plugins they need. Stick to a few predefined packaging options, making sure one of them includes just the basics, and another includes everything. Then let the members offer their enhanced variants of the options relevant to them. In other words, the visitor must be able to make a decision in seconds: "This is for Java development, okay, hmm, this company offers some nice enhancements, I think I'll give it a shot," that's it. Please save visitors time.
- Perhaps, it could be possible to display Strategic AND Solution content but using different ways : Strategic content will be highlighted or something like that.

ember

Eclipse Summit Europe 2008 Update

Bjorn Freeman-Benson
September 3, 2008

Content

- **Keynotes chosen[1]**
  (David Wong, Dave Thomas)

Program Committee:
Cedric Brun, OBEO
Hendrik Hoefer, Microdoc
Jeff McAffer, Code 9
Daniel Megert, IBM
Ralph Müller, Eclipse Foundation
Juergen Wiesmaier, compeople

- **Submissions closed on September 1st:**
  - ~210 submissions for 60 slots (36 long, 24 short)
- **Full symposia/workshop program**
- **Program committee is on schedule to finalize program by Monday, September 15th**

[1] planned for July 15th but delayed, now completed Sep 1st
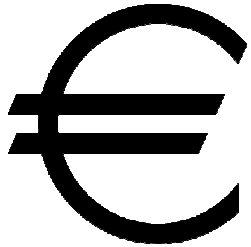
Sponsorship

- Earlier recruitment launch. Self selection tool.

- Already at 87% of goal (27 sponsors)

- Sponsorships:
  Ralph Mueller
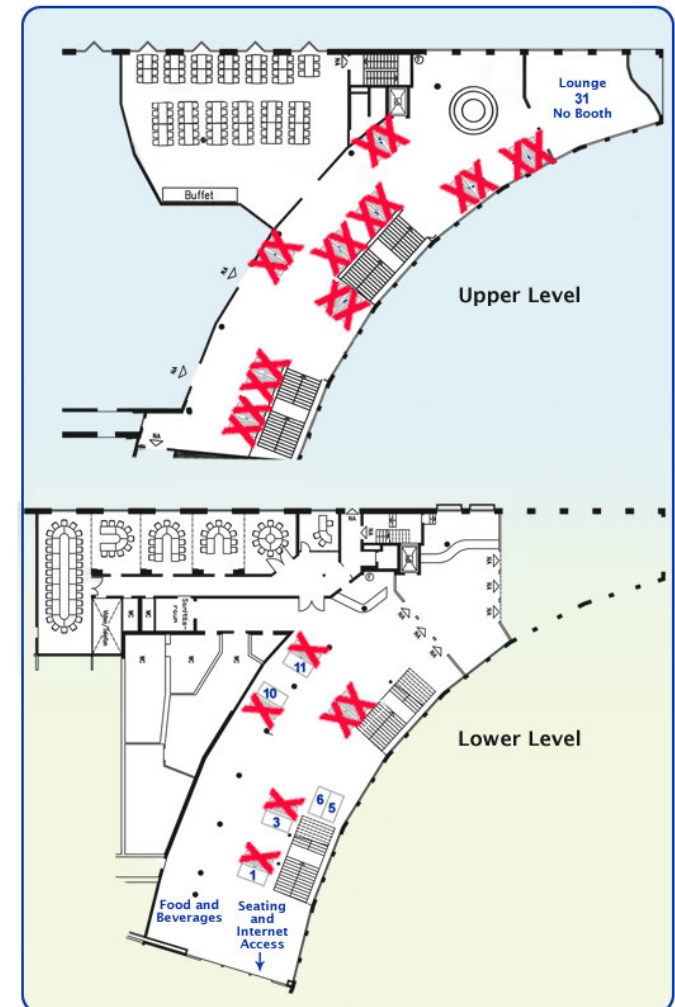
Operations

- All is well.
- Registration is (just) open.

- We're ahead of last year's registration curve, but we're talking less than a dozen people, so the stats are basically noise at this point.
  - The big push for registration starts after the program grid is live on the website – September 16th at T-8 weeks.

- Cool new operations feature: the staff and all of our contractors are using Eclipse Mylyn to coordinate and track all tasks.

- EC and ESE project manager: Anne Jacko

Registration

- "All Access Pass" Pricing

- €450

- Alumni discount: 15%
- Member discount: 15%

- It might rain in November in Germany, but it's going to be another good conference from Ralph and the gang...

eclipse Summit
November 19th - 20th
Forum am Schlosspark
Ludwigsburg

EclipseCon 2009 Update

Bjorn Freeman-Benson
September 3, 2008

We're Staying Successful

- "All Access Pass" Pricing

- Discounts (alumni 15%, members 15%, gold 20%, group call%)

- Bronze, Silver, and Gold Sponsorships
- Lounges, Developer Days, Feedback sponsorship, …

- OSGi DevCon co-located
- Linux DevCon co-located

- And we're budgeting for a modest profit with plenty of decision points to accommodate financial uncertainty

We're Changing For The Better

- More "green" than before
- More social networking ice breakers (e.g., the successful poker cards game from last year)
- More lounges and "camps" and informal sessions

- Even more mixing of the sponsors throughout the conference.
  - A careful balance on the side of "Eclipse ecosystem includes both free open source and high value commercial items". We've done a good job so far and we're continuing to follow the lead of the overall community in this mix and merge effort.

- The nerd note: more technology:
  - SMS instant +1/-1 feedback on sessions
  - Referral gifts for bringing new attendees
  - Shopping cart website to help with room allocation
  - …

We're Going For Quality Content

- Program Chair Scott Rosenbaum, Innovent

- Reducing the number of sessions slightly and increasing the quality of the sessions

- We have lots of breadth, now the key is to choose people who present well and to work with them to create "you had to be there" moments.
- "Main Stage" for "four star presentations, but not quite keynotes"
- Short talks are grouped, almost panel like, by moderators
- All keynotes are being done in pairs:
  two speakers, two sides, one topic.

We're Going To Top Ourselves Again!

- EclipseCon 2009 is going to be, once again, the best conference yet
    - People are going to be talking about this one for years.

- 2005 was "we're here"
- 2006 was "we're growing"
- 2007 was "we have breadth"
- 2008 was "we have breadth and depth"
- 2009 will be "all that and 'you had to be there' quality"

eclipseCON™ 2009

Mar. 23rd - 26th
Santa Clara
California

Register at:
eclipsecon.org

Project Update

Bjorn Freeman-Benson
September 3, 2008

Project Changes

- Ganymede Simultaneous Release – released!

- DSDP ◆ Embedded Rich Client Platform - 1.2
- WTP ◆ Webtools XSL Tools Component - Pre-1.0 Release
- Technology ◆ Subversive - 0.7
- Technology ◆ The Eclipse Process Framework Project - 1.5

- Modeling ◆ Model Driven Development Integration - terminated
- Modeling ◆ MDT EODM - Termination Release Review scheduled
- Modeling ◆ MDT OCL - Termination Release Review scheduled
- Tools ◆ COBOL - Termination Release Review scheduled
- Technology ◆ VPP - proposal withdrawn
- Technology ◆ Kepler - terminated
- Technology ◆ Dash - Eclipse Monkey - terminated

- Technology ◆ GEF3D - Creation Review scheduled
- Technology ◆ Java 2 CSharp Translator - proposal posted
- Technology ◆ Cloudfree - proposal posted

http://www.eclipse.org/projects/quarterly-project-changes-report.php
http://www.eclipse.org/projects/reviews-rss.php

Roadmap Process

- Project Plans from projects, due September 30th
  - 2 projects have valid XML format plans
  - 10 projects have some XML but it's not valid
  - 69 projects have a plan of some sort of unknown date (html or wiki)
- Following step: PMCs to review plans, due October 31st
- Themes & Priorities
  - The Requirements Council has not made any progress on the Themes & Priorities.

or Q3/ 2008

Eclipse Live Webinars

Project	Registered	Attended	Views
P2	178	137	377
Equinox Security	79	32	106
RCP UI	118	59	276
RCP Applications	120	60	119

Eclipse Training Series

- New series to run from Nov. 3 – Dec 13

- Expanded to include four courses: Basic and Advanced RCP, Equinox and Modeling.

- Classes offered in 31 cities, including India and China

- 14 Eclipse Members participating, including:
  - ANCIT Consulting
  - Anyware Technologies
  - AvantSoft (Eclipse University)
  - Chris Aniszczyk
  - Gerhardt Informatics
  - Industrial TSI
  - Innoopract
  - itemis
  - Jeff McAffer
  - Obeo
  - The RCP Company
  - Scott Lewis
  - Soyatec
  - WeigleWilczek.

Coming Up

- Marketing Eclipse Summit Europe

- Eclipse Marketing Symposium in October

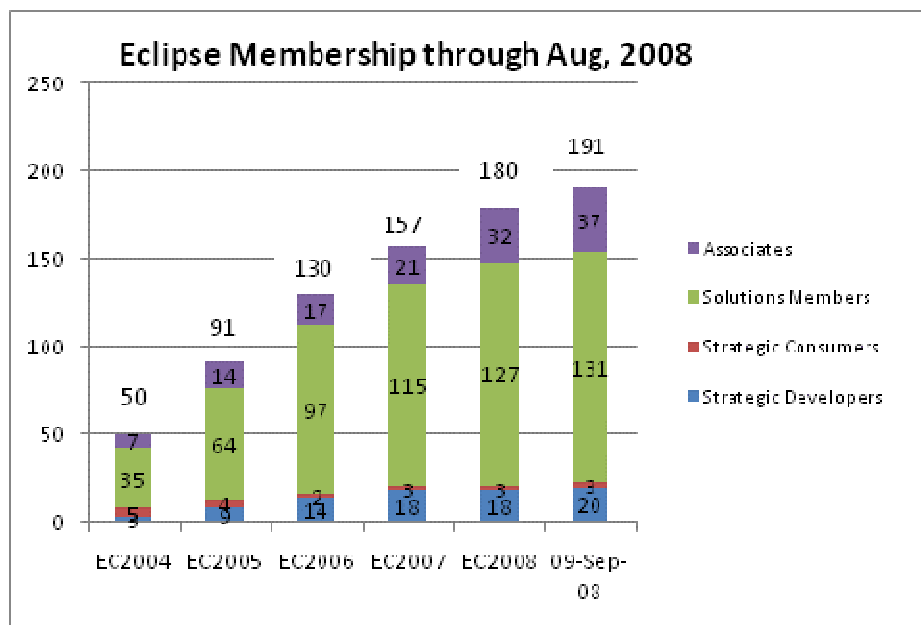- Eclipse Demo Camps in November

The Members of Eclipse

- 191 members as of September 9, 2008
  - 23 Strategic Members

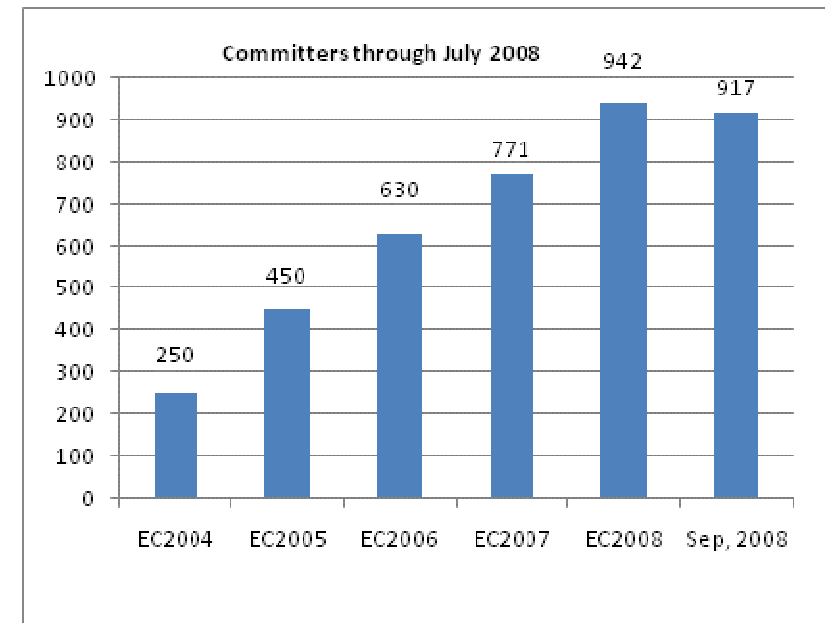- 917 committers, representing 50+ organizations

Strategic Members

2

Eclipse Momentum

Members

Committers

# of members and committers as of EclipseCon each year.

Welcome to New Members Since June, 2008

- **Strategic Developers**
    - Sonatype
    - Genuitec

- **Associate Members**
    - DFKI
    - OSGi Alliance
    - CEA Saclay

- **Add-in Providers**
    - Zensar Technologies (India)
    - ZFI
    - Excelsior LLP
    - Netfective
    - NEUXO
    - Soyatec
    - instinctools GmbH
    - Bluenog

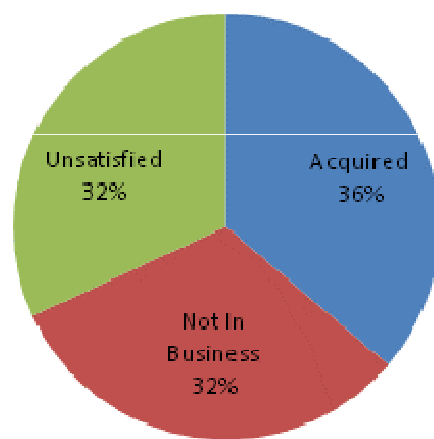# Attrition Information Since June, 2008

- mValent – lack of interest
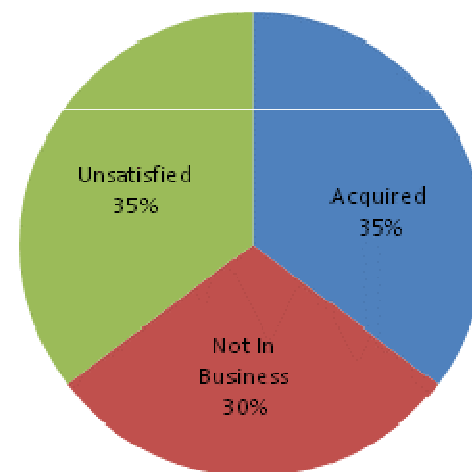- CapeClear acquired by Workday

Members Not Renewing Stats

Members Not Renewing (All Time)

- Acquired 36%
- Not In Business 32%
- Unsatisfied 32%

(n=69). Jan 2003-Sep 2008.

Members Not Renewing (Past Year)

- Acquired 35%
- Not In Business 30%
- Unsatisfied 35%

(n=17). Sep 2007 - Sep 2008.