



Open eHealth

Open eHealth Foundation
Industriestrasse 41
69190 Walldorf, Germany
www.openehealth.org

Committer Agreement

THIS COMMITTER AGREEMENT (THE “AGREEMENT”) is entered into as of the ___ day of _____, 200_ (the “Effective Date”) by and between the

Open eHealth Foundation (“Foundation”), a Delaware nonprofit corporation,

and _____ (“Committer”)

an individual listed in the Foundation Committer Database who has been approved to be a committer as further described herein.

INTRODUCTION

Individuals who give frequent and valuable contributions to an Open eHealth Foundation development project, or component of a project (in the case of large projects), can have their status promoted to that of a “committer” for that associated project respectively. A committer has write access to the source code repository for the associated project, or to other content on the Open eHealth Foundation website. In order for an individual to become a committer, another committer for the project or a member of the Board, of the Foundation must nominate that individual. Once an individual is nominated, the Board of the Foundation will approve the nomination during its next regular meeting. When a new project is started, the responsible corresponding Project Chairman will nominate an initial set of committers for approval by the Board. Becoming a committer is a privilege that is earned by contributing and showing discipline and good judgment. It is a responsibility that should be neither given nor taken lightly. By executing this Agreement, Committer agrees that:

- (a) he or she has reviewed this Agreement,
- (b) he or she shall comply with all obligations that result from being a committer, and
- (c) he or she shall be entitled to enjoy the rights of a committer, subject to the terms hereof.
- (d) he or she has signed the Contributor Agreement of the Foundation in its actual version

1 COMMITTER RIGHTS AND OBLIGATIONS

1.1 Compliance with Bylaws. Committer agrees to abide by the Bylaws of Open eHealth Foundation as may be amended from time to time, which is hereby incorporated herein by reference. Possible future changes of the bylaws will be communicated in due time (approx. two weeks before the change of the bylaws takes effect) to all committers via e-mail.

1.2 Compliance with Policies and Guidelines. Committer agrees to abide by the IP Policy and Committer Guidelines and any and all additional policies, guidelines and procedures adopted by Open eHealth Foundation, as may be amended from time to time, which are hereby incorporated herein by reference.



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Possible future changes of the Policies and Guidelines will be communicated in due time (approx. two weeks before the changes take effect) to all committers via e-mail.

1.3 Compliance with the Public License. Committer represents that he or she has reviewed and understands the terms and conditions of the Apache Software License Version 2.0 (ASL2) as set out in the Terms of Use.

Committer agrees that the ASL2 as set out in the Terms of Use will serve as both the general contribution license for Open eHealth Foundation as well as the distribution license, unless otherwise agreed to in accordance with the Bylaws and IP Policy.

1.4 Committer Contact Information. Committers shall promptly inform Open eHealth Foundation of any change in the information provided in this form, including without limitation address, other contact information and any change in employment or independent contractor status, as well as the change in employer or third party to whom services are being provided. Committer shall, upon Open eHealth Foundation' request, confirm the currency of all information provided by this form.

1.5 Committer's rights. Committers working on content in the Open eHealth Foundation repositories will be granted commit rights to specific project directories and/or files in the repository. Committers working on content on the Open eHealth Foundation web site may be granted access to specific web site directories and/or files. Committers may also be granted other rights necessary to administrate and manage projects such as mailing list administration, Bugtracking administration, etc. Open eHealth Foundation will have complete control and discretion over which capabilities are assigned to a Committer account, and may terminate or temporarily disable Committer access for any reason at any time.

1.7 Treatment of Account. Each Committer shall maintain the strict confidentiality of his or her passwords issued by Open eHealth Foundation ("Password") and shall not allow any other individual or entity to use his or her username or Password. Should a Committer become aware of any such use, Committer shall notify Open eHealth Foundation immediately by sending an e-mail to coo@openehealth.org, or such other email address as may be designated by Open eHealth Foundation from time to time. Until a Committer has provided such notice to Open eHealth Foundation, such Committer shall be presumed to have taken and shall be fully responsible for all actions made through its username and Password., unless he or she is able to proof that the action in question was committed by a third party.

2 TERM AND TERMINATION

2.1 Term. The term of this Agreement shall begin on the Effective Date and shall continue until terminated by either party, with or without cause, by written notice to the other party. The termination of the Agreement takes legal effect two weeks after the respective termination notice was served to the other party. The notice shall be deemed served when sent; provided, however, that it shall be given by overnight courier service or certified mail, return receipt requested.



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3 GENERAL

3.1 No Other Licenses. By executing this Agreement, Committer neither grants nor receives, by implication, estoppels, or otherwise, any rights under any copyright, patents or other intellectual property rights of Open eHealth Foundation or any Member.

3.2 Limitation of Liability. IT IS THE EXPECTATION OF OPEN EHEALTH FOUNDATION AND ITS MEMBERS THAT COMMITTER WILL MEET COMMITTER'S OBLIGATIONS, AND NOT EXCEED THE SCOPE OF HIS OR HER AUTHORITY, AS SET FORTH IN THIS AGREEMENT. NOTWITHSTANDING THE PRECEDING SENTENCE, IN NO EVENT WILL EITHER OPEN EHEALTH FOUNDATION, ITS MEMBERS OR COMMITTER BE LIABLE TO EACH OTHER OR ANY MEMBER OR THIRD PARTY UNDER THIS AGREEMENT FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOST REVENUE, LOST SALES, LOSS OF USE, LOSS OF DATA OR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

3.3 Governing Law. This Agreement shall be construed and controlled by the laws of the State of Delaware without reference to conflict of laws principles.

3.4 Notices. All notices or other communications to or upon any party shall be delivered to or at the addresses set forth on the signature page(s) hereto. For purposes of this Section, notice can include notice by written mail, electronic mail or by facsimile and shall be deemed served when sent; provided, however, that notice of a breach of this Agreement and notice of termination of this Agreement shall be given by overnight courier service or certified mail, return receipt requested. Either party may give written notice of a change of address and, after notice of such change has been received, any notice or request shall thereafter be given to such party at such changed address.

3.5 Complete Agreement; No Waiver. Except with respect to the Bylaws of Open eHealth Foundation, the IP Policy, the ASL2, and any other policies, guidelines and procedures that may be adopted by Open eHealth Foundation, from time to time, in accordance with the Bylaws, this Agreement, including all attachments, sets forth the entire understanding of Open eHealth Foundation, and the Committer with respect to the subject matter hereof and supersedes all prior agreements and understandings relating hereto, unless otherwise stated in this Agreement. The waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.

3.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but collectively shall constitute one and the same instrument.

3.7 Compliance with Laws. Anything contained in this Agreement to the contrary notwithstanding, the obligations of Open eHealth Foundation and Committer shall be subject to all laws, present and future, of any government having jurisdiction over Open eHealth Foundation or Committer including, without limitation, all export and re-export laws and regulations. It is the intention of Open eHealth Foundation and



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Committee that this Agreement and all referenced documents shall comply with all applicable laws and regulations.

3.8 Independent Contractors. The relationship of Open eHealth Foundation with respect to Committee established by this Agreement is that of independent contractors. This Agreement does not give either party the power to direct and control the day to day activities of the other, constitute the parties as partners, joint venturers, co-owners, principal-agent or otherwise participants in a joint or common undertaking, or, except as expressly provided herein, allow either party to create or assume any obligation on behalf of the other for any purpose whatsoever.

In witness of this Agreement, Open eHealth Foundation and Committee have executed this Agreement below,

Open eHealth Foundation

Notice Information

Signature:	_____	Address:	Open eHealth Foundation Industriestrasse 41 69190 Walldorf, Germany
Name (Printed):	_____	eMail:	_____
Title:	_____		president@openehealth.org
Date:	_____		_____

Committee:

Notice Information

Signature:	_____	Address:	_____
Name (Printed):	_____		_____
Title:	_____	Telephone:	_____
Date:	_____	Fax:	_____
		eMail:	_____