

OPEN HEALTH TOOLS

INDIVIDUAL COMMITTER AGREEMENT

THIS INDIVIDUAL COMMITTER AGREEMENT (THE “AGREEMENT”) is entered into as of the ___ day of _____, 200_ (the “Effective Date”) by and between Open Health Tools Inc. (“Open Health Tools”), a Colorado nonprofit corporation, and _____ (“Committer”) an individual listed in Open Health Tools’ 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 Health Tools 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 project or component respectively, in accordance with the project’s corresponding charter. A committer has write access to the source code repository for the associated project (or component), or to other content on the Open Health Tools website. In order for an individual to become a committer, another committer for the project (or component) must nominate that individual. Once an individual is nominated, the existing committers for the project (or component) will vote using the process and rules determined by each Project Charter and administered by the Project Management Committee (“PMC”). When a new project is started, the responsible corresponding Project Lead will nominate an initial set of committers for approval by the Chief Technical Officer. 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.

1 COMMITTER RIGHTS AND OBLIGATIONS

1.1 Compliance with Bylaws. Committer agrees to abide by the Bylaws of Open Health Tools as may be amended from time to time, which is hereby incorporated herein by reference.

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 Health Tools, as may be amended from time to time, which are hereby incorporated herein by reference.

1.3 Compliance with the Eclipse Public License. Committer represents that he or she has reviewed and understands the terms and conditions of the Eclipse Public License (“EPL”) as set out in the Terms of Use. Committer agrees that the EPL as set out in the Terms of Use will serve as both the general contribution license for Open Health

Tools as well as the distribution license, unless otherwise agreed to in accordance with the Bylaws and IP Policy.

1.4 Committer Questionnaire. Committers shall complete and submit to Open Health Tools the Committer Questionnaire.

1.5 Open Health Tools Committer Employer Consent Form. If Committer is employed or is otherwise performing services for a third party as an independent contractor, Committer shall have an authorized representative of such employer sign and submit directly to Open Health Tools the Committer Employer Consent Form provided by Open Health Tools.

1.6 Committer Contact Information. Committers shall promptly inform Open Health Tools of any change in the information provided on the Individual Committer Questionnaire, 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 Health Tools' request, confirm the currency of all information provided in the Individual Committer Questionnaire.

1.7 Committer's rights. Committers working on content in the Open Health Tools repositories may be granted commit rights to specific project directories and/or files in the repository. Committers working on content on the Open Health Tools 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, Bugzilla administration, etc. Open Health Tools 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.

1.8 Treatment of Account. Each Committer shall maintain the strict confidentiality of his or her passwords issued by Open Health Tools ("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 Health Tools immediately by sending an e-mail to oh-t-mo@openhealthtools.org, or such other e-mail address as may be designated by Open Health Tools from time to time. Until a Committer has provided such notice to Open Health Tools, such Committer shall be presumed to have taken and shall be fully responsible for all actions made through its username and Password.

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.

3 GENERAL

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

3.2 Limitation of Liability. IT IS THE EXPECTATION OF OPEN HEALTH TOOLS 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 HEALTH TOOLS, 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 New York 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 Health Tools, the IP Policy, the EPL, Open Health Tools' Antitrust Policy, and any other policies, guidelines and procedures that may be adopted by Open Health Tools, from time to time, in accordance with the Bylaws, this Agreement, including all attachments, sets forth the entire understanding of Open Health Tools, 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 Health Tools and Committer shall be subject to all laws, present and future, of any government having jurisdiction over Open Health Tools or Committer including, without limitation, all export and re-export laws and regulations. It is the intention of Open Health Tools and Committer that this Agreement and all referenced documents shall comply with all applicable laws and regulations.

3.8 Independent Contractors. The relationship of Open Health Tools with respect to Committer 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 venturer, 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 Health Tools and Committer have executed this Agreement below,

Open Health Tools

Open Health Tools
By: _____
Name: _____
Title: _____
Date: _____

Notice Information

Address: c/o Open Health Tools
PO Box 258
825C Merrimon Ave
Asheville NC, 28804
USA
Attention: Committer Records
Telephone: +1 828-225-1890
Fax: +1 828-707-9508
email: oh-t-mo@openhealthtools.org

Committer:

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

Notice Information

Address: _____
Attention: _____
Telephone: _____
Fax: _____
email: _____