

Eclipse Foundation

Hosted Services Privacy and Acceptable Usage Policy

Version 1.1

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The [Eclipse Foundation Website Privacy Policy](#) (“Privacy Policy”) is the Eclipse Foundation’s commitment to meet our privacy obligations. In turn, this Eclipse Foundation Hosted Services Privacy and Acceptable Usage Policy (the “Policy”) describes your responsibilities associated with ensuring that any Service that the Eclipse Foundation either hosts or supports on your behalf or on behalf of your community conforms to the Privacy Policy.

Definitions

- The Eclipse Group (as defined in the Privacy Policy section “Who We Are”; alternatively, “Us”, “Our”, or “We”) acts as the steward of open source projects, industry collaborations including working groups and interest groups, community, and ecosystem.
- Service: Any system or service hosted, funded, or supported by the Eclipse Foundation and operated by one or more Service Operators. Services also include domains, subdomains, servers, Project and Industry Collaboration websites, sandboxes, website analytics, and third-party tools (e.g., Survey Monkey, Google Analytics, Netlify).
- Project: A Project is the main operational unit for open source software development at the Eclipse Foundation.
- Service Operator: Individuals other than Eclipse Foundation staff who have agreed to participate in the operation of a Service. Service Operators are responsible for managing and overseeing these Services and ensure compliance with all applicable Eclipse Foundation policies including this Policy.
- Industry Collaboration: Open and vendor-neutral groups for Eclipse Foundation Member organisations to collaborate under vendor neutral governance. Industry Collaborations include both Eclipse Interest Groups and Eclipse Working Groups.
- Cookie Consent Banner: The standardised notification mechanism used by the Eclipse Foundation to inform users about data collection practices and to obtain their consent, ensuring compliance with global data privacy regulations.

Intent

The Eclipse Group offers Services management to its Projects and Industry Collaborations as a service to our community. When these Services are managed by Service Operators, we want to ensure that all Services meet our standards of privacy and transparency, and that any collected data is used strictly in compliance with data privacy regulations and in support of the activities of our Projects and/or Industry Collaborations. This Policy provides guidelines to Service Operators on how to meet these standards.

By agreeing to participate in the operation of a Service, which makes you a Service Operator, you agree to adhere to this Policy.

Basic Requirements

As a Service Operator, you and any other Service Operators associated with your Service must ensure that the Services you maintain adhere to the following requirements:

- 1) All Services, with the exception of Project websites hosted under the eclipse.dev domain must seek formal approval from the Eclipse Group by creating an [issue](#) before they can start to operate.
- 2) All web pages related to the operation of the Service must have a footer that prominently contains at least the following:
 1. The Eclipse Foundation copyright notice:
 - a. Copyright © Eclipse Foundation AISBL. All Rights Reserved.
 2. The following set of links:
 - a. Main Eclipse Foundation website (<https://www.eclipse.org>)
 - b. Privacy Policy (<https://www.eclipse.org/legal/privacy/>)
 - c. Website Terms of Use (<https://www.eclipse.org/legal/terms-of-use/>)
 - d. Compliance (<https://www.eclipse.org/legal/compliance/>)
 - e. Legal (<https://www.eclipse.org/legal/>)
- 3) The approved tools you may use for collecting website statistics are maintained in *Appendix A*. We will update the list from time to time and will notify the community when we update the list of approved tools. The use of any other tool requires explicit consent from the Eclipse Group, which can be requested by contacting privacy@eclipse.org. When using any analytics tools, you must ensure the following:
 1. Data Access:
 - If the Service is on behalf of a Project, all Committers must have equal access to the data collected upon request.

- If the Service is on behalf of an Industry Collaboration, all Members of the Industry Collaboration must have equal access to the data collected upon request.
 - In all cases Service Operators must ensure, if and when requested, that the Eclipse Group itself has access to the data collected
2. User Consent:
- Before any website analytics data is collected, users must be clearly informed, and their explicit and freely given consent must be obtained using the Eclipse Foundation Cookie Consent Banner, which must include a link to our Privacy Policy.
3. IP Anonymisation:
- Service Operators must activate and use all available IP anonymisation features provided by the analytics platforms.
 - Service Operators must ensure that no Personal Information (PI) is transmitted to the analytics platforms.
4. Terms of Service Compliance:
- Your Service must comply with both the Terms of Service of the analytics platform being used and the Eclipse Foundation's [Terms of Use](#).
- 4) A Service Operator embedding third-party widgets on their web pages must ensure that these widgets do not contain tracking cookies. If this is not possible, the widgets must not be loaded until the user accepts the Eclipse Foundation Cookie Consent Banner. The list of approved domains that we allow content embedding from is maintained in *Appendix B*. The use of any other tool requires explicit consent from the Eclipse Foundation, which can be requested by contacting privacy@eclipse.org.
- 5) Ensure web pages related to the Services offered are fully compliant with the Privacy Policy. This includes reviewing and updating the Service within 30 days of each time the Privacy Policy is updated; the Eclipse Foundation posts notices on the www.eclipse.org homepage for 30 days whenever an update was made.

Personal Information (PI)

In addition, if your Service collects any Personal Information (PI), as described in the Privacy Policy, then in addition to the above you must also adhere to the following requirements:

- 1) Collect only as much information as required to process the user's request and securely dispose of it when no longer required.

- 2) If your Service wishes to implement user authentication, it must use the Eclipse Foundation OpenID Connect service. This requires [submitting a request](#) to obtain a client ID and secret, which will allow Eclipse users to log into all our hosted Services with their Eclipse account. Your Service may not use any other user authentication process without the express consent of the Eclipse Foundation, which can be requested by contacting privacy@eclipse.org.
- 3) If your Service stores PI such as a username or email addresses, Service Operators must first obtain approval from the Eclipse Foundation by creating an [issue](#). Once approved, Service Operators will be subscribed to eclipse.org-gdpr@eclipse.org and must adhere to the following responsibilities:
 1. Respond to mailing list requests within 30 days to delete or provide data associated with a specific user.
 2. Ensure any logs you maintain do not store PI, including IP addresses, longer than allowed by the Privacy Policy.

Service Operators may only begin collecting PI after explicit approval from the Eclipse Group.

- 4) Service Operators of any Service that stores PI (with the exception of IP addresses only) are required to produce a Data Protection Impact Assessment (DPIA) for the respective Service/s, describing what kinds of PI will be collected, for what purposes, for how long the PI data is retained, and what process is used to delete the data after this retention period. The Eclipse Group reserves the right to review your DPIA upon request. Further, if you want to retain PI for longer than as described in the Eclipse Privacy Policy, you must share your DPIA via an [issue](#). Your DPIA must indicate how long you plan to keep the PI data you have collected and why you need to keep them that long. The Eclipse Group reserves the right to deny you permission to retain PI longer than as specified in our Privacy Policy, and if this occurs, you agree to modify your Service to meet the requirements of the Privacy Policy. You agree to update your DPIA as your Services evolve. For more information on how to meet this requirement, please contact privacy@eclipse.org.
- 5) Take reasonable security precautions to prevent unauthorised access to the stored PI. In accordance with the [Eclipse Foundation Security Policy](#), you also agree to:
 1. promptly notify the Eclipse Foundation's Security Team at security@eclipse-foundation.org if you suspect a breach or detect an actual security breach;
 2. include the nature and scope of the breach, and any remedial action that has already been taken, or is planned to be taken; and work with the Eclipse

Foundation's Security Team in taking whatever remedial action is identified in association with the breach.

- 6) If you are modifying your Service such that it is about to collect PI, you must disclose this to the Eclipse Group, and describe how your Service will adhere to this Policy. This is done by creating an [issue](#) where you must acknowledge reading and understanding this Policy. If you previously shared with us your DPIA and we requested a copy of it, you must share any updates with us by uploading the new version on the issue.

Audit and Termination Rights

The Eclipse Group reserves the right to audit the use of any approved analytics tool and the data collected, as well as any virtual server or other Service covered by this Policy.

Service Operators must, when requested, assist the Eclipse Foundation in conducting these audits and adjust their analytical tooling or server configuration as needed. The Eclipse Foundation IT team must be granted access for auditing purposes upon request.

The Eclipse Group reserves the right to decide to terminate your Service if it fails to meet any of the requirements of this Policy; in turn, you agree to terminate the Service within 30 days if requested.

Appendix A: Approved Tools for Collecting Website Statistics and Embedding Content

- analytics.google.com
- counter.dev
- umami.is

Appendix B: Approved Domains for Embedding Content

- analytics.google.com
- calendar.google.com
- cdn.counter.dev
- googletagmanager.com
- cloud.umami.is
- youtube-nocookie.com

Note: These lists may be updated from time to time.