



May 9, 2014

Dear Outreach Program for Women Participant:

Congratulations on your acceptance to GNOME's Outreach Program for Women! This letter will confirm the agreement between you and the GNOME Foundation ("GNOME") concerning your participation in the GNOME Outreach Program for Women internships (the "Program"). In this agreement, the terms "you" and "your" means you, a person who has been accepted to the GNOME outreach program for women subject to this agreement, and who is agreeing to be bound by this agreement. "GNOME" refers to the GNOME Foundation, with a principal place of business in California.

**The Project.** You agree to perform the Project as set out in the Program Application you submitted to GNOME (the "Application"). Your project should be your primary focus during the duration of the Program and you should dedicate 40 hours per week to it. From time to time, you will deliver work product related to your Project ("Project Work Product") to your Participating Organization (as set out in the Application) through your Volunteer Mentor or Volunteer Mentors (if applicable, together referred to herein as the "Volunteer Mentor") (as set out in the Application) or otherwise. Please discuss with your Volunteer Mentor any adjustments that need to be made to your Project Work Product goals based on your progress with the project, interests, and current goals of the project team. While you retain any copyright or patent rights in the Project, you hereby license all submissions related to the Project under a license that is (i) approved by your Participating Organization, (ii) a Free Software license as designated by the Free Software Foundation, and (iii) an Open Source license as approved by the Open Source Initiative.

Additionally, you agree to blog at least once every two weeks about your work. You hereby license each blog under the Creative Commons Attribution-ShareAlike 3.0 Unported License or the Creative Commons Attribution 3.0 Unported License, and agree that it may be included on any site that aggregates blog posts of organization contributors, including the "Women in Free Software" aggregation that can be found at <http://planetaria.org/wfs>.

You hereby represent, warrant and agree that all Project Work Product, blogs, and other work you complete related to the project: (a) are your own original, previously unpublished and unproduced work; (b) are not submitted in violation of any agreement; (c) do not infringe on any copyright, patent, trademark or applicable moral rights of any third party; and (d) do not violate any applicable laws and are not malicious, defamatory, libelous, pornographic, or obscene; (e) do not contain any confidential information.

**Relationship of Parties.** It is expressly agreed that in your performance of the Project you will not be an employee or agent of GNOME. It is also agreed that you shall have no right to make any commitments on behalf of GNOME.

**Stipend.** GNOME will pay you a \$5,500 stipend for the Project in accordance with the following schedule, subject to GNOME's receipt of such funds from the relevant sponsor. Participants will be in good standing if they have used their best efforts to complete their Project Work Product. Whether or not you are in good standing with your Volunteer Mentor is within the sole judgment of that Volunteer

Mentor upon consultation with the Program coordinators. You understand and agree that GNOME does not have the ability to control, direct, or instruct the Volunteer Mentor's judgment regarding your good standing. You may request that the Program coordinators review the Volunteer Mentor's decision.

- **June 2:** \$500 will be sent to you if you have begun your Project.
- **July 7:** \$2,250 will be sent to you if you are in good standing with your Volunteer Mentor
- **August 27:** \$2,750 will be sent to you if your Volunteer Mentor has determined that you have successfully completed your internship.

In addition to being subject to your good standing, payment according to this schedule is subject to the timely receipt of appropriate tax documentation which you will provide to the GNOME as it may request.

### **Taxes, Insurance, Benefits and Business Expenses.**

You shall be solely responsible for any workers' compensation insurance and unemployment insurance and for the withholding and payment of all federal and state income taxes and social security and Medicare taxes and other legally-required payments on sums received from GNOME, including any foreign taxes, that may be required of you. You will also be solely responsible for any comprehensive general liability, automobile and other insurance and assume all risk in connection with the adequacy of any and all such insurance which you elect to obtain.

Neither you nor any dependent or other individual claiming through you will be eligible to participate in, or receive benefits under, any of the employee benefit plans maintained by GNOME. You hereby waive all rights, if any, to participate in, or receive benefits under, any of the GNOME plans. You also agree never to make a claim under any of GNOME's plans and you agree to indemnify and hold GNOME and its plans and all those connected with them harmless from all liabilities and expenses in any way arising out of any such claim by you or by anyone claiming through you.

You shall be solely responsible for all expenses incurred by you in the performance of the Project.

**Warranties.** You hereby represent, warrant, and agree that: (a) you (i) identify as a woman, (ii) were assigned female at birth, or (iii) identify as genderqueer, genderfluid or genderfree regardless of gender presentation ; (b) you are eligible to work in the country in which you will reside throughout the duration of the program; (c) you (i) are not a resident or national of Cuba, Iran, North Korea, Syria, Sudan, or (ii) you have disclosed that you are a resident or national of Iran, North Korea, Syria, or Sudan, participating in the Program to GNOME and are not currently residing in one of these countries; (d) you are not a person or entity restricted by US export controls or sanctions programs; (e) you are or will be 18 years of age or older by May 19, 2014.

**Indemnification.** You shall indemnify, defend, and hold harmless GNOME, its officers, directors, and employees from any and all claims, demands, damages, costs and liabilities, including reasonable attorneys' fees, made by any third party due to or arising out of your gross negligence, recklessness, or intentional wrongdoing, including claims arising out of your participation in the Program; your Project Work Product (including publication of source code) or related correspondence (including with your Volunteer Mentor) or related blogs; or your violation of this Agreement.

**Limitation of Liability.** You understand and agree that GNOME does not and can not control the actions of other participants (including your Volunteer Mentor), and that in no event shall GNOME, its officers, directors, employees, or suppliers be liable for any special, incidental or consequential damages arising out of or in connection with the Program (however arising, including negligence).

In any event, GNOME, its officers, directors, employees, or suppliers will not be liable to you in excess of the Stipend to be paid pursuant to this Agreement, by any reason of act or omission, including breach of contract or negligence not amounting to a willful or intentional wrong. You recognize and agree that without this limitation of liability GNOME would not be able to offer this Program, which furthers GNOME's charitable purposes.

**Termination.** The internship will take place between May 19 and August 18, 2014 and all of the GNOME Foundation's obligations to you will terminate with the final payment on August 27, 2014. This Agreement and your participation may be terminated by GNOME or you at any time, with or without cause, by written notice to the other party. Upon termination of this Agreement, GNOME shall have no further obligation to you, other than for payment in accordance with the Stipend section, above.

**Miscellaneous.**

Choice of Law. Any action related to this Agreement will be governed by laws of the State of Massachusetts (except that body of law controlling conflict of laws). The parties hereby exclusively and irrevocably submit to, and waive any objection against the personal jurisdiction of the United States District Court of Massachusetts, and the State Courts of the State of Massachusetts in Suffolk County.

Assignment. This Agreement shall extend to and shall be binding upon the parties hereto, and their respective successors and assigns; provided however, that because the program is designed in part to help you learn how to apply your skills to Free and Open Source Software you may not assign or delegate this Agreement, or any rights, duties, or obligations without written approval by GNOME.

Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

Entire Agreement. This letter contains the entire agreement between you and GNOME, and replaces all prior agreements, whether written or oral, with respect to the services to be provided by you to the Company and all related matters. This agreement may not be amended or assigned and no breach may be waived unless agreed to in writing by you and GNOME. In accepting this offer, you give GNOME assurance that you have not relied on any agreements or representations, express or implied, that are not set forth expressly in this letter.

If the terms of this letter are acceptable to you, please sign, date, initial each page and and upload it to your profile in the Program's administration system no later than May 19, 2014. At the time you sign and return it, this letter shall take effect as a legally-binding agreement between you and GNOME on the basis set forth above. Please keep a signed, dated, and initialed copy of this letter for your records.

Sincerely,

Andreas Nilsson  
President, GNOME Foundation

Accepted and agreed: \_\_\_\_\_

Date: \_\_\_\_\_