



OUTREACHY INTERNSHIP PROGRAM
Internship Terms of Participation

Last edited - November 21, 2016

Dear Participant:

Congratulations on your acceptance to the Outreachy internship program! These Internship Terms of Participation (“ITOP”) will serve as the agreement between you and Conservancy concerning your participation in the Outreachy internship program (the “Program”). In this agreement, the terms “you” and “your” means you, a person who has been accepted to the Program subject to the ITOP, and who is agreeing to be bound by the ITOP; and “Conservancy” means Software Freedom Conservancy, Inc., a New York non-profit corporation, US 501(c)(3) public charity, and corporate home of the Outreachy Project.

The Project.

You agree to perform the Project as assigned to the Application you submitted to Conservancy (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 (“Project License”).

Additionally, you agree to blog at least once every two weeks about your work. You hereby license each blog entry - and all other documentation you create for this Project - under the Creative Commons Attribution-ShareAlike 4.0 International License, and agree that it may be included on any site that aggregates blog posts of Program participants or Participating Organization contributors.

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- (a) are your own original, previously unpublished and unproduced work, except to the extent that it includes third party source code available for modification and redistribution under a license compatible with the Project License;
- (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;
- (d) do not violate any applicable laws and are not malicious, defamatory, libelous, pornographic, or obscene; and
- (e) do not contain any confidential information.

Your internship and all payments pursuant to this agreement are subject to there being a Volunteer Mentor assigned to your Application, who signs a Volunteer Mentor Agreement with Conservancy. If there is no Volunteer Mentor Agreement received by Conservancy, no payments will be made. Please contact the Participating Organization coordinator if you become aware that your mentor will not enter into this agreement.

Relationship of Parties.

It is expressly agreed that in your performance of the Project you will not be an employee or agent of Conservancy. It is also agreed that you shall have no right to make any commitments on behalf of Conservancy, or act as an agent of Conservancy. You also represent and warrant to Conservancy that neither your execution of this agreement nor your participation in the Program conflicts with any contractual commitment on your part.

Stipend.

Conservancy will pay you a \$5,500 USD stipend (“Stipend”) for the Project in accordance with the following schedule, subject to Conservancy’s receipt of such funds from the relevant sponsor. Conservancy payments are generally paid on a NET-30 basis. Recognizing internship structure of Outreachy, Conservancy will make best efforts to send out payments on the early side of the time intervals specified below. However, depending on the workload Conservancy has, payments might end up being sent on any date in the specified time interval.

- \$500 will be sent to you between December 16, 2016 and January 9, 2017.
- \$2,250 will be sent to you between January 27, 2017 and February 20, 2017 if your Volunteer Mentor confirms to Conservancy by January 20, 2017 that you are in good standing. If Conservancy receives such confirmation late, your payment will be delayed. If such confirmation is not received, you will not receive payment.
- \$2,750 will be sent to you between March 17, 2017 and April 10, 2017 if your Volunteer Mentor confirms to Conservancy by March 10, 2017 that you successfully completed your internship. If Conservancy receives such confirmation late, your payment will be delayed. If such confirmation is not received, you will not receive payment.

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 Conservancy 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.

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 Conservancy as we 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 Conservancy, 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 Conservancy. You hereby waive all rights, if any, to participate in, or receive benefits under, any of Conservancy's plans. You also agree never to make a claim under any of Conservancy's plans and you agree to indemnify and hold Conservancy 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.

It is also agreed that Conservancy shall have no obligation whatsoever to compensate you on account of any damages or injuries that you may sustain as a result or in the course of the participation in the Program, except for any damages or injuries sustained by you that result from any negligence by Conservancy.

Warranties.

You hereby represent, warrant, and agree that:

- (a) (i) you identify as a woman, trans man, or genderqueer person (including genderfluid or genderfree) or (ii) you are a resident or national of the United States of any gender who is Black/African American, Hispanic/Latin@, American Indian, Alaska Native, Native Hawaiian, or Pacific Islander;
- (b) you are eligible to work in the country or countries in which you will reside throughout the duration of the program;

- (c) you (i) are not a resident of Crimea, or a resident or national of Cuba, Iran, North Korea, Syria, Sudan, or (ii) you have disclosed that you are a national of Iran, North Korea, Syria, or Sudan, participating in the Program to Conservancy 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 December 6, 2016;
- (f) the contents of your Application - including your stated availability and time commitment to participate in the Program - are truthful and accurate.

Indemnification.

You shall indemnify, defend, and hold harmless Conservancy, 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 Conservancy does not and can not control the actions of other participants (including your Volunteer Mentor), and that in no event shall Conservancy, 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, Conservancy, 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 Conservancy would not be able to offer this Program, which furthers Conservancy's charitable purposes.

Termination.

The internship will take place between December 6, 2016 and March 6, 2017. In exceptional situations, your internship can be extended for up to five weeks, provided that both you and your Volunteer Mentor send a written request for an extension specifying a new end date to the Outreachy Project's leadership committee, operating under Conservancy's auspices, and that the Outreachy Project's leadership committee provides written approval. Notwithstanding the foregoing, all of Conservancy's obligations to you will terminate with the **earlier** of issuance of the third and final stipend payment -or- Conservancy receiving confirmation from your Volunteer Mentor that you have completed your internship, but have failed to perform at a satisfactory level.

This Agreement and your participation may be terminated by Conservancy or you

at any time, with or without cause, by written notice to the other party. Upon termination of this Agreement, Conservancy 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 New York (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 Southern District of New York, and the State Courts of the State of New York in Kings 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 Conservancy.

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 render unenforceable such provision in any other jurisdiction.

Entire Agreement. These ITOP contain the entire agreement between you and Conservancy, and replace all prior agreements, whether written or oral, with respect to the Program 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 Conservancy. In accepting this offer, you give Conservancy assurance that you have not relied on any agreements or representations, express or implied, that are not set forth expressly in these ITOP.

If the ITOP are acceptable to you, please click on the “Accept Agreement” button below. At the time you do that, these ITOP shall take effect as a legally-binding agreement between you and Conservancy on the basis set forth above. Please download a copy of this agreement for your records.