



**OUTREACHY INTERNSHIP PROGRAM  
Mentorship Terms of Participation**

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**Dear Mentor:**

Thank you for agreeing to be a volunteer mentor for the Outreachy internship program! These Mentorship Terms of Participation (“MTOp”) 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 agreed to be a Volunteer Mentor for the Program subject to MTOp, and who is agreeing to be bound by the MTOp; 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.

**Mentoring Activities.**

In consideration for your participation in the Program, which serves a charitable purpose, you agree to act as Volunteer Mentor to one or more interns participating in the Program (“Intern”) in completion of the Project as set out in the Program application which each Intern submitted to Conservancy and you have set yourself as mentor for (the “Program Application”). As Volunteer Mentor, you agree to (1) respond constructively and within a reasonable time to mentee correspondence and (2) provide updates from time to time to the Outreachy Project regarding whether the Intern is in good standing (collectively, “Mentoring Activities”).

**Relationship of Parties.**

It is expressly agreed that, in performing the Mentoring Activities, you will be a volunteer and that 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.

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

Because you are a volunteer, 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 the Conservancy 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. Also, as a volunteer, you shall be solely responsible for all expenses incurred by you in the performance of the Mentoring Activities.

### **Warranties.**

You hereby represent, warrant, and agree that:

- (a) you are an active participant in the free and open source software project set forth in the Program Application;
- (b) you are not a resident of Crimea or a resident or national of Cuba, Iran, North Korea, Syria, or Sudan;
- (c) you are not a person or entity restricted by US export controls or sanctions programs; and
- (d) you are or will be 18 years of age or older by December 6, 2016.

### **Indemnification.**

We expect mentors in all our participating projects to treat Interns with respect and to fill the role of mentor as best as they can. We encourage you to familiarize yourself with any Code of Conduct adopted by your organization. Because Conservancy is the legal entity responsible for this Program and because Volunteer Mentors are independently responsible for a large portion of how the Program is run, we ask for a limited indemnification. For only situations arising out of your gross negligence, recklessness or intentional wrongdoing, 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 participation in the Program; your Mentoring Activities (including correspondence with the Participant or Participants, and modification of any Participant's source code or written materials); 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 Program participants (including the Intern), 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 by any reason of act or omission, including breach of contract or negligence not amounting to a willful or intentional wrong. You recognize, understand, and agree that without this limitation of liability Conservancy would not be able to offer this Program, which furthers Conservancy's charitable purposes.

### **Termination.**

Internships in the Program will take place between December 6, 2016 and March 6, 2017. In exceptional situations, the internship can be extended for up to five weeks, provided that both you and your Intern 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, the MTOP shall automatically terminate when you submit a final report confirming the Intern's successful or unsatisfactory completion of the internship.

This Agreement and your services 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.

**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; however, 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 MTOP 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 MTOP.

If the MTOP are acceptable to you, please click on the "Accept Agreement" button below. At the time you do that, these MTOP 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.