



November 26, 2014

Dear Outreach Program Mentor:

Thank you for agreeing to be a volunteer mentor! This letter will confirm the agreement between you and the GNOME Foundation (“GNOME”) concerning your participation as a volunteer in GNOME's Free and Open Source Software Outreach Program internships (the “Program”). In this agreement, the terms “you” and “your” refer to you, a person who has agreed to be a Volunteer Mentor for the Program 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.

Mentoring Activities. In consideration for your participation in the Program, which serves a charitable purpose, you agree to act as Volunteer Mentor to the Participant or Participants in completion of the Project as set out in the program application which each Participant submitted to GNOME (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 GNOME regarding whether the Participant (or each of the Participants, if relevant) is in good standing.

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 GNOME. It is also agreed that you shall have no right to make any commitments on behalf of GNOME.

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 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 the 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.

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 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; (d) you are or will be 18 years of age or older by December 9, 2014.

_____ Initials

Indemnification. We expect mentors in all our participating projects to treat participants 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 the GNOME Foundation 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 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 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 GNOME does not and can not control the actions of other Program participants (including the Participant), 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 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 GNOME would not be able to offer this Program, which furthers GNOME's charitable purposes.

Termination. Internships in the Program will take place between December 9, 2014 and March 9, 2015, with final payment to successful interns on March 12, 2015. This Agreement and your services 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.

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 to this Agreement 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 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.

_____ Initials

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 GNOME 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 upload it to your profile in the Program's administration system no later than December 3, 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,

Jean-François Fortin Tam
President, GNOME Foundation

Accepted and agreed:

Date: _____

_____ Initials