



GNOME INTERNSHIP PROGRAM

Internship Terms of Participation

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Dear Participant:

Congratulations on your acceptance to the GNOME internship program! These Internship Terms of Participation (“ITOP”) will serve as the agreement between you and GNOME Foundation concerning your participation in the GNOME 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 “GNOME Foundation” means GNOME Foundation, a California non-profit public benefit corporation, US 501(c)(3) public charity, and corporate home of the GNOME Project.

The Project.

You agree to perform the Project as assigned to the 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 GNOME Foundation, (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 GNOME Foundation members.

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- A. are your own original, previously unpublished and unproduced work, except to the extent that it includes third party source code available for modification and redistribution under a license compatible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 GNOME Foundation. If there is no Volunteer Mentor Agreement received by GNOME Foundation, no payments will be made. Please contact the GNOME Foundation coordinator if you become aware that your assigned 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 GNOME Foundation. It is also agreed that you shall have no right to make any commitments on behalf of GNOME Foundation, or act as an agent of GNOME Foundation. You also represent and warrant to GNOME Foundation that neither your execution of this agreement nor your participation in the Program conflicts with any contractual commitment on your part.

Stipend.

GNOME Foundation will pay you a \$8,000 USD stipend (“Stipend”) for the Project in accordance with the following schedule. GNOME Foundation payments are generally paid on a NET-30 basis. Recognizing the internship structure of Outreachy, GNOME Foundation will make best efforts to send out payments on the early side of the time intervals specified below. However, depending on the workload GNOME Foundation has, payments

might end up being sent on any date in the specified time interval.

- \$1500 will be sent to you in the first week in the second month of the Program if your Volunteer Mentor confirms to GNOME Foundation by one week before the end of the first month after the start of the program that you are in good standing. If GNOME Foundation receives such confirmation late, your payment will be delayed. If such confirmation is not received, you will not receive payment.
- \$2,500 will be sent to you in the first week in the third month of the Program if your Volunteer Mentor confirms to GNOME Foundation by one week before the end of the second month after the start of the program that you are in good standing. If GNOME Foundation receives such confirmation late, your payment will be delayed. If such confirmation is not received, you will not receive payment.
- \$4,000 will be sent to you the week after the finalization of the Program, if your Volunteer Mentor confirms to GNOME Foundation a week before the finalization of the program that you successfully completed your internship. If GNOME Foundation 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 GNOME Foundation 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 GNOME Foundation 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 GNOME Foundation, 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 Foundation. You hereby waive all rights, if any, to participate in, or receive benefits under, any of GNOME Foundation's plans. You also agree never to make a claim under any of GNOME Foundation's plans and you agree to indemnify and hold GNOME Foundation 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 GNOME Foundation 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 GNOME Foundation.

Warranties.

You hereby represent, warrant, and agree that:

- (a) you are eligible to work in the country or countries in which you will reside throughout the duration of the program;
- (b) 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 GNOME Foundation and are not currently residing in one of these countries;
- (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 the start of the application period of the Program;
- (e) 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 GNOME Foundation, 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 Foundation does not and can not control the actions of other participants (including your Volunteer Mentor), and that in no event shall GNOME Foundation, 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 Foundation, 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 Foundation would not be able to offer this Program, which furthers GNOME Foundation's charitable purposes.

Termination.

The internship will take place between Dec 1, 2018 and March 1, 2019. 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 GNOME Foundation, and that the GNOME Foundation provides written approval. Notwithstanding the foregoing, all of GNOME Foundation's obligations to you will terminate with the earlier of issuance of the third and final stipend payment -or- GNOME Foundation 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 GNOME Foundation or you at any time, with or without cause, by written notice to the other party. Upon termination of this Agreement, GNOME Foundation 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 California (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 Northern District of California, and the State Courts of the State of California in Contra Costa 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 Foundation.

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 GNOME Foundation, 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 GNOME Foundation. In accepting this offer, you give GNOME Foundation assurance that you have not relied on any agreements or representations, expressed or implied, that are not set forth expressly in these ITOP.

By applying to GNOME internship you accept these ITOP. At the time you are accepted as intern, these ITOP shall take effect as a legally-binding agreement between you and GNOME Foundation on the basis set forth above. Please download a copy of this agreement for your records.