

# BUILDBOT BOUNTY PROGRAM PARTICIPATION AGREEMENT

**Participants: to execute this agreement, please: 1) fill in all blank fields, 2) print your initials at the bottom of each page, and 3) sign and date the signature block.**

This **Agreement** is made and entered into as of \_\_\_\_\_ (the "Effective Date") by and between **SOFTWARE FREEDOM CONSERVANCY, INC.**, a non-profit public charity and the corporate home of the **Buildbot** Project ("Buildbot"), having a place of business at 137 Montague Street, Suite 380, Brooklyn, NY 11201-3548 ("Conservancy") and:

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ ("Participant")

regarding Participant's participation in Buildbot's **Bounty Program**, the terms of which are published on Buildbot's website (<http://trac.buildbot.net/wiki/BountyProgram>) and are incorporated herein by reference.

1. **Services.** Conservancy requests and Participant agrees to perform computer programming, software documentation, software configuration, patch and design review, and any other related duties necessary to complete all tasks described in Buildbot Bounty Ticket # \_\_\_\_\_ (the "Ticket"; incorporated herein by reference), performed in a manner fitting with the charitable purposes of Conservancy ("Services"). Participant agrees that the Services and any other activity under this contract will advance Conservancy's charitable mission, and further agrees to inform Conservancy if Participant believes any Services under this contract fail to advance Conservancy's charitable purpose.
2. **Copyright and Licensing.** Any computer code, documentation or other work created by Participant in connection with the performance of the Services (the "Work") shall consist solely of work originally written by Participant or Third Party Material licensed to Participant under a license that is determined by the Free

Initials: \_\_\_\_\_

Software Foundation, Inc. to be compatible with the GNU General Public License version 2.0 ("GPLv2") ("Upstream Project's License").

Except for third party code, all copyrights in the Work shall be held by the Participant and, to the extent necessary, Conservancy hereby disclaims any copyright interest in the Work.

All other rights in the Work other than copyrights shall be held by Conservancy; however, neither party will apply for any patents on inventions or concepts related to the Work. Participant will not apply for any trademarks related to the Work.

Conservancy and Buildbot will assign a Mentor to the Participant. The Participant shall update the Mentor on the Work and on Participant's progress with respect to the Ticket no less frequently than once per week.

Whenever possible, all Work that is copyrighted by the Participant will be licensed by the Participant to the general public under the GNU General Public License, version 2.0 (the "Outbound License"). The Participant is responsible for affixing proper copyright notices and license notices to the work.

When an Upstream Project's License makes it impossible for the Participant to license the Work under the Outbound License, the Participant will license that portion of the Work under the Upstream Project's License.

Any Work not already released to the public upon termination of this Agreement shall be publicly released by the Participant under the licensing terms specified herein within five (5) days of Agreement termination.

3. Term. The term of this Agreement shall begin on the Effective Date and end on the earlier of (a) one (1) year from the Effective Date, or (b) Conservancy's acknowledgment of satisfactory completion of the Services by Participant, after considering the evaluation of the Services by the Mentor and Buildbot's governing body, the Botherders, under Conservancy's auspices. Notwithstanding the above, either party may terminate this agreement upon fifteen (15) days prior written notification.
4. Compensation. Upon confirmation of satisfactory completion of the Services, Participant shall submit to Conservancy an invoice for a single payment equal to the bounty listed on the Ticket. Conservancy shall remit payment to Participant within thirty (30) days of the receipt of both Participant's invoice and of confirmation of Participant's satisfactory completion of the Services.

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## 5. General Provisions.

1. Participant understands and agrees that Participant is acting as an independent contractor in the performance of the Services hereunder, and nothing herein contained shall be deemed to create an employment relationship or an agency relationship between Participant or any employee of the Participant and Conservancy. Conservancy shall have no obligation whatsoever to compensate Participant on account of any damages or injuries that Participant may sustain as a result or in the course of the performance of the Services, except for any damages or injuries sustained by Participant that result from any negligence by Conservancy. Further, Participant shall be solely responsible for the payment of all foreign, Federal, state and local income taxes, social security taxes, foreign, Federal, state and local unemployment insurance and similar taxes, and all other assessments, taxes, contributions or sums payable with respect to Participant as a result of or in connection with the Services performed hereunder. Participant represents to Conservancy that neither Participant's execution of this agreement nor performance of the Services hereunder conflicts with any contractual commitment on Participant's part to any third party or violates or interferes with any rights of any third party.
2. To the extent that any provisions, portion or extent of this Agreement is found invalid, illegal or unenforceable, then that provision, portion or extent shall be severed, deleted or limited so as to give effect to the intent of the parties insofar as possible and the remainder of this Agreement shall remain binding upon the parties.
3. Participant will use best efforts to cooperate with Conservancy if any complaints, claims or litigation should arise regarding the Work.
4. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and statements, whether written or oral. No modification to this Agreement, including its attachments, shall be binding unless made in writing and signed by the parties hereto.
5. The law of the State of New York without giving effect to principles of conflicts of law shall govern this Agreement. Any claim for a violation of this Agreement shall be brought in a New York federal or New York state court and the parties hereby irrevocably consent to the jurisdiction of those courts.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**For Participant:**

\_\_\_\_\_  
**Name:**

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

**For Software Freedom Conservancy:**

\_\_\_\_\_  
Karen M. Sandler  
Executive Director

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

**Acknowledgment from the Buildbot Project:**

\_\_\_\_\_  
Dustin J. Mitchell  
Buildbot Botherder

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

Initials: \_\_\_\_\_