Terms

Contributor Agreement 2025

Organization Member Agreement 2025

Organization Agreement 2025

GOOGLE SUMMER OF CODE 2025 CONTRIBUTOR AGREEMENT

By registering and clicking "Accept", you agree to be bound by the terms of this Contributor Agreement ("Agreement") and it forms a binding legal agreement between Google LLC, having a principal place of business at 1600 Amphitheatre Parkway, Mountain View, CA 94043 ("Google"), and you with respect to Google Summer of Code 2025 (the "Program").

If you do not agree to these terms and conditions, please do not click the "Accept" button and you may not participate in the Program.

The words "**include**" and "**including**" as used in this Agreement mean "including but not limited to.

- Program Rules. This Agreement incorporates the Google Summer of Code 2025
 Program Rules ("Program Rules"). The Program Rules constitute part of this
 Agreement. All capitalized terms used herein that are not otherwise defined will have the meaning given them in the Program Rules.
- 2. Representations and Warranties. You represent and warrant that:
 - 2.1. you are eligible, as described in the Program Rules, to participate in the Program as a Contributor:
 - 2.2. the information you provide about yourself during registration and in subsequent communications with Google is truthful and accurate;
 - 2.2 Vallavin all rights in valir Submissions and

- (a) are original;
- (b) are not malicious, defamatory, libelous, pornographic, or obscene;
- (c) do not violate any applicable laws; and
- (d) do not violate any rights of any other person or entity or any obligation you may have with them.

3. Submissions.

- 3.1. **"Submissions"** means any materials you submit to Google in connection with the Program, including Project Submissions and Evaluations.
- 3.2. <u>Ownership</u>. You retain all ownership rights you had in your Submissions before submitting them.
- 3.3. <u>License to Google</u>. You grant Google a non-exclusive, worldwide, perpetual, irrevocable, free license (with right to sublicense) to reproduce, prepare derivative works of, distribute, perform, display, and otherwise use your Submissions for the purpose of administering the Program and promoting Google Summer of Code.

4. Privacy.

- 4.1. Google will process the personal information provided during registration and in any subsequent communications to administer the Program (including verifying eligibility to participate in the Program, running the Program, and sending notifications regarding the Program).
- 4.2. Google will also use aggregated, non-personally identifiable information from Participants' written responses for evaluations, surveys and feedback in order to analyze Program effectiveness and make adjustments to the Program.
- 4.3. The display name that Participants create during registration will be displayed publicly on the Program Website and any archives of the Program Website, and will be shared with Organizations for the purpose of communicating with the GSoC Contributors to answer their questions and reviewing their proposals and work.
- 4.4. GSoC Contributor's Project Submissions and contact information (email address and display name) will be shared with the Organizations (including Members) they submit proposals to in order to administer the Program.
- 4.5. Google may publicize your participation in the Program and the results of the Program, including announcements of accepted Project Proposals, the text of accepted Project Proposals, and the resulting code from your work on the Project. Google may display your information, including your display name,

 Project abstract, and Final Project Materials, on Google-run websites, including

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- 4.6. The personal information provided during registration and in any subsequent communications will also be processed by Google's trusted service providers for the purpose of delivering stipends to successful GSoC Contributors and Organizations, based on Google's instructions and in compliance with Google's Privacy Policy and any other appropriate confidentiality and security measures. The personal information will also be used to issue tax forms as required.
- 4.7. Participants can access, update, and remove their personal information in their Program profile.
- 4.8. For Organizations, Google may publish your participation in the program and your Organization details supplied in your application, including organization logo, description, technology tags and topics, Ideas List, website, and your organization's preferred contact methods for users.
- 4.9. The <u>Google Privacy Policy</u> (policies.google.com/privacy) further explains how data is handled in this service.
- 5. <u>Indemnities.</u> You will indemnify Google and its affiliates, directors, officers, and employees against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising from:
 - 5.1. your acts or omissions related to applying for and participating in the Program, and
 - 5.2. your Submissions violating any rights of any other person or entity or any obligation you may have with them.

6. <u>Limitation of Liability.</u>

- 6.1. <u>Liability</u>. IN THIS SECTION 6 (LIMITATION OF LIABILITY), "LIABILITY" MEANS ANY LIABILITY, WHETHER UNDER CONTRACT, TORT, OR OTHERWISE, INCLUDING FOR NEGLIGENCE.
- 6.2. <u>Limitations</u>. GOOGLE'S LIABILITY UNDER THIS AGREEMENT IS LIMITED TO DIRECT DAMAGES, WHICH WILL NOT EXCEED US\$1,000 IN AGGREGATE.
- 6.3. Exceptions to Limitations.NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS GOOGLE'S LIABILITY FOR MATTERS FOR WHICH LIABILITY CANNOT BE LIMITED UNDER APPLICABLE LAW.

7. General.

7.1. <u>Stipends</u>. Google will not pay any stipends to you if you breach this Agreement. GSoC Contributors forfeit stipends if they are unable to create an account with the Payment Processor by July 15, 2025. If you are unable to create an account with the Payment Processor Google will not issue you any stipends.

- (b) You acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between you and Google or the Organizations and that no such relationship is established by your Submissions to the Program.
- (c) You understand and agree that nothing in this Agreement may be construed as an offer or contract of employment with either Google or any Organization.
- 7.3. <u>Google's Affiliates, Consultants, and Contractors</u>. Google may use its affiliates, consultants, and contractors in connection with the performance of its obligations and exercise of its rights under this Agreement.
- 7.4. Governing Law. ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROGRAM WILL BE GOVERNED BY CALIFORNIA LAW, EXCLUDING CALIFORNIA'S CONFLICT OF LAWS RULES, AND WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF SANTA CLARA COUNTY, CALIFORNIA, USA; THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.
- 7.5. <u>Assignment</u>. You may not assign this Agreement or any part of it without Google's prior written consent. Google may assign this Agreement or any part of it upon notification, which may be posted on the Program Website or sent to the contact information you provided upon registration.
- 7.6. <u>No Waiver</u>. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.
- 7.7. <u>No Agency</u>. This Agreement does not create any agency, partnership, or joint venture between the parties.
- 7.8. <u>No Third-Party Beneficiaries</u>. This Agreement does not confer any benefits on any third party unless it expressly states that it does.
- 7.9. <u>Amendments</u>. Except as set forth in the Program Rules, any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement.
- 7.10. Entire Agreement. This Agreement sets out all terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. In entering into this Agreement neither party has relied on, and neither party will have any right or remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly set out in this Agreement.
- 7.11. <u>Severability</u>. If any term (or part of a term) of this Agreement is invalid, illegal or

Agreement and a translated version, the English version will govern.

7.12. <u>Translations</u>. In the event of any discrepancy between the English version of this