### Silicon Society Hackers Agreement to Collaboration

**Introduction:**

**The undersigned persons (each a “Collaborator” and together the “Collaborators”) are working together with the purpose of developing as a team a business concept and related technology relating to Project Bastion (the “Intellectual Property”), which was planned, developed, created, and authored by the undersigned over the course of Project Bastion, on Mission College Fall Semester 2019.**

**If developed further after the Fall Semester 2019, the Collaborators intend for the Intellectual Property to be transferred to and launched by a company to be formed later (the “Startup Company”). For this purpose, the undersigned Collaborators agree as follows:**

**Terms:**

1. **After completion of the above-named event, any Collaborator or Collaborators who wish/es to further develop the Intellectual Property into a Startup Company must first call a meeting (the “Initial Meeting”) at a reasonable time and place to consult with the undersigned and reach an agreement as to the disposition of the Intellectual Property. At the Initial Meeting, the Collaborators shall agree upon the following:**
   * **The founders of the Startup Company (each a “Founder”);**
   * **The initial roles and responsibilities of each of the Founders;**
   * **The time and place for a second meeting to be held amongst the Founders (the “Second Meeting”);**
   * **A methodology for determining equity allocation to each of the Founders in the Startup Company by the conclusion of the Second Meeting;**
   * **A reasonable settlement for Collaborators who choose not to participate in the Startup Company, which may take the form of equity, cash, [recognition/credit] or other agreed upon consideration for such Collaborator’s contribution to the Intellectual Property;**
2. **Each of the Collaborators agrees that s/he will not further develop, sell, assign, or otherwise exploit the Intellectual Property unless and until the procedures described in paragraph 1 are completed, and that any action taken prior thereto shall constitute a breach of this collaboration agreement.**
3. **Any Collaborator who receives notice of the Initial Meeting and fails to attend the Initial Meeting, either in person or virtually, and the Initial Meeting is at a reasonable time and place, waives any rights to the Intellectual Property or otherwise under this agreement.**
4. **Subject to the limitations set out in paragraph 5, if the Collaborators cannot agree in writing on the terms set forth in paragraph 2 by the conclusion of the Second Meeting, or within four (4) weeks [OR ANY REASONABLE TIME AGREED UPON BY COLLABORATORS] thereafter, the Collaborators’ rights pursuant to this agreement are waived, and any Collaborator may exploit the Intellectual Property developed by his/herself.**
5. **The Collaborators recognize that their participation in the Intellectual Property and the Startup Company are unique in nature and that their creation of a technology that provides similar services would irreparably harm the Startup Company. In the event that the Collaborators cannot agree on the terms set out in paragraph 2, no Collaborator who has waived their rights under this agreement may thereafter assist in the creation of nor create a competitive startup company for a [ninety (90) days or other reasonable time] pursuant to California laws. That is, a Collaborator may not invest in, become self-employed in, accept employment with, consult with, render services to, become associated with, own, manage, operate, join, control, or participate in the ownership, management, operation, or control of, or be connected in any material manner with a startup company that provides materially similar services. The Collaborators acknowledge that this provision does not unreasonably impose limitations on the Collaborators’ ability to earn a living.**
6. **Each Collaborator hereby represents and warrants to the other Collaborators that he or she is not a party to any agreement or arrangement which would restrict such Collaborator’s ability to perform its obligations as set forth above and that no third party can claim any rights to the Intellectual Property which may be developed by each Collaborator that is the subject of this Agreement.**

**This Agreement shall be governed by and construed in all respects in accordance with California law. Participants agreeing and signing the Club Charter Packet are not subject to ordinances and terms on this document.**

**AS A MISSION COLLEGE ETHICAL HACKER I PLEDGE TO BE A PROFESSIONAL ENGINEER**

As a Professional Engineer, I dedicate my professional knowledge and skill to the advancement and betterment of human welfare.

**I pledge:**

* To give the utmost of performance;
* To participate in none but honest enterprise;
* To live and work according to the laws of man and the highest standards of professional conduct;
* To place service before profit, the honor and standing of the profession before personal advantage, and the public welfare above all other considerations.

In humility and with need for Divine Guidance, I make this pledge.

**CONSTITUTION OF SILICON SOCIETY HACKERS MISSION COLLEGE** Whereas we, the members of the Silicon Society Hackers of Mission College do hereby adopt and give to ourselves this Constitution and pledge to abide by its provisions.

**ARTICLE I NAME** The name of this organization shall be called The Silicon Society Hackers herein referred to as S.S.H.

**ARTICLE II PURPOSE**

This organization shall be a diverse institution which will help the members and other students to bring about awareness of ethical hacking, software research & development both locally and internationally.

**ARTICLE III MEMBER**

A. Any Mission College student with an ASB card is eligible to be a member of the Silicon Society Hackers. B. Membership fee is optional of Five Dollars. C. Graduation Honor Cords are given to students for free.

**ARTICLE IV QUALIFICATION AND ELECTION OF EXECUTIVE AND CO- EXECUTIVE COMMITTEE**

SECTION 1 1.1 The Executive Committee will consist of several officers. These will include the following: President, Vice President, Secretary, Treasurer, and up to two ICC Representatives.

SECTION 2 2.1 No Co-Executive members are allowed at any point.

SECTION 3 3.1 The President, and Vice President of the Executive Committee members must have at least a 2.0 GPA. 3.2 These positions must be publicly elected.

SECTION 4 4.1 The election of all positions will be annual and elections will be held at the end of

the Spring Semester of each year for one full year (Year: Fall-Summer) 4.2 Elections are allowed during the year for any available positions.

4.3 Nominations must be given two weeks in advance with an appropriate reason and qualifications. SECTION 5 5.1 The Executive Committee members will be elected by secret ballots by S.S.H. members who have attended at least two meetings, in the previous Semester.

**ARTICLE V DUTIES OF THE OFFICER**

SECTION 1: President A. Preside over all meetings. B. Call special meetings. C. Carry out the provisions of the constitution. D. Appoint committee and chairpersons. E. Oversee all committee activities. F. Prepare and distribute meeting agendas.

SECTION 2: Vice President A. Assume the duties of the President in his/her absence. B. Perform any duties delegated to him by the President or Co-President. C. Assure activities and events are on task. D. Have continuous contact with other S.S.H. chapters of North American schools

SECTION 3: Secretary A. Keep accurate minutes of all meetings. B. Take notes during the meetings and distribute them to the SSH members via SSH’s email.

SECTION 4: Treasurer A. Handle funds and finance for S.S.H. B. Keep financial records. C. Make financial reports. D. Pay bills and release funds as voted by the Executive and Co-Executive Committee. E. Advise fundraising prospectus and execute them.

SECTION 5: Director of Activities

A. Prepare a list of the ongoing important events at Mission College. B. Help organize activities for special events.

SECTION 6: Director of Publicity A. Assist the President in making sure the Executive and Co-Executive are on task. B. Passes ideas, activities, and announcements to President and Vice President.

**ARTICLE VI REMOVAL OF OFFICERS** SECTION 1 1.1 Members may seek to remove an officer if they feel that the officer is negligent in his/her duties. Furthermore, an officer can be removed from the office due to continuous unexcused absences from activities of S.S.H. 1.2 An officer may be removed or replaced under the following conditions only: 1.2.1 The motion to remove an officer should be presented in general during the meeting. 1.2.2 The Quorum should be at least 51% 1.2.3 Prior to this meeting, there must be at least two weeks’ notice.

**ARTICLE VII MEETINGS** A. There should be regular SSH meetings – at least once every week. B. Minutes must be kept on all items discussed in the meeting.

**ARTICLE VIII ADVISOR(S)** SECTION 1: Roll of Advisor(s) 1.1 Offer advice which will assist in good decision making. 1.2 At least one advisor is expected to be present at meetings and events.

**ARTICLE IX RESPONSIBILITIES** S.S.H. accepts full financial responsibility for all activities which bear its name as official sponsor, and will adhere to all college regulations. All publicity for an event must bear the name(s) of the sponsoring organization(s).

**ARTICLE X AMENDMENTS TO THE CONSTITUTION** Any amendments to the constitution require at least a two-thirds vote at a general meeting and then approved by the ASB.

**ARTICLE Xl – NON-DISCRIMINATORY STATEMENT** S.S.H Membership will not be restricted by race, gender, color, religious beliefs, national origin, or sexual orientation.

Participant’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_