# dwyl Freelance Agreement

You are *invited to join us* as a **freelance contributor of dwyl** - the app that helps you **do what you love!** 

This agreement has been crafted to *clarify* several questions we have been asked by potential contributors to the project(s).

In short: What you contribute is your own work. You can still keep using it for anything you like and once it's part of dwyl's repositories, so can we. Remember that all our code is open source so other people can use it too!.

## Why have this agreement?

This agreement is for *your* peace of mind as a contributor (we want to make sure you have no doubts about what will happen to your contribution) as well as for the protection of **dwyl ltd.** (dwyl) and others using *the codebase*.

We request that you either physically or electronically sign (a printed or digital version respectively of) this agreement and return it to lnês @dwyl before committing any code to the project.

# What are we agreeing to?

As an individual contributor, you are contributing *original works* of code to the open source codebase ("the codebase") which forms the "dwyl app", maintained by dwyl ltd. and hosted on GitHub at: <a href="https://github.com/dwyl">https://github.com/dwyl</a>

As a **contributor**, you hereby agree that:

- 1. The contributions you make to the codebase are *your original work* (never copied from somewhere else);
- 2. By committing your code into a dwyl-owned repository, you grant worldwide, and irrevocable but non-exclusive copyright with no further consideration to dwyl;
- 3. This is an **open source project**, so in addition to dwyl using your (and all of our) contributions, the codebase may also be used by other people (3rd parties) without further consent or consideration:
- 4. Your contribution **does not grant you a** *claim* **to any earnings** (past, present or future) of dwyl or any other individuals or companies that use your code;
- 5. You will follow the dwyl code of conduct;
- You will follow the structure set out in dwyl's <u>structure of work</u> document on <u>tracking your</u> work and understanding when your work is considered to be complete;

- 7. You do not have any *obligation* to provide support for your code, however you are encouraged to remain a contributor/supporter for as long you find it personally beneficial/rewarding;
- 8. If you use the original works you contribute to the dwyl codebase in future projects we ask that you provide **attribution** back to the project where you originally made the contribution;
- 9. You are fully responsible for your own health and safety.

### We (dwyl) agree to the following:

- I. We will ensure that you are listed as a contributor wherever your original work has been used; there will be a permanent record on Github but should you choose to exclude yourself from the list of contributors on the dwyl website (where we will add a link to your preferred online profile), please notify us by raising an issue on: <a href="https://github.com/dwyl/dwyl.github.io/issues">https://github.com/dwyl/dwyl.github.io/issues</a>
- II. You can use your contribution for any other purpose including other open source projects, provided you communicate clearly with the owners/maintainers of those projects where/when you produced the "original work" and provide attribution to that effect.

### **Financial Consideration**

As one of the *select group* of *paid* freelancers working on this project, you're lucky enough to get another section to read through! The dates below apply only to this 'Financial Consideration' section of the agreement.

We agree to the following payment terms and schedule:

- You will be working with dwyl ltd. as a freelance contractor from 13 July 2015 to 24 July 2015 based in Portugal, where accommodation will be provided for you.
- You will work anywhere up to 6 (six) hours a day (though you can certainly work more with
  prior agreement and on pre-agreed/defined tasks) we fully expect you to spend the rest of the
  day relaxing, learning and enjoying your surroundings (and we hope that you'll be doing what
  you love every day);
- You will track your working time meticulously against a specific pre-agreed and estimated
  task; time not logged against a specific task is considered "personal learning/leisure time" and is
  not chargeable to dwyl If in doubt, ask!
- dwyl will pay you at the rate of £10.00 GBP per hour;
- Please **invoice us within 7 days** of finishing the work (but preferably as soon as possible and don't forget to include your bank details!)
- We will pay you within 7 working days of receiving your invoice.
- Unless you have a limited company for your contracting efforts you are considered selfemployed for HMRC purposes; please record your income so you can pay tax! (if in doubt ask @iteles)

### **Software License**

All Code in the dwyl app is released under the GNU General Public License Version 2 License ("GPL V.2") (unless otherwise stated). GPL V2 is the same License used by Linux, Git, WordPress, Drupal, Audacity and many other popular/successful open source projects. If you are unfamiliar with this license, please read: https://github.com/dwyl/intellectual-property and if you have any questions, please raise them: https://github.com/dwyl/intellectual-property/issues

# **Signature**

If you agree, sign, print your name and date below please.

#### **Full Name:**

(please write your complete name as it appears on your passport)

#### Signature:

(as it appears on your passport)

#### Date:

(please print the long form date)

## **Terms/Definitions Used in This Agreement**

- "The dwyl Codebase", "the codebase" and "the code" (used interchangeably) include all computer code including tests, functions/methods, modules and documentation produced anything that is added to any dwyl-owned repositories.
- "original work" is work which you have produced in the course of performing a task or building
  a feature for the dwyl app. Please do not "copy paste" code from anywhere always write code
  from scratch to ensure you are creating "original work".
- "dwyl app" the dwyl application or "app" is the collection of code including any module or learning material(s).
- "dwyl Itd." or "dwyl" (used interchangeably to refer to the same entity, dwyl Itd.) dwyl Itd. is a Limited Company, company number 09525434, incorporated in England & Wales on 2nd April 2015 for the purpose of building software to aid people in pursuing the activities they love.