

Notes for Mentor Participant Agreement

1. The bonus receiving bank outside Chinese mainland is supposed to sign the agreement with English version (p. 2)

The bonus receiving in Chinese mainland is supposed to sign the agreement with Chinese version (p. 5)

2. If the mentor guides multiple projects, the number of agreements will be signed based on the number of project.

3. Please print the following agreement, sign it manually, scan and upload it to the system in PDF format.

协议签署需知

1. 奖金接收银行卡为大陆地区开户行请签署中文协议（第五页），奖金接收银行卡为境外开户行请签署英文协议（第二页）。

2. 若导师指导多个项目，将以指导项目为单位签订多份协议。

3. 请将以下协议打印后手签并扫描上传系统为 PDF 格式文件。

Summer 2021 of Open Source Promotion Plan

MENTOR PARTICIPANT AGREEMENT

Please read this agreement carefully.

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

1. Representations and Warranties. You represent and warrant that:
 - 1.1 you are eligible, as described in the Program Rules, to participate in the Program as a Mentor, with a valid ID card;
 - 1.2 the information you provide about yourself during registration and in subsequent communications with Organizers is truthful and accurate;
 - 1.3 you own all rights in your Submissions;
 - 1.4 your Submissions:
 - (a) are original;
 - (b) are not malicious, defamatory, libelous, pornographic, or obscene;
 - (c) do not violate any applicable laws;
 - (d) do not violate any rights of any other person or entity or any obligation you may have with them.
2. Submissions.
 - 2.1 "**Submissions**" means any materials you submit to us in connection with the Program, including Project Submissions and Evaluations.
 - 2.2 Ownership. You retain all ownership rights you had in your Submissions before submitting them.
 - 2.3 License. You grant Organizers a non-exclusive, worldwide, perpetual, irrevocable, free license (with right to sublicense) to reproduce, prepare derivative works of, distribute, perform, display.
3. Privacy.
 - 3.1 Organizers 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).
 - 3.2 Organizers will also use aggregated, non-personally identifiable information for statistical purposes.
 - 3.3 The display name that Participants create during registration will be displayed publicly on the Program Website and any archives of the Program Website and copywriting, and will

be shared with Organizations for the purpose of communicating with the Participants to answer their questions and reviewing Student proposals and work. It is strongly recommended that participants do not use their real names.

- 3.4 Mentor's Project Submissions and contact information (email address and display name) will be shared with the Organizations (including Members) to administer the Program.
- 3.5 Organizers 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. Organizers may display your information, including your display name, Project abstract, and Final Project Materials, on Organizers-run websites, including ISCAS Official Website, Intelligent Software Research Center Official Website, openEuler Community Official Website and the Program Website.
- 3.6 Participants can access, update, remove and restrict the processing of their personal information in their Program profile during the Program Period. If you would like to edit such information after the Program has concluded, object to the processing of the information, or export it to another service, you may write to Organizers (Official Website, E-mail, WeChat Official Accounts).

4. Indemnities.

You will indemnify Organizers and its affiliates, directors, officers, and employees against all liabilities, damages, losses, costs, fees (including attorney fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising from:

- 4.1 your acts or omissions related to applying for and participating in the Program,
- 4.2 your Submissions violating any rights of any other person or entity or any obligation you may have with them.

5. Limitation of Liability.

- 5.1 Liability. IN THIS SECTION (LIMITATION OF LIABILITY), "LIABILITY" MEANS ANY LIABILITY, WHETHER UNDER CONTRACT, TORT, OR OTHERWISE, INCLUDING FOR NEGLIGENCE.
- 5.2 Limitations. LIABILITY OF ORGANIZERS UNDER THIS AGREEMENT IS LIMITED TO DIRECT DAMAGES, WHICH WILL NOT EXCEED CNY¥6,000 IN AGGREGATE.
- 5.3 Exceptions to Limitations. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS OUR LIABILITY FOR MATTERS FOR WHICH LIABILITY CANNOT BE LIMITED UNDER APPLICABLE LAW.

6. General.

- 6.1 Stipends. Organizers are not required to pay any stipends to you if you breach this Agreement.
- 6.2 Not an Offer or Contract of Employment

- (a) You acknowledge that your participation in the Program is voluntary.
- 6.3 Organizations' Affiliates. Organizations may use its affiliates and branches in connection with the performance of its obligations and exercise of its rights under this Agreement.
- 6.4 Governing law. The establishment, effectiveness and interpretation of this contract shall be governed by the laws of the People's Republic of China.
- 6.5 Assignment. You may not assign this Agreement or any part of it without Organizations' prior written consent. Organizations 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.
- 6.6 No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.
- 6.7 No Agency. This Agreement does not create any agency, partnership, or joint venture between the parties.
- 6.8 No Third-Party Beneficiaries. This Agreement does not confer any benefits on any third party unless it expressly states that it does.
- 6.9 Amendments. 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.
- 6.10 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.
- 6.11 Severability. If any term (or part of a term) of this Agreement is unenforceable, the rest of the Agreement will remain in effect.
7. Translations. In the event of any discrepancy between the Chinese version of this Agreement and a translated version, the Chinese version will govern.
8. Project Name _____ Project No. _____
9. Payment rules
- 9.1 The bonus will be paid to the personal account designated by the participant of this activity and the person signing this agreement.

I agree to this Participant Agreement I disagree to this Participant Agreement

Signature: _____

Date: _____

Committee of Summer 2021 of Open Source Promotion Plan
Host: Institute of Software Chinese Academy of Sciences,
OpenEuler Community
Co-organizers: Nanjing Institute of Software Technology, ISCAS
Institute of Intelligent Software, Guangzhou

“开源软件供应链点亮计划 - 暑期 2021”

导师参与协议

请仔细阅读本协议。

本协议中使用的“包括”一词是指“包括但不限于”。

1. 声明和保证。您声明并保证：

- 1.1 您有资格参与活动报名：具有有效的身份证；
- 1.2 您在注册过程中以及与活动的后续交流中提供的个人信息是真实准确的；
- 1.3 您拥有您提交的内容的所有权利；
- 1.4 您提交的内容：
 - (a) 是原件；
 - (b) 不含恶意诽谤，色情或淫秽内容；
 - (c) 不违反任何适用法律；
 - (d) 不侵犯任何其他个人或实体的权利或您可能对他们承担的任何义务。

2. 提交。

- 2.1 “提交内容”是指您提交的与活动有关的任何材料，包括提交及评估的项目材料；
- 2.2 所有权。在提交之前，您保留提交内容中的所有所有权；
- 2.3 许可授予。您授予组织方复制、衍生、分发、展示或以其他方式使用您的提交内容的权利，并且该权利是非排他性的、永久的、全球性的、不可撤销的、免费的。

3. 隐私权。

3.1 组织方将处理在注册过程中以及活动的后续交流中提供的个人信息，以管理本活动（包括验证是否有资格报名本活动，参与本活动以及发送有关本活动的通知）；

3.2 组织方还将出于统计目的使用汇总的非个人身份信息；

3.3 参与者在注册过程中创建的活动参与名称将在相关网站、档案及文案中公开显示，并将与组织共享，以便与参与者交流，回答他们的问题并审查。

强烈建议参与人员不要使用其真实姓名作为活动参与名称；

3.4 导师的提交内容和联系信息（电子邮箱和活动参与名称）将由组织方共享以管理该活动；

3.5 组织方可能会公开您对活动的参与和活动的结果，包括已接受项目的名称，已接受项目的内容以及您在项目工作中所产生的代码。组织方可能会在相关网站（包括中国科学院软件研究所官网、智能软件研究中心官网与 openEuler 社区官网）上显示您的信息，包括活动参与名称，项目摘要和最终项目材料；

3.6 在活动期内，参与者可以在其项目文档中访问，更新，删除和限制其个人信息的处理。如果您希望在本活动结束后编辑此类信息，反对对该信息进行处理或导出，则可以通过组织方联系方式（官网、邮箱、公众号）联系组织方。

4. 赔偿

对于因以下原因引起的与任何指控或第三方法律诉讼有关的所有责任，损害，损失，成本和费用（包括律师费），您应赔偿组织方的损失：

4.1 您与申请和参与活动有关的作为或不作为；

4.2 您提交的内容违反了任何其他个人或实体的权利或您可能承担的任何义务。

5. 责任限制

5.1 责任。在本节中，“责任”是指任何责任，无论是在合同，侵权或其他情况下，包括疏忽大意；

5.2 限制。根据本协议，组织方的责任仅限于直接损失，而直接损失不超过人民币 6000 元；

5.3 限制例外。本协议中的任何内容均不排除或限制组织方对适用法律无法限制的事项的责任。

6. 一般条例

6.1 奖金。如果您违反本协议，则组织方无需向您提供任何奖金；

6.2 自愿参与。您承认您自愿参加该活动；

6.3 组织方的关联公司。组织方可能会使用其关联公司或研究所分部来履行其在本协议下的义务并行使其权利；

6.4 适用法律。本合同的成立、生效与解释均适用中华人民共和国法律。

6.5 转让。未经组织方事先书面同意，您不得转让本协议或其任何部分。组织方可以在收到通知后转让本协议或其任何部分，通知可张贴在组织方官方网站上，或通过您注册时提供的联系方式发送到您；

6.6 无豁免。通过不行使（或延迟行使）本协议项下的任何权利，任何一方均不会被视为放弃了任何权利；

6.7 没有代理商。本协议不会在双方之间建立任何代理，合伙或合资企业；

6.8 无第三方受益人。除非明确声明，否则本协议不会赋予任何第三方任何利益；

6.9 修正。本协议中任何修改都必须以书面形式，由双方签署，并明确声明其正在修改本协议；

6.10 完整协议。本协议列出了双方之间商定的所有条款，构成了双方关于本协议的充分和完整的理解与协议。在订立本协议时，除本协议明确规定的陈述，声明或保证外，任何一方不应向任何其他方，以任何形式，承担与本协议相关的责任或受之约束；

6.11 可分割性。如本协议中一项或多项条款不具有执行力，不损害协议其他条款的执行力。

7 翻译

如果本协议的中文版本与翻译版本之间有任何差异，以中文版本为准。

8 您指导的项目名称为 _____，
项目编号为 _____。

9 支付规则

9.1 奖金将发放至本活动参与人员暨本协议签订人员指定的本人账户。

我同意此参与协议

我不同意此参与协议

签字： _____

日期： 2021 年 月 日

开源软件供应链点亮计划-暑期 2021 组委会
主办方：中国科学院软件研究所、openEuler 社区
承办方：中科南京软件技术研究院
广州市智能软件产业研究院
协办方：开源社、segmentfault 思否、OSCHINA