

SUGAR LABS INTERNATIONALIZATION AND LOCALIZATION SERVICES AGREEMENT

This Agreement is made and entered into as of FIXME-DATE (the “Effective Date”) by and between SOFTWARE FREEDOM CONSERVANCY, INC., having a place of business at 137 Montague Street, Suite 380, Brooklyn, NY 11201-3548 (“Conservancy”) and FIXME-ENTITY, FIXME-LOCATION (“Contractor”).

1. **Services.** Conservancy requests and Contractor agrees to provide internationalization and localization services for the Sugar Labs Project “the Project”), said services to be performed to complete the discrete accomplishments (“Milestones”) in sequential order, as outlined in Exhibit A (“the Proposal”), an in a manner fitting with the charitable purposes of Conservancy (“Services”). Contractor agrees that the Services and any other activity under this contract will advance Conservancy’s charitable mission, and further agrees to inform Conservancy if Contractor 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 Contractor in connection with the performance of the Services (the “Work”) shall consist solely of work originally written by Contractor or Third Party Material licensed to Contractor under a license that is determined to be “GPL-compatible” by the Free Software Foundation, Inc. (“Upstream Project’s License”).

Except for Third Party Material, all copyrights in the Work shall be held by Conservancy and, in a separate agreement, Contractor has assigned the copyright in the Work to Conservancy.

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. Contractor will not apply for any trademarks related to the Work.

Whenever possible, all Work will be licensed to the general public under the GNU General Public License Version 2 (the “Outbound License”). The Contractor is responsible for affixing proper copyright notices and license notices to the work.

When an Upstream Project’s License makes it impossible for the Contractor to license the Work under the Outbound License, the Contractor 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 Contractor 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 the Contractor’s satisfactory completion of any one of the Milestones in the Proposal.

Notwithstanding the above, either Party may terminate this agreement upon fifteen (15) days prior written notification.

- 4. Milestone Submission and Review.** At the completion of each Milestone, Contractor shall submit the Work associated with that Milestone and a summary of the tasks performed to complete that Milestone (“Milestone Summary”, collectively, “the Milestone Submission”) to a person appointed by the Project (the “SL i18n Coordinator”) and to Conservancy. When Contractor’s tasks includes the placement of materials in a revision control repository, the associated Milestone Summary should include one of the following: (1) a list of all commits related to the Work made to a publicly-accessible revision control repository, or (2) a list of all commits related to the Work made in a private revision control repository, pending approval by the SL i18n Coordinator and Conservancy.

Conservancy and the SL i18n Coordinator shall review and approve each Milestone Submission to determine its satisfactory completion, such approval not to be unreasonably withheld. Conservancy shall inform the Contractor of its approval of each Milestone Submission in writing.

The Parties agree the Contractor shall perform each Milestone in the sequence disclosed in the Proposal. The Contractor shall not submit a Milestone Submission for review if the Contractor has any previously-submitted Milestone Submissions still under review.

Upon receipt of written approval of a Milestone Submission, Contractor agrees to publish the corresponding Milestone Summary in a public location – either via a blog or some other reasonable place on the Project’s website. Contractor shall notify Conservancy of the location of such published Milestone Summary. Contractor will also publicly release the Work corresponding to the approved Milestone Summary in a publicly available repository designated by the Project.

- 5. Compensation.** Conservancy agrees to pay a fee for each Milestone Invoice corresponding to an approved Milestone Submission (“Milestone Fee”). Each Milestone Invoice shall incorporate its associated Milestone Summary by reference.

The Milestone Fee to be paid for completion of each Milestone is listed in the Proposal.

The Parties agree that Contractor shall not submit an invoice and is not entitled to any compensation for partially-completed Milestones or for work relating to Milestone Submissions that have not been reviewed and approved by Conservancy in writing.

Additional work after the completion of all of the Milestones in the Proposal may be undertaken under this agreement only with the prior written consent of Conservancy. Upon a request for such written consent by Contractor, Conservancy may either amend the Proposal to add one or more additional Milestones, each for a fee mutually-agreed upon by the Parties, or terminate this Contract as described in § 3. The Contractor would then follow the procedure described in **Milestone Submission and Review**.

- 6. Fundraising for the Proposal.** Conservancy and the Project agree to engage in their best efforts, resource permitting, to raise earmarked donations for the Proposal. Third-

party donors may earmark donations to Conservancy for the Proposal by indicating, at the time of donation, that the donation is for “I18n and L10n”. The Project may, at its discretion and authority under its Fiscal Sponsorship Agreement with Conservancy, direct other Project funds to be earmarked for the Proposal.

When Conservancy holds funds earmarked for the Proposal, Conservancy agrees to pay invoices in chronological order by date received by Conservancy. Invoices received on the same day by Conservancy shall be paid in equal amounts. Conservancy agrees it will pay all invoices within the later of (a) thirty (30) days after receipt of the invoice by Conservancy from Contractor or (b) five (5) days after earmarked funds are available for withdraw from Conservancy’s bank account(s).

7. **Restrictions on Contractor.** Nothing in this agreement shall be deemed to create any exclusive arrangement of any kind between Conservancy and Contractor.
8. **Promotional Restriction.** Contractor may not refer to Contractor’s work for Conservancy and the Project in any promotional or marketing context without Conservancy’s prior written approval, such approval not to be unreasonably withheld.
9. **General Provisions.**

- (a) Contractor understands and agrees that Contractor 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 Contractor or any employee of the Contractor and Conservancy. Conservancy shall have no obligation whatsoever to compensate Contractor on account of any damages or injuries that Contractor may sustain as a result or in the course of the performance of the Services, except for any damages or injuries sustained by Contractor that result from any negligence by Conservancy. Further, Contractor 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 Contractor as a result of or in connection with the Services performed hereunder. Contractor represents to Conservancy that neither Contractor’s execution of this agreement nor performance of the Services hereunder conflicts with any contractual commitment on Contractor’s part to any third party or violates or interferes with any rights of any third party.
- (b) 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.
- (c) Contractor will use best efforts to cooperate with Conservancy if any complaints, claims or litigation should arise regarding the Work.
- (d) 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.

- (e) 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.

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

For Contractor:

_____ Date: _____
FIXME-NAME
Title: FIXME-TITLE

For the Project:

_____ Date: _____
FIXME-NAME

For the Software Freedom Conservancy, Inc.

_____ Date: _____
Bradley M. Kuhn
Title: Executive Director

EXHIBIT A – THE PROPOSAL

Conservancy agrees to pay the Contractor Milestone Fees according to the following schedule, contingent upon the receipt and approval of Milestone Submissions corresponding to the Milestones listed below. For the purposes of this Agreement, Contractor is to provide sufficient internationalization and localization services to prepare the Work for use in [FIXME - language, or suitable description for desired locale, e.g., city/country].

All of Contractor's services for the completion of these Milestones shall be prepared for submission to the Sugar Labs: Translation System server, which can be found online here: <http://translate.sugarlabs.org/>.

1. Milestone 1.

Contractor is to complete translation of the Glucose, Terminology and OLPC Software translation projects, which are collectively comprised of approximately 2500 words.

The Glucose translation project can be found online here: <http://translate.sugarlabs.org/projects/glucose/>

The Terminology translation project can be found online here: <http://translate.sugarlabs.org/projects/terminology/>

The OLPC Software translation project can be found online here: http://translate.sugarlabs.org/projects/olpc_software/

Milestone Fee for Milestone 1 = **\$600 USD**.

2. Milestone 2.

Contractor is to complete translation of the Fructose translation project, which is comprised of approximately 5500 words.

The Fructose translation project can be found online here: <http://translate.sugarlabs.org/projects/fructose/>

Milestone Fee for Milestone 2 = **\$1200 USD**.

3. Milestone 3.

Contractor is to complete translation of the Honey translation project, which is comprised of approximately 5500 words.

The Honey translation project can be found online here: <http://translate.sugarlabs.org/projects/honey/>

Milestone Fee for Milestone 3 = **\$1200 USD**.