

## ACCELLERA SYSTEMC SUMMER OF CODE (SSoC) 2025

## **CONTRIBUTOR AGREEMENT**

By summitting your proposal to Accellera Systems Initiative Inc. via <a href="mailto:ssoc@lists.accellera.org">ssoc@lists.accellera.org</a>, you agree to be bound by the terms of this Contributor Agreement ("Agreement") and it forms a binding legal agreement between Accellera Systems Initiative ("Accellera"), having a principal place of business at 8698 Elk Grove Blvd. Suite 1, #114 Elk Grove, CA 95624 USA, and you with respect to SystemC Summer of Code (SSoC) 2025 (the "Program").

If you do not agree to these terms and conditions, please do not submit a proposal and you may not participate in the Program.

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

- 1. **Program Rules.** This Agreement incorporates the Accellera SystemC 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:
  - 1. you are eligible, as described in the Program Rules, to participate in the Program as a Contributor;
  - 2. the information you provide about yourself during registration and in subsequent communications with Accellera is truthful and accurate;
  - 3. you own all rights in your Submissions; and
  - 4. your Submissions:
    - 1. are original;
    - 2. are not generated by AI tools;
    - 3. are not malicious, defamatory, libelous, pornographic, or obscene;
    - 4. do not violate any applicable laws; and
    - 5. do not violate any rights of any other person or entity or any obligation you may have with them.

# 3. Submissions.

- 1. **"Submissions"** means any materials you submit to Accellera in connection with the Program, including Project Submissions and Evaluations.
- 2. Ownership. You retain all ownership rights you had in your Submissions before submitting them.

- 3. Project Proposals are reviewed by the Accellera Working Group members and the mentors. You will receive a notification of acceptance when a proposal has been selected as a Project.
- 4. Project Submissions and evaluations are aligned and agreed with the Accellera Working Group members and the mentors. Project Submissions include a list of defined activities and deliverables.

# 4. Privacy.

- 1. Accellera 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).
- 2. Accellera will also use aggregated, non-personally identifiable information from Participants' written responses for evaluations, surveys and feedback in order to analyse Program effectiveness and make adjustments to the Program.
- 3. The display name that Participants create during registration will be displayed publicly on the Accellera and SystemC websites and will be shared with Accellera Working Groups for the purpose of communicating with the SSoC Contributors to answer their questions and reviewing their proposals and work.
- 4. SSoC Contributor's Project Submissions and contact information (email address and display name) will be shared with the Accellera Working Groups (including Members) in which they submit proposals to in order to administer the Program.
- 5. Accellera 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. Accellera may display your information, including your display name, Project abstract, and Final Project Materials, on Accellera-owned websites.
- 6. The personal information provided during registration and in any subsequent communications will also be processed by Accellera's trusted service providers for the purpose of delivering stipends to successful SSoC Contributors, based on Accellera's instructions and in compliance with Accellera's <a href="Privacy Policy">Privacy Policy</a> and any other appropriate confidentiality and security measures. The personal information will also be used to issue tax forms as required.
- 7. Participants can request updates or removal of their personal information by sending an email to <a href="mailto:ssoc@lists.accellera.org">ssoc@lists.accellera.org</a>.
- 8. The <u>Accellera Privacy Policy</u> (https://www.accellera.org/privacy) further explains how data is handled in this service.
- 5. **Indemnities.** You will indemnify Accellera 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:

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

# 6. Limitation of Liability.

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

#### 7. General.

- Stipends. Accellera will not pay any stipends to you if you breach this
  Agreement. Payment of stipends will occur on a monthly basis, after each
  successful submission and evaluation by the mentor(s). The amount of stipends
  will be communicated at the start of the Project.
- 2. You acknowledge that your participation in the Program is voluntary.
- 3. Accellera's Members, Consultants, and Contractors. Accellera may use its members, consultants, and contractors in connection with the performance of its obligations and exercise of its rights under this Agreement.
- 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 SACRAMENTO COUNTY, CALIFORNIA, USA; THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.
- 5. Assignment. You may not assign this Agreement or any part of it without Accellera's prior written consent. Accellera may assign this Agreement or any part of it upon notification, which may be posted on the Accellera Website or sent to the contact information you provided upon registration.
- 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.
- 7. No Agency. This Agreement does not create any agency, partnership, or joint venture between the parties.
- 8. No Third-Party Beneficiaries. This Agreement does not confer any benefits on any third party unless it expressly states that it does.

- 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.
- 10. Entire Agreement. This Agreement, along with the Accellera Work Agreement should the Project be accepted, sets out all terms agreed between the parties and supersedes all other agreements between the parties relating to the Program. 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.
- 11. Severability. If any term (or part of a term) of this Agreement is invalid, illegal or unenforceable, the rest of the Agreement will remain in effect.
- 12. Translations. In the event of any discrepancy between the English version of this Agreement and a translated version, the English version will govern.

Name:	
University:	
Country:	
Email:	
Signature:	
Date:	