

BE HELPFUL.

Helpful Volunteer Agreement

Helpful is an international, open source community incubator focused on mobilizing people to help solve the Covid-19 pandemic and other critical issues. With thousands of volunteers worldwide, our mission is to support projects through innovations in engineering, community resources, software, and manufacturing.

Thank you for joining the Helpful community! Whether you are here to create a new project or offer support to an existing one, we're happy you showed up. Before we start being Helpful, we would like to define your role. We need to discuss responsibility and liability. We also will clarify our community rules, so we can all do our best work in harmony with each other.

- I. **The Basics.** This Volunteer Agreement (“Agreement”) is made on the date you initially access Helpful Resources (as defined below). It is between you, the volunteer (“you” or the “Volunteer”) and Helpful (d/b/a Helpful Engineering), a nonprofit corporation located in Sylvania, Ohio (“Helpful”). **By and in consideration for accessing Helpful resources (including, without limitation, other Helpful volunteers, Helpful communication channels (currently Slack), Helpful’s repository (currently, Helpful’s GitHub organization), and software and support provided by Helpful) (hereafter, “Helpful Resources”), you agree to accept the obligations set forth herein.**

- II. **Code of Conduct.** You agree to adopt and uphold the Helpful Code of Conduct while working with and representing the Helpful community:
 1. **BE KIND.** We expect everyone to act with mutual respect, dignity, and compassion. This includes abstaining from prejudicial words, or actions, involving race, gender, class, sexual orientation, gender presentation, physical ability, or religious affiliations.
 2. **BE COMMUNICATIVE.** Transparency is key, and you will be asked for updates on your role and activities in the community. Following existing workflows and having frequent communication keeps everyone on the same page and decreases the likelihood of critical mistakes, misunderstandings, or duplicated work.
 3. **BE THOUGHTFUL.** We love new ideas and new collaborations, but our community values making decisions carefully. Large decisions should be made with input from others and not unilaterally! If you have questions, ask and let's find a solution.
 4. **BE ACCOUNTABLE.** Mistakes happen even with the best of intentions. If you say you're going to do something, do it. If you can't do it on time, inform your co-collaborators in a timely manner so that others can step in and support you.
 5. **BE TRUSTWORTHY.** We stress safeguarding community resources including sensitive information, passwords, personal information, and other internal data. This means you won't divert or utilize Helpful Resources or relationships towards another effort - public, or private. Your confidentiality obligations are further described in Section VIII. This

further means that if you become aware of a conflict of interest, you will timely speak to an Officer or Board Director of Helpful to discuss the way forward.

6. **BE CONSCIENTIOUS.** The Helpful community is counting on you to be professional. Helpful consists of many volunteers giving their time and effort. Please leave your workspace, files, and tools in an orderly fashion such that they are accessible to other members of the community. If you decide to move on from Helpful, we'd appreciate it if you can leave your contact information and assist the next person who will continue the excellent work that you've already done.
7. **BE RESPECTFUL.** Many people are volunteering their time, tools, and other resources to make this effort come together, so please be respectful of individuals, their time, tools and resources. Make an effort to be professional and helpful.
8. **BE HELPFUL.** Our primary goal is to do work that is helpful!

III. **The Nature of Your Relationship with Helpful.**

1. You acknowledge that you are a volunteer and, as such, your services are donated. You have no entitlement or expectation of any present or future salary, wages, or other benefits for these voluntary services from Helpful. This Agreement should not be construed to create any association, partnership, joint venture, employment, or agency relationship between you and Helpful for any purpose. Helpful will not be responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including for unemployment or disability, or obtaining workers' compensation insurance on your behalf.
2. You agree to comply with Helpful's policies and procedures as they are communicated to you, including without limitation the policies and procedures set forth in this Agreement.
3. As a volunteer, you have no authority to speak, make agreements, or execute legally binding documents on behalf of Helpful.
4. This Agreement and your access to Helpful Resources may be terminated at any time by either you or Helpful. We request that you provide ten (10) days prior written notice of your intention to cease volunteering for Helpful. Upon termination of this Agreement, you agree to provide reasonable assistance to transition any credentials, institutional knowledge, or documents to Helpful or to such other volunteer as Helpful may designate. Those sections of this Agreement which are by their nature intended to survive termination shall so survive. This includes Sections V (Obligation to Use Open Source License), VII (Legalities), and VIII (Restrictive Covenants and Confidentiality).

IV. **Your Content.**

1. You are responsible for the contributions you make to the Helpful community, including any content which you may disseminate using the Helpful Resources (your "Content"). Helpful does not take any responsibility for and we do not expressly or implicitly

endorse, support, or guarantee the completeness, truthfulness, accuracy, reliability, or usefulness of your Content or of the Content of any other volunteer.

2. By disseminating your Content using the Helpful Resources, you represent and warrant that you have all rights, power, and authority necessary to make your Content publicly available. Because you alone are responsible for your Content, you may expose yourself to liability if you post or share Content without all necessary rights.
3. Although you retain ownership rights in your Content, you understand and acknowledge that, when you disseminate your Content using the Helpful Resources, it becomes Helpful Work Product (as defined below); as such, it becomes subject to an open source license, as further described in Section V.
4. Although we have no obligation to screen, edit, or monitor your Content, we may, in our sole discretion, delete or remove Your Content at any time and for any reason, including for violating this Agreement.

V. **Obligation to Use Open Source License and Helpful Resources.**

1. This Section V describes your obligations with respect to Helpful Work Product. "Helpful Work Product" is all documents, data, work product and/or other materials, including any Intellectual Property Rights therein, that are developed or prepared by you, other Helpful volunteers, or other third parties using Helpful Resources. "Intellectual Property Rights" means all (i) patents, patent disclosures and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs), mask works, and rights in data and databases, (iv) trade secrets, know-how and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world. Helpful Work Product includes but is not limited to (a) any content shared on Helpful channels, including the Helpful Slack channel and the Helpful GitHub organization, and (b) any content, designs, or ideas which are developed in consultation with other Helpful volunteers.
2. You have an obligation to offer Helpful Work Product to the public using an open source license compliant with the Helpful Licensing Guide which is available at <https://helpfulengineering.org/licensing-guide/>, as it may be amended from time to time (the "Helpful Licensing Guide").
 - a. If you are working on an existing project using Helpful Resources, there must be a license compliant with the Helpful Licensing Guide set forth in the applicable repository for that project. If this is the case, you have an obligation to comply with that license. **If this is not the case, you have an obligation to add a compliant license.**

- b. If you are establishing a new project using Helpful Resources, you have an obligation to use and comply with a license compliant with the Helpful Licensing Guide for that project and to publish such license in any applicable repository.
3. You hereby waive any and all claims you may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to Helpful Work Product, to the extent such rights would conflict with this Agreement.
4. **In order to ensure that it remains open source and properly credited, all Helpful Work Product must be maintained on and reflected in a Helpful-designated and maintained repository.** We strongly prefer that you use Helpful Resources where provided, including the then-current Helpful-designated tool for communication (as of the effective date of this Agreement, Slack).

VI. **Representations and Warranties.** You hereby represent and warrant that:

1. You are over the age of eighteen. If you are under the age of eighteen, your parent or guardian must agree to this Agreement on your behalf.
2. You will not engage or participate in any activity or course of action that could diminish or tarnish Helpful's image or reputation or cause confusion as to the obligations to use an open source license set forth in Section V of this Agreement.
3. You are not contractually or otherwise legally prohibited from sharing information with and participating in the Helpful community, including because of any restrictions placed upon you by your employer. At certain points in your journey as a Helpful volunteer, you may be asked to provide evidence that you are not in violation of this subsection.

VII. **Legalities.**

1. YOU ARE AWARE AND UNDERSTAND THAT THE ACTIVITIES YOU MAY PARTICIPATE IN AS A VOLUNTEER MAY BE DANGEROUS, MAY EXPOSE YOU TO A VARIETY OF FORESEEN AND UNFORESEEN HAZARDS AND RISKS, AND MAY INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. THESE MAY RESULT NOT ONLY FROM YOUR OWN ACTIONS, INACTIONS, OR NEGLIGENCE, BUT ALSO FROM THE ACTIONS, INACTIONS, OR NEGLIGENCE OF OTHERS, OR THE CONDITION OF FACILITIES, EQUIPMENT, OR PROPERTY. FURTHER, THERE MAY BE OTHER RISKS NOT KNOWN TO YOU OR REASONABLY FORESEEABLE AT THIS TIME. YOU ACKNOWLEDGE THAT YOU ARE VOLUNTARILY PARTICIPATING IN THE VOLUNTEER ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND UNDERSTAND AND HAVE CONSIDERED THOSE RISKS. YOU HEREBY EXPRESSLY AND SPECIFICALLY ASSUME SUCH RISKS, INCLUDING ANY AND ALL RISK OF INJURY, HARM, DEATH, OR LOSS THAT YOU MAY INCUR AS A RESULT OF PARTICIPATION IN THE VOLUNTEER ACTIVITIES.
2. You agree that you will fully cooperate with Helpful and its agents in any investigation, lawsuit, arbitration, or any other legal or quasilegal proceedings that arise from the volunteer services covered by this Agreement. You also agree to notify Helpful

immediately of any incident that occurs which you know of which may give rise to liability on the part of Helpful or any volunteer, including you.

3. You hereby fully and forever release and discharge Helpful from, and expressly waive, any and all losses, damages, claims (including negligence claims), demands, lawsuits, expenses, and any other liability of any kind or nature, either in law or in equity, of or to you, your property, or any other person, directly or indirectly arising out of or in connection with your participation in the volunteer activities, even if it is due to the negligence, injudicious act, omission, or other fault of any of Helpful. You will not initiate any claim, lawsuit, court action, or other legal proceeding or demand against Helpful, nor join or assist in the prosecution of any claim for money or other damages which anyone may have, on account of injuries (including death), losses, or damages sustained by you, other parties, or your (or others') property in connection with your participation in the volunteer activities, you waive any right you may have to do so, and you fully and forever release and discharge Helpful from liability under such claims or demands. This means that you cannot sue to hold Helpful responsible for any injury, loss, or damage sustained by you, other parties, or your (or others') property in connection with the volunteer activities, even if it is due to the negligence, injudicious act, omission, or other fault of Helpful. You waive any insurers' right to make a claim against Helpful based on payments by insurers to you or on your behalf for any reason. This means your insurers have no rights of subrogation against Helpful.
4. YOU UNDERSTAND THAT THIS AGREEMENT DISCHARGES HELPFUL FROM ANY LIABILITY OR CLAIM THAT YOU MAY HAVE AGAINST HELPFUL WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, OR PROPERTY LOSS THAT MAY RESULT FROM THE VOLUNTEER ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF HELPFUL OR OTHERWISE.
5. Except to the extent prohibited by law, you agree to defend, indemnify, and hold Helpful, its directors, officers, employees, affiliates, agents, contractors, third-party service providers, volunteers, and licensors harmless from any claim or demand, including costs and attorneys' fees, made by any third party due to or arising out of (a) your Content or your use of the Helpful Resources, (b) your violation of this Agreement (including without limitation your breach of Section VI.3, in which you represent and warrant that you are not contractually or otherwise legally prohibited from sharing information with and participating in the Helpful community), or (c) your violation of applicable laws or regulations. We reserve the right to control the defense of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims.

VIII. Confidentiality and Restrictive Covenants.

1. Acknowledgement. You understand that the nature of your role in the volunteer activities may give you access to and knowledge of Confidential Information and places you in a position of trust and confidence with Helpful. You understand and acknowledge that the services you provide utilize Helpful's Intellectual Property and other Confidential Information and that such services are therefore unique, special, or extraordinary. You further understand and acknowledge that Helpful's ability to reserve these for the exclusive knowledge and use of Helpful is of great importance and value

to Helpful for purposes of further advancing Helpful's mission, and that improper use or disclosure by you is likely to result in unfair or unlawful competitive activity. For purposes of this Agreement, "Confidential Information" means all nonpublic, proprietary information and materials, whether in written, oral, visual, electronic, or other form and whether or not identified as confidential at the time of disclosure, relating to trade secrets, technology, Intellectual Property Rights, or business operations or strategies and other sensitive or proprietary information of Helpful; provided, however, that "Confidential Information" does not include information that is: (i) in the public domain (including through an open source license) unless such information is public because of your wrongful act or breach of this Agreement; (ii) known to you at the time of disclosure without restriction on use or disclosure prior to receipt of such information from Helpful; or (iii) rightfully obtained by you on a non-confidential basis from a third party.

2. Confidentiality. As a condition of receiving any Confidential Information, you acknowledge that you have been informed of the confidential, nonpublic, and proprietary nature of such information, and agree that the Confidential Information will be held in confidence and that such information will not be used for purposes other than in furtherance of your participation in the volunteer activities. You agree that you will not disclose, make use of in any manner, disseminate, or in any way circulate any Confidential Information, except in accordance with this Agreement or with the written consent of Helpful. You further agree to not disclose Confidential Information to any other person unless such person has a specific need to know directly related to your engagement with Helpful. Upon the expiration of your provision of volunteer services, the provisions of this Section XI shall survive for a period of ten (10) years. If you become legally compelled to disclose any Confidential Information, you shall provide (i) prompt written notice of such requirement so that Helpful may seek, at its sole cost and expense, a protective order or other remedy; and (ii) reasonable assistance, at Helpful's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, you remain required to disclose any Confidential Information, you shall disclose no more than that portion of the Confidential Information which you are legally required to disclose.

IX. Copyright, Trademark, DCMA, and Takedowns.

1. Helpful respects the intellectual property of others and requires that our volunteers do the same. We have a policy that includes the removal of any infringing material from Helpful Resources and, in some cases, for the permanent suspension of infringers. If you believe that anything disseminated using Helpful Resources infringes a copyright or a trademark that you own or control, you may notify Helpful's Designated Agent by contacting:

Copyright Agent
Helpful, Inc.
470 West Broad Street, Unit 10
Columbus, Ohio 43215
legal@helpfulengineering.org

2. Also, please note that if you knowingly misrepresent that any activity or material is infringing, you may be liable to Helpful for certain costs and damages.
3. If we remove your Content in response to a copyright or trademark notice, we will notify you using any contact information you provide to us. If you believe your Content was wrongly removed due to a mistake or misidentification in a copyright notice, you can send a counter notification to our Copyright Agent (contact information provided above). Please see 17 U.S.C. § 512(g)(3) for the requirements of a proper counter notification.

X. Remedies.

1. If you violate this Agreement, Helpful may suspend or permanently terminate your use of the Helpful Resources. Furthermore, Helpful retains any and all rights it may have in law or equity with respect to such violation.
2. If you violate Section V, which describes your obligation to offer Helpful Work Product to the public using an open source license compliant with the Helpful Licensing Guide, you agree that you will assign such Helpful Work Product to Helpful free of charge upon Helpful's request (including by executing any necessary documents to effectuate such assignment). At certain points in your journey as a Helpful volunteer, you may be asked to execute a conditional assignment document in advance of receiving certain Helpful Resources. In the event such an assignment becomes effective, Helpful will offer the assigned Helpful Work Product to the public using an open source license compliant with the Helpful Licensing Guide.

XI. Miscellaneous.

1. Claims arising out of or relating to this Agreement will be governed by the laws of Ohio, without regard to its conflict of laws rules. All disputes related to this Agreement will be brought solely in the federal or state courts located in Ohio, and you consent to personal jurisdiction in these courts.
2. You agree that this Agreement represents the full understanding between Helpful and you and supersedes all other prior agreements, understandings, representations, and warranties, both written and oral, between you and Helpful, with respect to the subject matter hereof. Notwithstanding the foregoing, if you are asked by Helpful to sign a new version of this Agreement, such new version shall control. If any term or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, that term or provision shall be deemed modified so as to be valid and enforceable to the full extent permitted. The invalidity of any such term or provision shall not otherwise affect the validity or enforceability of the remaining terms and provisions. This Agreement is binding on and inures to the benefit of Helpful and you and our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. Section headings are for convenience of reference only and shall not define, modify, expand, or limit any of the terms of this Agreement.

3. You agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the state of Ohio and agree that if any portion of this Agreement is invalid, the remainder will continue in full legal force and effect.