



*[DO NOT USE AS A TEMPLATE.
PLEASE CONTACT LEGAL IF YOU NEED A
CONFIDENTIALITY AGREEMENT.]*

Non-Disclosure Agreement

1. **Parties.** This Agreement is between the Wikimedia Foundation, Inc. ("WMF"), the disclosing party of certain Confidential Information, and _____ ("Volunteer"), the receiving party of certain Confidential Information (collectively, the "Parties").

2. **Background and Purpose.** Volunteer is providing volunteer services to review Wikimania 2013 scholarship applications, during which WMF may disclose certain confidential and non-public information.

3. **Description of Confidential Information.** Confidential Information, whether disclosed in written, oral, visual, or tangible form, disclosed by WMF to Volunteer shall be subject to the provisions of the Agreement when: (a) the information is disclosed in written form which is marked confidential; (b) the information is disclosed orally or visually and is identified at the time of disclosure as being confidential; (c) when disclosed in tangible form, it is identified at the time of disclosure as being confidential; or (d) any information relating to scholarship applications. Moreover, Confidential Information shall include (whether marked confidential or not) data regarding e-mail addresses, locations, or any other personally identifiable information regarding readers, users, contributors, community members, or editors of the WMF's websites.

4. **Agreement to Maintain Confidentiality.** Volunteer agrees to hold any Confidential Information disclosed to it in confidence, to cause its agents or other third parties to hold such Confidential Information in confidence, and to use the same standard of care used to protect its own proprietary and confidential information in protecting the Confidential Information. Volunteer shall not disclose Confidential Information to others or use Confidential Information for purposes other than the project(s) assigned to Volunteer by WMF.

5. **Effective Date and Length of Obligation.** This Agreement is effective as of the last date of execution by both Parties ("Effective Date") and may be terminated by WMF at any time upon written notice. This Agreement shall terminate three (3) years from the Effective Date. All obligations concerning personally identifiable information shall survive the termination of this Agreement.

6. **Exceptions to Confidential Information.** Confidential Information shall not include any information which (a) was publicly available at the time of disclosure; (b) became publicly available after disclosure without breach of this Agreement by Volunteer; (c) was in Volunteer's possession prior to disclosure, as evidenced by Volunteer's written records, and was not the subject of an earlier confidential relationship with WMF; (d) was rightfully acquired by Volunteer after disclosure by WMF from a third party who was lawfully in possession of the information and was under no obligation to WMF to maintain its confidentiality; (e) is independently developed by the Volunteer employees or agents who have not had access to the Confidential Information; or (f) is required to be disclosed by Volunteer pursuant to judicial



order or other compulsion of law, provided that the Volunteer shall provide to WMF prompt notice of such order and comply with any protective order imposed on such disclosure.

7. **Return of Confidential Information.** At any time requested by WMF, Volunteer shall return or destroy all documents, samples or other materials embodying Confidential Information, shall retain no copies thereof, and shall certify in writing that such destruction or return has been accomplished.

8. **Disclaimer of Other Relationships.** This Agreement does not create a relationship of agency, partnership, joint venture or license between the parties.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of the California, without reference to conflicts of law principles. The parties hereby submit and consent to the jurisdiction of the federal and state courts of the state of California for purposes of any legal action arising out of this Agreement.

10. **Amendments.** This Agreement supersedes all previous agreements between the parties regarding the Confidential Information and cannot be canceled, assigned or modified without the prior written consent of the Parties.

11. **Breach.** If either party breaches the term(s) of this Agreement, the other party shall have the right to (a) terminate this Agreement and/or demand the immediate return of all Confidential Information; (b) recover its actual damages incurred by reason of such breach, including, without limitation, its attorneys fees and costs of suit as well as profits obtained by the breaching party as a result of misusing the Confidential Information; (c) obtain injunctive relief to prevent such breach or to otherwise enforce the terms of this Agreement; and (d) pursue any other remedy available at law or in equity. Failure to properly demand compliance or performance of any term of this Agreement shall not constitute a waiver of the parties' rights hereunder.

12. **Severability.** Provisions of this Agreement are severable, and if any part of this Agreement is found to be unenforceable, the other provisions shall remain fully valid and enforceable. If this Agreement shall be determined by any court to be unenforceable because of its duration, the scope of activities, or geographic area covered, the parties agree that this Agreement shall be interpreted to extend only over the maximum period of time, range of activities, or geographic area enforceable.

Wikimedia Foundation

Volunteer

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Date: _____