

Wikimedia Foundation

Confidentiality Agreement

This Confidentiality Agreement is entered into on the below date between the Trustee signing this agreement and the Wikimedia Foundation (the "Foundation"), a Florida nonprofit corporation located at 149 New Montgomery St., San Francisco, CA 94105.

Members of the Board of Trustees of the Foundation have fiduciary duties imposed by state law. These fiduciary duties require each Board member to act in good faith, with ordinary care, and in a manner the Board member reasonably believes is in the best interests of the Foundation. The [Board Handbook](#) provides a further explanation of these duties.

Transparency is a [guiding principle](#) for the Foundation. Protecting confidentiality where appropriate enables the Foundation to commit to effective transparency while protecting the open and candid discussions that are crucial for the Board's support for the Foundation's mission. This confidentiality agreement covers discussions in formal Board meetings, as well as Board communications that occur in less formal settings.

This agreement governs the receipt, use, and disclosure of Confidential Information by each member of the Board of Trustees. This agreement is intended to supplement the Foundation's Code of Conduct Policy and other Foundation policies.

1. Confidential Information means any nonpublic information, communication, or other materials which the Foundation or one of its Board members, officers, or staff members communicate to you in your capacity as a Trustee, or that you receive from a third party in connection with your service as a Trustee, including:
 - a. any materials marked confidential or attorney-client privileged;
 - b. the Foundation's nonpublic plans, strategies, budgets, or financial information;
 - c. nonpublic information shared in connection with Board meetings, deliberations, and discussions, including nonpublic communications on private mailing lists or private wikis;
 - d. nonpublic information about Wikimedia users, donors, and potential donors, including their identities; and
 - e. nonpublic information about the Foundation's past or present trustees, officers, executives, staff members, and vendors, including any nonpublic information related to someone's hiring or termination.
2. Confidential Information does not include information that is generally known or available to the public or that is provided to you by a third party who is not affiliated with the Foundation and who has no duty to maintain such information in confidence. This Agreement is not intended to prevent disclosure of Confidential Information where disclosure is required by law.

3. You are obligated to keep confidential and not disclose Confidential Information to any person, including your relatives, friends, and members of the Foundation staff, unless the Foundation has authorized such disclosure.
4. If you are unsure whether the Foundation has authorized you to disclose Confidential Information to a third party, you should obtain approval from the Chair of the Foundation's Board of Trustees before making the disclosure.
5. Confidential Information belongs exclusively to the Foundation.
6. You should take reasonable measures to avoid unauthorized or inadvertent disclosures of Confidential Information and should, for example, refrain from leaving Confidential Information contained in documents unattended or on computer screens in plain view.
7. At the expiration of your service on the Board, and at any other time upon written demand by the Foundation, you must promptly return to the Foundation or delete all materials in your possession that contain Confidential Information.
8. Your obligations under this Agreement with respect to Confidential Information remain in effect for three years after you leave the Board of Trustees, except for information that must be kept confidential longer than three years, such as confidential information on donors, staff, and users and attorney-client privileged communications.

You acknowledge that any violation of this Policy could cause harm to the Foundation, frustrate Board deliberations and action, and may lead to internal discipline and legal action. Each of the undersigned has executed this Confidentiality Agreement, as of the below date.

Foundation

Trustee

Wikimedia Foundation, Inc.

By: _____

By: _____

Name:

Name:

Title:

Date: _____

Date: _____