

Confidentiality-related excerpts from standard Wikimedia Foundation employment agreement.

DO NOT USE without contacting Wikimedia Foundation Legal team first.

Confidentiality You acknowledge that in the course of providing your consulting services to WMF you will occupy a position of trust and confidence. You agree that you shall not, except as may be required to perform any of your duties hereunder or as required by applicable law, disclose to others or use, directly or indirectly, any Confidential Information as defined herein and you will use discretion and good faith in what you do disclose that may not be specifically defined as Confidential Information in this Agreement. "Confidential Information" shall mean the following: 1. any undisclosed WMF strategic plans or materials, 2. potential business relationships of WMF, including the actual business relationship or their terms, 3. personally identifiable information or financial information regarding WMF donors, volunteers, and community members, 4. any WMF financial, employee or contractor records or information, and 5. anything specifically marked as "confidential" or, if disclosed orally communicated as "confidential". The provisions of this paragraph shall survive the termination of your consulting services agreement with WMF.

...

Remedy

You acknowledge that if you breach your obligations set forth in this agreement that monetary damages alone would not be an adequate remedy for WMF. As a result, if you breach or threaten to breach any provisions of this Agreement, WMF shall be entitled to an injunction preventing you from committing such breach. WMF's right to an injunction shall not limit its right to any other remedies, including damages. Injunctive relief may be sought in any state or federal court in the County of San Francisco with jurisdiction to hear this matter.