



Trusted Volunteer Access & Confidentiality Agreement

1. **PARTIES.** This Trusted Volunteer Access & Confidentiality Agreement (this “Agreement”), effective as of the last date of execution by the both Parties, is between the Wikimedia Foundation (“Wikimedia”) and _____ (“Volunteer”) (together, the “Parties”).
2. **BACKGROUND AND PURPOSE OF DISCLOSURE.** Wikimedia wants to give Volunteer privileged access to Wikimedia's resources (including but not limited to its premises, hardware, phone systems, email systems, access keys, account credentials, other online systems, and communication tools). With such access, Volunteer may come into contact with Wikimedia confidential and proprietary information, including information entrusted to Wikimedia by members of the Wikimedia movement. This Agreement requires Volunteer to protect and honor this trust by keeping this information confidential. This Agreement is not a means to prevent sharing and creativity, it is a tool to clearly establish those things Wikimedia feels are important for each of us to understand regarding the nature and importance of Confidential Information.
3. **DEFINITION OF CONFIDENTIAL INFORMATION.** Confidential Information means any information disclosed by Wikimedia to Volunteer, either directly or indirectly, in writing, orally or by inspection of tangible objects, which Wikimedia designates in writing as “confidential,” “proprietary,” or another similar designation. Information communicated orally, visually (such as through visits to facilities), or in tangible form (such as product samples) is Confidential Information if it is identified at the time of disclosure as being confidential, or if it is communicated to Volunteer in writing as being confidential within a reasonable time following disclosure. Confidential Information may include both information that is intentionally shared with Volunteer under this Agreement, and information not deliberately shared with Volunteer but that by its nature would reasonably be considered confidential. Confidential Information shall always include (whether marked confidential or not) personally identifiable information or financial information regarding WMF donors, employees volunteers, and community members, proprietary information, technical data, trade secrets, know-how, any third party Confidential Information, and non-public information about commitments or proposals to third parties.
4. **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, and which was not the subject of an earlier confidential relationship with Wikimedia; (d) was rightfully acquired by Volunteer after disclosure by Wikimedia from a third party who was lawfully in possession of the information and was under no obligation to maintain its confidentiality; (e) is independently developed by the Volunteer or Volunteer’s employees or agents who have not had access to the Confidential Information; or (f) is specifically required to be disclosed by Volunteer pursuant to judicial order or other compulsion of law, provided that the Volunteer shall provide to Wikimedia prompt notice of such order and comply with any protective order imposed on such disclosure.
5. **AGREEMENT TO MAINTAIN CONFIDENTIALITY.** Volunteer may use and disclose Confidential Information only to the extent necessary and only for the purposes of his or her relationship with Wikimedia. Volunteer agrees to hold any Confidential Information disclosed in confidence, and to protect the confidentiality of that information with the same standard of care Volunteer’s employs to protect his or her own confidential information, but in no case below a reasonable standard of care.
6. **RETURN OF CONFIDENTIAL INFORMATION.** At any time requested by Wikimedia, 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 return has been accomplished.

7. **DISCLAIMER OF OTHER RELATIONSHIPS.** This Agreement does not require the disclosure of any Confidential Information, and does not create a relationship of employment, agency, partnership, joint venture or license between the Parties. Volunteer agrees not to use his or her access to Wikimedia resources in any attempt to misrepresent to or mislead others otherwise.
8. **MISAPPROPRIATION.** Volunteer may not access any Wikimedia Confidential Information without express authorization by Wikimedia. Volunteer agrees not to use his or her access to Wikimedia resources to negatively affect, misappropriate, infringe, or damage Wikimedia interests, property, or reputation in any way (as determined by Wikimedia in its sole discretion), or to access information that Volunteer is not explicitly invited by Wikimedia to access. Volunteer further agrees not to share access keys, account credentials, or any other means of privileged access to Wikimedia resources with any third party for any reason. Wikimedia may withdraw or block any means of access within its sole discretion, and Volunteer shall fully cooperate with Wikimedia in returning all access to Wikimedia resources if so requested by Wikimedia.
9. **BREACH.** If Volunteer breaches the term(s) of this Agreement, Wikimedia will 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 will not constitute a waiver of Wikimedia rights hereunder.
10. **GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without reference to conflict of law principles. Any legal suit, action or proceeding arising out of this Agreement or its purpose shall be instituted exclusively in the federal and state courts of California in each case in the city of San Francisco. The Parties hereby submit and consent to the jurisdiction of such courts in any such suit.
11. **NOTICES.** Any notice required or permitted under this Agreement shall be delivered to:

Wikimedia Foundation Inc.
 Attn: Legal Department
 149 New Montgomery Street; Floor 6
 San Francisco, CA 94105

12. **OTHER AGREEMENTS: 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.

 Volunteer-Name (Signature)

 Wikimedia Foundation-Name (Signature)

 Volunteer-Name (Print)

 Wikimedia Foundation-Name (Print)

 Date

 Wikimedia Foundation Representative (Title)

 Date