

## Trusted Access & Confidentiality Agreement

This agreement is between the Wikimedia Foundation ("WMF"), and the volunteer signing below ("you").

The parties agree that:

- 1. Background and purpose of disclosure.** WMF wants to give you privileged access to WMF's resources (including but not limited to its premises, phone systems, email systems, access keys, account credentials, other online systems, and communication tools). During this time, you may come into contact with WMF confidential information, including information entrusted to WMF by members of the Wikimedia movement. This agreement requires you to protect and honor this trust by keeping this information confidential.
- 2. Definition of Confidential Information.** Confidential Information is information disclosed by WMF to you that is identified at the time of disclosure, in writing or orally, as being confidential.  
Confidential Information also includes, whether marked confidential or not:
  - WMF editor, user, and donor personal information as defined in the WMF Privacy Policy ([https://wikimediafoundation.org/wiki/Privacy\\_policy](https://wikimediafoundation.org/wiki/Privacy_policy)); and
  - access keys, passwords, or any other means of privileged access.
- 3. Agreement to maintain confidentiality.** You shall not disclose any Confidential Information to others and shall use the same standard of care used to protect your own confidential information in protecting the Confidential Information, but in no circumstances shall you use less than a reasonable degree of care. You shall not disclose Confidential Information to others unless such disclosure is necessary to fulfill the purpose of this Agreement and the recipient is under similar confidentiality obligations to you or WMF. You shall not use Confidential Information for purposes other than as needed for your relationship with WMF.
- 4. Exceptions to Confidential Information.** Confidential Information does 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 you; (c) was in your possession prior to disclosure, as evidenced by your written records and was not the subject of an earlier confidential relationship with WMF; (d) was rightfully acquired by you 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 your employees or agents who have not had access to the Confidential Information; or (f) is required by law to be disclosed by you, provided that you shall give WMF prompt notice of such legal requirement and comply with any protective order imposed on such disclosure.
- 5. Return of Confidential Information.** At any time requested by WMF, you shall return or destroy all documents, samples, or other materials embodying Confidential Information, including those created by you. You shall, within a reasonable time, certify in writing that such return or destruction has been accomplished.
- 6. Ownership: No licenses.** This agreement does not grant any property rights, by license or otherwise, to any of WMF's tangible or intangible property, or to any copyright, trademark, or other intellectual property right that may issue based on such.
- 7. Disclaimer of other relationships.** This agreement does not create a relationship of employment, agency, partnership, joint venture, or license between the parties. You agree not to use Confidential Information in any attempt to misrepresent to or mislead others.

8. **Access.** You shall not access Confidential Information that you were not explicitly invited by WMF to access. WMF may withdraw or block such means of access within its sole discretion.
9. **Misuse.** You shall not use Confidential Information to misappropriate, infringe, or damage WMF interests or property in any way (as determined by WMF in its sole discretion).
10. **Governing law.** This agreement is governed by the laws of the State of California, without reference to conflict of law principles. The parties hereby submit and consent to the jurisdiction of the federal and state courts of California for purposes of any legal action arising out of this agreement.
11. **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.

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12. **Disclaimer.** WMF disclaims all warranties as to (1) the accuracy or completeness of the Confidential Information and (2) all ownership of the Confidential Information and any intellectual property therein.

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13. **Severability:** Should any part of this agreement be declared illegal or unenforceable, that declaration will not alter the validity or enforceability of any other term, and the parties shall cooperate in all ways open to them to obtain substantially the same result or as similar a result as possible, including taking appropriate steps to amend, modify, or alter this agreement.
14. **Breach.** If you breach any term of this agreement, WMF will have the right to (a) terminate this agreement; (b) demand the immediate return of all Confidential Information; (c) recover its damages incurred by reason of such breach, including, without limitation, its attorneys fees and costs of suit against you or with any third party, any fines incurred by WMF, as well as profits obtained by the breaching party as a result of misusing the Confidential Information; (d) obtain injunctive relief to prevent such breach or to otherwise enforce the terms of this agreement; and (e) 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 WMF's rights.

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You-Name (Signature)

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WMF-Name (Signature)

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You-Name (Print)

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WMF-Name (Print)

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Date

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WMF-Representative (Title)

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Date