

# Confidentiality Agreement for Mozilla Volunteers

In order for you to have access to confidential information about Mozilla Corporation, Mozilla Foundation, or other Mozilla related entities (“Mozilla”), or any Mozilla partners, and become an “NDA’d Mozillian” you must indicate your understanding and agreement with the terms in this Confidentiality Agreement (also referred to as a non-disclosure agreement, “NDA”). This NDA forms a legal agreement between you and Mozilla.

## 1. Scope

Mozilla is an open source software project committed to being as open as possible. Sometimes, however, certain information is not intended to be public and is to be treated as confidential (“Confidential Information”). During the course of your volunteering, you may receive Confidential Information as part of your activities for Mozilla (“Activities”). The purpose of this NDA is to explain what information is considered Confidential Information, your obligations with respect to Confidential Information, and who you should contact if you have questions or suspect a leak of Confidential Information.

## 2. How do you know if information is Confidential Information?

You’ll know information is Confidential Information if:

- a) the person disclosing the information tells you that the information is confidential;
- b) there is a notation on the email, document or material to indicate that the information is confidential; or
- c) the information is not public and made available in an internal Mozilla meeting to which you are invited, or is made available to you through a permission-required or password-required online document, mana page, or other form of access restriction.

Some examples of Confidential Information include:

- unannounced marketing and communications materials related to Mozilla campaigns and product launches (including partners, dates, and product release plans);
- non-public source code and plans related to unannounced Mozilla projects;
- metrics and dashboards on performance that are labeled confidential;
- data related to Mozilla users, volunteers, or employees (including contact information, profile information, server logs, etc.); and
- discussions on Mozilla and partners shared in any internal company meetings for Mozilla staff and NDA’d Mozillians.

If you're unsure if information is Confidential Information, ask the person who you received the information from before sharing or acting on the information. Alternatively, you can always email [legal-notices@mozilla.com](mailto:legal-notices@mozilla.com), which goes to "Mozilla's Legal Team".

#### **4. What are your obligations when handling Confidential Information?**

**You will only use Confidential Information to perform your Activities on behalf of Mozilla.**

**You will not publicly disclose or share the Confidential information with any other persons**, except with other Mozilla employees or other volunteers under an NDA with Mozilla as noted below.

You will:

- d) only share the Confidential Information if Mozilla tells you that it can be shared,
- e) only share the Confidential Information with the specific group or individuals Mozilla authorizes you to share with; and
- f) use appropriate judgment and access restrictions to prevent unauthorized disclosure.

#### **5. When do your obligations end?**

Your obligations continue for as long as the information remains confidential, even if this NDA ends. Only when the information is publicly announced or made publicly available by Mozilla (or its partner) is the information no longer considered Confidential Information. If you're unsure, ask the Discloser or email Mozilla's Legal Team.

#### **6. When does this NDA end?**

This NDA lasts for one year from the date of the last signature below. After a year, you may automatically receive a notification to renew this NDA. Renewal would be appropriate if, at the time of renewal, you meet the following criteria: (a) you are still an active volunteer and (b) you may have access to Confidential Information as part of your Activities.

If the NDA ends and is not renewed, you will be removed from certain channels of communication in which Confidential Information is shared (for example, monthly company meetings on Air Mozilla or certain email distribution lists). If, for any reason, you have continued access to Confidential Information, you remain under an obligation to keep such information confidential. You can email [legal-notices@mozilla.com](mailto:legal-notices@mozilla.com) to stop receiving Confidential Information or to end this NDA prior to the one year expiration date.

#### **7. What else do you need to know?**

Here are a few other key terms that you should be aware of:

- a) you understand that your breach of this NDA may cause immediate and irreparable injury to Mozilla due to the potentially unique nature of the Confidential Information;
- b) you are not authorized to bind Mozilla in any way, or sign any agreements on behalf of Mozilla;
- c) you are not an employee or agent of Mozilla and cannot represent yourself as such;

- d) this NDA is not transferable to any other person;
- e) this NDA is governed and construed in accordance with California law in the United States of America, without regard to its conflict of law principles;
- f) in the event of a conflict between a translated version of this NDA and the English language version, this English language version shall control; and
- g) this NDA constitutes the entire agreement between you and Mozilla on the subject matter herein and supersedes all previous and related communications relating to the subject matter herein.

**Accepted and agreed:**

<b>Mozilla Volunteer:</b>	<b>Mozilla:</b>
Signature	Signature
Printed Name	Printed Name
Volunteer Program or Activities	Business Org
Date	Date
Country	Country
Email address	Email address

FOR REVIEW ONLY