

Mozilla Reps Program Agreement

In order to officially represent Mozilla Corporation (“Mozilla”) in your country or region as part of our Mozilla Reps Program (that is, to become a “Mozilla Rep”) you must indicate your agreement to the terms below by completing and signing this Agreement and returning it to your mentor.

Background :

The Mozilla Reps Program (aka ReMo), is a program designed to provide a framework and specific tools to help Mozilla Reps be the eyes, ears and voice of Mozilla. Anyone who is passionate and knowledgeable about Mozilla and who is ready to dive deeper into the project can apply to become a Mozilla Rep. The Mozilla Reps Program helps push responsibility and authority to the edges, making it much easier for volunteers to organize and/or attend events, recruit and mentor new contributors, and better support their local communities.

1)The Mozilla Reps Program is open to anyone who is:

- passionate about the Mozilla Project (www.mozilla.org)
- knowledgeable of the Mozilla organization, its mission, its products and its community
- willing to communicate to as many people as possible and keen to inspire people to contribute to Mozilla

2)As a Mozilla Rep you agree to take on the following Responsibilities:

- Represent Mozilla in your country/region.
- Promote the Mozilla Project and mission.
- Build on and support existing/future local community efforts and programs.
- Inspire, recruit and support new contributors.
- Support and mentor future Mozilla Reps.
- Document clearly all of your activities.

3)You agree that, as a Mozilla Rep:

- You are authorized to speak for and about Mozilla with respect to your Responsibilities identified above.
- You can use your role as a Mozilla Rep only to benefit the Mozilla Project and mission and the Mozilla community and programs.
- You are not authorized to bind Mozilla in any way, or sign any agreements on behalf of Mozilla.
- You are not an employee or agent of Mozilla and cannot represent yourself as such.

- You cannot use your role as a Mozilla Rep to raise money for yourself. You also cannot use your role as a Mozilla Rep to raise money for your group, unless pre-approved by the Mozilla Reps Council.
- You absolutely may not bribe any persons, including government officials, on Mozilla's behalf or in your capacity as a Mozilla Rep.
- You cannot engage in any activities that violate the laws of your locale, Mozilla's policies, or the rights of any group or individual.
- You agree to the terms of, and will comply with, the Mozilla Non-Disclosure Agreement attached as Exhibit A.
- You will behave in a professional and respectable manner when acting as a Mozilla Rep.
- You may not use the Mozilla brand or trademarks without the prior consent of the Mozilla Reps Council (except in materials provided to you by Mozilla), and any such permitted use is limited to fulfilling your Responsibilities under this Agreement.
- Your Responsibilities under this Agreement are not transferable to any other person or group.
- Mozilla has a right to terminate this Agreement and your involvement in the Mozilla Reps Program at any time for any reason. Similarly you may terminate this Agreement and your involvement in the Mozilla Reps Program at any time. Certain terms of the Mozilla Non-Disclosure Agreement shall survive any termination of this Agreement as set forth in the Non-Disclosure Agreement.
- You confirm that at the time of signing this Agreement, you are at least 18 years of age.

Signed: _____

Date: _____

Printed Name: _____

Address: _____

EXHIBIT A

MOZILLA NONDISCLOSURE AGREEMENT

You and Mozilla Corporation have agreed that you will serve as a Mozilla Rep. In performing your responsibilities as a Mozilla Rep (your “**Responsibilities**”), you may come into contact with Confidential Information (as defined below). You agree to the following terms and conditions.

1. Confidential Information

- A. While Mozilla runs various open source projects and is committed to being an open company, it is a fact of doing business that from time to time there is certain information that Mozilla is not able to make public. In the course of providing your Responsibilities as a Mozilla Rep, you may come into contact with such confidential information through your daily dealings with Mozilla and its employees, through attending meetings and events, discussions with co-workers, access you are provided to tools and websites, or simply by being on site and overhearing conversations. “**Confidential Information**” includes, but is not limited to: (a) personal and potentially personal information of the users of the Mozilla websites and products; (b) non-public information related to Mozilla’s financial results, business strategy, distribution relationships or business performance; (c) matters of a technical nature such as inventions or research projects; (d) matters of a business nature such as costs, profits, policies, members, and strategies; (e) personnel and other information which has not been disclosed by Mozilla to the general public and (f) confidential information relating to Mozilla business partners. You agree that you will not disclose any Confidential Information, and will not use any Confidential Information for any purpose except in the course of and for the purposes of performing your Responsibilities as a Mozilla Rep. You shall obtain no right, title or interest in the Confidential Information.
- B. For purposes of clarification, Confidential Information does not include information that you can document: (i) has legally and properly entered the public domain through another source and through no fault of yours (e.g., code in Mozilla public repositories, non-confidential bugs in the Mozilla bug tracking system, discussions in public discussions groups); (ii) was rightfully known to you or was rightfully in your possession, without an obligation to keep it confidential, prior to the commencement of your work on behalf of Mozilla; or (iii) was approved for release by written authorization of Mozilla. For purposes of clarification, information that does not fall within the foregoing definition of Confidential Information will not be subject to the terms and conditions of this Agreement.

2. Obligations

- A. You will always use at least a commercially reasonable standard of care to prevent the unauthorized disclosure or dissemination of Confidential Information.
- B. You will not disclose Confidential Information to anyone else, except as expressly allowed in this Agreement.
- C. Notwithstanding anything to the contrary, you may disclose Mozilla’s Confidential Information (i) to the extent approved in writing in advance by Mozilla; (ii) to the extent you are legally compelled to disclose such Confidential Information; provided, however, that prior to any such compelled disclosure, if legally permissible you give Mozilla reasonable advance notice of any such disclosure to the extent reasonably possible and cooperate with Mozilla in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure of the Confidential Information; (iii) as required by applicable laws; (iv) in confidence, to legal counsel; and (v) in connection with the enforcement of this Agreement or any rights hereunder.
- D. All Confidential Information shall remain the property of Mozilla, and upon request by Mozilla, you shall immediately return or destroy, at Mozilla’s option, all of Mozilla’s tangible Confidential Information, including copies.

- E. No license, title, or right with respect to any Confidential Information is granted by Mozilla to you under any patents, patent applications, trademarks, copyrights, trade secrets, or otherwise.
- F. The parties acknowledge that products, software, and technical information or data disclosed under this Agreement may be subject to U.S. export laws and regulations.

3. Disclaimers

- A. All information provided hereunder is “AS IS” and without warranty.

4. Duration

- A. Unless mutually agreed otherwise in writing, your obligations hereunder with respect to each item of Confidential Information shall survive termination of this Agreement (and the Mozilla Reps Program Agreement) until all Confidential Information is no longer subject to protection under the terms of this Agreement per Section 1(B).
- B. You may not assign or transfer, in whole or in part, any of your rights, obligations or duties under this Agreement without the prior written consent of Mozilla.

5. Term

- A. This Agreement shall be effective as of the Effective Date and may be terminated immediately by either party without cause with respect to further disclosures, upon written notice to the other party. However, any termination of this Agreement shall also serve to terminate the Mozilla Reps Program Agreement.
- B. Unless terminated earlier, this Agreement shall automatically expire concurrently with the Mozilla Reps Program Agreement.
- C. The rights and obligations accruing prior to termination as set forth herein shall survive any termination or expiration of this Agreement as specified in Section 4(A) above.

6. General

- A. The parties agree that your breach of any part of this Agreement may cause immediate and irreparable injury to Mozilla due to the potentially unique nature of Mozilla’s Confidential Information. Accordingly, Mozilla shall be entitled to seek an immediate injunction against such breach and other equitable relief to enforce any and all of the provisions of this Agreement.
- B. This Agreement will be governed and construed in accordance with California law, without regard to its conflict of law principles.
- C. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all previous communications.
- D. This Agreement may not be amended or modified except by a writing signed by both parties.
- E. If any provision of this Agreement is held or made invalid or unenforceable for any reason, such invalidity will not affect the remainder of this Agreement, and the court or applicable finder of fact will replace such invalid or unenforceable provision with a provision, which being valid, legal and enforceable comes closest to the original intention of the provision found invalid or unenforceable.