

OpenStreetMap Non-Disclosure Agreement

Thank you for agreeing to assist with the OpenStreetMap effort. In connection with your activities on behalf of the OSM community, you may be exposed to nonpublic information, such as internal discussions or documents related to OSM's or a third party's future plans or budgetary information, or personal data about members of the OSM community or the people we deal with. Because of the sensitivity of such information, we ask you to sign this non-disclosure agreement (the "Agreement") before you begin to assist with OSM.

This Agreement is entered into as of the date it was last executed, as indicated below (the "Effective Date"), between the undersigned ("you" or "your") and the OpenStreetMap Foundation ("OSMF").

1. **Definition.** Confidential Information is defined as information disclosed (whether in oral, written, graphic, electronic any other form) to you by the OSMF or a third party that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential including, but not limited to: (a) personal data about any individual, including but not limited to whether they are involved with OSM, and (b) OSMF and third party plans, projections, financial information, data, partners, suppliers and existing and/or proposed products. Confidential Information does not include information that: (a) you already knew when you received it; (b) is or becomes public through no fault of yours; (c) you independently develop; or (d) is rightfully given to you by another party.

2. **Limitations on Use and Disclosure.** Except as expressly permitted by a duly authorized agent of the OSMF, Confidential Information may be used solely in connection with OSMF-approved activities. Confidential Information may only be disclosed to third parties who have a need to know such information in furtherance of OSMF activities and who have agreed in writing to keep it confidential. You agree to protect Confidential Information with at least the same standard of care (but no less than a reasonable standard of care) that you use to protect your own confidential information. Your obligation to protect Confidential Information does not restrict you from disclosures pursuant to the order of a court, administrative agency, or other governmental body, provided that reasonable notice and assistance is given to the OSMF, if allowed by law, to enable the OSMF to notify the original discloser and/or to contest the order.

3. **No Attorney-Client Relationship.** If you are an attorney, the OSMF agrees that neither this Agreement nor your efforts on behalf of the OSMF creates an attorney-client relationship between you and the OSMF or any committee or organization associated with the OSMF. Creation of any such relationship would require an explicit, written agreement between you and the OSMF stating that an attorney-client relationship is established and containing the terms of that relationship.

4. **Board Members.** If you are an OSMF board member, your applicable rights and responsibilities under the United Kingdom Companies Act (and any related laws, regulations or other governmental issuances with binding legal force and effect) and as an OSMF fiduciary supersede any contrary terms in this Agreement.

Initials:___

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5. **Other Terms.** This Agreement terminates automatically when you are no longer assisting the OSMF. The requirements in paragraph 2 above will survive the termination of this Agreement and are binding upon you for 3 years after your receipt of Confidential Information. This Agreement is governed by, and construed in accordance with, English law, without regard to conflicts of law provisions. The courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this Agreement and any matter arising from it. Each party irrevocably waives any right it may have to object to any action being brought in those courts, to claim that the action has been brought in any inconvenient forum, or to claim that those courts do not have jurisdiction. Due to the irreparable injury that the OSMF will suffer in the event of an unauthorized disclosure of Confidential Information, that no remedy at law will afford adequate protection against, the parties agree the OSMF shall be entitled to specific performance of your obligations under this Agreement as well as such further injunctive relief as may be granted by a court of competent jurisdiction.

Signed:

OpenStreetMap Foundation

Signature: _____

Signature: _____

Name: _____
(print name)

Name: _____
(print name)

Title: _____
(print title)

Title: _____
(print title)

Date: _____

Date: _____