



Confidentiality Agreement for Open Labs Members

In order for you to have access to **confidential** information about **Open Labs** and other Open Labs related partners, and become an “NDA’d Open Labs Member” 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 Open Labs.

1. Scope

Open Labs is a hackerspace 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 activities, you may receive Confidential Information as part of your activities for Open Labs (“Activities”). The purpose of this NDA is to explain what information is considered Confidential Information, your obligations with respect to Confidential Information, and whom 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 Open Labs meeting to which you are invited, or is made available to you through a permission-required or password-required online document, or other form of access restriction.

Some examples of Confidential Information include: unannounced marketing and communications materials related to Open Labs campaigns and events (including partners, dates, and event launch plans); metrics and dashboards on performance that are labeled confidential; data related to Open Labs members and attendees (including contact information, profile information, server logs, etc.); and partnerships with external partners (like public administration institutions) which required coordinated efforts for all parties involved.

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 board@openlabs.cc**, which goes to “Open Labs’ Board Members”.

3. What are your obligations when handling Confidential Information?

You will only use Confidential Information to perform your Activities on behalf of Open Labs. You **will not publicly disclose** or share the Confidential Information with any other persons, except with other Open Labs Members under an NDA with Open Labs as noted below.

You will:

- a)** only share the Confidential Information if the person disclosing the information tells you that it can be shared,
- b)** only share the Confidential Information with the specific group or individuals Open Labs authorizes you to share with; and
- c)** use **appropriate judgment** and access restrictions to prevent unauthorized disclosure.

4. 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 Open Labs (or its partner) is the information no longer considered Confidential Information. If you're unsure, ask the persons who provided you with the Confidential Information or email Open Labs' Board.

5. When does this NDA end?

This NDA lasts for **one year from the date of your acceptance** of this NDA. After a year, you may 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 member 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 member meetings or access to the forum section). If, for any reason, you have continued access to Confidential Information, you remain under an obligation to keep such information confidential. If you receive Confidential Information after the expiration of this NDA, you will notify the person disclosing the information that you should not have received the information.

You can **email board@openlabs.cc to stop receiving** Confidential Information or to **end** this NDA **prior** to the one year expiration date.

6. 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 Open Labs due to the potentially unique nature of the Confidential Information;
- b) you are **not authorized** to bind Open Labs in any way, or sign any agreements on behalf of Open Labs;
- c) this NDA is **not transferable** to any other person;
- d) this NDA is governed and construed in **accordance with Albanian law**, without regard to its conflict of law principles;
- e) 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
- f) this NDA constitutes the entire agreement between you and Open Labs on the subject matter herein and supersedes all previous and related communications relating to the subject matter herein.

You agree to, and will comply with, the Open Labs Non-Disclosure Agreement:

Signature

Date

Printed Name

Address