

## **Confidential Information and Inventions Agreement**

In exchange for the compensation and benefits provided by Mozilla, I acknowledge and agree to the terms in this document governing confidential information, Mozilla materials, and intellectual property ownership (the “Agreement”). Accordingly, this Agreement is between the signatory shown below (“you”) and Mozilla Foundation (“we” or, except as noted otherwise, “Mozilla”), for the benefit of Mozilla, its parent, subsidiaries of Mozilla or its parent, and affiliates (collectively “the Mozilla Group”).

### **1. Confidential Information**

Mozilla does most things out in the open, and we strive to reduce the amount of Confidential Information we get from third parties. Despite that, during your time as an employee you will be exposed to certain Confidential Information owned by Mozilla, owned by third parties, or provided to us by users and governed by our privacy policy. This section of the Agreement describes the responsibilities you have with regards to such information. Accordingly, you agree that:

- Confidential Information will only be used as necessary to perform your job, that you will take reasonable steps to protect it (such as not letting it out of your control), that you will not disclose it to anyone outside the Mozilla Group, and that you will promptly notify your manager if you know of unauthorized use of Confidential Information.
- You further agree that all Confidential Information is owned by Mozilla, or (where appropriate) by the third party from whom it originated.
- “Confidential Information” means information or material which is proprietary to the Mozilla Group and not generally known outside the Mozilla Group, including information or material that you create, learn, or obtain, as well as information we receive in confidence from third parties. For example, this may include without limitation any information disclosed that is subject to applicable non-disclosure protections of Mozilla privacy policies, non-public product plans of Mozilla or 3<sup>rd</sup> parties, technical and business information, personnel information like salaries, or other sensitive information. Material need not be marked confidential for it to be considered Confidential Information.

### **2. Mozilla Materials**

To ensure that we retain the rights to freely license, transfer, and control the materials that we produce with the help of employee contributors, this section of the Agreement describes the use, and ownership of Mozilla Materials. Accordingly, you agree that:

- Any Mozilla Materials that you produce are the property of Mozilla.
- Mozilla Materials will only be used as necessary to perform your job, that you will take reasonable steps to protect them (such as not letting them out of your control), and that you will promptly notify Mozilla if you know of unauthorized use of Mozilla Materials.
- You will return all Mozilla Materials and Confidential Information to your manager or a designated HR contact when this Agreement is terminated, and that if requested, you will certify compliance with this obligation.
- “Mozilla Materials” means (a) all hardware, equipment, papers, and other property belonging to the Mozilla Group (b) all data (such as documents, logs, or prototypes) that pertain to the business, whether such data has been created by you or by others and (c) all Confidential Information.

### 3. Intellectual Property and Assignment of Rights

While we release our source code under open source licenses, we still have to pay attention to the details of intellectual property law so that others can rely on the grants and permissions we give them. This section of the Agreement describes your responsibilities in this area. Accordingly, you agree that:

- **Assignment and Ownership.** Mozilla owns, and you agree to assign to Mozilla, all IP (and all rights, title, and interests therein) that you create, conceive or develop while you are acting as a Mozilla employee or using Mozilla equipment. In addition, you agree that any copyrightable works you create while acting as an employee are ‘works made for hire,’ and that therefore, in accordance with United States copyright law, Mozilla will be the author of such works. To the extent you retain any moral rights under applicable law, by signing this Agreement you ratify and consent to any action that may be taken with respect to such moral rights by, or authorized by, Mozilla, and you waive and agree not to assert any moral rights with respect to such actions. The assignments you make as part of your employment are made only to the fullest extent allowed by California Labor Code Section 2870, shown below for your reference.

#### California Labor Code Section 2870

a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer’s equipment, supplies, facilities, or trade secret information except for those inventions that either: (1) Relate at the time of conception or reduction to practice of the invention to the employer’s business, or actual or demonstrably anticipated research or development of the employer; or (2) Result from any work performed by the employee for his employer.

b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

- **Further Actions.** You agree to take any actions necessary (such as helping apply for a trademark, or helping defend against a patent cancellation proceeding) in order to support Mozilla’s claims to Mozilla’s IP. By signing this Agreement, you also designate and appoint Mozilla as your agent and attorney-in-fact, coupled with an interest and with full power of substitution, to act for and in your behalf to execute and file any document and to do all other lawfully permitted acts to further the purposes of the assignments and actions set forth in this Agreement with the same legal force and effect as if executed by you.
- **Prior Ownership.** We acknowledge that nothing in this Agreement alters or modifies the ownership of works created by you prior to your employment with Mozilla (such as publications, blogs, code, websites, contributions to other projects, and research papers) and as further listed on Schedule A. If however, while employed at Mozilla and in connection with such employment services, you use or otherwise exercise or exploit any IP not assigned to Mozilla in this Agreement (for example, by putting code created by you prior to your employment with Mozilla into our code base), by signing this Agreement you grant Mozilla a non-exclusive, fully-paid, royalty-free, perpetual, irrevocable, world-wide, sub-licensable right to use and license to exploit and exercise that IP.
- **“Intellectual Property” (“IP”)** means all intellectual property, including but not limited to inventions, works of authorship, know-how, information, ideas and trademarks.

### 4. Other Open Source Projects

Mozilla understands that many of our employees participate in the broader technology community. As a result, you are both permitted and encouraged to contribute source code to any open source project, author or edit books, journal articles, or similar manuscripts for publication, or participate in academic research and teaching opportunities, as long as you engage in these activities during non-work hours and without use of Mozilla Materials, and provided that such activities do not otherwise violate Mozilla's conflict of interest policy.

## 5. Previous Agreements

You agree that fulfilling the terms of this Agreement will not force you to breach any existing agreements you may have with previous employers or third parties, including but not limited to, any copyright assignments with other open source projects, non-compete clauses with prior employers, or non-disclosure agreements you may have signed with other organizations.

## 6. Other Provisions

In addition to the provisions above, you further agree that:

- **Parties.** For the purposes of this Agreement, except where specifically noted otherwise, "Mozilla" will refer to the Mozilla Foundation. However, when this Agreement refers to ownership by Mozilla of Confidential Information, Mozilla Materials, or other intellectual property, or requires you to assign rights to Mozilla in order to perfect such ownership, "Mozilla" will refer to whichever member of the Mozilla Group owns the property (or claims the right to be assigned the property) under applicable law and the agreements in force among the members of the Mozilla Group at the time. You acknowledge and agree that nothing in this Agreement will alter or change the ownership of materials, property or intellectual property as between the Mozilla Foundation and the other members of the Mozilla Group, and that you will have the same obligations to other members of the Mozilla Group with respect to property owned by or to be assigned to them as you have to Mozilla Foundation. If property is owned by (or to be assigned to) a member of the Mozilla Group other than Mozilla Foundation, we will notify you, and you may treat such notification as conclusive evidence of the correct ownership of the property in question.
- **3<sup>rd</sup> Party Beneficiaries.** You acknowledge and agree that the Mozilla Foundation, its subsidiaries, and affiliates of the subsidiaries, are the only third party beneficiaries under or to this Agreement.
- **Survival.** Your obligations under this Agreement will survive the termination of your employment with Mozilla.
- **Disclosure.** You acknowledge that Mozilla may inform future employers (including potential employers) about the terms of this Confidential Information and Inventions Agreement.
- **Injunctive Relief.** Because Mozilla may suffer irreparable harm and significant injury if you breach this Agreement, you agree that Mozilla can seek to have a court order you to stop doing something ('injunctive relief'), rather than merely collect damages once you've finished doing it.
- **Choice of Law & Venue.** This Agreement will be interpreted and construed in accordance with the laws of the State of California and the United States of America, without regard to conflict of law principles. All disputes arising out of this Agreement will be subject to the exclusive jurisdiction of the state and federal courts located in Santa Clara County, California, and each party hereby consents to the personal jurisdiction thereof.
- **Complete Agreement.** This Agreement, in conjunction with the attached offer letter (if any), constitutes the entire Agreement between you and Mozilla relating to the matters discussed herein and replaces any prior agreements, statements, or representations regarding its subject matter. By signing this Agreement, you acknowledge that you are not relying on any representations made to you that are not expressly included in this Agreement or offer letter.

By signing below, you agree that you have read this Agreement carefully, and that you understand and accept the terms and obligations that it imposes on you.

**EMPLOYEE:**

**MOZILLA FOUNDATION:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Name (printed): \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**Schedule A - Prior Inventions & Ownership Disclosure**

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