The Apache Software Foundation
http://www.apache.org/

Non-Disclosure Agreement for Access to Confidential Materials Related to Project Participation

I wish to participate in development activities of the Apache Software Foundation ("the Foundation") that will involve access or possession of confidential information provided to the foundation from a third party. I acknowledge and agree to the following:

1. I understand that a third party has disclosed and will disclose to the Foundation information that it does not wish to become public, which may include specifications, TCKs (Technology Compatibility Kits), RIs (Reference Implementations), or other materials. This information will be identified by that third party or the Foundation as confidential at the time of disclosure and all materials containing such confidential information will have a restrictive marking.

2. I will use reasonable care not to disclose this information to any party other than those individuals who are identified by the Foundation as having also signed this agreement. However, this obligation will not apply to information that I already possess or which I receive without a nondisclosure obligation, that I develop independently, that is publicly available or becomes so, or is disclosed by the third party to another party without a nondisclosure obligation. My subsequent use of the general knowledge, skills and experience that I gain as a result of working with the information will not constitute a breach of these obligations.

3. I will use this information only for the project or projects of the Foundation for which it was provided.

4. I recognize that I may be liable to the Foundation and/or to the third party for damages resulting from my violation of this agreement.

5. This agreement does not: (a) obligate me to receive any information, perform any work, or enter into any license, business engagement or other agreement; (b) limit me from developing software that may be competitive with that of the Foundation or the third party; (c) limit me from entering into a business or employment relationship with any other party; or (d) create a joint relationship between me and the Foundation or authorize either of us to act or speak on behalf of the other. Further, because I am not acting as an agent of the Foundation through my participation, and this agreement does not otherwise create an agency relationship, I am not entitled as an "agent" to any right of indemnity (to the extent that one exists) pursuant to Section 12.1 of the Foundation's bylaws.

_____ _____
Signature   Date

_____ _____
Printed Name   E-mail address

_____ _____
Address   Apache user id
gmj:2004-04-07