

AMERICAN RED CROSS - Intellectual Property Agreement

Rev. 03/05

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CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY AGREEMENT

For All Volunteers

This Confidential Information and Intellectual Property Agreement ("Agreement") is made as of the date of signature below ("Effective Date"), by and between THE AMERICAN NATIONAL RED CROSS, including all chartered units ("Red Cross"), and the undersigned ("I," "me" or "my").

Reasons for Agreement

I desire to volunteer or to continue to volunteer with the Red Cross. I acknowledge that I may, in the course of my service to the Red Cross ("Volunteer Service"), have access to or create (alone or with others) confidential and/or proprietary information and intellectual property that is of value to Red Cross. I understand that this makes my position one of trust and confidence. I understand Red Cross' need to limit disclosure and use of confidential and/or proprietary information and intellectual property. I understand that all restrictions are for the purpose of enabling Red Cross to fulfill its humanitarian mission, to maintain donors, customers and clients, to develop and maintain new or unique products and processes, to protect the integrity and future of Red Cross and to protect the employment and volunteer opportunities of the Red Cross. THEREFORE, I agree to the following:

1. Definitions.

"Confidential Information" shall include but not be limited to:

- (i) information relating to Red Cross' financial, regulatory, personnel or operational matters,
- (ii) information relating to Red Cross clients, customers, beneficiaries, suppliers, donors (blood and financial), employees, volunteers, sponsors or business associates and partners,
- (iii) trade secrets, know-how, inventions, discoveries, techniques, processes, methods, formulae, ideas, technical data and specifications, testing methods, research and development activities, computer programs and designs,
- (iv) contracts, product plans, sales and marketing plans, business plans and
- (v) all information not generally known outside of Red Cross regarding Red Cross and its business, regardless of whether such information is in written, oral, electronic, digital or other form and regardless of whether the information originates from Red Cross or Red Cross' agents.

"Intellectual Property" shall include but not be limited to:

- (i) all inventions, discoveries, techniques, processes, methods, formulae, ideas, technical data and specifications, testing methods, research and development activities, computer programs and designs (including improvements and enhancements and regardless of patentability),
- (ii) trade secrets and know-how,
- (iii) all copyrightable material that is conceived, developed, or made by me, alone or with others,
- (iv) trademarks and service marks and
- (v) all other intellectual property.

Intellectual Property shall include any intellectual property created by me:

(i) in the course of Volunteer Service or using Red Cross time, equipment, information or materials, and

(ii) within one (1) year after termination of Volunteer Service and relating directly to work done during Volunteer Service.

Intellectual Property may be in any form, including but not limited to written, oral, electronic, digital or other form.

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2. **Obligation of Confidentiality.** Except as may be required for the performance of my duties during Volunteer Service, or unless specifically authorized in writing by Red Cross, I shall not use or disclose, for my or for others' benefit, either during or after Volunteer Service, any Confidential Information.

3. **Disclosure and Ownership of Intellectual Property.** I (i) shall promptly and fully disclose to Red Cross any and all Intellectual Property, (ii) agree that all Intellectual Property shall be owned by Red Cross, (iii) agree to and do hereby assign, transfer and convey to Red Cross the entire right, title and interest in and to all Intellectual Property, (iv) will execute and deliver any and all documents, take all actions and render any and all assistance reasonably requested by Red Cross, during or at any time after Volunteer Service, to establish Red Cross' ownership of, or to enable Red Cross to obtain patents to or register copyrights of, any Intellectual Property, and (v) acknowledge that all Intellectual Property that is copyrightable subject matter and that qualifies as a "work made for hire" shall be automatically owned by Red Cross. In the event Red Cross is unable for any reason whatsoever to secure my signature to any document required to apply for or execute any patent, copyright, or other applications with respect to Intellectual Property, I hereby irrevocably appoint Red Cross and its authorized officers and agents as my agents and attorneys-in-fact to execute and file any such application and to do all other acts to further the prosecution and issuance of patents, copyrights, or other rights with respect to Intellectual Property with the same legal force and effect as if executed by me. *As a reminder, Intellectual Property shall only include intellectual property created by me (i) in the course of Volunteer Service or using Red Cross time, equipment, information or materials, and (ii) within one (1) year after termination of Volunteer Service and relating directly to work done during Volunteer Service.*

4. **Ownership and Return of Material.** All materials, including but not limited to business information, files, research, records, memoranda, books, lists, computer disks, hardware, software, cell phones and other wireless devices, documents, drawings, models, apparatus, sketches, designs and any other embodiment of Confidential Information or Intellectual Property received by me during Volunteer Service, and any tangible embodiments of such materials created by me, alone or with others, whether confidential or not, are the property of Red Cross. I shall return to Red Cross all such materials, including copies thereof, in my possession or under my control upon termination of Volunteer Service for whatever reason or upon the request of Red Cross. The return of such materials shall take place within twenty-four (24) hours of notice of termination or upon request of Red Cross, whichever comes first.

5. **Survival of Obligations and Enforcement.** The obligations that I have under this Agreement shall survive the termination of Volunteer Service, regardless of the reasons or method of termination. I agree that Red Cross shall be entitled to recover from me all attorneys' fees incurred in enforcing Red Cross' rights under this Agreement.

I represent that the above restrictions are necessary to protect Red Cross' legitimate interests, and that these restrictions will not prevent me from earning a livelihood.

VOLUNTEER

Signature

Volunteer ID Number

Printed Name Department or Division Title