

CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY AGREEMENT FOR ALL VOLUNTEERS

This Confidential Information and Intellectual Property Agreement (“Agreement”) between THE AMERICAN NATIONAL RED CROSS including all chartered units (the “Red Cross”) and the undersigned (“I,” “me” or “my”) is effective on the date of my signature below (“Effective Date”). I desire to volunteer and/or to continue to volunteer with the Red Cross. During my volunteer service (“Service”) with the Red Cross, I may have access to confidential information regarding the mission and business of the Red Cross, and I may create intellectual property that is of value to the Red Cross, which makes my position one of trust and confidence. The Red Cross needs to limit disclosure and use of confidential information and intellectual property for legitimate business reasons, so it can fulfill its humanitarian mission, maintain its donors, customers and clients, develop and maintain new or unique products and processes, and protect the integrity and future of the Red Cross. THEREFORE, I agree to the following:

I. CONFIDENTIALITY

- A. **Confidential Information** is information not generally known outside the Red Cross regarding the Red Cross and its chartered units, affiliates and subsidiaries, their businesses and donors, clients, employees, volunteers, and other constituents and associates. Confidential Information may be in any form, including but not limited to written, oral, electronic, digital or other form. It includes but is not limited to:
1. Financial, regulatory, personnel, investment, marketing, and operational matters;
 2. Personally-identifiable information (such as, for example, name and contact information, date of birth, social security number, information about blood or financial donations, employment information, and financial account information) concerning clients, customers, monetary donors, blood donors, employees, and volunteers;
 3. Information relating to sponsors, corporate donors, suppliers, and other business associates;
 4. Contracts, product and business plans, sales, pricing and marketing plans and methods;
 5. Trade secrets, know how, and all other Intellectual Property as defined in Section II(A) below not generally known to the public, including intellectual property exclusively or jointly owned by the Red Cross, intellectual property licensed to the Red Cross, and/or intellectual property contemplated or developed by me or others during my Service at the Red Cross; and
 6. Any third party's confidential information that the Red Cross must keep confidential pursuant to law or contract.
- B. I shall abide by and strictly implement all Red Cross policies and protocols regarding the protection, use, maintenance, storage, copying, distribution, transmission, disclosure, and destruction of Confidential Information. I further agree that, except as set forth in section I.D below, I shall not:
1. Provide or disclose Confidential Information to anyone outside the Red Cross except in accordance with established Red Cross policies and procedures;
 2. Provide or disclose Confidential Information to anyone within the Red Cross who does not need the Confidential Information to perform his or her duties;
 3. Use, copy, make available, discuss, distribute, write about and/or take Confidential Information for any purpose other than performing my duties;
 4. Disclose to the Red Cross, use or induce the Red Cross to use, any confidential or proprietary information of any third party, including without limitation, my current or former employer.
- C. At the end of my Service with the Red Cross, I will continue, indefinitely, to maintain the confidentiality of Confidential Information as described in this Agreement. I will return all Confidential Information in my possession or under my control to the Red Cross upon the end of my Service with the Red Cross.
- D. This Agreement does not prohibit non-supervisory employees from speaking, writing or communicating with fellow employees or others about their wages, benefits, or other terms and conditions of employment in the exercise of their statutory rights to organize or to act for their mutual aid, benefit or protection under the National Labor Relations Act, Title VII of the Civil Rights Act of 1964 or other laws.

II. INTELLECTUAL PROPERTY RIGHTS

- A. **Intellectual Property** shall include but not be limited to: all inventions, discoveries, techniques, processes, methods, formulae, ideas, concepts, technical files, diagrams, specifications, reports, drawings, models, testing methods, research and development activities and plans, designs; trade secrets and know how; patents and patent disclosures; improvements and enhancements regardless of patentability; trademarks; trade dress; designs; Internet domain names; computer programs and designs (including without limitation source code and object code); works of authorship and copyrightable material in any and all media and format; and all other intellectual property, regardless of format, now known or to be later discovered.
- B. I hereby assign, transfer and convey to the Red Cross the entire right, title and interest in and to all Intellectual Property, to the fullest extent provided under law, that I create, whether independently or jointly with others, in connection with my Service with the Red Cross during the period of my Service and one year after if related directly to

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work done during my Service, regardless whether the Intellectual Property was created during or outside of my working hours at the Red Cross, on or off the Red Cross property and/or while using the Red Cross or my own equipment, information, or other materials. I shall promptly and fully disclose to my supervisor at the Red Cross all Intellectual Property and execute and deliver said Intellectual Property to the Red Cross, take all actions and render any and all assistance reasonably requested by the Red Cross, during or at any time after the termination of my Service with the Red Cross, to establish the Red Cross' ownership of or to enable the Red Cross to obtain Intellectual Property rights. I irrevocably designate and appoint the Red Cross and its officers and agents as my agent and attorney in fact to act on my behalf to execute and file any applications and perform lawful acts to further the securing of the Red Cross's right in and to such Intellectual Property.

- C. Exception to Assignment. I understand that the provisions of this Agreement requiring assignment of Intellectual Property to the Red Cross do not apply to an invention which qualifies fully under the provisions of California Labor Code Section 2870 (a copy of which appears on the signature page at the end of this Agreement). I will advise Red Cross promptly in writing of any invention of mine that I believe meet such provisions.

III. SURVIVAL OF OBLIGATIONS AND ENFORCEMENT

My obligations under this Agreement shall survive the termination of my Service with the Red Cross, regardless of the reasons or method of termination. The Red Cross is entitled to recover from me all attorneys' fees it may incur to enforce its rights under this Agreement.

VOLUNTEER

Signature of Volunteer

Title

Printed Name

Department or Division

Date

Volunteer ID Number

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:
 - (i) Relate at the time of conception or reduction of practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer.
 - (ii) Result from any work performed by the employee for the employer.
- (b) To the extent that 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.

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FREQUENTLY ASKED QUESTIONS (FAQ)

1. Question: If I filed a patent application or registered a copyright before joining the Red Cross, does the Red Cross take ownership of those?

Answer: No, the Red Cross does not take ownership if the activity was performed and completed before joining the Red Cross.

2. Question: What if I continue to work on an earlier project while at the Red Cross, does the project then belong to the Red Cross?

Answer: It depends. If you use the Red Cross' resources, including your time as a volunteer, to continue to work on an earlier project, then new developments would belong to the Red Cross. However, if there is no relationship to your Service with the Red Cross, and you continue the project away from the Red Cross' facilities, on your own time, using no resources of the Red Cross, then the Red Cross would not own the rights in the new developments.

3. Question: What if I develop something for my current employer while I am a volunteer at the Red Cross. Will the Red Cross own the rights in what I develop?

Answer: It depends. If you use the Red Cross' resources, yes. But if it has no relationship to your volunteer service with the Red Cross, and is developed without using the Red Cross' resources, no.

4. Question: What if I develop something during my volunteer service at the Red Cross, but it does not relate to my volunteer service with the Red Cross. Will the Red Cross own the rights in what I develop?

Answer: It depends. If you use the Red Cross' resources, yes. But if it has no relationship to your volunteer service with the Red Cross, and was developed without using the Red Cross' resources, no.