



## **Girl Scouts of Northeast Texas**

# **Confidential Information and Intellectual Property Agreement**

### **For all Volunteers**

This Confidential Information and Intellectual Property Agreement (“Agreement”) is made as of the date of the electronic submission of the Volunteer Agreement (“Effective Date”), by and between THE GIRL SCOUTS OF NORTHEAST TEXAS, INC., including, but not limited to my assigned Troop or Service Unit (“GSNETX”), and the submitter (“I,” “me” or “my”).

### **Reasons for Agreement**

I desire to volunteer or to continue to volunteer with GSNETX, including my assigned Troop or Service Unit. I agree that I am not an employee of GSNETX, that I will not receive any compensation or remuneration for my time, my services, or for my resources used through my volunteer assignment.

I acknowledge that I will, in the course of my service to GSNETX (the “Volunteer Service”), have access to or create (alone or with others) confidential and/or proprietary information and intellectual property that is of value to GSNETX. I understand that this makes my Volunteer Service position one of trust and confidence. I understand GSNETX’s need to limit disclosure and use of its confidential and/or proprietary information, trademarks, and other intellectual property. I understand that all restrictions are for the purpose of enabling GSNETX to fulfill its mission, to maintain donors, customers and clients, to develop and maintain new or unique products and processes, to protect the integrity and future of GSNETX and to protect the opportunities of GSNETX. THEREFORE, I agree to the each of the following:

**1. Definitions.** For purposes of this Agreement, the term “Confidential Information” shall include, but not be limited to:

- (i) information relating to GSNETX’s financial, regulatory, personnel or operational matters,
- (ii) information relating to GSNETX’s members, troops, parents, clients, customers, beneficiaries, suppliers, donors, 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 GSNETX regarding GSNETX 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 GSNETX or GSNETX’s 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 GSNETX 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.

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

**3. Disclosure and Ownership of Intellectual Property.** I (i) shall promptly and fully disclose to GSNETX any and all Intellectual Property, (ii) agree that all Intellectual Property shall be owned by GSNETX, (iii) agree to and do hereby assign, transfer and convey to GSNETX the entire right, title and interest in and to all Intellectual Property created by me, (iv) will execute and deliver any and all documents, take all actions and render any and all assistance reasonably requested by GSNETX, during or at any time after my Volunteer Service, to establish GSNETX's ownership of, or to enable GSNETX 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 Intellectual Property created by me during my Volunteer Service shall be automatically owned by GSNETX. In the event GSNETX 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 GSNETX and its duly authorized officers and/or 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 my Volunteer Service; (ii) developed through my use of GSNETX time, equipment, information or materials, or (ii) within one (1) year after the termination of my Volunteer Service and relating directly to work done during my 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 my Volunteer Service, and any tangible embodiments of such materials created by me, alone or with others, whether confidential or not, are the sole and exclusive property of GSNETX. I shall return to GSNETX all such materials, including copies thereof, in my possession or under my control upon the termination of my Volunteer Service for whatever reason or upon the request of GSNETX. The return of such materials shall take place within twenty-four (24) hours of notice of termination of the project or volunteer assignment, or upon request of GSNETX, whichever comes first.

**5. Survival of Obligations and Enforcement.** The obligations that I have under this Agreement shall survive the termination of my Volunteer Service, regardless of the reasons or method of termination. I agree that GSNETX shall be entitled to recover from me all attorneys' fees incurred in enforcing GSNETX's rights under this Agreement. I represent that the above restrictions are necessary to protect GSNETX's legitimate interests, and that these restrictions will not prevent me from earning a livelihood.

**6. Choice of Law and Venue.** This Agreement is made and entered into in the State of Texas, and shall be interpreted, enforced, and governed under the laws of that state without regard to the conflict of laws. Exclusive jurisdiction and venue over any and all disputes arising out of or in connection with this Agreement shall be in the state district courts or the federal district courts located in or for Collin County, Texas, and I hereby waive any defense of an inconvenient forum with respect to such venue.