

## **Full Belly Project Volunteer Confidentiality, Nondisclosure and Intellectual Property Agreement**

In consideration of being provided the opportunity of serving as a volunteer for the Full Belly Project, a North Carolina 501(c)(3) non profit organization (“FBP”), and in consideration of FBP accepting me as a volunteer in their organization, I, \_\_\_\_\_, (“Volunteer”) and FBP hereby agree as follows.

### 1. Proprietary Information of FBP

- a. For purposes of this Agreement, “FBP Information” means all information and materials provided by FBP or any of its affiliates to Volunteer, or to which Volunteer otherwise gains access as a result of volunteering for FBP, pertaining in any manner to the activities of FBP or its affiliates, whether or not labeled or identified as proprietary or confidential. Without limiting the generality of the foregoing, the following are deemed FBP Information: (i) information regarding machines and devices developed or distributed by FBP; (ii) ideas for research and development; (iii) computer records and software (including software that is proprietary to third parties); (iv) any information which FBP must keep confidential as a result of obligations to third parties; (v) inventions whether or not patentable; (vi) identities of customers, suppliers, or third party contractors, including without limitation any media, advertising, or public relations firms; (vii) FBP’s e-mail distribution list; (viii) FBP’s donor and member lists and the identities of FBP’s donors and members; (ix) human resources data and information about employees; (x) cost and other financial data; and (xi) polling and focus group information.
- b. Volunteer agrees not to use or disclose any FBP Information, except to the extent such use or disclosure is required in providing services to or on behalf of FBP. Without limiting the generality of the foregoing, Volunteer agrees not to, without prior written consent from FBP, (i) divulge any FBP Information to third parties; or (ii) copy documents containing any FBP Information. In no event shall Volunteer use FBP Information in a manner that is in any way detrimental to FBP.
- c. Upon termination of his or her services to FBP, Volunteer shall within ten business days return to FBP any and all written or other tangible materials containing any FBP Information in Volunteer’s possession and shall not keep any copies thereof.
- d. This section of this Agreement and Volunteer’s obligations here-under shall survive any expiration, termination, or rescission of this Agreement and remain

even after Volunteer's relationship with FBP ends. Except as provided herein, Volunteer is prohibited from disclosing or using any FBP Information in all circumstances, including but not limited to subsequent engagements or employment with third parties.

## 2. External Communications

- a. If Volunteer is contacted by a media representative, Volunteer shall attempt to refer the media representative to the Executive Director of FBP. No Volunteer may communicate with media agents regarding FBP without prior authorization from the Executive Director of FBP.
- b. If Volunteer is contacted by an outside attorney or investigator regarding FBP, Volunteer shall immediately obtain the individual's name and telephone number without disclosing any information to the individual and then provide that information to the Executive Director of FBP.

## 3. Intellectual Property

- a. Volunteer agrees to promptly make full written disclosure to FBP, to hold in trust for the sole right and benefit of FBP, and hereby assigns to the FBP, all right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements, designs, discoveries, ideas, trademarks or trade secrets, whether or not patentable or registrable under patent, copyright, trademark or similar laws, which Volunteer may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time Volunteer is in service to FBP (collectively referred to as "Inventions"), except as provided in Section 3(c) below.
- b. Volunteer further acknowledges that all original works of authorship which are made by Volunteer (solely or jointly with others) within the scope of and during the period of Volunteer's participation with the FBP and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act.
- c. Volunteer understands and agrees that the decision whether or not to commercialize or market any Invention is within FBP's sole discretion and for FBP's sole benefit and that no royalty will be due to Volunteer as a result of FBP's efforts to commercialize or market, or success in commercializing or marketing, any such Invention.
- d. The provisions of this Agreement requiring assignment of Inventions to FBP shall not apply to any invention that Volunteer has developed entirely on Volunteer's own time without using FBP's intellectual property, equipment, supplies, facilities, or FBP Information except for those inventions that either (i) relate at the time of their conception or reduction to practice to the FBP's business, or

actual or anticipated research or development of FBP; or (ii) result from any work that Volunteer performed for FBP. Volunteer will advise FBP promptly in writing of any inventions that Volunteer believes meet the foregoing criteria.

- e. Volunteer agrees to assist FBP, or its designee, in every proper way to secure FBP's intellectual property rights in the Inventions in any and all countries, including, but not limited to, the disclosure to FBP of all pertinent information and data with respect thereto, the execution of all applications, assignments and other documents which FBP shall deem necessary or useful in order to apply for and obtain such rights and in order to assign and convey such rights to FBP. Volunteer further agrees that Volunteer's obligation to execute or cause to be executed, when it is in Volunteer's power to do so, any such instrument or papers shall continue after the termination of this Agreement. If FBP is unable to secure Volunteer's signature for any reason, Volunteer hereby irrevocably designates and appoints FBP and its duly authorized officers and agents as Volunteer's agent and attorney in fact, to act for and in Volunteer's behalf and stead to execute and file any such documents and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright registrations, or other intellectual property protection with the same legal force and effect as if executed by Volunteer.

#### 4. Remedies

- a. Volunteer acknowledges that a violation of the terms of this Agreement may cause damage and harm to FBP and that any such damage or harm will be difficult if not impossible to calculate in monetary terms and may be irreparable to the FBP. Volunteer agrees that, upon notice from FBP declaring a breach of this Agreement, Volunteer shall immediately cease all further activities which are, or are claimed by FBP to be, a breach of this Agreement and shall immediately return to FBP any and all written or other tangible material containing any FBP Information in Volunteer's possession and shall not keep any copies thereof. FBP may also avail itself of any other remedies available by law.

#### 5. Governing Law

- a. This agreement will be governed by the laws of the state of North Carolina without regard to its conflicts of laws principles.

#### 6. Consent to Personal Jurisdiction

- a. Volunteer hereby expressly consents to the personal jurisdiction of the state and federal courts located in the state of North Carolina for any lawsuit filed there against Volunteer by FBP concerning Volunteer's volunteer participation or the termination of Volunteer's volunteer participation or arising from or relating to this Agreement.

7. Severability

- a. If any part of this Agreement shall be held unenforceable, the rest of the Agreement will nevertheless remain in full force and effect.

Volunteer acknowledges and agrees to each of the following items:

- (i) I am executing this Agreement voluntarily and without any duress or undue influence by FBP or anyone else; and
- (ii) I have carefully read this Agreement. I have had the opportunity to ask any questions needed for me to understand the terms, consequences and binding effect of this Agreement and fully understand them; and
- (iii) I sought the advice of an attorney of my choice if I wanted to before signing this Agreement.

Date \_\_\_\_\_

Volunteer Name \_\_\_\_\_

Volunteer Signature \_\_\_\_\_