



## Volunteer Intellectual Property Agreement

*Please note: this is a copy for your records. StreetWise Partners will distribute another copy of these agreements that you must sign and return during Volunteer Orientation. Please contact Lauren Silberstein, Chief Program Officer, at 646.704.0039 or [lauren.s@streetwisepartners.org](mailto:lauren.s@streetwisepartners.org) if you have any questions or concerns.*

I acknowledge that I may, in the course of my service to StreetWise Partners (“**Volunteer Service**”), have access to confidential and/or proprietary information and intellectual property that may be of value to StreetWise Partners. I understand that this makes my position one of trust and confidence. I understand StreetWise Partners’ 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 StreetWise Partners to fulfill its mission and to protect the integrity of StreetWise Partners, and that StreetWise Partners’ engagement of me as a volunteer, and its disclosure of confidential and/or proprietary information and intellectual property to me during the course of my Voluntary Service is conditioned upon, and is being done in reliance upon, my agreement to be bound by the terms hereof (including my agreement to maintain confidentiality and to assign to StreetWise Partners the intellectual property developed by me in connection with my Volunteer Service. I therefore agree to the following:

1. **Obligation of Confidentiality.** Except as may be required for the performance of my duties during my Volunteer Service, or unless specifically authorized in writing by StreetWise Partners, I shall not use or disclose in any way, for my benefit or for the benefit of others, either during or after Volunteer Service, any Confidential Information. “**Confidential Information**” shall include but not be limited to:

- Information relating to StreetWise Partners’ financial, regulatory, personnel or operational matters
- Information relating to StreetWise Partners’ clients, beneficiaries, employees, volunteers, business partners or donors
- Trade secrets or other Intellectual Property that StreetWise Partners protects through confidentiality

- All information not generally known outside of StreetWise Partners regarding StreetWise Partners and its operations

In each case, the above applies regardless of whether such information is in written, oral, electronic, digital or other form, and regardless of whether the information originates from StreetWise Partners or from a third party and is entrusted to StreetWise Partners under an obligation to keep it confidential.

**2. Disclosure of Confidential Information Required by Law.** Notwithstanding any of the foregoing, in the event that any demand or request for disclosure of Confidential Information is made to me by judicial or administrative process or by other requirements of Law, I agree (to the extent not prohibited by judicial or administrative process or by other requirements of Law) to promptly notify StreetWise Partners of the existence of such request or demand and, to the extent practicable, agree to provide StreetWise Partners thirty (30) days (or such lesser period as is practicable) to seek an appropriate protective order or other remedy, which I will cooperate with StreetWise Partners in obtaining. In the event that such appropriate protective order or other remedy is not obtained, I will furnish, or cause to be furnished, only that portion of the Confidential Information that is legally required to be disclosed and shall use best efforts to ensure that confidential treatment is accorded such information

**3. Notice of Immunity from Liability pursuant to Defend Trade Secrets Act.** I hereby acknowledge that, in accordance with 18 U.S.C. § 1833, StreetWise Partners has notified me that, notwithstanding anything to the contrary herein, (i) I shall not be held criminally or civilly liable under any Federal or State trade secret law (a) for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of Law, or (b) for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal, and (ii) if I file a lawsuit for retaliation by StreetWise Partners for reporting a suspected violation of Law, I may disclose the trade secret to my attorney, and I may use the trade secret information in the court proceeding, if I file any document containing the trade secret under seal, and do not disclose the trade secret, except pursuant to court order.

**4. Disclosure and Ownership of Intellectual Property.** For purposes of this Agreement, “**Intellectual Property**” shall include but not be limited to:

- All works of authorship and copyrights,
- Trademarks and service marks,

- Patents,
- Trade secrets and other intellectual property rights in know-how and other proprietary and confidential information, and
- All other forms of intellectual property now known or hereafter recognized by law.

Intellectual Property shall include any intellectual property created, conceived, developed, or made by me, alone or with others, in the course of my Volunteer Service or using StreetWise Partners' equipment, information or materials. I agree to promptly and fully disclose to StreetWise Partners any and all Intellectual Property created, conceived, developed or made, in whole or in part, by me.

All Intellectual Property shall be owned by StreetWise Partners. I agree to assign, and do hereby assign, to StreetWise Partners the entire right, title and interest in and to all Intellectual Property created, conceived, developed or made by me, alone or with others, in the course of my Volunteer Service or using StreetWise Partners equipment, information or materials, together with all goodwill related thereto, and the right to sue for past, present, and future infringement, misappropriation, dilution, and other violations thereof ("**Work Product**"). I will execute and deliver any documents, take all actions and render any assistance reasonably requested by StreetWise Partners, during or at any time after Volunteer Service, to establish StreetWise Partners' ownership of, or to enable StreetWise Partners to obtain or otherwise perfect its rights in any of Work Product. I acknowledge that to the extent I create any works of authorship as part of my Volunteer Service, they are deemed to be "work made for hire" to the extent permitted under applicable law, and shall be automatically owned by StreetWise Partners. In the event StreetWise Partners is unable for any reason whatsoever to secure my signature to any document required to apply for or execute any copyright, or other applications with respect to Intellectual Property, I hereby irrevocably appoint StreetWise Partners 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.

**5. Ownership and Return of Material.** All materials 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 StreetWise Partners. I shall return to StreetWise Partners all such materials, including copies

thereof, in my possession or under my control upon termination of my Volunteer Service for whatever reason or upon the request of StreetWise Partners.

**6. Volunteer Policies, Payment and Royalties.** I agree that I will comply with all volunteer policies established from time to time by StreetWise Partners. I further agree that my Volunteer Service is strictly a pro bono endeavor, and I will not receive any payments or royalties for my work during my Volunteer Service. Any stipend, cost or expense paid by StreetWise Partners to (or on behalf of) me in connection with my Volunteer Service is for the sole purpose of covering expected or incurred expenses necessary for participation in my Volunteer Service.

**7. Survival of Obligations and Enforcement.** For any reason and at any time, StreetWise Partners may limit, terminate, dismiss or otherwise modify my Volunteer Service. The obligations that I have under this Agreement shall survive the termination of my Volunteer Service, regardless of the reasons or method of termination.

Print Name: \_\_\_\_\_

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

Date: \_\_\_\_\_