



COPYRIGHT AND INTELLECTUAL PROPERTY POLICY

This policy summarizes ACNM's volunteers and employees' responsibilities as they relate to **Copyrights and Intellectual Property**. The objective of the policy is to further the interests of ACNM and to permit ACNM to comply with its obligations, including obligations to its licensors, actual/prospective customers, and others with whom ACNM may have similar obligations regarding copyright and intellectual property.

Intellectual Property (IP)

Intellectual Property can be defined as products of innovative, intellectual, and/or creative activity that can include, but are not limited to inventions, industrial processes, software, data, written work, designs, and images. IP can be given legal recognition of ownership through intellectual property rights (IPR) such as patents, copyright, design rights, trademarks, or know-how.

Examples of intellectual property that may be developed at ACNM include, but are not limited to training manuals/programs; curricula; e-learning modules; software; clinical guidelines; book/journal articles; Powerpoint presentations; films; inventions; new/improved designs; images; medical devices; equipment; new uses for existing drugs; diagnostic tests; new treatments; internet/social media; cybersecurity; privacy and the right of publicity; contracts; patents; marks such as the organization's name and acronym; brand names; logos; slogans for programs shows, events, or publications.

Ownership of IP

By accepting a volunteer role or employment, the parties agree that ACNM will own all IP that are made on company time or with company assets that relate to ACNM's business or that are required to meet its obligations. The volunteer and/or employee will assist ACNM in perfecting and protecting its title to these IP.

Copyrights

Copyright protects "original works" covered by this policy, as created by, for, or with ACNM.

1. ACNM is entitled to own the copyright and retain any revenue therefrom in books, films, video cassettes, works of art, musical works, and other copyrightable materials of whatever nature or kind and in whatever format developed including using computers and databases. It is expected that when entering into an ACNM agreement for the publication and distribution of copyrighted materials, parties will make arrangements that best serve the organization and the profession's interest.
2. Whenever research or a related activity is subject to an agreement between ACNM and a third party that contains obligations or restrictions concerning copyright or the use of copyrighted materials, those materials shall be handled in accordance with the agreement. In negotiating with third parties, project managers and ACNM should strive to protect and advance the organization's and the profession's interest as well as obtain the greatest latitude and rights for ACNM consistent with the profession's interest and this policy.
3. In circumstances where ACNM involvement in the creation and/or development of copyrighted materials is more than incidental, including but not limited to use of resources such as funds, facilities, equipment, or other; in consideration of making such resources available, ownership and rights to shares of royalties, income, or both shall be fairly and equitably apportioned

between ACNM and the other party or may be varied by policy duly adopted by ACNM. This policy encourages, whenever feasible, ACNM and the other party to reach an agreement prior to the commencement of a project on the rights that ACNM and the other party will have in the resulting copyrighted materials.

4. A copyrightable work created within the scope of employment by ACNM employees and contracted volunteers shall be a "work made for hire" under the U.S. Copyright Act of 1976 (17 USC §101 et seq.) and ACNM shall own the copyright.
5. ACNM may also commission copyrightable works from ACNM personnel, including contractors, interns, and temporary personnel. A commissioned work falling within the "work made for hire" definition of the U.S. Copyright Act (17 USC 101 et seq.) shall constitute a work-for-hire and be owned by ACNM.
6. ACNM, at any time, may acquire ownership or rights in copyright and/or copyrighted materials by agreement with the other party, on such terms.

Protection of Confidential ACNM Information

During the volunteer or employment role at ACNM, volunteers and employees may have access to ACNM's confidential, secret, and proprietary information. Volunteers and employees should maintain such information in confidence and use such information only in the interest of ACNM.

The volunteer or employee may use or disclose information learned or acquired through his or her association with ACNM only for the performance of his or her job or as otherwise permitted by law. Care must be taken to keep confidential any information that is:

- Of possible value to competitors.
- Potentially damaging to customers and their competitors.
- Information received under an express or implied secrecy obligation.
- Information received from third parties outside ACNM.

Confidential company information is just for ACNM's use and is not intended for distribution outside the company. Distribution of such information requires both a need-to-know and a right-to-know the information requested.

Information acquired by a volunteer or employee during his or her volunteer or employment role with ACNM must not be used for the volunteer or employee's individual benefit. Access to ACNM's confidential information does not carry with it personal benefit or advantage to ACNM volunteer or employees but imposes an obligation on every volunteer or employee to keep such information confidential; to use it solely in the interest of ACNM.

When in doubt, the volunteer and employee should treat information acquired during employment at ACNM in the strictest confidence and consult the President of ACNM, the CEO of ACNM, or legal counsel for clarification.

Procedure

In furtherance of the objectives of this policy, all ACNM volunteers and employees will be required to sign a confidentiality and intellectual property agreement in a form prescribed by ACNM. This agreement will remain in full force and effect following termination of employee or volunteer relationship with ACNM. This agreement shall be governed and construed according to the laws of Maryland.