
**Confidential Information
and
Intellectual Property Agreement**

In consideration of my employment or continued employment by the American National Red Cross ("Red Cross"), or in consideration of support or funding by the Red Cross or enjoying the use of Red Cross facilities for research (collectively, "Red Cross affiliation"):

1. I will not during and after my Red Cross affiliation, disclose to persons outside of the Red Cross confidential information regarding (i) Red Cross inventions or trade secrets, or (ii) any devices, machines, processes, applications, procedures, products, compositions, formulae, or techniques used by the Red Cross in its research and laboratory work unless authorized by the President of the Red Cross or his/her designee.
2. I will not during and after My Red Cross affiliation disclose to persons outside of the Red Cross information that the Red Cross considers confidential, proprietary, and/or a trade secret including, but not limited to, (i) information relating to Red Cross financial, regulatory, operational, benefits, compensation, equal employment opportunity matters, or (ii) information relating to Red Cross clients, customers, beneficiaries, suppliers, donors, employees, volunteers or donor sponsors unless authorized by the President of the Red Cross or his/her designee. This obligation shall be in addition to any existing obligation under the Code of Conduct and other Board of Governors policies.
3. I will disclose promptly and assign to the Red Cross all ideas, inventions, discoveries, or improvements (whether or not patentable) relating to present or contemplated devices, processes, products, compositions, formulae, and techniques used or capable of use by the Red Cross and all original works of authorship, including but not limited to computer programs, trademarks, service marks, and all other intellectual property that were conceived by me alone or in conjunction with others during my Red Cross affiliation and all such ideas, inventions, discoveries, or improvements or original work of authorship, including but not limited to computer programs, trademarks, service marks, and all other intellectual property, made by me within one year of the termination of my Red Cross affiliation and relating directly to work done during my Red Cross affiliation. I hereby agree that all such original works of authorship shall be considered "works made for hire" for purposes of the United States Copyright Law, 17 U.S.C. Section 101 et seq.

I understand that all such ideas, inventions, discoveries, improvements or original works of authorship, including but not limited to computer programs, trademarks, service marks and all other intellectual property are the sole property of the Red Cross, unless I can show, through properly documented records, that such invention, discovery, or improvement was conceived and reduced to practice or that my work of authorship, including computer programs,

trademarks or service marks, was fixed prior to my execution of this agreement or my Red Cross affiliation, whichever occurred earlier.

4. I will, upon the request of the Red Cross, promptly execute such applications, assignments, or other instruments that the Red Cross shall deem necessary or desirable to apply for and obtain letters patent on any inventions, discoveries, or improvements, and any copyright, trademark or service mark registration and for any other intellectual property to which this agreement relates. I will, both during and after my Red Cross affiliation, assist the Red Cross at its sole expense in obtaining and enforcing patents, copyrights, trademarks and service marks and other rights to which the Red Cross is entitled.
5. I acknowledge receipt of a copy of this agreement and agree that it supersedes any written or oral communication, representation, understanding, or agreement with the Red Cross or any official or representative thereof.
6. I affirm that I have informed in writing the Red Cross, Office of the General Counsel, national headquarters of any other agreement, written or oral communication, representation or understanding with any other person or organization which might limit the effect or validity of this agreement with the Red Cross.
7. I further affirm that I will not enter into any agreement, written or oral communication, representation or understanding with any other person or organization during or after the course of My Red Cross affiliation that is in contravention of my obligations under this agreement, without the prior written permission of the Red Cross, Office of the General Counsel, national headquarters.

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Signature	Date	Employee ID Number
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Name and Title		Department/Division