



## **POLICY STATEMENT: CONFIDENTIALITY, COPYRIGHT ASSIGNMENT AND UNAUTHORIZED ACTIVITIES AGREEMENT**

This Agreement is intended to protect the American Psychiatric Nurses (“APNA”) from improper disclosure or use of proprietary materials and from liability arising from your activities on behalf of APNA. Please read the following carefully and sign on the last page.

### **Confidentiality.**

As an American Psychiatric Nurses Association director, officer, volunteer, committee member, or employee, you may be sent and exposed to certain confidential information related to APNA’s programs and operations. The term “confidential information” means anything that is labeled confidential information or anything that people would reasonably assume should be kept confidential. Confidential information shall include all information relating to APNA or APNA’s operations, programs, policies, plans, goals, or objectives, except that confidential information shall not include information previously known to me or to the general public. I acknowledge that unauthorized disclosure of confidential information could cause irreparable harm and significant injury to APNA. Therefore, as a condition of my service to APNA, I agree to the following:

1. Other than disclosure to appropriate staff or to the Board of Directors, I will not disclose or cause to be disclosed any confidential information related to APNA or its programs;
2. I will keep all such confidential information in a safe and secure place, such as a locked or password-protected file, and will take all reasonable steps to protect against inadvertent disclosure or theft of the information;
3. Upon request, I will promptly return to APNA all materials that have been supplied to me by APNA, or that I have acquired in relation to APNA or its programs during my service with APNA, including, but not limited to, agendas, minutes and supporting documents.
4. I will not use any of the confidential information described above, or any other information obtained from my service for APNA, in any way that harms (competitively or otherwise) APNA or its programs.

### **Copyright Assignment.**

As a APNA director, officer, volunteer, committee member, or employee who participates in the development, modification and refinement of written, electronic and other materials in furtherance of APNA’s purposes and mission (collectively, the “Intellectual Property”), for good and valuable consideration, I hereby completely, exclusively and irrevocably assign and agree to assign to APNA in perpetuity ownership of all of the copyrights (and all rights subsumed thereunder) and other intellectual property rights in and to all of my



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contributions to the Intellectual Property (the “Contributions”), both those Contributions that have been made in the past and those that will be made in the future.

**Correspondence and Statements.**

Official correspondence and written or oral statements, whether issued explicitly or implicitly by or on behalf of APNA, must be approved in advance by resolution of the Board of Directors, or pursuant to the explicit authority accompanying a position as an officer or key employee of APNA. The correspondence or statements must then be limited to what has been authorized and must be within the scope of my duties as a APNA director, officer, volunteer, committee member, or employee.

Other correspondence or statements must not be printed on APNA’s letterhead stationery. Furthermore, if the statement could possibly be interpreted as issued by or on behalf of APNA, it must include a clear and conspicuous disclaimer indicating that the statement is not made by or on behalf of APNA.

Only APNA employees should have routine access to APNA’s letterhead stationery and APNA employees should be involved in preparing or reviewing all official correspondence.

**Financial and Other Commitments.**

Unless otherwise authorized by resolution of the Board of Directors, or pursuant to the explicit authority accompanying a position as an officer or key employee of APNA, individual directors, officers, volunteers, committee members or employees are not authorized to incur any liability, obligation or expense on behalf of APNA, including financial obligations or entering into contracts.

**I have read the foregoing and agree to abide by and be bound by the terms herein:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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