

## **AAOE VOLUNTEER LEADERSHIP AGREEMENT**

Thank you for agreeing to participate in volunteer leadership (“Leadership”) with the American Alliance of Orthopaedic Executives (“AAOE”) and agreeing to contribute to the work of AAOE (the “Work”). In order to protect the confidentiality and integrity of the Work of the AAOE and to ensure that AAOE and any affiliated organizations and any employees, agents, licensees and assignees of AAOE will be able to fully utilize the work product of the Leadership and the Work, please complete this form.

### **Work Product**

With regard to the work product of the Leadership and the Work, you agree to the following:

1. You hereby transfer and assign to AAOE all worldwide right, title and interest in and to your work product of the Leadership and your contribution to the Work (collectively the “Contribution”), all rights in the Contribution provided by law, including but not limited to all revisions and/or derivatives thereto, including the copyright therein, in all languages and in all forms now known or later developed, including but not limited to electronic formats from which the Contribution can be perceived, reproduced, or otherwise communicated either directly or with aid of a machine or device for the full term of the copyright, and all renewals and extensions thereof throughout the world; all right, title and interest in and to the title of any portion of the Contribution, including without any limitation any trademarks, service marks and/or trade dress, and all goodwill associated therewith. You agree that AAOE is not obligated to use or publish the Contribution or the Work in whole or in part and that AAOE may in its sole discretion edit the Contribution and the Work for use or publication.
2. You waive any and all moral rights (rights to control the modification and/or presentation of the contribution) you have to or regarding the Contribution or the Work.
3. You warrant and represent that (a) you have full power and authority, free of any rights of any nature whatsoever by any person, to enter into this Agreement and to grant the rights which are granted to AAOE in this Agreement; (b) no part of the Contribution infringes upon any copyright or other intellectual property right of any third party; (c) the Contribution contains nothing libelous, injurious or untrue (d) you have, as necessary, obtained appropriate permission to re-print any portion of the Work which you are not the author.

### **Confidential Information**

As a member of the Leadership, you will have access to strategic and tactical information related to the operations of AAOE, including, but not limited to data analytics, membership, advocacy, education, and benchmarking. *[Continued on Page 2]*

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**Confidential Information (Continued)**

In order to protect and maintain the confidentiality of the work of the Leadership, you agree: not to make copies of, disclose, discuss, describe, distribute, or disseminate in any manner whatsoever, including in any oral, written, or electronic form, any information discussed, developed, or disseminated in conjunction with the Leadership or any information disclosed to you in connection with the work of the Leadership (“Confidential Information”); not to use such information for personal or professional benefit or for any other reason, except directly in conjunction with the Work; and to take reasonable steps to protect the confidential nature of the Confidential Information and to dispose of all materials and notes regarding such Confidential Information in a manner consistent with confidential information. In the event you receive questions about the Work, you agree to direct all questions, concerns, or inquiries to AAOE staff. You will notify AAOE immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement, and will reasonably cooperate with AAOE to help AAOE prevent its further unauthorized use. You shall return all originals, copies, reproductions, and summaries of Confidential Information at AAOE’s request, or at AAOE’s option, destruction of the same. You acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that AAOE shall be entitled, without waiving any other rights or remedies, to seek other injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

**Conflict of Interest**

1. It is the responsibility of each Leadership Member to disclose any personal, financial, or professional interest that might create a conflict with that member’s ability to carry out fairly and objectively his or her responsibility as a Leadership Member.
2. Typical situations requiring member disclosure and AAOE review include participation in the activities of a competitor of AAOE; serving on a data analytics, membership, advocacy, education, benchmarking, or other similar council or committee at another association, organization, or group; holding a leadership role, including serving as a member of a board of directors or similar group, at a competitor organization, company, or association; and any other interest that he or she believes might prevent objectivity.
3. You agree to report any conflicts of interests or changes that arise that may either give rise to a conflict of interest or eliminate a previously reported conflict of interest. AAOE staff reserve the right to request that a member recuse themselves from discussions and votes due to a real or perceived conflict of interest.

**Violations**

1. In the event of any breach or violation of this Agreement by you, AAOE may at its option, terminate this Agreement, terminate your involvement on the Leadership, issue a reprimand or warning to you, and/or take other action as AAOE deems appropriate.

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You are entering into this Agreement in consideration for your participation in the Leadership.

By signing below, you are agreeing to the terms of this Agreement and all requirements set forth herein.

I currently serve on AAOE's (board, council, or committee name – list all):

Outside of AAOE, I currently serve on (none, board, council, or committee name and organization name – list all):

Name/Title: \_\_\_\_\_

Institution/Org.: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature/Date: \_\_\_\_\_

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