



AMERICAN PUBLIC WORKS ASSOCIATION

Your Comprehensive
Public Works Resource

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Volunteer Contributor Agreement

By signing this form, you agree to the following terms (the “**Agreement**”) for and in consideration of the opportunity to volunteer for American Public Works Association, an Illinois not-for-profit corporation (together with its parents, subsidiaries, successors or affiliates, “**APWA**”), and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged:

- A. You acknowledge that within the scope of your volunteer services, you will perform work in creating or assisting in creating Intellectual Property. For purposes of this Agreement, “**Intellectual Property**” shall include but not be limited to: all inventions, discoveries, techniques, processes, methods, formulae, ideas, concepts, technical files, diagrams, specifications, reports, drawings, models, testing methods, research and development activities and plans, and designs; trade secrets and know how; patents and patent disclosures; improvements and enhancements regardless of patentability; trademarks; trade dress; designs; internet domain names; computer programs and designs (including without limitation source code and object code); works of authorship and copyrightable material in any and all media and format; and all other intellectual property, regardless of format, now known or to be later discovered.
- B. All Intellectual Property written, created, developed, or provided by you, either alone or jointly with others, in connection with volunteering for APWA will be original and no part of the Intellectual Property or any related materials (including without limitation any comments, content, and/or images) will infringe upon or violate the rights of any person or entity. This includes, without limitation, any copyrights, trademarks, patent rights, rights of privacy, or rights of publicity. You will not incorporate or use any third-party content or materials in connection with any Intellectual Property without APWA’s express prior written consent (in APWA’s sole discretion) in each instance. If APWA authorizes the use of any such third-party content or materials, you are responsible for obtaining all necessary permissions for use of any third-party materials or content or materials that are separately copyrighted, trademarked, service-marked, or subject to any other rights, and you represent, warrant, and covenant that all such permissions will be obtained before any use of such third-party materials or content.
- C. APWA is and will be the sole and exclusive owner of all right, title, and interest in and to the Intellectual Property (regardless of whether the Intellectual Property was created during or outside of your volunteer hours at APWA, on or off APWA property and/or while using APWA or your own equipment, information, or other materials), including without limitation all copyrights and other intellectual property rights therein. In furtherance of the foregoing, you shall create all Intellectual Property as a work made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any of the Intellectual Property does not qualify as, or otherwise fails to be, work made for hire, you hereby (a) assign, transfer, and otherwise convey to APWA, irrevocably and in perpetuity, throughout the universe, all right, title, and interest in and to all Intellectual Property, including without limitation all copyrights and other intellectual property rights therein; and (b) irrevocably waive any and all claims you may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to any Intellectual Property. You shall take all actions and render any and all assistance reasonably requested by APWA, during or at any time after your volunteer services with APWA, to establish APWA’s ownership of or to enable APWA to obtain rights in the Intellectual Property.
- D. Because all Intellectual Property is owned by APWA, you may not reproduce, redistribute, display, perform, present, recreate, or otherwise use any Intellectual Property in any manner other than as part of your volunteer services provided to APWA and except as expressly set forth in the next sentence with respect to Contributions. If the



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particular Intellectual Property you create is a contribution (each a “**Contribution**”) to or incorporated into a work that includes contributions from other creators (each a “**Collective Work**”), APWA hereby grants you a limited license to use each such Contribution, separate and apart from the Collective Work, solely for public works industry presentations or professional use. For clarification, the limited license in the preceding sentence (i) only applies to the Contribution and not to the Collective Work overall or any portions thereof other than the Contribution; and (ii) does not apply if the Intellectual Property is not a Contribution to a Collective Work (i.e., if the Intellectual Property is a standalone work product).

- E. APWA may use the Intellectual Property (including without limitation your contributions or material review, updates, and additions to the program curriculum) in any formats it sees fit. The Intellectual Property may be modified in APWA’s sole discretion for use in other formats and for other purposes, such as, without limitation, e-learning programs. You have no right to review or approve the manner in which APWA uses the Intellectual Property, and APWA has no liability to you for any editing or alteration of the Intellectual Property or for any distortion or other effects resulting from APWA’s editing, alteration, or use of the Intellectual Property. APWA has no obligation to use the Intellectual Property.
- F. No representations have been made by APWA or any other person to induce you to execute this Agreement. Your obligations under this Agreement shall survive the termination of your volunteer services to APWA. You warrant that before executing this Agreement, you have read the same and understand it. You also expressly warrant that all understandings between APWA and you are set forth herein and nothing contained herein shall obligate APWA or any other party to pay any compensation to you.

Please indicate agreement by signing below and returning this Agreement to APWA via the address below. Keep a copy of this document for your records.

Thank you for your volunteer services.

I agree to the terms and conditions set forth above and warrant that any Intellectual Property I provide is original.

Name (please print) _____

Address: _____

Signature: _____ Date: _____