



INSTITUTION COPYRIGHT STATEMENT AND TRANSFER

_____(Employee), an employee of _____(Employer), has been given the opportunity to serve in the position of Board of Directors member, officer, committee member, including liaison committee member, task force member, or other volunteer position of ACOG Foundation. Employer understands that while acting in that role, Employee may write or contribute to written works, may collaborate with other committee members on written works, and may give the committee permission to use works that Employee wrote before their appointment to the committee. (The written works described in this paragraph are hereafter collectively referred to as the "Works").

In consideration for the opportunity for Employee to serve in their volunteer role, Employer hereby assigns, conveys, and otherwise transfers to ACOG Foundation, all rights, title, interest, and copyright ownership Employer may have in the Works. This assignment of rights to ACOG Foundation includes but is not limited to the rights to publish, reproduce and distribute copies, in print, electronic, or other media, whether or not in use at the time of execution of this Agreement, and to claim copyright in the Works throughout the world for the full duration of the copyright and any renewals or extensions thereof. Employer understands and agrees that ACOG Foundation has the right to identify itself as the author of the Works, and Employer specifically waives any "moral" or "artist" right with regard to the Works.

Employer hereby represents and warrants that Employer is the author of the Works, that the Works are original and have not been published previously (except for any material in the public domain and any material from previously copyrighted works obtained by permission or assignment and properly credited to the copyright holder), and that the Works shall not infringe any copyright or violate any other right of third parties (including the right of privacy), or be libelous or obscene or in any way illegal.

Further, Employer represents and warrants that submission of the Works complies with all applicable state and federal laws and regulations that apply to privacy and the disclosure of personal health information, such as, the Health Insurance Portability and Accountability Act of 1996, the regulations promulgated thereunder, and the Health Information Technology for Economic and Clinical Health Act of 2009. Employer also represents and warrants that it has obtained, prior to submission, any necessary patient authorizations. Employer agrees that it shall maintain such authorizations and shall inform ACOG Foundation in a timely manner of any revocation by a patient of such authorizations.

Employer acknowledges that the opportunity for Employee to serve in their volunteer role constitutes the entire consideration due to Employer for the rights Employer has transferred, and the representations and warranties Employer has made, and Employer further agrees to hold ACOG F o u n d a t i o n harmless from any breach of the foresaid representations and warranties. Finally, Employer represents and warrants that the below signatory has authority to enter into the promises described above.

Date

Signature

Please PRINT Name

Title or Description of ACOG Foundation Position

RETURN TO BOARD OF DIRECTORS AFFAIRS DEPARTMENT Fax: 202/554-3836 or Email: committee@acog.org