



### **VOLUNTEER COPYRIGHT STATEMENT AND TRANSFER**

I have 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. I understand that while acting in that role, in my personal capacity and not as an employee or as a representative of another organization, I 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 I wrote before my appointment to the committee. (The written works described in this paragraph are hereafter collectively referred to as the “Works”).

In consideration for the opportunity to serve in my role, I hereby assign, convey, and otherwise transfer to ACOG Foundation, all rights, title, interest, and copyright ownership I 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. I understand and agree that ACOG Foundation has the right to identify itself as the author of the Works, and I specifically waive any “moral” or “artist” right with regard to the Works.

I hereby represent and warrant that I am 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. I agree that I shall notify ACOG Foundation if I acted in the scope of my employment when creating any of the Works.

Further, I represent and warrant 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. I also represent and warrant that I have obtained, prior to submission, any necessary patient authorizations. I agree that I shall maintain such authorizations and shall inform ACOG Foundation in a timely manner of any revocation by a patient of such authorizations.

I acknowledge that the opportunity to serve in my role constitutes the entire consideration due to me for the rights I have transferred, and the representations and warranties I have made, and I further agree to hold ACOG Foundation harmless from any breach of the foresaid representations and warranties. Finally, I represent and warrant that I have 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](mailto:committee@acog.org)**