



## **Volunteer Terms and Conditions**

As a GSNETX volunteer, I affirm that the following terms and conditions are true:

- There are no pending criminal charges against me.
- I have never had a complaint or a charge of child neglect or abuse against me.
- I have never been convicted of a crime, pled no contest, or received deferred adjudication (other than for a minor traffic violation).
- My Driver's License has not been suspended or revoked within the most recent 12 months and it is not currently suspended or revoked.
- I have never been convicted of a crime involving illegal or coerced sexual activity, including, but not limited to, rape, sexual assault, molestation, sexual abuse, indecency with a child, prohibited sexual conduct, prostitution, obscenity, sexual performance by a child, or possession or promotion of child pornography.
- I do not currently use or distribute illegal drugs.
- I will not hold any troop meetings or activities in my home if I live with a registered sex offender.
- I do not have any facts or circumstances which involve me or my background that would call into question my being entrusted with the supervision, guidance and care of girls.
- Existence of criminal history information does not automatically disqualify you from serving as a volunteer for GSNETX. Criminal history information will be reviewed in light of all the surrounding circumstances, including age at the time of the offense, seriousness and nature of the offense, rehabilitation, relationship of the offense to the volunteer position, and federal and state statutory requirements. For clarity or if you have any concerns regarding your personal situation in a volunteer role regarding the items above, please contact us at [backgroundchecks@gsnetx.org](mailto:backgroundchecks@gsnetx.org).

## **Pluralism Statement**

Embracing and promoting pluralism is an integral part of every activity and plan of Girl Scouts of Northeast Texas, and is not a disconnected or separate project. All girls are welcome regardless of socioeconomic status; racial, ethnic, cultural, or religious background; or disability. I accept and agree to abide by the Girl Scout Promise and the Girl Scout Law. I accept and am willing to be educated about the basic tenet that Girl Scouting is for all girls. I understand that this is required for all those wishing to serve in volunteer or staff positions. I agree to value and respect ethnic, religious, cultural and socioeconomic diversity in individuals and groups. I agree to be a positive role model for and am committed to the needs and interest of girls. I understand the position I am applying for is a voluntary position and I should not expect monetary compensation.

## **CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY AGREEMENT**

### **For all Volunteers**

This Confidential Information and Intellectual Property Agreement ("Agreement") is made as of the date of signature below ("Effective Date"), by and between THE GIRL SCOUTS OF NORTHEAST TEXAS, including all troops and service units ("GSNETX"), and the undersigned ("I," "me" or "my").

### **Reasons for Agreement**

I desire to volunteer or to continue to volunteer with GSNETX. I recognize that I am not an employee of GSNETX and I will not receive compensation for time or resources through my volunteer assignment. I acknowledge that I may, in the

course of my service to GSNETX (“Volunteer Service”), have access to or create (alone or with others) confidential and/or proprietary information and intellectual property that is of value to GSNETX. I understand that this makes my position one of trust and confidence. I understand GSNETX’s need to limit disclosure and use of its confidential and/or proprietary information and intellectual property. I understand that all restrictions are for the purpose of enabling GSNETX to fulfill its mission, to maintain donors, customers and clients, to develop and maintain new or unique products and processes, to protect the integrity and future of GSNETX and to protect the employment and volunteer opportunities of GSNETX. THEREFORE, I agree to the following:

**1. Definitions.** “Confidential Information” shall include but not be limited to:

- (i) information relating to GSNETX’s financial, regulatory, personnel or operational matters,
- (ii) information relating to GSNETX’s members, troops, parents, clients, customers, beneficiaries, suppliers, donors, employees, volunteers, sponsors or business associates and partners,
- (iii) trade secrets, know-how, inventions, discoveries, techniques, processes, methods, formulae, ideas, technical data and specifications, testing methods, research and development activities, computer programs and designs,
- (iv) contracts, product plans, sales and marketing plans, business plans and
- (v) all information not generally known outside of GSNETX regarding GSNETX and its business, regardless of whether such information is in written, oral, electronic, digital or other form and regardless of whether the information originates from GSNETX or GSNETX’s agents.

“Intellectual Property” shall include but not be limited to:

- (i) all inventions, discoveries, techniques, processes, methods, formulae, ideas, technical data and specifications, testing methods, research and development activities, computer programs and designs (including improvements and enhancements and regardless of patentability),
- (ii) trade secrets and know-how,
- (iii) all copyrightable material that is conceived, developed, or made by me, alone or with others,
- (iv) trademarks and service marks and
- (v) all other intellectual property. Intellectual Property shall include any intellectual property created by me:
  - (i) in the course of Volunteer Service or using GSNETX time, equipment, information or materials, and
  - (ii) within one (1) year after termination of Volunteer Service and relating directly to work done during Volunteer Service.

Intellectual Property may be in any form, including but not limited to written, oral, electronic, digital or other form.

**2. Obligation of Confidentiality.** Except as may be required for the performance of my Volunteer Service, or unless specifically authorized in writing by GSNETX, I shall not use or disclose, for my or for others’ benefit, either during or after Volunteer Service, any Confidential Information.

**3. Disclosure and Ownership of Intellectual Property.** I (i) shall promptly and fully disclose to GSNETX any and all Intellectual Property, (ii) agree that all Intellectual Property shall be owned by GSNETX, (iii) agree to and do hereby assign, transfer and convey to GSNETX the entire right, title and interest in and to all Intellectual Property created by me, (iv) will execute and deliver any and all documents, take all actions and render any and all assistance reasonably requested by GSNETX, during or at any time after my Volunteer Service, to establish GSNETX’s ownership of, or to enable GSNETX to obtain patents to or register copyrights of, any Intellectual Property, and (v) acknowledge that all Intellectual Property that is copyrightable subject matter and that qualifies as Intellectual Property created by me during

my Volunteer Service shall be automatically owned by GSNETX. In the event GSNETX is unable for any reason whatsoever to secure my signature to any document required to apply for or execute any patent, copyright, or other applications with respect to Intellectual Property, I hereby irrevocably appoint GSNETX and its authorized officers and agents as my agents and attorneys-in-fact to execute and file any such application and to do all other acts to further the prosecution and issuance of patents, copyrights, or other rights with respect to Intellectual Property with the same legal force and effect as if executed by me. As a reminder, Intellectual Property shall only include intellectual property created by me (i) in the course of my Volunteer Service; (ii) my using of GSNETX time, equipment, information or materials, or (ii) within one (1) year after the termination of my Volunteer Service and relating directly to work done during Volunteer Service.

**4. Ownership and Return of Material.** All materials, including but not limited to business information, files, research, records, memoranda, books, lists, computer disks, hardware, software, cell phones and other wireless devices, documents, drawings, models, apparatus, sketches, designs and any other embodiment of Confidential Information or Intellectual Property received by me during my Volunteer Service, and any tangible embodiments of such materials created by me, alone or with others, whether confidential or not, are the property of GSNETX. I shall return to GSNETX all such materials, including copies thereof, in my possession or under my control upon the termination of my Volunteer Service for whatever reason or upon the request of GSNETX. The return of such materials shall take place within twenty-four (24) hours of notice of termination of the project or volunteer assignment, or upon request of GSNETX, whichever comes first.

**5. Survival of Obligations and Enforcement.** The obligations that I have under this Agreement shall survive the termination of my Volunteer Service, regardless of the reasons or method of termination. I agree that GSNETX shall be entitled to recover from me all attorneys' fees incurred in enforcing GSNETX's rights under this Agreement. I represent that the above restrictions are necessary to protect GSNETX's legitimate interests, and that these restrictions will not prevent me from earning a livelihood.