

AMERICAN COUNCIL OF ACADEMIC PHYSICAL THERAPY
CONFIDENTIALITY, CONFLICTS OF INTEREST,
NONCOMPETITION, AND COPYRIGHT ASSIGNMENT FORM

Dear <MEMBER>,

As a member of the American Council of Academic Physical Therapy (“ACAPT”) Board of Directors (the “Board”), committee and/or consortium, you may be exposed to certain confidential information related to ACAPT and its programs. We cannot emphasize too strongly how important it is that this information be kept confidential and not disclosed at any time nor under any circumstance, other than as directed by the Board or ACAPT Executive Director.

Therefore, as a condition of your being elected/appointed to and serving on the Board or any of ACAPT’s volunteer leadership groups (e.g., Committee, Consortium, task force, panel, etc.) and in recognition of the importance of ACAPT programs or activities, you agree to the following:

1. You will not disclose or cause to be disclosed to anyone outside of the Board or any of ACAPT’s volunteer leadership groups any confidential information related to ACAPT and its programs or activities, specifically including but not limited to, documents, member contact information, passwords, and other related information;
2. You will keep all such confidential information in a safe and secure place, such as a password-protected file, and will take all reasonable steps to protect against inadvertent disclosure or theft of the information;
3. Upon expiration of your term on the Board or any of ACAPT’s volunteer leadership groups you will promptly return to the ACAPT Executive Director or designated ACAPT staff person the confidential information that you have been sent or acquired in relation to the ACAPT program or activity;
4. You will fully disclose any actual or potential conflicts of interest of which you are aware or become aware that could conflict with your duty of loyalty to ACAPT, its programs or activities, and will avoid all such conflicts of interest that could be detrimental to ACAPT;
5. In case of any such conflict, you shall refrain from participating in the decision, present during deliberations and/or discussion prior to the making of the decision;
6. You will not use any of the confidential information described above, or any other information derived from your service on the Board or any of ACAPT’s

volunteer leadership groups in any way to the competitive harm or other detriment of ACAPT;

- 7. You agree that all material and/or information in any manner created, conceived or modified in whole or in part by you relating to your service (the "Work") shall be a "work made for hire," and that ACAPT, as the organization for which the Work is prepared, shall own all right, title and interest in and to the Work, including the entire and exclusive copyrights and patents in the Work and all rights associated with the copyrights and patents, including but not limited to, reproduction rights, distribution rights, the right to prepare translations and other derivative works, moral rights, and rights to the Works in all formats and media. You assign, and hereby do assign, to ACAPT, on your own behalf and on behalf of your employer (if applicable), all right, title and interest in and to the Work; and
- 8. You shall not have any authority or right to distribute, publish, copy the Word, or create information or material derived from the Work without the written permission of ACAPT, which may be withheld for any reason.

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Please sign this letter and send it back to the undersigned at ACAPT to confirm your acceptance of these conditions. Participation as an elected or appointed individual to ACAPT requires execution of this document. Thank you very much for your cooperation and commitment to the mission and vision of ACAPT.

Sincerely,



Sandy Brooks
Executive Director
American Council of Academic Physical Therapy

Agreed to and accepted by:

(Name)

(Date)