

Confidentiality Agreement and Assignment of Work Products

Employee's name (first, middle, last)

Date

Employee ID number

Instructions

Every employee of Corporation of the President of The Church of Jesus Christ of Latter-day Saints or of Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints is to sign a copy of this form. The completed form should be placed in the employee's file.

Agreement

1. Attached to this Confidentiality Agreement and Assignment of Work Products (hereinafter, "Agreement") and made part of this Agreement is a Disclosure Concerning Work Products and Confidential Information (hereinafter, "Disclosure"). Capitalized terms in the remainder of this Agreement are defined in the Disclosure. I acknowledge that I have read the Disclosure, and I understand my duties, rights, and obligations under this Agreement, as outlined in the Disclosure.
2. To obtain the benefits and compensation of my continued employment as an employee of the Employer, I agree to abide by and be bound by the provisions of this Agreement, as detailed in the Disclosure.
3. I agree to regularly apprise my supervisor of all my Work Products.
4. I agree to assign, and do hereby assign, my entire right, title, and interest in all my Work Products to the Employer.
5. I agree to cooperate with the Employer, whenever requested to do so, to preserve and perfect the Employer's rights and interests in my Work Products in the United States and foreign countries. I will promptly execute any applications, assignments, registrations, or other instruments considered necessary by the Employer.
6. I agree not to disclose, disseminate, lecture upon, or publish Confidential Information unless I first secure the written consent of my department management and the headquarters Human Resource Department.
7. I agree that, upon termination, completion, or other end of my employment, I will leave with the Employer or promptly return to the Employer all Confidential Information and Work Products in my possession or under my control, and I further agree that I shall not use any Confidential Information in any way adverse to the Employer's desires. I also agree that, following the termination of my employment for any reason, I will obtain written permission prior to any disclosure of, dissemination of, publication of, or lecture or the like regarding Confidential Information.
8. I agree that this Agreement shall be construed according to the laws of the State of Utah, excluding conflict-of-law principles; that any provision of this Agreement declared invalid or unenforceable shall not affect the validity or enforceability of the remaining provisions; that this Agreement shall be binding upon my heirs and legal and personal representatives and successors; and that this Agreement represents the entire agreement between the Employer and me regarding the subject matter hereof.
9. I agree that this Agreement is effective as of the start date of my employment with the Employer and shall continue to be applicable following termination of my employment with the Employer for any reason, including my death.

Employee's signature

Date

Disclosure Concerning Work Products and Confidential Information

This Disclosure is an attachment to the Agreement, as previously defined, and is an essential part of it. The objective of the Agreement and this Disclosure is to define the ownership of certain rights in and your responsibility with regard to Work Products and Confidential Information created by or made available to you, an employee of the Employer.

Please read this Disclosure carefully and thoroughly. The information and obligations contained in this Disclosure are legally binding upon you once you have signed the Agreement. If you have any questions about your duties and obligations under the Agreement, please contact your department's human resource representative immediately.

Policy

1. All of your Work Products are and shall remain the sole and exclusive property of the Employer. The Employer shall be the sole and exclusive disseminator and controller of all Work Products.
2. All Confidential Information, whether Work Products or otherwise, to which you are exposed or which you generate during the normal course of employment must be used only as instructed and must be returned to the Employer upon request or upon termination of your employment for any reason.

Definitions

The terms defined below shall be understood as defined below throughout the Agreement and this Disclosure. Where no definition is given, the customary meaning shall be understood. Terms defined below may be used in the singular or plural.

Church is The Church of Jesus Christ of Latter-day Saints.

Confidential Information is information about the Employer or the Church, regardless of the field, that is not generally known to the public but is made known to you or generated by you in the course of or as a consequence of your employment by the Employer. Confidential Information includes verbal communications, notes, e-mail, electronic media, records, planners, journal entries, or the like relating to the operations, functions, ecclesiastical programs, projects, administration, finances, writings, policies, procedures, human resources, products, processes, services, methods, know-how, technology, ideas, research, development, engineering, manufacture, purchasing, Patents, Trade Secrets, Trademarks, Service Marks, or Copyrights of the Employer or the Church. Work Products and their contents are considered Confidential Information.

Copyright is a property interest in an original work of authorship, which work is fixed in any tangible medium of expression from which it can be perceived, reproduced, or otherwise communicated either directly or with the aid of a machine or device.

Employer is either Corporation of the President of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, or Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, as the context may require.

Intellectual Property is any and all Patents, Trade Secrets, know-how, technology, Confidential Information, ideas, Copyrights, Trademarks, and Service Marks of the Employer or the Church and any and all rights, applications, and registrations relating to them.

Patent is a written document securing to an inventor or to his or her assignee, for a term of years, the right to exclude others from making, using, selling, or importing his or her invention.

Service Mark is any word, symbol, name, or device, or any combination thereof, that is adopted and used by its owner to identify the owner's services or to distinguish them from the services of another.

Trademark is any word, symbol, name, or device, or any combination thereof, that is adopted and used by its owner to identify the owner's goods or to distinguish them from the goods of another.

Trade Secret is any formula, pattern, device, or compilation of information that is used in one's business and that gives one an opportunity to obtain advantage over others who do not know or use it.

Work Products are any and all employee-generated materials, including but not limited to all Intellectual Property or part thereof, that are conceived, developed, reduced to practice, produced, or created by you or another person in the course of your or their employment by the Employer. Work Products include memos, papers, letters, records, reports, summaries, audio or video recordings, written materials, graphics, artistic or musical creations, theatrical scripts or productions, architectural designs or plans, computer programs or codes, and any other work, including all materials that are:

- a. conceived, developed, reduced to practice, produced, or created as assigned or requested within the scope of your employment;
- b. conceived, developed, reduced to practice, produced, or created on the Employer's time;
- c. conceived, developed, reduced to practice, produced, or created with the aid, assistance, or use of any of the Employer's property, equipment, facilities, supplies, resources, or Intellectual Property;
- d. the result of any work, services, or duties performed by you for the Employer, including notes or other recordings of instruction or meetings that are related to your work or your working environment; or
- e. related to the current or demonstrably anticipated operations, programs, functions, organization, procedures, administration, ecclesiastical activities or practices, business, research, development, industry, or trade of the Employer.

Explanation

Please note that not all of the benefits and obligations of both you and the Employer are enumerated in the Agreement or this Disclosure. Others, such as your specific responsibilities within your assigned department, will be explained to you over the course of time by your supervisor. Your supervisor, manager, or director is not authorized to amend this Agreement.

The numbered paragraphs in the Agreement correspond to the numbered explanations below.

1. None.
- 2 and 3. Because there is a broad range of employment duties, management styles of supervisors, work environments, and so forth, the type and quantity of Work Products produced by employees differs greatly. Some of the Work Products that you produce during your employment with the Employer may have some independent value other than the immediate application to the needs and concerns they presently address. In an attempt to identify, preserve, and protect that independent value, the Employer requires that its employees keep their supervisors informed of what they are doing. This applies particularly to ecclesiastical activities or assignments,

Disclosure Concerning Work Products and Confidential Information

administrative operations or programs, methods, processes, devices, or the like that record, memorialize, or affect your assignments, increase productivity, or add other benefits to your work.

4. All employees who create Work Products are required to assign their interest, if any, in those Work Products to the Employer. As used in the Agreement, assign is a legal term for transfer of ownership. Thus, by agreeing to assign all "right, title, and interest" in your Work Products to the Employer, you are transferring whatever ownership interest you may have to the Employer, not merely sharing it with the Employer. As legal owner of your Work Products, the Employer is entitled to control them as it deems appropriate.

Original creations or inventions by you that do not qualify as Work Products are not claimed by the Employer as Employer-owned. Hence, any creation by you of anything that is not within the scope of your employment by the Employer; is not on the Employer's time; does not use the Employer's equipment; is not a result of the work, services, or duties you perform for the Employer; or is not related to the current or future business of the Employer will be your own.

IMPORTANT: If you have created or invented anything prior to your employment with the Employer of which you desire to maintain ownership and which you believe might be considered a Work Product under the Agreement, please attach a description to the Agreement.

5. The Employer may choose to protect Work Products as Intellectual Property. Some forms of Intellectual Property, as defined above, are Patents, Trademarks and Service Marks, Copyrights, and Trade Secrets. In order to preserve or perfect its rights in Intellectual Property, the Employer may need to follow certain formalities, such as filing an application, rendering appropriate notice, and ensuring that certain guidelines are followed. By agreeing to cooperate with the Employer, you are agreeing to do such things as promptly sign necessary documents, provide detailed disclosures, and follow indicated guidelines. Please note that the costs of your cooperation (your time and expenses) will be borne by the Employer.
6. As an employee of the Employer, you may have access to Confidential Information (as defined above) regarding the Employer, the Church, or their operations. It is imperative that this Confidential Information remain confidential. By signing the Agreement, you are agreeing not to disclose Confidential Information to others without the prior written consent of the Employer. Even seemingly innocent uses of Confidential Information, such as in private conversations with others, personal notes of meetings, and entries in planners, journals, or booklets, must be avoided. Please recognize that such dissemination may jeopardize the ability of the Employer and affiliated entities to legally protect Confidential Information or to properly carry out the mission of the Church.

If you have questions about what constitutes Confidential Information or how it should be handled in a given situation, please direct those questions to your supervisor. If your supervisor has questions, he or she should seek the answers from an appropriate authorized source. **If, under any circumstances, you have a question about Confidential Information, please ask for directions before acting.**

Your responsibility not to disclose Confidential Information extends beyond your term of employment with the Employer. Although you will be required to return to the Employer any

physical embodiments of Confidential Information (such as documents, computer programs and databases, and recordings) upon termination, completion, or other end of your employment for any reason, including death, as indicated in paragraph 7 of the Agreement, you and your family or heirs will be under an ongoing obligation not to use Confidential Information.

You may be authorized or required, within the scope of your employment responsibilities, to disclose Confidential Information to others. In this case, it is your duty to apprise those to whom the Confidential Information is disclosed that they are under the same obligations of confidentiality that you are under. If you have questions about whether others are under similar obligations, please direct those questions to your supervisor. Do not disclose Confidential Information unless or until your questions have been answered to your satisfaction.

7. Under the Agreement, it is your duty to return to the Employer any and all embodiments of Work Products and Confidential Information upon the termination, completion, or other end of your employment with the Employer for any reason. If your employment is terminated by your death, your family or heirs have the duty to return Work Products and Confidential Information to the Employer. Work Products and Confidential Information, as defined above, include items such as documents, notes, memoranda, journal entries, planner notes, computer programs and databases, and physical objects, regardless of the form. Under paragraph 7 of the Agreement, your duty or that of your family or heirs pertains to Work Products and Confidential Information that are in your possession or under your control at the time of termination.
8. Every state in the United States and every foreign country has its own set of laws and its own judicial bodies that interpret those laws. Many jurisdictions conflict with each other on various points of codified and judicially interpreted law. To avoid conflicts between jurisdictions, the Agreement and this Disclosure establish that the laws governing them are the laws of the State of Utah.

The Agreement and this Disclosure are the only binding agreement you have with the Employer regarding Work Products and Confidential Information created by or made available to you as an employee of the Employer. If you have signed any other agreement that is similar in nature, then the Agreement and this Disclosure are deemed to supersede that agreement. The Agreement in no way modifies the at-will status of your employment with the Employer.
9. The Agreement and this Disclosure are considered to be in effect and therefore binding on you as of your start date as an employee. Your start date may or may not be the date that you signed the Agreement, and it may or may not be the date that you actually started work for the Employer. If you are not aware of your employment start date, your department's human resource representative can assist you.

If you have any questions or comments regarding the Agreement or this Disclosure after reading both documents, please ask those questions and obtain satisfactory answers before you sign the Agreement.