

Commission on Pathway to Excellence®
VOLUNTEER AGREEMENT
Term Commencement Date: January 1, 2020

Thank you for agreeing to lend your expertise to the American Nurses Credentialing Center (“ANCC”) and for your willingness to assist the organization through service on this commission that governs Pathway to Excellence® programmatic activities. As a volunteer serving on ANCC’s Commission on Pathway to Excellence (COPE), you are charged with upholding the policies and procedures of ANCC and you have certain fiduciary obligations to ANCC.

Therefore, as a condition and in consideration of your selection to serve with ANCC, and in recognition of the importance of the Pathway to Excellence credentialing programs to the nursing profession, and in exchange for the professional benefits that you will gain as a result of your participation on ANCC’s Commission on Pathway to Excellence, you agree to the following:

1. You will comply with all ANCC rules, policies, and procedures.
2. You will protect ANCC’s Confidential Information.
 - 2.1 " Confidential Information" means all information or items identified by ANCC as confidential or which reasonably can be interpreted as confidential, that are disclosed by ANCC to you, including but not limited to information relating to ANCC's past, present and future credentialing materials, accreditation materials, certification materials, testing materials, business and product development materials and activities, financial and business information and other information that ANCC wished to keep confidential because it can be reasonably concluded that ANCC derives value from not being known to the public.. Confidential Information includes user names and passwords for ANCC accounts.
 - 2.2 Confidential Information may be conveyed by ANCC to you in visual, written, oral, printed, or machine-readable form. All disclosures of information by ANCC to you will be deemed to be confidential at the time of disclosure.
 - 2.3 When Confidential Information is disclosed in written form, the writing may contain an appropriate legend, such as "Confidential Information", but the absence of such legend does not mean the disclosed information is non-confidential unless marked as such by ANCC. You will not disclose the contents of Confidential Information, either verbally or in writing, to any person or entity. This restriction shall apply at all times and in any circumstance even after your work with ANCC has concluded, unless otherwise directed in writing by ANCC.
 - 2.4 You will ensure the protection of all Confidential Information in your possession by storing it in a safe and secure place, such as a locked hardcopy file drawer or a password protected electronic file and will take all reasonable steps to protect against inadvertent disclosure or theft of the information. You will take steps to safeguard any passwords used to secure or access Confidential Information. You will inform ANCC in the event Confidential Information is compromised due to events such as, but not limited to, the loss or theft of materials, unauthorized access to the materials, or unauthorized disclosure.
 - 2.5 You shall not allow any person, other than those authorized by ANCC to have access to any computer or program accounts granted to you by ANCC.
 - 2.6 You shall submit all Confidential Information, including confidential communications,

through secure methods, such as secure courier or secure cloud-based information portal, as specified by ANCC, unless otherwise specifically authorized.

2.7 Upon expiration of your term with the Commission on Pathway to Excellence, or at the earlier request of ANCC, you will, at your own expense, promptly return to ANCC, by courier or registered mail, the Confidential Information that you have received or acquired relating to ANCC or any ANCC business or program or with the consent of authorized ANCC Pathway to Excellence Program staff, destroy such Confidential Information. You will not retain hard copies or electronic copies of Confidential Information and will confirm, in writing, the destruction to ANCC of all copies of ANCC Confidential Information.

2.8 You shall not provide any information to ANCC which may be considered confidential by you or by any third parties used by you. All information disclosed by you to ANCC will be deemed non-confidential and will be treated as such by ANCC.

2.9 You will use ANCC Confidential Information only for the purpose of carrying out your responsibilities as a member of the Commission on Pathway to Excellence.

2.10 You may disclose ANCC Confidential information only

(a) in response to a valid order of a court or governmental body of the United States or any subdivision thereof; provided, however, that you will have first made a reasonable effort to inform ANCC regarding the underlying information request; or

(b) the information becomes available to the public through means other than your disclosure; or

(c) with ANCC's prior written consent, provided that before approved disclosure to any third party, you will have a written agreement with such third party sufficient to require that the third party will treat Confidential Information in accordance with this Agreement.

3. For good and valuable consideration receipt and adequacy of which is hereby acknowledged, you hereby irrevocably assign, transfer, and convey to ANCC all of your right, title and interest, throughout the universe, in and to any material developed, authored, conceived, modified, created or invented, in whole or in part, by you in connection with the work of the Commission on Pathway to Excellence or any other business, program or department of ANCC, including, without limitation, patent, trademark or copyright pertaining to such materials, creations or inventions, and any renewals, extensions and revised terms thereof in the United States of America and/or elsewhere throughout the universe. You expressly acknowledge and agree that any material developed, conceived, modified, created or invented, in whole or in part, by you in the course of working on any business, project, committee, commission or governing council is "work made for hire" for the ANCC and shall be owned exclusively by ANCC.

4. You warrant that you have not sold, granted, conveyed or assigned any of your right, title or interest in or to any material developed, conceived, modified, created or invented, in whole or in part, by you to any person, firm or corporation other than ANCC with respect to the Pathway to Excellence Program or any other business, program or department of ANCC, and that all such material developed, conceived, modified, created or invented, in whole or in part, by you in connection with your work for ANCC is not subject to any person's or entity's prior claim or ownership interest.

5. You agree that, during the term of this Agreement, and for two (2) years thereafter, you will not engage in any activity that could be considered to constitute an actual, apparent or potential conflict of interest with the mission, values and activities of ANCC's Pathway to Excellence Program and will disclose to ANCC any such conflicts of interest and any business, financial or organizational interests and affiliations that are or could be construed to be a conflict of interest. Conflicts of interest include, but are not necessarily limited to, activity for which you receive money or gratuities from a third party in exchange for knowledge acquired from your work with ANCC. You agree to recuse yourself from deliberation and/or vote on any matter with respect to which you may have an actual or potential conflict of interest.

6. You agree that, during the term of this Agreement, and for two (2) years thereafter, you will not engage, whether for compensation or not, in the preparation, administration, or promotion of any nursing credentialing program, material, presentation, professional activity, product, service or other program that competes with any existing or planned ANCC credentialing. To the extent that your work on the COM provides you with access to Confidential Information and/or proprietary information about ANCC as a whole or other ANCC programs, you agree that during the term of this Agreement, and for two (2) years thereafter, you will not engage, whether for compensation or not, in activities that compete with any existing or planned ANCC program or business activity for which you have received such Confidential Information. You recognize and agree that the application of these restrictions may require that you decline professional and business opportunities that might otherwise be pursued. You represent and warrant that your background, education, training and experience are such that the restrictions contained in this paragraph shall not result in an inability on your part to pursue a livelihood, and that other alternatives or representations of employment or business endeavors are reasonably available to you. This covenant is hereby deemed to be independent of any other provision of this Agreement, and the existence of any claim or cause of action by you against ANCC, whether predicated on this Agreement or otherwise, shall not constitute a defense to its enforcement.

7. You will not, in a false, misleading or deceptive manner, reference your participation with respect to the ANCC Pathway to Excellence Program or specific evaluations and will not, for the term of this Agreement and for at least two (2) years thereafter, be involved in any preparation, educational offering or instructional materials purporting to prepare persons to successfully obtain ANCC credentialing. You will not mention your work with ANCC in connection with any course, workshop, presentation, publication, or business or commercial endeavor without ANCC's prior written consent, although it is appropriate to list your participation with ANCC in employment applications or records.

8. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be unenforceable and/or excessively broad for any reason, including but not limited to, for duration, geographical scope, activity or subject, such provision shall be construed as limited and reduced to the scope and extent allowed by applicable law and/or as directed by a court of competent jurisdiction. In addition, such unenforceability shall not affect any other provision contained in this Agreement.

9. You understand and acknowledge that the covenants contained in Paragraphs 2 through and including Paragraph 7 of this Agreement are essential elements to this Agreement and that, but for your agreement to give such covenants and to abide by the respective terms thereof, ANCC would not enter into this Agreement with you and you would not be permitted to participate on the Commission on Pathway to Excellence. Without intending to limit the remedies available to ANCC, you acknowledge and agree that damages at law will be an insufficient remedy to ANCC in view of the irreparable harm which would be suffered by ANCC if you violated the terms of Paragraphs 2 through and including 7. You therefore agree that ANCC may apply for and have temporary and/or permanent injunctive relief in any court of competent jurisdiction in the State of Maryland, and you further specifically agree to submit to the jurisdiction of such court, specifically to enforce any such covenants upon the breach or threatened breach of any such provisions, or otherwise specifically to enforce any such covenants.

10. You hereby waive all defenses to strict enforcement by ANCC. You also agree that the provisions of Paragraph 6, 7, 9 and this Paragraph 10 shall survive the termination of this Agreement and remain in full force and effect thereafter in accordance with their respective terms.

11. You agree that this Agreement will not restrict the right of ANCC to enter into agreements with other parties for the same or similar efforts, or to make, have made, use, sell, buy, develop, market, or otherwise transfer any technology, products or services now or in the future.

12. You acknowledge and agree that you and ANCC do not intend that any agency, partnership or other relationship be created between them by this Agreement.

13. You acknowledge and agree that you serve in the capacity of an ANCC volunteer as a representative of ANCC and not as a representative of any third party, including but not limited to any employer, professional or specialty organization, regardless of whether you were nominated for participation by, are sponsored by or are a present or past officer, director, employee, volunteer or member of, a professional or specialty organization or other third party.

14. Nothing contained in this Agreement will be construed as conferring any rights to you to use in publications, materials, advertising, publicity or other marketing activities, any name, trade name, trademark, acronym or other designation of ANCC, including any contraction, abbreviation, or simulation of any of the foregoing.

15. This Agreement shall be construed, and legal relations between you and ANCC shall be determined, in accordance with the laws of the United States of America and, specifically, the State of Maryland. Any lawsuit between the parties arising out of or related to this Agreement or any of the terms and conditions hereof shall be brought only in a court of competent jurisdiction within the State of Maryland.

16. It is understood by the parties hereto that the terms and conditions of this Agreement shall not be interpreted as requiring ANCC to disclose any information, confidential or otherwise, to you. The parties agree that this Agreement shall not in any way imply any commitment on either party's behalf to enter into any business transaction.

17. You may not assign your rights or delegate your duties or obligations under this Agreement without prior written consent from ANCC. Any attempt to do so is void.

18. You agree that this Agreement is the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Agreement, including the rights and obligations of the parties hereto with respect to ANCC Confidential Information disclosed by ANCC and Intellectual Property Rights arising from the work you are performing for ANCC.

18. You agree that this Agreement is retroactive to the date of appointment, regardless of the date on which it is signed, and that it supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

Printed Name: _____

Signature: _____

Date: _____