

# Church History Specialist Volunteer Agreement

## Agreement Information

CHURCH HISTORY DEPARTMENT 15 EAST NORTH TEMPLE STREET SALT LAKE CITY, UT 84150-1600	
IP code	

## Personal Information

Name (first, middle, last)		Telephone number	
Email address		Alternate telephone number	
Address			
Previous Church employment? <input type="checkbox"/> Yes <input type="checkbox"/> No	Previous Church employment dates From: _____ To: _____	Prior position	
Current ward or branch	Bishop or branch president	Current stake or district	Stake or mission president

## Positions for Which I Am Volunteering

Position	Department	Position	Department
Days and times I am available to volunteer			
Service availability start date		Service availability end date	

## Agreement

Under the direction of my Area Presidency or Area Supervisor, I hereby volunteer as a Church history adviser or specialist to provide service to The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, and any other affiliated legal entity (collectively, "Church Entity") of The Church of Jesus Christ of Latter-day Saints ("Church"). I understand and agree to the following terms of this Church History Specialist Volunteer Agreement ("Agreement"):

- 1. Volunteer service.** I will be serving as a volunteer and not as an employee or independent contractor of the Church Entity. I also understand that I will not receive any pay, compensation, or other employment-related benefits for my service as a volunteer, including for any license, transfer, or waiver of rights under sections 6 or 7 below.
- 2. Volunteer policies and procedures.** During my volunteer service, I agree to follow any policies and procedures set by the Church, the Church Entity, or my Area Presidency or Area Supervisor for Church history advisers and specialists.
- 3. Volunteer conduct.** I understand that my conduct as a volunteer may reflect upon the Church Entity and the Church. I commit to avoid making statements or otherwise doing anything that may cause harm to the Church Entity or the Church or that may, in any way, injure the reputation of the Church Entity or the Church.

- 4. Confidentiality.** As part of my volunteer service, I may have access to confidential information regarding one or more individuals, the Church Entity, or the Church and its operations ("Confidential Information"). Confidential Information is (a) any information that is not released by the Church Entity or the Church to the general public; (b) any information that is marked "confidential"; (c) any information concerning the Church Entity or the Church regarding operations, functions, ecclesiastical programs, projects, administration, finances, writings, policies, procedures, human-resource and personnel records, and statistical or membership information; and (d) any other information that I learn while volunteering hereunder that would normally or reasonably be considered to be private, confidential, or sacred. If I have access to any Confidential Information, I shall hold it in complete confidence and not disclose it to any third parties or to employees of the Church Entity who do not have a need to know, without the written permission of the Church Entity. Any question about what constitutes Confidential Information will be resolved by and to the complete satisfaction of the Church Entity.
- 5. Standards of conduct.** I know the Church Entity is committed to the highest standards of honesty and integrity in all of its operations, and I shall follow these standards strictly. I will not use my position as a volunteer with the Church Entity for personal gain. I will not engage in conduct that violates anti-bribery laws of the jurisdiction(s) where I perform services or that violates the United States Foreign Corrupt Practices Act ("FCPA").

## Church History Specialist Volunteer Agreement—continued

Name (first, middle, last)

### 6. Ownership of material.

- a. The term "Material" is used herein to include all material of whatever kind or nature created, produced, or delivered by me under this Agreement and all results and proceeds of my services hereunder, including all work product. I acknowledge that all Material I create or help create is considered a work made for hire, specially commissioned by Intellectual Reserve, Inc., or other entity designated thereby (collectively, "Owner"). Thus, Owner is and shall be considered the author of the Material for all purposes and (at all stages of completion) the sole and exclusive owner, throughout the world and forever, of all right, title, and interest in and to the Material and every part thereof, including all copyrights therein, all copyright renewals and extensions, all neighboring rights, and all other ownership and exploitation rights of any kind, nature, or description in, to, and with respect to the Material that may be secured under the laws now or hereafter in effect in any jurisdiction (collectively, "Rights").
- b. For clarity, Material shall not include materials or works that are not related to my service hereunder. If, however, there is any question as to whether a work or material is related to my service hereunder, I agree to clarify ownership or treat such work and material as Material owned by Owner, unless Owner has stated otherwise in writing.
- c. To the extent the Material is not deemed a work made for hire for Owner or Owner is not deemed to be the author of the Material and the sole and exclusive owner of the Material and all right, title, and interest therein (including all of the Rights), then to the fullest extent allowable and for the full term of protection otherwise accorded me, I hereby irrevocably grant to Owner an unrestricted, exclusive, and royalty-free license to use the Material throughout the world and forever, with such license including all of the Rights.
- d. To the extent not transferred to Owner above, then to the fullest extent allowable under any applicable law, I hereby irrevocably waive any and all rights of "droit moral," "moral rights of authors," author's rights, personal rights, or similar rights (collectively, "Special Rights"), which I may now or later have in the Material and any other works now or hereafter created containing the Material. I covenant not to sue or otherwise enforce any Special Rights against Owner or any affiliate of Owner anywhere in the world.
- e. Nothing in this Agreement shall be deemed to require Owner to reproduce or otherwise use any or all of the Material; and I release Owner from any liability for any loss or damage I may suffer due to Owner's failure to use the Material.

### 7. Use of other material.

- a. I understand and agree that if, in the course of creating or producing Material (defined in section 6), I intend to use any materials that were created by or obtained from another person, or if I intend to request or use the services of any other person to assist in creating or producing Material, I shall first (a) promptly

notify the Church Entity of such intended use or request to use and (b) obtain in writing for the Owner (defined in section 6) the legal rights in and to any and all material created or provided by, or obtained from, such other person, which rights shall not be less favorable than Owner's Rights in and to the Material under section 6.

- b. I understand and agree that any and all records, documents, or other historical materials ("Historical Materials") that I receive under my service are the property of the Church Entity or Owner and that I have no right, title, or interest in and to such Historical Materials. I agree that if I receive any Historical Materials during or as a result of my service hereunder, I will immediately transfer or return such materials to the Church Entity. I further agree that I will store all Historical Materials in a Church-approved storage facility, and that I will not take such materials to any location that is not approved by the Church Entity.

**8. Data privacy.** I understand that the Church Entity maintains records containing personal information about me, which may include, without limitation, my name, age, address, marital status, educational background, employment history, areas of expertise, Church service, and location of Church membership. The Church Entity uses this information to administer its volunteer service program. The Church Entity's administrative staff is located in Salt Lake City, Utah. The Church Entity has adopted a data privacy policy and security measures to help ensure the confidentiality of information in all databases and manual files. I hereby consent to the Church Entity's collection, use, processing, disclosure, and transfer of my personal information for the purposes described above.

**9. No insurance.** I understand that I am not covered by insurance of any kind or nature, and that I must provide my own medical insurance in the event I am injured or become ill in the course of my volunteer service.

**10. Conclusion of services.** In addition to any Historical Materials and Material, all other materials I receive or have access to during my service hereunder remain the property of the Church Entity during and after my service. At the end of my service, I will return to the Church Entity all materials, including, without limitation, Confidential Information, Historical Materials, Material, and equipment relating to my services. The provisions of sections 4 and 6 shall remain in full force and effect at all times during and after the end of my services.

**11. Severability.** I agree that if any provision of this Agreement is held to be invalid or unenforceable, such a holding will not affect the validity and enforceability of any other provision of this Agreement.

**12. Governing law and jurisdiction.** I agree that this Agreement and my performance of services shall be governed by the laws of the state of Utah, USA, excluding any conflict-of-law principles. I also agree that the state and federal courts located in Salt Lake City, Utah, will have exclusive jurisdiction over all disputes that may arise under this Agreement, and I hereby consent to such jurisdiction and waive any rights I may have to any other venue.

### Signatures

I have reviewed and understand this Agreement and agree to comply with its terms.

Signature of volunteer

Date

Signature of supervisor

Accepted

Yes  No

Date