

Intellectual Property Agreement for Partners & Fellows as Volunteer Consultants

Why have an intellectual property agreement?

As SVP has matured as an organization, so has the work of our volunteer consultants and Investees. This work generates a great deal of knowledge and product, including but not limited to plans, strategy, databases, websites, collateral material, logos, concepts and more! We are asking both volunteers and investees (grantees) to sign intellectual property agreements for two reasons.

The first is simply to clarify ownership of any product or intellectual property up front in order to avoid confusion or bad feelings down the road. Our working relationships usually involve a volunteer, a non-profit, and SVP, so it is helpful to have this discussion before work starts.

The second reason is to ensure that what is developed can be used, modified and distributed by the Investee, SVP and you in future work. If a volunteer creates a registration database for an Investee that would work well for another organization with a few modifications, we would like that to be possible!

SVP believes that encouraging the non-commercial use of the ideas and product generated through the work of our volunteers and Investees fulfills our mission of educating donors and strengthening nonprofits. SVP is establishing ownership to open up access and use and stop anyone else from denying access or use.

Thank you for your time and commitment to SVP and our Investees. As always, if you have questions please speak with our Executive Director or a member of the executive committee.

Agreement

This agreement sets forth the terms under which you (Contractor), as a volunteer matched to consulting opportunities with Social Venture Partners (SVP) Investees, will perform volunteer services. Please read this letter agreement carefully and then **sign and return it** to us to signify your acceptance. We are unable to help find you a volunteer opportunity until we have received your signed agreement.

By signing this agreement, Contractor agrees that if and when Contractor engages in a volunteer opportunity at an SVP Investee through a match made by SVP:

1. The Investee owns all Work Product, including inventions and works of authorship, produced by volunteer consultants placed by SVP.
2. Accordingly, Contractor assigns and transfers all ownership rights in the Work Product to the Investee, including all intellectual property rights in the Work Product. Contractor grants SVP and Investee a worldwide, nonexclusive, royalty-free, perpetual, irrevocable license to use, modify, reproduce, distribute, and otherwise utilize any materials owned by Contractor and included in any Work Product. (Contractor will not include any materials owned by a third party in any Work Product without properly sourcing the material and receiving appropriate permission for its use.)

Unless you are notified otherwise, all SVP Investees have signed agreements that grant you and SVP a worldwide, nonexclusive, royalty-free, perpetual, irrevocable license to use, modify, reproduce, distribute,

and otherwise utilize any Work Product you produce as a result of this letter agreement solely for non-commercial purposes.

The parties agree to use their best efforts to resolve any dispute regarding this letter agreement through informal discussions. However, if the dispute cannot be resolved through informal discussions, the parties agree to submit the dispute to binding arbitration in Boulder County, Colorado, because arbitration is faster and less expensive than litigation.

Finally, Contractor will keep confidential, during and after the provision of services, any information that it learns about SVP or Client (Investee) that is not known to the general public.

We value our relationship with you and thank you for collaborating with SVP and your Investees!

Contractor/Volunteer

Print Name _____

Date _____

Signature _____