

13. TRADEMARKS, LOGOS, COPYRIGHTED MATERIALS, AND PROPRIETARY INFORMATION AND DATA

Scope

This policy covers the use of the NIGP trademarks and logo, as well as copyrighted and confidential materials.

General

A. Trademarks and Servicemarks

1. *Registration.* NIGP shall seek registration with the United States Patent and Trademark Office of all strategically important trademarks and service marks that are proprietary to NIGP and that are eligible for registration (“NIGP Marks”). NIGP shall file such documents and perform such other actions that may be required or necessary to lawfully protect the NIGP Marks.
2. *Licensing.* NIGP shall license the NIGP Marks on a non-exclusive basis from time to time to NIGP Chapters, affiliated associations, partners or pursuant to other contractual business relationships. Any grant of an exclusive license or assignment of any rights in or to any NIGP Mark will require approval of the NIGP Governing Board.

B. NIGP Logo Use

1. *Official documents, publications and materials.* The NIGP logo shall be used on official stationery, publications and materials produced by NIGP.
2. *NIGP members and chapters.* Member agencies and individuals may be permitted to display the NIGP logo on their website or business cards in a manner consistent with logo usage guidelines defined by NIGP’s Marketing Department.
3. *Modifications.* NIGP Marks shall not be modified or reproduced in any manner that distorts, degrades, misrepresents or otherwise undermines the integrity of the NIGP Mark, regardless of the NIGP Mark’s registration status with the United States Patent and Trademark Office.

C. Copyrighted Materials

1. *Registration.* NIGP shall seek registration with the U.S. Copyright Office the text of all strategic materials and other works that are proprietary to NIGP and that are eligible for copyright protection.
2. *Proprietary Rights.* NIGP shall use commercially reasonable efforts to obtain copyright assignments from authors of any work published by NIGP so as to entitle NIGP to the benefits of copyright ownership for such published work. In cases where individual authors retain copyright ownership with respect to their work, NIGP will make reasonable efforts to obtain an exclusive license to such copyright which allows for the contemplated use by NIGP. Additionally, NIGP will copyright strategic compilations published by NIGP that are eligible for copyright protection to entitle NIGP to such copyright protection for such published compilation. NIGP shall display a legal terms of use document on its Web site which notifies users that copyright protection extends to materials that appear on the NIGP Web site.

NIGP will ensure that NIGP employees sign a Confidentiality and Proprietary Rights Agreement which sets forth an employee's responsibilities with respect to the treatment of NIGP Confidential Information (as defined below) and proprietary rights.

3. *Licensing.* NIGP shall permit Chapters, affiliated associations, and NIGP members to obtain and use NIGP copyrighted material pursuant to the policy of NIGP as adopted from time to time by the Chief Executive Officer.
4. *Reproduction.* NIGP members may make one copy for their personal use of an article that appears in a NIGP publication with appropriate attribution. NIGP members and others who wish to reproduce multiple copies of any NIGP material shall request permission to reproduce material copyrighted by NIGP and pay any established fees.

D. Confidential Information and Data

1. The directors, officers and employees of NIGP (collectively referred to herein as "Directors") acknowledge that they may be given or have access to confidential information of NIGP or third parties ("Confidential Information").

2. Confidential Information is all information that NIGP considers to be confidential or proprietary information of NIGP or third party sources. Confidential Information may include, but is not limited to, information regarding the organization, operations, programs, activities, policies, procedures, practices, financial condition, membership lists, and unpublished and pre-released materials of NIGP and/or its members, and other information, including, without limitation, any trade secrets as defined under United States law, that would give NIGP an opportunity to obtain an advantage over its competitors or that NIGP takes reasonable steps to keep out of the public domain. Confidential Information also includes all information disclosed by Third Parties to NIGP with an expectation of confidentiality or under any terms and conditions in any of NIGP's agreements that require or mandate confidential treatment.
3. Directors agree that they will take commercially reasonable efforts to prevent the disclosure of any Confidential Information, and that they will not appropriate, photocopy, reproduce, or in any fashion replicate Confidential Information without the prior written consent of NIGP. Directors further agree not to disclose the content of discussions, decisions, or recommendations made or given during board or committee meetings to other parties outside of the board unless the board has first duly authorized that disclosure.
4. All Directors must feel free to discuss preliminary, sensitive, and/or potentially controversial issues without inhibition at board meetings or among themselves outside board meetings; however, when outside board meetings, Directors will ensure that care is taken to avoid inadvertent public disclosures.
5. In the event that disclosure of Confidential Information is required by applicable law, the Director so required by applicable law to disclose information shall provide advance notice of such disclosure requirements to NIGP, and shall cooperate with NIGP to limit disclosure to only that Confidential Information that is expressly required to be disclosed under the applicable law.
6. NIGP will review and update the NIGP employee confidentiality policy from time to time and ensure employee compliance with NIGP's confidentiality policies and procedures.

E. Asset Management Compliance

The Chief Executive is primarily responsible for ensuring that all sub-sections of this policy are enforced and for reporting any violations to the Governing Board for further action.