



## **NWCOA Policy on Contributions, Noncompetition, and Copyright License and Assignment**

The National Wildlife Control Operators Association, Inc. (“NWCOA”) works to enhance and improve the wildlife damage management business climate by promoting NWCOA’s membership and the industry to the public, protecting the rights of wildlife damage management businesses, and assisting businesses to improve their sales and profits through continuing education, training and legislative action.

In order to support NWCOA in its mission, NWCOA relies on the contributions and work of individuals who participate in its activities or otherwise contribute to NWCOA (“Contributors”), including those who volunteer their time and talent to advance NWCOA’s goals and those that may receive some amount of remuneration for their contributions. The work product created, developed and performed by Contributors, including as part of a NWCOA committee, council, task force, or other collective activity, is crucial to NWCOA’s success, and all Contributors are subject to the following policy regarding NWCOA’s use and ownership of their contributions to the Works (as defined below):

1. Participation in a NWCOA activity constitutes the Contributor’s agreement that they grant to NWCOA an unlimited license in all copyrights and other intellectual property rights, including their right of publicity, to their prior and future contributions, contributed works, information, and other materials, and any resulting work product and derivative works (collectively the “Works”) and in all new Works, and the unrestricted right to use and exploit the Works to further NWCOA’s goals.
2. Contributors shall maintain ownership of the existing Works that have already been contributed to NWCOA (prior to the execution of the acknowledgment associated with this policy and the NWCOA Entity Participant Copyright Assignment and Noncompetition Form), which shall be subject to the above-referenced unlimited license granted to NWCOA. For new Works, NWCOA shall allow the applicable Contributor to retain ownership in the copyrights and other intellectual property rights related to the contents or images contributed by the Contributor and associated with the new Works, subject to the above-referenced unlimited license granted to NWCOA, NWCOA’s ownership of the new Works and any other limitations set forth in this policy or the NWCOA Entity Participant Copyright Assignment and Noncompetition Form (the “Assignment and Noncompetition Form”), including use to the competitive harm or other detriment of NWCOA.
3. Contributors understand and acknowledge that they have no control over NWCOA’s use and ownership of the Works created, and that it is generally intended that they will not receive any remuneration for their contribution of or to the Works. At the sole discretion of the NWCOA Board, certain Works that are authorized in advance by the NWCOA Board (or as such authorization is otherwise delegated to the Education & Training Committee) may be eligible to receive a one-time remuneration that shall be pre-authorized by the NWCOA Board for their contribution of or to the Works. In order to receive any remuneration for their contributions of or to the Works, the contributor shall be required to receive written acknowledgement from NWCOA in advance of the start of any contribution and such acknowledgement shall set forth the amount of the pre-authorized remuneration to be received upon the satisfactory completion of the contribution, which shall be determined in the sole discretion of NWCOA. Contributors shall have the ability to decline any remuneration offered by NWCOA (provided in

the form of a written remuneration refusal acknowledgement provided to NWCOA). All remuneration may be subject to applicable withholdings, including, but not limited to, applicable federal, state or local tax withholdings, and also subject to (i) all other applicable NWCOA policies and provisions of NWCOA's organizational documents, and (ii) reasonable compensation limitations for services provided to tax-exempt organizations.

4. If necessary, Contributors will take all actions reasonably requested by NWCOA to establish NWCOA's rights in any Works created.
5. Publications or presentations of or based on any Works created requires the prior written approval of the Governing Board or its designees.
6. NWCOA shall attempt to acknowledge the original source(s)/author(s) of any Works to the extent that such acknowledgement can be reasonably accommodated, which shall be at the sole discretion of NWCOA and provided that such sources/authors are provided to NWCOA when such Works are contributed to NWCOA.
7. Contributors involved in roles with NWCOA have certain fiduciary duties and responsibilities to NWCOA. Contributors understand and acknowledge that their involvement and such duties and responsibilities limit their ability to use any Works, information, or materials derived from their service to NWCOA to the competitive harm or other detriment of NWCOA, including for their own personal or professional financial gain or competitive advantage for themselves or their employer. The required Assignment and Noncompetition Form specifically sets forth certain limitations on the ability to use any Works, information, or materials derived from service to or any involvement with NWCOA.
8. By participating in a NWCOA activity or otherwise serving in any role with NWCOA, Contributors agree and accept the terms of this policy. All Contributors are required to sign the Assignment and Noncompetition Form.

**Acknowledgement of  
NWCOA Policy on Contributions, Noncompetition, and Copyright License and Assignment**

I hereby acknowledge that I have been given a copy and read the NWCOA Policy on Contributions, Noncompetition, and Copyright License and Assignment (the "Policy") and I agree and accept the terms of the Policy and will comply with the Policy.

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_



## NWCOA Copyright License and Assignment and Noncompetition Form

In consideration for the opportunity afforded me by National Wildlife Control Operators Association, Inc. (“NWCOA”) to participate, serve in any role or otherwise contribute to NWCOA (including through a Committee, Council, Task Force, or other arrangement), and for other good and valuable consideration received by me, the receipt of which is hereby acknowledged, on behalf of myself and any third party with any potential interests, including my employer or any business or legal entity that I may have an ownership interest or otherwise be involved (if applicable), I hereby agree that:

- (i) for all of the information, material, or other contributions and works contributed, developed, conceived, or created by me as a participant or contributor to NWCOA (whether in the past or in the future), including any resulting work product and derivative works (collectively the “Works”), that was contributed, developed, conceived or created prior to the execution of this document, I hereby grant an unlimited copyright and other intellectual property rights, including the right of publicity license, to use, reproduce, publicly perform, display, transmit, and distribute such Works and my likeness, and to alter and make derivate works of such Works;
- (ii) all new Works shall be deemed “work made for hire” (as defined in Section 101 of the Copyright Act, 17 U.S.C. Section 101 et seq.), and, if for any reason the new Works are found to not be a work made for hire, I hereby grant an unlimited copyright and other intellectual property rights, including the right of publicity license, to use, reproduce, publicly perform, display, transmit, and distribute such Works and my likeness, and to alter and make derivate works of such Works; and
- (iii) subject to my limited retained ownership in certain contents and images (as set forth below), NWCOA shall be the sole author and exclusive owner of all new Works (which include derivate works), and if I acquire any rights in new Works by operation of law or otherwise, that I hereby irrevocably assign such rights to NWCOA without further action by either party.

Subject to the NWCOA’s ownership interests and the granting of the unlimited copyright and other intellectual property rights, including the right of publicity license, to use, reproduce, publicly perform, display, transmit, and distribute such Works and my likeness, and to alter and make derivate works of such Works (as set forth above), I shall retain the copyrights and other intellectual property rights related to the contents or images that I contribute and are associated with any existing or new Works, which shall be further subject to any further limitations set forth in this document, including use to the competitive harm or other detriment of NWCOA.

I understand that (1) the Works may or may not be used by NWCOA; (ii) I have no control over the use of or changes to the Works; and (iii) no royalties or other compensation will be due to me for the use of the Works, except for remuneration that may be available under the NWCOA Policy on Contributions, Noncompetition, and Copyright License and Assignment (the “Policy”), which the terms of the Policy are applicable to the terms set forth in this document, and any decisions related to the payment of any remuneration shall be subject to the sole discretion of NWCOA.

I agree to execute and deliver to NWCOA any further documents and to take all actions reasonably requested by NWCOA to establish NWCOA's rights in the Works. I further represent and warrant to NWCOA that I own or have the authority to grant the applicable license and/or ownership to NWCOA related to the Works, including for all trademarks, copyrights, patents, trade secrets, and rights of publicity, and that I will not challenge NWCOA's rights to or ownership in the Works, and that I shall indemnify NWCOA for any third party claims of intellectual property infringement or misappropriation arising out of or related to the Works contributed by me.

In addition to all rights and protections afforded to NWCOA under the copyrights and intellectual property rights acquired/granted to NWCOA (as set forth above), I further understand, acknowledge, and agree that I will not use any Works, information, or materials derived from my service or involvement with NWCOA, including, but not limited to, my contribution of any Works to NWCOA, in any way to the competitive harm or other detriment of the NWCOA or for my own personal or professional financial gain or competitive advantage for myself, any business or entity that I have an ownership interest and/or my employer, without the express written consent of NWCOA (excluding that information, knowledge or materials that (i) I can demonstrate I possessed prior to my participation with NWCOA, (ii) was generally provided to all members of NWCOA or (iii) was obtained as a participant/attendee at a NWCOA training event).

By my signature below, I confirm that I have read, understand, and agree to the conditions set forth above in this NWCOA Entity Participant Copyright License and Assignment and Noncompetition Form.

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

Note: Please sign this form and send it to NWCOA via fax 540/374-9221, email [goNWCOA@gmail.com](mailto:goNWCOA@gmail.com) (as scanned pdf), or US mail NWCOA, PO Box, 7161, Fredericksburg, VA 22404.