



AMIA Board Member Confidentiality and Copyright Agreement

As a member of the AMIA Board of Directors (Board), I understand and agree that I have certain fiduciary obligations to AMIA, including the duty to maintain the confidentiality of certain nonpublic confidential or proprietary information (collectively, “Confidential Information”) that I encounter in my service to AMIA. Unless instructed otherwise by the Board or Chief Executive Officer (CEO), I will assume that all nonpublic information discussed or presented at Board meetings is confidential and proprietary. Such information includes, but is not limited to, financial reports, membership information, submitted proposals, strategic plans, and a wide range of other information and decisions regarding the business of AMIA.

Since confidential information is crucial to the operation of AMIA and could harm the best interests of AMIA if revealed, I agree that unless I am required to do so by law, or I have the prior consent of the Board or CEO, I will not disclose to any third parties (including business colleagues/supervisors, family members, or others) any confidential information I obtain about AMIA or its operations and that I will maintain such confidentiality both during and indefinitely after my participation on the Board/Committee. If I am legally required to disclose AMIA confidential information, I will promptly notify the Board President/Chair and CEO of any such legal requirement.

In the course of performing my duties, I further understand that I must use AMIA confidential information and other AMIA materials and work products solely for the benefit of AMIA and not for my personal benefit or the benefit of any other organization (either nonprofit or for-profit) with which I am affiliated.

I acknowledge that a breach of the foregoing duties can harm AMIA and could result in my removal as an AMIA Board and/or personal liability to AMIA or others for my acts or omissions.

I also agree that all work product that I create for AMIA is intended to be a “work made for hire” and that in any case, I hereby assign all intellectual property rights (including copyright) to AMIA in any work product I am asked to create as part of my Board other work for AMIA. In addition, I hereby give AMIA authority to use my name, likeness, photograph, and biographical data in connection with its use and promotion of my work product. I understand that I will receive no royalty or other compensation from AMIA for the use of my work product or likeness.

I hereby certify that I have read, understand, and agree to abide by the terms above.

Signature

Date

Printed Name