

NATIONAL FALLEN FIREFIGHTERS FOUNDATION
VOLUNTEER COMMITMENT FORM

Volunteer: _____ (“you” or “your”)

Thank you for your dedication to honor and remember America’s fallen fire heroes. We trust that you will find your service to the National Fallen Firefighters Foundation (“NFFF”) to be rewarding and we look forward to working with you. In order to be certain that NFFF can carry out its tasks with maximum effectiveness and minimal risk to the organization, we require that each volunteer sign this Volunteer Commitment Form containing provisions on our volunteer relationship, assignment of rights, confidentiality, and conflicts of interest. Please do not hesitate to contact volunteer@firehero.org if you have any questions or concerns about this form.

Volunteer Conduct and Service

By signing this form, you acknowledge and agree that you are not an employee of NFFF. You also agree that your desire to volunteer for this activity is voluntary, that you have not been pressured to volunteer, promised any benefits to volunteer, or threatened with any reprisal if you do not volunteer. You agree that you have no expectation of any employment during or following your volunteer time with NFFF, nor do you have any other expectation of any benefit whatsoever.

Because you are not an NFFF employee, you understand that the NFFF’s employer policies and benefits do not apply to you. Notwithstanding your volunteer status, however, you are expected to act with professionalism and courtesy and utilize the resources of NFFF responsibly. Volunteers are asked to not contact organizations or individuals on behalf of the NFFF unless given express authorization to do so.

Volunteers must act publicly at all times in a manner that shall not defame the reputation of NFFF. You agree that during your time of volunteer service you will refrain from speaking and/or writing publicly in a manner that is inconsistent with NFFF’s mission of honoring and remembering America’s fallen fire heroes, providing resources to assist their survivors in rebuilding their lives and working within the fire service community to reduce firefighter deaths and injuries.

Assignment of Rights

You acknowledge and agree that all material and/or information in any manner created, conceived or modified in whole or in part by you relating to your volunteer service to NFFF (the “NFFF Work”) shall be a “work made for hire,” and that NFFF shall own all right, title and interest in and to the NFFF Work, including the entire and exclusive copyrights and patents in the NFFF Work and all rights associated with the copyrights and patents, including but not limited to, reproduction rights, distribution rights, the right to prepare translations and other derivative works, moral rights, and rights to the NFFF Works in all formats and media.

You further agree that to the extent an NFFF Work does not constitute a “work made for hire,” you hereby assign and agree to assign to NFFF ownership of all right, title and interest in and to the NFFF Work, including but not limited to ownership of the entire copyrights in the NFFF Work and all rights subsumed thereunder. With respect to any NFFF Work or a NFFF Work of visual art, you expressly waive any and all rights of attribution and integrity with respect to any and all uses of the NFFF Work. You also agree to assign all patent rights in any inventions created in connection with your volunteer service to NFFF and agree to assign all patent rights in any inventions created in connection with your volunteer service to NFFF. You agree to execute any and all documents and do all other lawful acts as may be reasonably required by the NFFF to protect such rights.

Confidentiality

In connection with your volunteer service, you may be given or have access to confidential information of the NFFF or third parties (“Confidential Information”). “Confidential Information” means all non-public information that the NFFF considers confidential or proprietary information of the NFFF or affiliates, regardless of whether such information is marked or designated as such by the NFFF and regardless of whether information is transmitted through oral, written, electronic, or digital means. Confidential Information includes, but is not limited to, confidential or private information, proprietary information, trade secrets, data and information, reports, discussions, summaries, analyses, studies, compilations or other memorialization of or relating to NFFF’s operations, programs, activities, policies, procedures, practices, financial condition, donor lists, membership lists, or standards. Confidential information shall also include conversations or information relating to or involving any parties whose information is included in the Confidential Information. Confidential Information shall retain its confidential nature whether or not partially developed, supplemented, or enhanced by the volunteer during his or her engagement with the NFFF. Confidential Information does not include any information that has been publicly known or made available through no wrongful act or omission of the volunteer.

You acknowledge and agree that you will not disclose or permit to be disclosed any Confidential Information, and that you will not appropriate, photocopy, reproduce, or in any fashion replicate any Confidential Information without the prior written consent of NFFF. You agree that any disclosure of Confidential Information in violation of this agreement shall cause immediate and substantial damage to NFFF and to any parties that provided the Confidential Information to NFFF. You agree to use reasonable efforts to maintain the confidentiality of the Confidential Information. You also agree not to use any Confidential Information for your own benefit unless authorized in advance in writing by NFFF. Confidential Information shall not include information that is publicly known or that you rightfully obtain from a third party without comparable restrictions on disclosure or use.

Conflicts of Interest

In performance of duties for NFFF, volunteers must act at all times in the best interests of NFFF and not for personal or third-party gain or financial enrichment. To help avoid any conflicts of interest, you agree to disclose to the NFFF ownership or other proprietary interests, responsibilities, circumstances, or other reasons why you (or, by extension, any member of your family) might have an actual, apparent or potential conflict of interest with your volunteer service to NFFF both respect to the conflicts prohibited above and any others. You hereby invite further review by NFFF of any aspects of these circumstances that might be considered appropriate. In addition, you agree to take other steps if it is determined that such steps are necessary to protect the integrity of NFFF. Finally, during such time as you continue to serve as a volunteer, you agree to notify volunteer@firehero.org, or other designated NFFF representative, promptly if and when you determine that any additional actual, apparent or potential conflicts of interest with your volunteer service for NFFF arise subsequent to the execution of this form.

Release

You assume full and complete responsibility for any personal injury and/or property damage sustained or caused by you during your participation as a volunteer. In addition, you hereby release, hold harmless, and covenant not to file suit against NFFF and its respective employees, agents, board members, or affiliates, in relation to any and all loss, liability, or claims you may have arising out of your service as a volunteer.

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You acknowledge that either you or NFFF may terminate your volunteer service at any time and neither you nor NFFF intend for any employment relationship to be created either now or at any time in the future by your volunteer service.

Signature: _____

Name: _____

Title: _____

Date: _____