As soon as possible, please return this form to the attention of Margaret Bjerklie at AAPD by one of the following methods: Email: <u>mbj@aapd.org</u> Fax: 312-337-6329 Mail: 211 E. Chicago Ave., Ste. 1600, Chicago, IL 60611-2637



2021-2022 AAPD Volunteer Leader Agreement

If confirmed by the AAPD Board of Trustees, I hereby accept appointment to the assignment named below for the term May 2021-May 2022. I shall be responsible to the American Academy of Pediatric Dentistry in the following ways:

- I will commit the time required for this assignment.
- I will engage in this assignment with a positive, constructive attitude.
- I will avoid conflicts of interest, or promptly disclose them to the chair should they arise.
- I will use discretion and good judgment in regards to disclosure of sensitive information as a result of my assignment.

Assignment of Copyright

As a member of and/or having participated in the work of the council(s), committee(s), or task force(s) of the American Academy of Pediatric Dentistry ("AAPD") listed below, including preparation of the work of the council(s), committee(s), or task force(s) ("the Work"), I do hereby irrevocably grant, assign and transfer to the AAPD all of my rights, title and interest in the Work, including but not limited to copyright and ownership thereof, and all rights subsumed thereunder, under copyright laws of the United States and all foreign countries, including, without limitation, the exclusive right to reproduce, prepare derivative works based upon, distribute copies to the public by sale of, and perform as well as display the Work. I retain no rights of any sort to the Work. I understand that the Work and any larger work of which the Work is or will become a part, will be owned by the AAPD. It is my intent that the Work that was created or will be created by me in my capacity as a member of the council(s), committee(s), or task force(s) will become the property of the AAPD, and that the AAPD will own the copyright in the Work. In addition, to the extent that any such material is covered by one or more of the definitions contained in the United States Copyright Act ("Act"), specifically in 17 U.S.C. § 101, and to the extent all other requirements pertaining to "works made for hire" are satisfied, I agree that such materials may be treated by the American Academy of Pediatric Dentistry as "works made for hire." I understand that I am acting as an independent contractor respecting volunteer work performed for the AAPD, and shall

have no copyright or other right, title, or interest in and to the material, or to any derivative works based thereon, all such material and derivative works being the AAPD's sole property.

I consent and give my permission to the AAPD and those acting on its behalf to reproduce the Work in whole or in part and in any and all manner, medium or forms as may be chosen, to use the Work in any manner and medium, and to distribute and use copies of the Work in any manner the AAPD may find appropriate. In conjunction with this assignment, I expressly grant to the AAPD the right to further license or assign to others the various rights granted herein by me to the AAPD and I agree to execute all documents of any kind necessary to effectuate the assignment of rights hereby granted and to take all steps necessary to assign to and make the AAPD the owner of all rights to copyrights and copyright renewals for the Work.

Non-disclosure Agreement

In exchange for the AAPD's agreement for my participation in the volunteer activity listed below, I agree that all discussions and documents related to the Work shall remain confidential until a final report is publically disseminated by the AAPD. If I am provided embargoed publications during the course of the discussions, I shall keep such information confidential until manuscript publication.

Conflict of Interest Policy

Members of the Board of Trustees of the American Academy of Pediatric Dentistry[®] ("AAPD[®]"), officers, volunteers serving on AAPD councils, committees, task forces, and editorial boards ("volunteers"), and key AAPD employees must act at all times in the best interests of AAPD. Members of the Board, officers, volunteers, and key employees shall disclose all potential and actual conflicts of interest to the Board of Trustees and, as required, remove themselves from all discussion and voting on any related matter. This includes relationships with entities in the health care arena that could be perceived to influence, or give the appearance of influencing, the work. **Public funding sources (governance agencies, charitable foundations, or academic institutions) need not be disclosed.** Volunteers should not be concerned about answering "yes" to any of the questions. "Yes" answers do not indicate good or bad, but are simply something to declare on the form.

Specifically, members of the Board, officers, volunteers, and key employees shall:

- Avoid placing self-interest or the interests of a third party above the interests of AAPD, and avoid the appearance of placing self-interest or the interests of a third party above the interests of AAPD;
- Refrain from using AAPD's staff, services, equipment, materials, resources, or property for personal or third-party gain, and from representing to third parties that authority as a Board member, officer, volunteer, or key employee extends any further than that which it actually extends;
- Not engage in any outside business, professional conduct, or other activities that may be directly or indirectly adverse to the interests of AAPD;

- Not solicit or accept gifts, gratuities, free travel, or any other item of value from any person or entity as a direct or indirect inducement to provide special treatment with respect to matters pertaining to AAPD without fully disclosing such an exchange to the Board of Trustees;
- Provide goods or services to AAPD as a paid vendor to AAPD only after full disclosure to, and advance approval by, the Board of Trustees, and pursuant to any related procedures adopted by the Board;
- Not persuade any employee of AAPD to leave the employ of AAPD or to become employed by any person or entity other than AAPD; and
- Not persuade or attempt to persuade any member, exhibitor, advertiser, sponsor, subscriber, supplier, contractor, or any other person or entity with an actual or potential relationship with AAPD to terminate, curtail, or not enter into its relationship with AAPD, or to reduce any benefit that may be provided to AAPD with respect to such relationship.

This policy shall apply to the members of the AAPD Board of Trustees, but also shall apply to all members of AAPD councils, committees, task forces, and others in the AAPD governance structure, as well as to AAPD's key employees. On an annual basis, all individuals to whom this policy shall apply shall be provided with a copy of this policy and required to complete and sign an acknowledgement and disclosure form prepared by the Board of Trustees.

I represent and warrant that: (1) I have full power and authority to enter into this Agreement and to grant all rights, interest, and title as provided herein; and (2) I will execute any additional documents necessary to give this Agreement full force and effect.

I have read and agree to the AAPD

- ____ 2021-2022 AAPD Volunteer Leader Agreement
- ____ Assignment of Copyright
- ____ Non-disclosure Agreement
- I have read the American Academy of Pediatric Dentistry ("AAPD") Conflict of Interest Policy set forth above and agree to comply fully with its terms and conditions at all times during my service as a member of the AAPD Board of Trustees. If I become aware of any actual or potential conflicts of interest at any time following the submission of this form, or if the information provided below becomes inaccurate or incomplete, I will promptly notify the AAPD Board of Trustees and the Chief Executive Officer of AAPD in writing.

I have completed the Conflict of Interest Acknowledgement and Disclosure Form.

Signature		
Your printed name		
Date		
Assignment(s)		



Conflict of Interest 2021-2022 Acknowledgement and Disclosure Form

Disclosure of actual or potential conflicts of interest:

(Include past or present professional, proprietary, financial, or other personal interest of any nature or kind—including that of spouse, children or other family members—related to the AAPD, either directly or indirectly, that could give rise to the possibility of a conflict of interest. Also list any current positions held on boards or councils/committees of other dental or health-related organizations, including the American Dental Association, state dental association, or the American Academy of Pediatrics.)

(continue on separate page if needed)

Do you receive compensation as an Officer, Director, committee member, task force member, or key employee of AAPD? \Box Yes \Box No

Other than reimbursement of reasonable expenses, have you received or do you expect to receive more than \$10,000 per year from AAPD for services provided as an independent contractor? \Box Yes \Box No

Have you received or do you expect to receive any material financial benefit from AAPD in addition or apart from the benefits described in the above inquiries? □ Yes □ No

Does any family member receive compensation or material financial benefit from AAPD? \Box Yes \Box No

Do you have a family relationship or business relationship with any current or former Officer, Director, committee member, task force member, or key employee of AAPD? \Box Yes \Box No

If you answered "Yes" to any of the above, please explain in a separate statement.

NAME	
TITLE	
SIGNATURE	
DATE	