**Society of Women Engineers Policy on Intellectual Property and Confidential Information**

A. Limited License. In accordance with SWE’s non-exclusive grant to the Section to be a section of SWE, the section is hereby granted a limited, revocable, non-exclusive license to use

(i) the name “Society of Women Engineers,” “SWE,” logo of SWE, and other SWE trademarks, service marks, trade names, and logos (referred to as the “Marks”) in adherence with the Branding Guidelines;

(ii) The SWE Sections membership mailing, telephone, and electronic mail lists with respect to past, current or prospective members of that Section (referred to as the “Membership List”); and

(iii) all copyrighted or proprietary information and materials provided by SWE to Section during the Term of their Agreement (referred to as the “Proprietary Information”)(the Marks, Mailing List, and Proprietary Information are referred to as the “Intellectual Property”) in or in connection with Section’s name, acronym and logo and for other official Section-related purposes, with the limited authority to use the Intellectual Property solely in connection with the activities authorized under this policy, subject to the terms and conditions of this policy and any written guidelines attached, or subsequently provided to Section by SWE.

* + 1. The above Intellectual Property is and shall remain at all times the sole and exclusive property of SWE. It may be used by Section of SWE if such use is made under the terms and conditions of this limited license. Any failure by Section to comply with the terms and conditions in this policy, may result in the immediate suspension or revocation of this license, in whole or in part, by SWE. Failure to comply also may result in the deactivation or revocation of the charter of Section by SWE. The interpretation and enforcement of these terms and conditions, and compliance with them, shall be made by SWE in its sole discretion.
    2. Section agrees to follow SWE’s Brand Guidelines and Policy on Branding for use of The Marks.
    3. All Intellectual Property must be used by Section in a professional manner and solely for official Section-related purposes. Section shall not permit any third party to use the Intellectual Property without SWE's prior written approval. Section shall not sell or trade the Intellectual Property without SWE's prior written approval. The Intellectual Property may not be used for individual personal or professional gain or other private benefit, and the Intellectual Property may not be used in any manner that, discredits SWE or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others; violates any law, regulation or other public policy; or mischaracterizes the relationship between SWE and Section, including but not limited to the fact that Section is a separate and distinct legal entity from SWE.
    4. Section shall maintain the confidentiality of the Membership List and shall not sell, trade, transmit, or otherwise disseminate the Membership List, in whole or in part, to any third party without the express prior written approval of SWE.
    5. SWE shall have the right, to request samples of use of the Intellectual Property from which it may determine compliance with these terms and conditions. SWE reserves the right to prohibit use of any of the Intellectual Property if it determines, that Section’s usage does not comply with the terms and conditions of this limited and revocable license.
    6. All rights of usage of the Intellectual Property by Section shall terminate immediately upon the revocation, surrender or other termination of their Section Agreement. Section's obligations to protect the Intellectual Property shall survive the revocation, surrender or other termination of the Section Agreement.
  1. Confidential Information. The parties shall maintain the confidentiality of proprietary information and data ("Confidential Information") of the other party. The parties also shall take all reasonable steps to ensure that no use, shall be made of the other party’s Confidential Information without the other party’s consent. Confidential Information shall remain the property of that party and shall be given in confidence to the other party when necessary under the terms of the section agreement or Section activities. Upon any revocation, surrender or other termination of the Section Agreement, Sections shall: (i) deliver immediately all Confidential Information of the other party, including but not limited to all written and electronic documentation of all Confidential Information, and all copies thereof; (ii) make no further use of it; and (iii) make reasonable efforts to ensure that no further use of it is made by either that party or its officers, employees, or any other person or third party. Each party's confidentiality obligations under this Section shall survive any revocation, surrender or other termination of the Section agreement and/or this policy. For purposes of this policy, examples of confidential information include member data such as contact information and member demographics (in accordance with the Society’s Privacy Policy) or Section financial information.
  2. Ownership of Policy: This policy is maintained by the Society of Women Engineers headquarters office. All questions can be directed to the Society Executive Director at hq@swe.org.