

INTELLECTUAL PROPERTY POLICIES

Intellectual Property Office of the Correlation Department
The Church of Jesus Christ of Latter-day Saints

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THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS
THE QUORUM OF THE TWELVE APOSTLES
47 EAST SOUTH TEMPLE STREET, SALT LAKE CITY, UTAH 84150-1200

February 10, 2004

To: General Authorities, Heads of Church Departments and Organizations

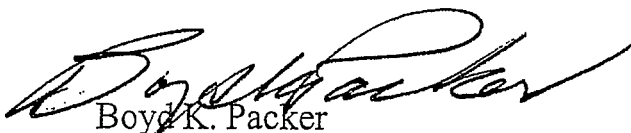
Dear Brethren and Sisters:

Intellectual Property Office

The Council of the First Presidency and Quorum of the Twelve has approved changing the name of the Copyrights and Permissions Office to the Intellectual Property Office. Intellectual Property Policies of the Church have also been approved, as revised under the direction of the Office of General Counsel.

Please inform those concerned of these changes and encourage their adherence to these policies, which have been made available to each department. Questions should be directed to the Intellectual Property Office.

Sincerely,

A handwritten signature in dark ink, appearing to read "Boyd K. Packer", written in a cursive style.

Boyd K. Packer
Acting President
Quorum of the Twelve

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INTELLECTUAL PROPERTY POLICIES

INTELLECTUAL PROPERTY OFFICE OF THE CORRELATION DEPARTMENT

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS

I. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

Unless an exception applies, Intellectual Reserve, Inc. ("IRI") is the designated legal vehicle to own the intellectual property of The Church of Jesus Christ of Latter-day Saints (the "Church"). For purposes of these Policies, the Church refers to its departments, organizations or institutionally affiliated legal entities, except for Brigham Young University, Brigham Young University-Hawaii Campus, Brigham Young University-Idaho, L.D.S. Business College, Polynesian Cultural Center, Deseret Management Corporation, any other for profit entities institutionally affiliated with the Church and any subsidiaries of the foregoing. The Office of General Counsel ("OGC") should approve the ownership of any Church intellectual property by a legal entity other than IRI.

II. TRADEMARKS AND SERVICE MARKS

Trademarks and service marks are collectively referred to as "Trademarks." Trademarks and service marks that are owned by the Church are referred to as "Church Trademarks."

A. Trademark Registrations.

1. Registration of Key Identifiers. Key identifiers of the Church are words, symbols or pictures that uniquely identify the Church, its products or services and that are essential in carrying out the mission of the Church worldwide. All key identifiers of the Church should be designated by the First Presidency, after having been previously reviewed and approved by the IPO and OGC. The current key identifiers of the Church, as previously approved by The First Presidency (the "Key Identifiers"), are:

- The Church of Jesus Christ of Latter-day Saints (with logotype);
- *The Book of Mormon: Another Testament of Jesus Christ*; and
- *Liahona*.

Key Identifiers of the Church should be registered globally as Trademarks in as many jurisdictions as necessary to effectively protect the Church's interests worldwide. OGC in Salt Lake City should oversee this registration process and work, as necessary, with outside legal counsel and the Intellectual Property Office ("IPO"). Requests to The First Presidency for the designation of additional key identifiers should be made jointly by the IPO and OGC.

2. Approval of Other Trademark Registrations. The IPO and OGC should approve all Church Trademark registrations. Any Church department, organization, or legal entity institutionally affiliated with the Church that is making a request to the IPO relating to any intellectual property matter shall be collectively referred to as the "Requesting Department".
 - a. Requests for Trademark Registrations. Each Requesting Department should submit a written request to the IPO (the "Trademark Request") detailing, among other things:

(i) the mark; (ii) the goods and services in connection with which the mark will be used; (iii) the date of actual or intended first use of mark; (iv) the proposed venues of registration; (v) the anticipated length of use; (vi) the desired translations or transliterations of the mark in non-English languages, if any; (vii) the reasons for the registration, including why a currently registered Church Trademark cannot be used or will not meet the Requesting Department's needs; (viii) the overall importance of the registration to the Requesting Department's operations; and (ix) the discernible benefits that the Church and/or the Requesting Department would realize by registering the proposed trademark.

(See *Request for Trademark or Service Mark Registration*, Document #1)

- b. *IPO Initial Assessment*. After the IPO receives the Trademark Request, the IPO should perform an initial assessment on the proposed Trademark registration to determine if the registration is warranted and if a legal analysis should be performed. The IPO should consider, among other things, the following issues during this initial assessment: (i) whether the proposed mark appears to meet the general criteria for being able to be registered, such as distinctiveness (not generic or merely descriptive); (ii) whether registering the mark could mitigate offensive or defensive risks that could be costly to resolve or that could otherwise damage the reputation or integrity of the Church if the mark is not registered; (iii) whether the cost of the registration is justified in light of the benefits, tangible or otherwise, that the Church will receive; (iv) whether the need to register the mark is long-term and will continue to be present for a significant period of time after the processing of the application; and (v) if the mark will be used in non-English speaking countries, whether its translated or transliterated form will not be offensive under local language, culture or customs. If, after its initial assessment, the IPO does not believe the Trademark registration is warranted, it should communicate this fact to the Requesting Department, and the Trademark should not be registered. If the IPO believes that the Trademark should be registered, the IPO should forward the matter to OGC, which will oversee a legal analysis of the proposed Trademark.
- c. *Legal Analysis*. A legal analysis should be performed for each proposed Trademark registration referred to OGC by the IPO. All legal analyses and any work performed by outside legal counsel should be coordinated through OGC. An analysis should determine, among other things, whether the Trademark's registration is likely to succeed and whether that registration will allow the Requesting Department to achieve its desired legal goals, and, if so, the legal analysis should propose a strategy for, and the scope of, the registration. OGC and the IPO are responsible for all Trademark registrations in the United States and Canada. If, based on the legal analysis or other factors, OGC determines that a Trademark registration should not proceed, the IPO should communicate this to the Requesting Department, and the Trademark should not be registered. International Legal Counsel ("ILC") is responsible for all regional Trademark registrations outside of the United States and Canada, subject to the coordination of all related registrations as outlined in the Registration section below. In effecting such Trademark registrations outside the United States and Canada, ILC should coordinate with and inform the IPO.

(See *Legal Analysis of a Trademark or Service Mark Registration*, Document #2)

3. *Registration*. The IPO and/or outside legal counsel should register all Trademarks under the direction and coordination of OGC. When one mark or similar marks are registered in multiple jurisdictions, the registration process, whenever possible, should be handled by one attorney or coordinating efforts should be made between attorneys to ensure the marks resemble each other as closely as possible and that the arguments made in support of registration do not conflict with arguments being made in other jurisdictions.

4. Tracking the Registration Process. As part of the legal services provided by outside legal counsel on Trademark registration, outside legal counsel should be requested to regularly inform OGC and the IPO, which will then inform the Requesting Department, as necessary, about the status of the mark's registration in each jurisdiction.
5. Tracking Trademarks. The IPO should track all relevant information about registered Church Trademarks in the InfoGuide database ("InfoGuide").
6. Trademark Renewals. The IPO is ultimately responsible to see that all Church Trademarks are renewed, as required by law and the continuing needs of the Requesting Department. This task can be delegated to outside legal counsel according to the terms agreed between outside legal counsel and OGC. Details concerning Church Trademark renewal deadlines and the like should be added to InfoGuide.
7. Costs of Registering and Renewing Trademarks. If a Church Trademark is registered in the United States or Canada, the Requesting Department shall pay all government fees and, unless otherwise agreed between OGC and the Requesting Department, OGC shall pay all attorneys' fees in connection with the registration and renewal of the Trademark. If a Church Trademark is registered outside of the United States or Canada, the Requesting Department shall pay all government fees and all attorney's fees related to the Trademark registration and any renewals.

B. Trademark Infringement and Use.

1. Alleged Trademark Infringement by the Church. From time to time, the Church may be accused of infringing upon a third-party's Trademark. In these cases, OGC should analyze the situation and recommend a course of action, in consultation with the IPO and the Risk Management Division of the Finance Department.

(See Church Use of Third-Party Trademarks or Service Marks: Checklist of Issues and Possible Courses of Action, Document #3)

2. Infringement and Use of Church Trademarks by Third Parties. From time to time, the Church may become aware of third parties using or otherwise infringing upon its registered and unregistered Trademarks. In infringement matters that the IPO believes are egregious and warrant action to be taken to protect the Church's Trademarks, the IPO should assign Kirton & McConkie to analyze the situation and recommend a course of action. Among other things, this analysis should consider the facts supporting the Church's rights to the Trademark in question and the third parties' infringing use of the Trademark. Once an initial analysis of the matter has been considered, the IPO, working with Kirton & McConkie, should determine which of the following courses of action, if any, should be pursued with respect to: (i) registering the Trademark; (ii) preventing use; (iii) controlling use; and/or (iv) permitting use. If the Church wants to prevent a third party from continuing to use the Trademark, it can ask the third party to stop using the violating material, sue in court for Trademark infringement and pursue any other remedies available under local law. Written requests to the third party can be in the form of: (i) an administrative letter sent by an authorized representative of the legal entity that owns the Trademark in question; or (ii) a cease and desist letter sent by outside legal counsel on behalf of the legal entity that owns the Trademark in question in the country where the alleged infringement is occurring. OGC must approve in advance in writing any request to outside legal counsel to issue a cease and desist letter. In this regard, cease and desist letters should not be used unless the merits of the case justify filing an action in court if the alleged infringer does not comply with the demands set forth in the cease and desist letter. Every attempt should be made to resolve the issue amicably between the

parties without resorting to formal legal action. Under no circumstances should the Church assume an adversarial position or commence formal legal proceedings against a third party without the prior written approval of OGC.

In order for the Church to effectively protect its Trademark rights, Kirton & McConkie and the IPO should attempt to recommend uniform courses of action for each Church Trademark. For example, if ten third parties are infringing upon a Church Trademark, the IPO and OGC should not single out just one or two of these parties for enforcement purposes. Allowing some third parties to use a Church Trademark without having a formal license in place and initiating legal actions against other third parties can damage the ability of the Church to stop the infringement. To be consistent, if the Church pursues legal action against some infringing third parties, all other third parties should also stop using the Trademark in an infringing manner, enter into a license or, as appropriate, enter into a concurrent use agreement.

(See Third Party Use of Church Trademarks or Service Marks: Checklist of Issues and Possible Courses of Action, Document # 4)

C. Trademark Licensing.

1. Use of Licensing and Concurrent Use Agreements. Church Trademarks should not be licensed to, and the Church should not enter into concurrent use agreements with, third parties, unless specifically approved by the IPO. Licensing the name of Key Identifiers is prohibited without the approval of The First Presidency.
2. OGC Review and Approval of Licenses. OGC has adopted a standard trademark licensing agreement. Whenever possible, this agreement should be used to license a Church Trademark to a third party. When this is not possible or when substantive changes are required to this agreement, OGC, or outside legal counsel designated by OGC, should review and approve the new agreement.

(See Standard Trademark License Agreement, Document # 5)

3. Royalty Payments. Royalty payments do not need to be received in connection with the licensing of Trademarks. If a royalty payment is desired, however, the IPO and the Requesting Department should work together to determine the amount of royalty and the terms of payment that are reasonable under the circumstances.

III. TRADE NAMES

Trade names are names of organizations. They often, but are not required to, include business designators, such as “Co.,” “Inc.,” and “Corp.”. Trade names can also be trademarks or service marks, if used properly.

If the circumstances warrant, trade names of the Church can be registered on appropriate trade name registries under the direction of OGC. OGC is responsible for maintaining all Church trade name registrations. To the extent it deems necessary, OGC will consult with The First Presidency on issues related to trade name registrations and use.

The Church should only use official names of legal entities, or their registered “doing business as” equivalents, when referring to legal entities or entering into contracts with third parties. Any exceptions to this policy should be approved in advance by OGC.

From time to time, the Church may be accused of improperly using a third party’s trade name or the Church may become aware of third parties improperly using its trade names. In these cases,

OGC should be notified immediately so that it may analyze the situation and recommend a course of action.

IV. THE INTERNET – DOMAIN NAMES AND WEB SITES

A. Domain Names.

1. Choosing Names to Register. Because the varieties of domain names that could be registered are nearly infinite and effectively limited only by imagination, it is not possible to register every domain name that could be associated with the Church. Internet domain names that are directly associated with the Church and its departments should be registered in accordance with the following policies and procedures:
 - a. Key Identifiers. Domain names that relate to the Key Identifiers of the Church should be registered whenever possible.
 - b. Names Used to Identify the Church. In addition, other names, including names commonly used by the public in a local area to identify the Church, such as “LDS”, “Mormon” or their international equivalents, should be registered by themselves or in combination with other words, when their registrations produce significant discernible benefits to the Church.
 - c. Finding Church Web Sites. Domain names can be registered if they make it possible for individuals (members and nonmembers) to easily find the Church’s official home page or other approved Church Internet sites.
 - d. Blocking Misappropriation of Names. Domain names can be registered if they block the misappropriation of names that could reasonably be confused with Church sponsorship or that could dilute or damage the Trademarks or Key Identifiers.
 - e. Ownership of Domain Names. Whenever possible, domain names should be registered in the name of IRI. However, if IRI’s ownership of domain names is legally impossible or impractical due to an increase in registration costs or other prohibitive restrictions, domain names should be registered and maintained in the name of the legal entity designated by OGC.
2. Requests for Domain Name Registrations. The process to request and register domain names differs depending on whether the domain name will be registered in the United States and Canada or in the international Areas.
 - a. United States and Canadian Domain Names Registrations. Domain name registrations in the United States and Canada are under the direction of the IPO. The IPO should approve all Church domain name registrations in the United States and Canada. To request a domain name registration, the Requesting Department should submit a written request to the IPO detailing, among other things, information about the domain name, the proposed scope of the registration, the reasons for registration and how the domain name will be used (the “Domain Name Request”). The IPO should review the Domain Name Request and, if approved, should register this name on behalf of IRI and advise the Requesting Department and other appropriate departments when it has been successfully registered. Once a domain name has been registered in the United States or Canada, the IPO should enter applicable information about that name in InfoGuide.

(See *Request for Registration of an Internet Domain Name (Form #36494)*, Document # 6)

launching local country Web sites. In addition, all local country Web sites should be created and maintained in compliance with the Web Site Guidelines: Implementing Official Country Web Sites.

(See *Web Site Guidelines: Implementing Official Country Web Sites*, Document # 8)

3. Posting Content on the Internet. No materials should be placed on the Internet before they have been approved. Area Presidencies are authorized to approve the posting of locally generated materials to a local country Web site, provided they follow the same guidelines as the local pages of the Liahona magazine. In addition, Area Presidencies are authorized to approve the linking of local country Web sites to other Church Web sites. All other materials posted on the Internet, including correlated materials posted on a local country Web site, should be approved at Church headquarters. To receive approval, a request to place Church material on the Internet should be sent to the Correlation Department at Church headquarters on the appropriate form and through approved channels. Further, safeguards should always be built into the system by the Web page developers to prevent direct posting of material to any site without prior review and approval.

(See *Request for Approval to Place Church Material on the Internet or Intranet Form #35917*, Document # 7)

4. Links to Church Web Sites. The Church does not object to third parties linking from their Web sites to Church Web sites, provided the linking: (i) does not misrepresent the Church; (ii) does not imply sponsorship by the Church of the third party's Web site; or (iii) is not used in any other way that could be deemed derogatory toward the Church. The practices of so-called "deep linking" and "framing" with respect to Church Web site materials are discouraged.

V. COPYRIGHTS

A. Materials Used by the Church.

1. Obtaining Rights to Use Materials. Maintaining complete and exclusive ownership of Church materials is essential to the mission of the Church. Whenever possible, the copyright to these materials should be held by IRI. The Church will follow different procedures when it is obtaining rights to original creations as opposed to acquiring pre-existing materials.

- a. Original Creations. The process for obtaining rights to original creations differs depending on whether employees or independent contractors create the materials.

- (i) *Employees.* As a condition of employment, all Church employees should vest in the Church all rights, or as many rights as permitted by law, to works created by the employees in the scope of their employment. The Human Resources Department working with each department and organization is responsible to ensure that all employees enter into work product agreements with the Church. Whenever possible, the employee should vest these rights directly in IRI. If this is not possible or it results in the Church obtaining fewer rights to the works created by the employee, the employee should vest the rights in the employer that, in turn, should transfer them to IRI.

(See *Assignment of Work Products Agreement*, Document # 9)

- (ii) *Independent Contractors.* As a condition of work, the Church should obtain all rights, or as many rights as permitted by law, to works created by an independent contractor in the scope of his or her contract with the Church. The IPO and OGC should approve any exceptions to this rule. The Human Resources Department working with each department and organization is responsible to ensure that independent contractors enter into appropriate agreements. Whenever possible, the independent contractor should vest these rights directly in IRI. If this is not possible or it results in the Church obtaining fewer rights to the works created by the contractor, the contractor should vest the rights in another Church legal entity approved by OGC. That legal entity should then transfer the rights to IRI. The IPO and OGC strongly discourage the use of any independent contractor agreements that do not vest in the Church all rights permitted by law to works created by the independent contractor.

The IPO and OGC have prepared and approved a commission for creative works agreement (the "Commission Agreement"). This Agreement is the preferred agreement to be used with independent contractors who agree to develop and create certain materials for the Church. If no substantive changes are made to the Commission Agreement, Church departments and organizations can use this agreement with no additional legal review required. An authorized representative of IRI should sign the Commission Agreement. To obtain this signature, the Requesting Department should contact the IPO. If a Requesting Department makes substantive changes to the Commission Agreement or if it uses an agreement in which the Church obtains less than all rights permitted by law to the works created by the independent contractor, the agreement should be expressly approved by the IPO and, as the IPO deems necessary, OGC. The IPO and OGC will not generally approve requests for commission agreements in which the Church obtains less than all rights permitted by law to the works created by

independent contractors unless extenuating circumstances warrant otherwise and the Church obtains an unrestricted perpetual license to the works created by the independent contractor.

(See *Commission for Creative Works Agreement*, Document # 10)

If the Commission Agreement is used for independent contractors outside of the United States, Church departments and organizations should work with the IPO and ILC to ensure that the Commission Agreement complies with local law. Once ILC has approved the Commission Agreement for use in a particular country, Church departments and organizations can use that agreement in the country with no additional legal review required. All other agreements should be approved by OGC.

From time to time, individual departments or organizations may work with the IPO and OGC, or outside legal counsel authorized by OGC, to create standard agreements that govern specific relationships between independent contractors and the department or organization. In these situations, OGC and IPO understand that the general Commission Agreement does not adequately address the needs of the department, organization or the Church. If a standard agreement has been created and approved by the IPO and OGC for use with specific independent contractor relationships and no substantive changes are made to that agreement, a Requesting Department can use the agreement with no additional legal review required. If a representative of IRI should sign the agreement, the Requesting Department should contact the IPO. If changes are made to the agreement or if the agreement will be used in a country that is different from the country for which the agreement was originally drafted, the agreement should be reviewed and localized, as necessary, by OGC. Nothing in this paragraph should be deemed to create an exception to the general rule for independent contractors that as a condition of work contract, the Church should obtain all rights, or as many rights as permitted by law, to works created by an independent contractor in the scope of his or her contract with the Church. The IPO and OGC should approve any exceptions to this rule.

(See *Index of Approved Specific Commission Agreements*, Document # 11)

- b. *Pre-Existing Materials*. Departments and organizations should comply with the following guidelines before acquiring pre-existing creative works from third parties: (i) when possible, all Church-owned materials or materials already licensed to the Church without limitations should be used; (ii) before using limited-rights materials, the department or organization should consider other options, such as using Church resources to create the necessary materials; and (iii) if outside materials should be used, the department or organization should be certain that all possible uses of the item can be acquired. For example, if the materials are to be used in a printed document, the Church should also gain the right to publish the materials on the Internet, or in other digital media, or in any other media now available or yet to be discovered.

If a Requesting Department, following the guidelines above, determines that outside materials should be used, IRI should acquire the copyrights in these materials through a written agreement that has been approved by the IPO and OGC. The rights that IRI can obtain to a pre-existing creative work can vary by agreement. In order for the Church to obtain the most complete rights to the materials, the IPO and OGC recommend that IRI or any other Church legal entity obtain these rights using a complete assignment agreement (the "Creative Works Assignment"). If that is not

possible, an unlimited license should be used (the “Unlimited License Agreement”). Only in limited circumstances approved by the IPO and OGC should IRI obtain its rights using a limited license (the “Limited License Agreement”). An authorized representative of IRI should generally sign any agreement in which the Church acquires copyrights in pre-existing creative works. To obtain this signature, the Requesting Department should contact the IPO.

If the Requesting Department acquires materials and copyrights in those materials using a standard Creative Works Assignment or an Unlimited License Agreement that has been pre-approved by IPO and OGC, and no changes are made to the agreement, no further legal review of the agreement is required. If changes are made to either agreement, if a third-party’s agreement form is used or if the agreement will be used in a country that is different from the country for which the agreement was originally drafted, the agreement should be approved by OGC. In addition, any agreements used outside of the United States should be reviewed by OGC to determine the extent of localization necessary under the circumstances. If the Requesting Department acquires materials and copyrights in those materials using a Limited License Agreement, whether it is a Church-provided or third-party-provided agreement, the IPO and OGC should approve the agreement. The IPO and OGC should not generally approve requests for limited licenses unless extenuating circumstances warrant otherwise and a Creative Works Assignment or Unlimited License Agreement cannot be used.

Requesting Departments are encouraged to submit any agreements requiring IPO and OGC approval prior to the conclusion of negotiations between the Requesting Department and the third party. In addition, the IPO should receive copies of all executed agreements that transfer rights to creative works to IRI or the Church. The IPO should track all copyrights owned by IRI and the Church in a digital format. To the extent the IPO is aware of the works, the IPO will also identify all outside works acquired by license for use by the Church so that all potential users, departmental or otherwise, are notified of the limitations.

(See *Creative Works Assignment*, Document # 12)

(See *Creative Works Unlimited License*, Document # 13)

2. Registering Copyrights. Copyrights should be registered under the direction of the IPO. A decision whether to register a copyright depends, in part, on whether the materials are Published Materials (as defined below) or Unpublished Materials (as defined below).

- a. Widely Distributed Church-Owned Materials (Published). Widely distributed Church-owned materials are those that are distributed or made available to the general membership of the Church or to the public without significant restrictions on further use or dissemination. Such materials include, but are not limited to: (i) the LDS edition of the scriptures; (ii) addresses given by General Authorities and general officers of the Church at general conferences, Church Educational System firesides and devotionals, and Relief Society and Young Women general meetings; (iii) Church proclamations and declarations; and (iv) materials distributed by the Church in various media and formats, such as Church satellite broadcasts and Church magazines. These materials are collectively referred to as “Published Materials”.

Copyrights to Published Materials should be registered in the United States whenever the IPO, in consultation with OGC as necessary, determines that the copyrights are legally registerable. Copyrights in Published Materials should be registered outside the United States on an “exceptions” basis only, in circumstances determined by the IPO, in consultation with OGC, or as requested by The First Presidency. Copyrights in translations of Published Materials should not be

registered unless requested by The First Presidency or, as determined by the IPO: (i) the material is core to the mission of the Church; and/or (ii) the English version of the Published Materials is in the public domain.

- b. Restricted Church-Owned Materials (Unpublished). Restricted Church-owned materials are those that are intended for only internal or restricted use. They are distributed to a limited audience or are not distributed at all. For legal reasons, such materials may be referred to as “unpublished”, even though they may be printed, bound and distributed to a limited audience. Restricted Church-owned materials include but are not limited to: (i) confidential or restricted minutes from meetings about Church matters, confidential or restricted correspondence, circular letters and other instructions for leaders about Church matters and similar items; (ii) handbooks such as the *Church Handbook of Instructions, Book 1 and 2*; the *Mission President’s Handbook*; the *Temple Administration Handbook*; and *Information and Suggestions for Patriarchs*; and (iii) addresses given by General Authorities and general officers of the Church at meetings such as stake conferences, temple dedications, leadership meetings, temple and mission president’s seminars and large gatherings of missionaries. These materials are collectively referred to as “Unpublished Materials”.

Copyrights in Unpublished Materials should be registered in the United States if requested by The First Presidency. In addition, the IPO, in its discretion, can register copyrights to Unpublished Materials in the United States if: (i) the copyrights are legally registerable; and (ii) the information is not considered sacred, private or confidential. If the IPO, after consultation with OGC, is not certain whether information may be deemed sacred, private or confidential, the IPO and OGC should consult with The First Presidency or the department creating the Unpublished Materials before registering copyrights to these materials. Copyrights to Unpublished Materials outside the United States and to translations of Unpublished Materials in or outside the United States should be registered on an “exceptions” basis as determined by the IPO, in consultation with OGC, or as requested by The First Presidency.

- 3. Incorporating Copyrighted Works into Church Materials. Before copyrighted works are incorporated into Church materials, the Church should have secured sufficient rights to use the materials. In addition, copyright notices and credits should be used.
 - a. Confirming Rights to Use Materials. Before the Church uses any copyrighted materials belonging to a third party, it should ensure that it has secured sufficient rights to use the materials. The department or organization using the materials is responsible to ensure that these rights have been secured. In addition, if the department or organization is using materials to which the Church only has limited rights, the department’s executive director or managing director or the organization’s senior officer as well as the Correlation Department should approve the use of the materials. As necessary, the IPO will assist the department or organization in determining what rights the Church has to use the materials and that the intended use does not violate copyrights belonging to third parties. To facilitate this, each department or organization publishing or displaying information should complete a Request for Correlation Approval, as required by the processes established by the Correlation Department. Before final approval for any work is given from the Correlation Department, the Requesting Department should also submit to the IPO a Copyright Report that specifies, among other things, the proposed materials and how they will be published or displayed. Based upon this information, the IPO and, as necessary, OGC will work with the Requesting Department to ensure: (i) that the Church has sufficient rights to use the proposed materials as intended; (ii) that appropriate notices and credits will be displayed in conjunction with the materials; and (iii) there are no other legal concerns about displaying or publishing the

information, including privacy or publicity concerns. (For more information about privacy and publicity concerns, see the *Privacy and Publicity* section below.)

(See *Copyright Report*, Document # 14)

- b. Notices/Credits. When copyrighted materials are published or displayed, Church style continues to require a copyright notice even though it may not technically be required by law. Copyright notices should comply with the instructions and requirements set forth in the Copyrights, Permissions, and Publishing Information section of the *Style Guide for Publications of The Church of Jesus Christ of Latter-day Saints*, as amended from time to time. Departments or organizations publishing or displaying copyrighted materials should contact the IPO if they have any questions or concerns about the use of copyright notices.

B. Church Materials Used by Third Parties.

1. Requests to Use Church-Owned Materials. Permission to use Church-owned materials (the “Materials”) in print, audiovisual, electronic, or any other format may be granted only under the direction of the Office of The First Presidency. That office has delegated to the IPO the responsibility to receive, coordinate, and grant or deny permission to requests by third parties to use Materials. The IPO has discretion in determining whether third parties can use Materials, provided the Materials: (i) are respectful and do not degrade, defame, discredit or debase the Church; (ii) do not disclose Confidential Information (as defined in the Confidential and Proprietary Information section below); (iii) are in harmony with the teachings and purposes of the Church; (iv) do not imply approval or endorsement by the Church; and (v) do not focus on, nor attempt to replace, official Church curricula, programs, or activities. These requirements shall be referred to as the “Guiding Principles”. The First Presidency should approve any exceptions to these Guiding Principles. If the Guiding Principles are met, the IPO may, but is not required to, consent to a third party using Materials after considering the following issues.
 - a. Nature of the Product. The IPO may consider the nature of the product that will incorporate the Materials (the “Product”), particularly whether the Product is non-commercial or commercial. While the IPO is under no obligation to grant permission for third parties to use Materials in non-commercial Products, generally the IPO will not grant third parties permission to use Materials in commercial Products or Products resulting in personal gain. In addition, the IPO may also consider other factors about the Product, such as whether it is largely a new creative work, the majority of which is not using Materials or is a standard, non-novelty publishing item, such as a printed, audio/video, or software publication.
 - b. Nature of the Materials. The IPO may consider whether the Materials: (i) are Unpublished Materials; (ii) are of a historical nature and not readily available through other sources; (iii) have or will become so strongly associated with the Church as to be considered identifiers of the Church (whether or not designated as Key Identifier); (iv) have or will become core or mainstream items in Church curricula, programs or activities; and/or (v) were created using a significant amount of Church financial or other resources. If any of these factors are present, the IPO will not generally grant third parties rights to use the Materials. In addition, the IPO may consider whether the Materials are governed by special policies directed by the sponsoring or originating department or organization. The IPO will not grant permission to use the Materials unless it can ensure compliance with these special policies.

(See *Special Policies for Addresses Given by General Authorities and General Officers of The Church of Jesus Christ of Latter-day Saints*, Document # 15)

- c. Nature of the Requester. The IPO may also consider the nature of the requester, such as whether the requester is: (i) a Church-affiliated educational or other institution; (ii) the original creator of the Materials; or (iii) an unrelated third party.
2. Infringement and Use of Church Copyrights by Third Parties. From time to time, the Church may become aware of third parties using its copyrights without permission. In infringement matters that the IPO believes are egregious and warrant action to be taken to protect the Church's copyrights, the IPO should assign Kirton & McConkie to analyze the situation and recommend a course of action. Among other things, this analysis should consider the facts supporting the Church's rights to the copyright in question and the third parties' infringing use of the copyright. Once an initial analysis of the matter has been considered, the IPO, working with Kirton & McConkie, should determine which of the following courses of action, if any, should be pursued with respect to: (i) registering the copyright; (ii) preventing use; (iii) controlling use; and/or (iv) permitting use. If the Church wants to prevent a third party from continuing to use the copyright, it can ask the third party to stop using the violating material, sue in court for copyright infringement and pursue any other remedies available under local law. Written requests to the third party can be in the form of: (i) an administrative letter sent by an authorized representative of the legal entity that owns the copyright in question; or (ii) a cease and desist letter sent by outside legal counsel on behalf of the legal entity that owns the copyright in question in the country where the alleged infringement is occurring. OGC must approve in advance in writing any request to outside legal counsel to issue a cease and desist letter. In this regard, cease and desist letters should not be used unless the merits of the case justify filing an action in court if the alleged infringer does not comply with the demands set forth in the cease and desist letter. Every attempt should be made to resolve the issue amicably between the parties without resorting to formal legal action. Under no circumstances should the Church assume an adversarial position or commence formal legal proceedings against a third party without the prior written approval of OGC.

(See *Third Party Use of Church Trademarks or Service Marks: Checklist of Issues and Possible Courses of Action*, Document #4. The information in the checklist of issues and possible courses of action applies by analogy to copyright infringements.)

VI. PATENTS

A. Obtaining Rights to Inventions.

1. Original Inventions. Whenever possible, useful technology and inventions (the "Invention") owned by the Church should be vested in IRI.
 - a. Employees. As a condition of employment, all Church employees should transfer to the Church any Inventions created by the employees in the scope of their employment. The Human Resources Department working with each department and organization is responsible to ensure that all employees enter into work product agreements with the Church. Whenever possible, the employee should transfer the Invention directly to IRI. If this is not possible or it results in the Church obtaining fewer rights to the Invention or other work products created by the employee, including copyrights, the employee should vest ownership in the employer that, in turn, should transfer it to IRI.

(See *Assignment of Work Products Agreement*, Document # 9)

- b. *Independent Contractors.* As a condition of work contract, the Church should obtain all rights, or as many rights as permitted by law, to Inventions created by an independent contractor in the scope of his or her contract with the Church. The IPO and OGC should approve any exceptions to this rule. The Human Resources Department working with each department and organization is responsible to ensure that independent contractors enter into appropriate agreements. Whenever possible, the independent contractor should transfer the Invention directly to IRI. If this is not possible or it results in the Church obtaining fewer rights to the Invention or other work products created by the contractor, including copyrights, the contractor should transfer the Invention to another Church legal entity approved by OGC. That legal entity should then transfer the Invention to IRI. The IPO and OGC strongly discourage the use of any independent contractor agreements that do not transfer to the Church all Inventions created by the independent contractor.

If independent contractors outside of the United States are contracted to develop and create certain Inventions for the Church, Church departments and organizations should work with the IPO and ILC to develop and create an appropriate agreement that complies with local law. Once ILC has developed a standard agreement for a particular country, Church departments and organizations can use that agreement in the country with no additional legal review required. All other agreements should be approved by OGC.

2. *Pre-Existing Inventions.* Purchases by the Church of any pre-existing Inventions owned by third parties should be secured through a written agreement that has been approved by OGC. If an authorized representative of IRI is required to sign an agreement in which the Church acquires rights to this technology, the Requesting Department should contact the IPO to obtain this signature. All purchase contracts should include a provision ensuring that the Church will be indemnified or held harmless for any infringement of third party rights caused by the Church's purchase or use.

B. Obtaining and Maintaining Patents.

1. *Approval of Patent Applications.* The IPO and OGC should approve the filing of all patent applications for any Requesting Department.
 - a. *Requests for Patent Applications.* Each Requesting Department should submit a written request to the IPO (the "Patent Request") describing, among other things: (i) the Invention; (ii) the Church's need to use the Invention unencumbered by rights or demands of third parties; (iii) the potential for commercial licensing of the Invention; (iv) the cost of securing protection; (v) the rate of development of alternatives to the Invention; (vi) the date the Invention was first used or is expected to be used; (vii) the proposed venues of filing; (viii) the anticipated length of use; and (ix) the overall importance of the patent to the Requesting Department's operations.
 - b. *IPO Initial Assessment.* After the IPO receives the Patent Request, the IPO should perform an initial assessment on the proposed patent to determine if filing an application is warranted and if a legal analysis should be performed. The IPO should consider, among other things, the following issues during this initial assessment: (i) whether the technology appears to meet the general criteria for being patentable, such as novelty and non-obviousness; (ii) whether the cost of the patent is justified in light of the benefits, tangible or otherwise, that the Church will receive; and (iii) whether the need for a patent is long-term and will continue to be present for a significant period of time after prosecuting the application. If, after its initial assessment, the IPO does not believe the patent is warranted, it should communicate this fact to the Requesting Department, and the patent application should not be filed.

If the IPO believes that the patent application should be filed, it should forward the matter to OGC who will oversee a legal analysis of the proposed patent.

- c. Legal Analysis. A legal analysis should be performed for each proposed patent referred to OGC by the IPO. All legal analyses and any work performed by outside legal counsel should be coordinated through OGC. An analysis should determine, among other things, the likelihood of success in obtaining a patent, the results of searches on patentability of the Invention and, as directed by OGC, right to use the Invention, whether the patent will allow the Requesting Department to achieve its desired legal goals and, a proposed strategy for, and the scope of, filing the patent application. OGC and the IPO are responsible for all patent applications filed in the United States and Canada. If a patent application is denied by OGC for legal or other reasons, the IPO should communicate this to the Requesting Department, and the patent application should not be filed. ILC is responsible for all regional patent applications filed outside of the United States and Canada, subject to the coordination of all related applications as outlined in the Filing Patent Applications section below.
2. Filing Patent Applications. Outside legal counsel should file all patent applications under the direction and coordination of OGC. When similar patent applications are filed in multiple jurisdictions, the filing, whenever possible, should be handled by one attorney or coordinating efforts should be made between attorneys to ensure the patent applications resemble each other as closely as possible and that the arguments made in prosecuting the application do not conflict with arguments being made in other jurisdictions.
3. Tracking the Patent Process. As part of the legal services provided by outside legal counsel on patents, outside legal counsel should be requested to regularly inform OGC and the IPO who will then inform the Requesting Department, as necessary, about the status of the patent in each jurisdiction.
4. Maintaining Patents. The IPO is ultimately responsible to ensure that all legal requirements related to maintaining patents are fulfilled for the desired life of the patent. This task can be delegated to outside legal counsel according to the terms agreed between outside legal counsel and OGC.
5. Costs. If the patent application is filed in the United States or Canada, the Requesting Department should pay all government fees related to filing the application, as well as all additional maintenance fees and annuity payments. OGC should pay all attorneys' fees in connection with filing and prosecuting patent applications in the United States and Canada, unless otherwise agreed between OGC and the Requesting Department. If the patent application is filed outside of the United States or Canada, the Requesting Department should pay all costs related to the patent, including government fees, additional maintenance fees and annuity payments and all attorney's fees.
6. Tracking Patents. The IPO should track all information about patents owned by the Church, as well as any details about patent annuities and maintenance fees.

C. Patent Infringement.

1. Alleged Patent Infringement by the Church. From time to time, the Church may be accused of infringing upon a third-party's patent. In these cases, OGC should analyze the situation and recommend a course of action, in consultation with the IPO and the Risk Management Division of the Finance Department.

2. Infringement and Use of Church Patents by Third Parties. From time to time, the Church may become aware of third parties using or otherwise infringing upon its patents. In infringement matters that the IPO believes are egregious and warrant action to be taken to protect the Church's patents, the IPO should assign Kirton & McConkie to analyze the situation and recommend a course of action. Among other things, this analysis should consider the facts supporting the Church's rights to the patent in question and the third parties' infringing use of the patent. Once an initial analysis of the matter has been considered, the IPO, working with Kirton & McConkie, should determine which of the following courses of action, if any, should be pursued with respect to: (i) preventing use; (ii) controlling use; and/or (iii) permitting use. If the Church wants to prevent a third party from continuing to use the patent, it can ask the third party to stop using the violating material, sue in court for patent infringement and pursue any other remedies available under local law. Written requests to the third party can be in the form of: (i) an administrative letter sent by an authorized representative of the legal entity that owns the patent in question; or (ii) a cease and desist letter sent by outside legal counsel on behalf of the legal entity that owns the patent in question in the country where the alleged infringement is occurring. OGC must approve in advance in writing any request to outside legal counsel to issue a cease and desist letter. In this regard, cease and desist letters should not be used unless the merits of the case justify filing an action in court if the alleged infringer does not comply with the demands set forth in the cease and desist letter. Every attempt should be made to resolve the issue amicably between the parties without resorting to formal legal action. Under no circumstances should the Church assume an adversarial position or commence formal legal proceedings against a third party without the prior written approval of OGC.

(See *Third Party Use of Church Trademarks or Service Marks: Checklist of Issues and Possible Courses of Action*, Document #4. The information in the checklist of issues and possible courses of action applies by analogy to patent infringements.) Every attempt should be made to resolve the issue amicably between the parties without resorting to formal legal action. Under no circumstances should the Church assume an adversarial position or commence formal legal proceedings against a third party without the prior approval of OGC.

D. Patent Licensing.

Church patents should not be licensed to third parties, unless specifically approved by the IPO. OGC should review and approve all patent license agreements entered into by the Church with respect to Church patents.

VII. CONFIDENTIAL AND PROPRIETARY INFORMATION

A. Church Information.

1. Definition of Confidential Information. Any information about or possessed by the Church that is generally considered by Church authorities, senior management or the IPO to be sacred, private or confidential is referred to herein as "Confidential Information". For purposes of these policies, Confidential Information should be broadly construed to include any information, regardless of its form, that derives actual or potential value from not being generally known or readily ascertainable by others.
2. Protecting Confidential Information. Church departments and organizations are responsible for taking reasonable measures to manage and control Confidential Information that is in their possession or under their control. These measures include, but are not limited to, requiring employees and independent contractors to enter into nondisclosure agreements, limiting physical access to the Confidential Information, and restricting distribution and disclosure of the Confidential Information on a need-to-know basis only. The Human Resources Department, working with each department and organization, is responsible to ensure that employees and independent contractors enter into nondisclosure agreements, as required by the policies and procedures of such department or organization.

(See *Assignment of Work Products Agreement*, Document # 9)

(See *Confidentiality Agreement*, Document # 16)

3. Unauthorized Disclosure of Confidential Information. If an employee, independent contractor or other third party inappropriately obtains or discloses Confidential Information, the department or organization responsible for that information should notify OGC as soon as possible. OGC, in turn, should analyze the situation and recommend a course of action. OGC may, in its discretion, inform the IPO of the unauthorized disclosure of the Confidential Information.

B. Third-Party Information.

OGC and the IPO discourage the Church from entering into nondisclosure agreements with third parties. Rather, OGC and the IPO prefer that each third party disclose to the Church only information that such third party considers non-confidential. Notwithstanding the foregoing, if the terms of the transaction require a nondisclosure agreement, OGC, or outside legal counsel designated by OGC, should review and approve the agreement before it is signed. Each department and organization that receives confidential information from a third party under the terms of a nondisclosure agreement should take all steps necessary to ensure that affected employees and independent contractors are aware of and comply with the terms of the nondisclosure agreement. If a third party's confidential information is disclosed in a manner that violates the terms of a nondisclosure agreement, OGC should be notified as soon as possible.

VIII. DATABASE PROTECTION

A. General Definition

A database is a collection of independent works, data or other materials arranged in a systematic or methodical way and individually accessible by electronic or other means (a “Database”). The term does not apply to computer programs used in making or operating Databases accessible by electronic means, but the term does apply to the data assembled or made accessible by the execution of such computer programs.

B. Church Databases.

1. Types of Databases. Databases that are intended only for internal or restricted Church use or that contain sacred, private or confidential information are referred to as “Internal Databases.” Databases that are distributed or made available to the general membership of the Church or to the public without significant restrictions on further use or dissemination are referred to as “External Databases.”
2. Protecting Databases. The ways in which the Church protects its Databases differ depending on whether they are Internal or External. In addition to these protections, which are described below, the laws of some countries provide additional Database protections. As necessary, OGC should be consulted to determine the scope of these additional Database protections, if any.
 - a. Internal Databases. For Internal Databases, Church departments and organizations are responsible to take reasonable measures to manage and control Internal Databases that are in their possession or under their control as if the Internal Database was Confidential Information. See the Confidential and Proprietary section above. Copyrights in Internal Databases should generally not be registered, either within or outside of the United States, unless requested by The First Presidency or if legal or practical reasons require registration, as determined jointly between the IPO and OGC. If it is determined that copyrights should be registered in an Internal Database, these copyrights should be registered according to the procedures set forth in the Copyrights section above.
 - b. External Databases. Copyrights in External Databases can be registered, provided the requirements and procedures set forth in the Copyrights section above are complied with.
3. Use of Church Databases by Third Parties. Third parties are permitted to use External Databases according to the conditions or terms of use published with the External Database. Any use of External Databases outside the scope of these published conditions or terms of use, any use of External Databases that do not publish conditions or terms of use, and any use of Internal Databases by third parties requires the consent of the IPO. The IPO has discretion in determining whether to grant third parties permission to use these Internal or External Databases, provided the Guiding Principles are met. If the Guiding Principles are met, the IPO may, but is not required to, consent to a third party’s requested use of an Internal or External Database after considering the issues set forth in the Copyrights section relating to Church Materials Used by Third Parties.
4. Infringement and Use of Church Databases by Third Parties. From time to time, the Church may become aware of third parties using its Databases, either Internal or External, without permission. In these cases, OGC and the IPO should work together to analyze the situation and recommend a course of action. Every attempt should be made

to resolve the issue amicably between the parties without resorting to formal legal action. If the issue cannot be resolved between the parties, the Church may take any necessary action, including litigation, to protect its rights. Notwithstanding the foregoing, under no circumstances should the Church assume an adversarial position or commence formal legal proceedings against a third party without the prior approval of OGC.

C. Third-Party Databases.

Before the Church uses any Databases belonging to a third party, the Church should ensure that it has secured sufficient rights to use the materials. The department or organization using the materials is responsible to ensure that these rights have been secured by following the procedures set forth in the Copyrights section relating to Incorporating Copyrighted Works into Church Materials.

IX. PRIVACY AND PUBLICITY

A. Privacy.

No personal information about individuals, either alive or deceased, should be collected, used, displayed or distributed until all legal requirements have been fulfilled. These requirements may vary by country. Any questions in this regard should be directed to the IPO. The IPO will consult with OGC on these issues, as it deems necessary.

B. Publicity.

1. First Presidency, General Authorities and Officers. Third parties may not use the name, likeness or image of any member of The First Presidency or any General Authority or General Officer of the Church to give actual or implied approval, endorsement or sponsorship by that individual of the third party's products or services unless specifically authorized by that individual or as otherwise permitted by law.
2. Third Parties. The Church should not use the name, likeness or image of any individual to give actual or implied approval, endorsement or sponsorship of the Church, its programs or activities unless otherwise authorized or permitted by law. If the individual is required to consent to the use of his or her name, likeness or image, the individual should sign a release, the form and substance of which should be approved in advance by OGC.

(See *Release to Use Image*, Document # 17)

SCHEDULE A: DEFINED TERMS

Church

The Church of Jesus Christ of Latter-day Saints, its departments, organizations or institutionally affiliated legal entities, except for Brigham Young University, Brigham Young University-Hawaii Campus, Brigham Young University-Idaho, L.D.S. Business College, Polynesian Cultural Center, Deseret Management Corporation, any other for profit entities institutionally affiliated with the Church and any subsidiaries of the foregoing 3

Church Trademarks

Trademarks and service marks that are owned by the Church 3

Commission Agreement

Preferred agreement to be used with independent contractors who agree to create and develop certain materials for the Church 9

Confidential Information

Any information about the Church that is generally by Church authorities, senior management or the IPO to be considered sacred, private or confidential 17

Creative Works Assignment

Agreement in which the Church obtains rights to third-party materials 11

Database

A collection of independent works, data or other materials arranged in a systematic or methodical way and individually accessible by electronic or other means 18

Domain Name Request

A written request to the IPO for a Uniform Resource Locator (URL) registration 7

DTA

Director for Temporal Affairs or his designee 7

External Databases

A Church database distributed or made available to the general membership of the Church or to the public without significant restrictions on further use or dissemination 18

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Principles established by the First Presidency defining how Church owned materials must be used by third parties 13

ILC

International Legal Counsel 4

InfoGuide

Database of Church legal and financial information, including trademarks, service marks and domain name registrations 5

Internal Databases

A Church database intended only for internal or restricted Church use or that contains sacred, private or confidential information 18

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SCHEDULE B: DOCUMENTS

1. Request for Trademark or Service Mark Registration
2. Legal Analysis of a Trademark or Service Mark Registration
3. Church Use of Third Party Trademarks or Service Marks: Checklist of Issues and Possible Courses of Action
4. Third Party Use of Church Trademarks or Service Marks: Checklist of Issues and Possible Courses of Action
5. Standard Trademark License Agreement
6. Request for Registration of an Internet Domain Name (Form #36494)
7. Request for Approval to Place Church Material on the Internet or Intranet (Form #35917)
8. Web Site Guidelines: Implementing Official Country Web Sites
9. Assignment of Work Products Agreement
10. Commission for Creative Works Agreement
11. Index of Approved Specific Commission Agreements
12. Creative Works Assignment
13. Creative Works Unlimited License
14. Copyright Report
15. Special Policies for Addresses Given by General Authorities and General Officers of The Church of Jesus Christ of Latter-day Saints
16. Confidentiality Agreement
17. Release to Use Image

Request for Trademark or Service Mark Registration

INTELLECTUAL PROPERTY OFFICE
50 E NORTH TEMPLE ST RM 1888
SALT LAKE CITY UT 84150-3011
Telephone 1-801-240-3959
Fax 1-801-240-1187
cor-intellectualproperty@ldschurch.org

File number (optional)

IPO number

Instructions

Any Church department, organization, or legal entity institutionally affiliated with The Church of Jesus Christ of Latter-day Saints, except Brigham Young University, Brigham Young University–Hawaii, Brigham Young University–Idaho, LDS Business College, and Deseret Management Corporation or any of its subsidiaries, must receive permission from the Intellectual Property Office to register a trademark or service mark. To obtain this permission, appropriate representatives from the requesting organization should complete this form and send it to the Intellectual Property Office at the address listed above.

Requesting Organization

Requesting department or organization

Contact person

Address

Telephone with area code

E-mail

Trademark or Service Mark Information

Proposed mark. Identify the mark that needs to be registered. Include, when necessary, a stylized version of the mark. Attach additional pages if necessary.

Goods and services. List the goods or services that will be used with the mark.

Date of actual or intended first use. Write the date the mark was first used. If the mark has not yet been used, write the intended date of the mark's first use.

Places of registration. Identify the countries and, if necessary, the states where the mark should be registered.

United States

☐ Federal registration

☐ State registrations (list states):

Countries outside the United States:

Translation. This mark will be translated or transliterated into non-English languages.

☐ No

☐ Yes If yes, list each language and its translated or transliterated form of the mark. Confirm that the meaning of the word(s) in these languages is not offensive and will not create any cultural opposition or barriers to the Church or the goods or services connected with the mark.

Reasons for registration. Explain why your department or organization needs this mark to be registered, including the reasons existing registered trademarks of the Church cannot be used.

Anticipated length of use. Indicate the number of years your department or organization intends to use this mark.

☐ Less than 10 years

☐ 20–40 years

☐ 10–20 years

☐ More than 40 years

Importance of registration. Explain how integral this mark is to the overall operations and effectiveness of your department or organization. Describe the benefits your department or organization will receive if the mark is registered, and compare those benefits with the consequences if the mark is not registered.

Signatures

Managing director or other authorized representative

Title

Date

For Administrative Use Only

Intellectual Property Office
approval signature

Date

Office of General Council
approval signature

Date

LEGAL ANALYSIS OF A TRADEMARK OR SERVICE MARK REGISTRATION

The following issues can be used by the Office of General Counsel (the "OGC") or outside legal counsel authorized by the OGC to analyze a proposed Trademark or service mark registration. Trademarks and service marks are collectively referred to as "Trademarks".

1. Trademark Owner. The Church prefers that all of its Trademarks be owned by Intellectual Reserve, Inc. ("IRI"). IRI is a Utah nonprofit corporation that has not been registered or qualified to do business outside of the state of Utah. For Trademark registrations outside of the United States, consider whether IRI, in its current organizational form, can be the registered owner of the mark in the country(ies) under review. If not, consider with what procedures IRI would need to comply in order to be able to do so. Also, compare the advantages and disadvantages of having the proposed mark owned by IRI versus other legal entities locally registered in the country(ies) under review and recommend which legal entity should own and register this Trademark.
2. Need for Trademark Registration. In light of the reasons behind the registration, consider whether registration is required in order for the Church to achieve its goals or if those same needs could be met through non-registration means. Describe the offensive and defensive risks the Church will face if it does not register the mark.
3. Registrations by Third Parties. Search existing Trademark registrations in the country(ies) under review to ascertain whether a third party has previously registered the mark in the classes of coverage sought by the Church. If the mark has previously been registered, examine whether the Church's prior use or other rights in the mark could allow it to set aside the third party's registration and describe the process that would be required to do so.
4. Class Coverage and Success in Trademark Registration. Considering the name of the mark, the prior use of the mark and the goods and services in connection with which the mark will be used, propose in what classes the mark should be registered. Please note that the number of classes in which registration is sought should be limited to those that encompass the goods and services that most typically place the name of the Church before the public internationally. Identify possible arguments against registration in these classes and responses to these arguments. Consider whether any changes to the mark, its use or scope of registration could decrease arguments against registration and improve the Church's likelihood of registration success. Keep in mind that if the Trademark will be registered in more than one jurisdiction, the scope of, and arguments for, registration should be as similar as possible.
5. Registration in Multiple Jurisdictions. If the Church intends to register the proposed mark in multiple jurisdictions, establish a priority of filings. Higher priority should be given to countries where: (i) the mark faces the greatest risk of misappropriation; (ii) the mark will be most used; (iii) Church membership is most significant; (iv) Church membership is most anticipated to increase; and (v) other factors that you deem important.
6. Other Relevant Considerations. Analyze any other relevant issues concerning the proposed registration of the Trademark in your state or country.

Church Use of Third Party Trademarks or Service Marks: Checklist of Issues and Possible Courses of Action

- I. **Checklist of Issues.** The following checklist of issues can be used by the Intellectual Property Office (the "IPO") and the Office of General Counsel (the "OGC"), or outside legal counsel authorized by the OGC, to analyze the Church's use of trademarks or service marks allegedly owned by third parties.
- A. **Church's Use of the Trademark.**
1. What is the name of the trademark or service mark in question (the "Trademark")?
 2. How important is the Trademark to the operations or mission of the Church?
 3. How is the Church using the Trademark? Is it using it as alleged? Is it using it in a domain name or in a web site?
 4. When did the Church actually begin using the Trademark? Are there documents or other proof to support the date of actual first use?
- B. **Third Party's Rights to the Trademark in Question.**
1. What is the name of the third party alleging ownership of the Trademark (the "Alleged Owner")?
 2. What is the relationship between the Alleged Owner and the Church, if any, including any historical or background information that could influence the course of action the Church may wish to pursue?
 3. Has the Alleged Owner registered the Trademark? If no, on what basis is the Alleged Owner claiming rights to the Trademark? If yes, when, where and in what classes was it registered?
- C. **Remedies Sought.**
1. What remedies is the Alleged Owner seeking in connection with the Church's use of the Trademark?
 2. How did the Church receive notice of the remedies being sought by the Alleged Owner?
 3. Has the Alleged Owner retained legal counsel or filed formal legal proceedings against the Church regarding its use of the Trademark?
- D. **Possible Defenses.**
1. Is the Church using the Trademark in a non-infringing descriptive manner?
 2. Is the Trademark being used in connection with goods or services that are not in the same class of goods or services covered by the trademark registration of the Alleged Owner?

3. Does the Church have a prior use or other common law argument that could allow it to cancel out a registration or otherwise assert superior rights than those asserted by the Alleged Owner?
4. Do other third parties currently use the Trademark? If yes, what action(s) if any, has the Alleged Owner taken to try and prevent those parties from using this Trademark. Have those actions been successful?
5. Has the Church received any legal opinions or recommendations from outside legal counsel on the Church's rights to the Trademark?

II. **Possible Courses of Action.** Once the checklist of issues has been analyzed, the IPO and the OGC, working with outside legal counsel, as necessary, should determine what course of action, if any, should be pursued with respect to registering, continuing to use or ceasing to use the Trademark. More than one course of action can be pursued, including other actions not listed below. Additional alternatives may be available depending on the circumstances related to the use of the Trademark. If the Church decides to assert rights to the Trademark, it may also want to consider possible courses of action it can pursue against third parties using its trademarks. See Third Party Use of Church Trademarks: Checklist of Issues and Possible Courses of Action.

A. Registering the Trademark.

1. Register the Trademark. If the Trademark has not yet been registered, the Church can attempt to register the Trademark to secure its rights. In order to do this, all IPO and OGC policies relating to the registration of trademarks should be complied with.
2. Set Aside the Alleged Owner's Registration of the Trademark. If the Alleged Owner or other third party has registered the Trademark, but the Church believes it has prior use or other common law arguments creating superior rights in the Trademark, the Church can initiate formal proceedings to set aside the third party's registration. Once the registered has been set aside, the Church can consider whether to register the Trademark to secure its rights. In order to do this, all IPO and OGC policies relating to the registration of trademarks should be complied with.

B. Continuing Use. If the Church wants to continue to use the Trademark, it can pursue one or more of the following actions to do so.

1. Continue to Use with No Formal Action. The Church can continue to use the Trademark and take no formal action in responding to this matter. If this course of action is chosen, the Church should continue to monitor the situation. If the Alleged Owner pursues additional actions against the Church, a new course of action may need to be considered.
2. Continue to Use Due to Applicable Defense. Upon the receipt of a concurring legal opinion stating that the may be allowed to use the Trademark due to an applicable defense, the Church can continue to use the mark within the parameters established by legal counsel, if any. If this option is chosen, the OGC and the IPO can consider whether a formal response to the Alleged Owner is required.

3. Modify its Use of the Trademark. The Church can attempt to change its use of the Trademark in order to satisfy the concerns of the Alleged Owner. For example, the Church can change from an infringing use to a descriptive use, or incorporate appropriate disclaimers and other language to ensure that the public is not deceived about the Church and its relationship to the goods and services offered by the Alleged Owner.
 4. Obtain Rights from Alleged Owner. The Church can license the trademark from the Alleged Owner or enter into a concurrent use agreement. If this is not possible, a new course of action might need to be considered.
- C. Ceasing to Use the Trademark in Question. Finally, the Church can decide to immediately discontinue using the Trademark.

Third Party Use of Church Trademarks or Service Marks: Checklist of Issues and Possible Courses of Action

- I. **Checklist of Issues.** The following checklist of issues can be used by the Intellectual Property Office (the "IPO") and the Office of General Counsel (the "OGC"), or outside legal counsel authorized in writing by the OGC, to analyze third parties' use of trademarks or service marks (collectively referred to as "Trademarks") owned by Intellectual Reserve, Inc. ("IRI"), or other legal entities institutionally affiliated with The Church of Jesus Christ of Latter-day Saints (the "Church").

A. **Third Parties' Use of the Trademark.**

1. What is the name of the Trademark in question?
2. What third parties are using the Trademark?
3. How did the Church receive notice of these parties' use of the Trademark?
4. How long has the Trademark been used by the third parties?
5. Is the Trademark being used in a domain name or in a web site?
6. Has the Trademark been registered by anyone other than the Church and, if so, when, where and in what classes was it registered?
7. Is the Trademark being used in an infringing manner or in a non-infringing descriptive manner?
8. Is the Trademark being used in a way that is damaging to the reputation, integrity or mission of the Church?
9. Is the Trademark being used in connection with goods or services that are similar to Church-offered goods or services?
10. Is the Trademark being used in a way that could deceive the public into believing the Church is offering the goods and services?
11. Does the third party use any disclaimers or other language to avoid public confusion and misconceptions about the offering of the goods and services?

B. **Church's Rights to the Trademark in Question.**

1. Is the Trademark in question a key identifier? If not, how important is it to the Church and its mission worldwide?
2. When did the Church actually begin using the Trademark? Are there documents or other proof to support the date of actual first use?
3. Has the Church registered the Trademark? If so, when, where and in what classes was it registered?

4. How long has the Church known about the third parties' use of the Trademark?
5. What action(s), if any, has the Church already taken to try and prevent this third party's use of the Trademark?
6. What action(s), if any, has the Church previously taken to try and prevent other third parties from using this Trademark? Have those actions been successful?
7. Has the Church received any legal opinions or recommendations from outside legal counsel on the Church's rights to the Trademark in question and how it should act to prevent third parties' use of the Trademark?

II. **Possible Courses of Action.** Once the checklist of issues has been considered, the IPO and the OGC, working with outside legal counsel, as necessary, should determine which of the following courses of action, if any, should be pursued with respect to: (i) registering the Trademark; (ii) preventing use; (iii) controlling use; and/or (iv) permitting use. More than one course of action can be pursued, including other actions not listed below. Additional alternatives may be available depending on the circumstances related to the Trademark use.

A. **Trademark Registration.**

1. **Register the Mark.** If the Trademark in question has not yet been registered, the Church can attempt to register the mark to secure its rights. In order to do this, all IPO and OGC policies relating to the registration of Trademarks should be complied with.
2. **Set Aside Third Party's Registration of Mark.** If the Trademark in question has been registered by a third party, but the Church believes it has prior use or other common law arguments creating superior rights in the Trademark, the Church can initiate formal proceedings to set aside the third party's registration. Once the registered Trademark has been set aside, the Church can consider whether to register the mark to secure its rights. In order to do this, all IPO and OGC policies relating to the registration of Trademarks should be complied with.

B. **Preventing Use.** If the Church desires to prevent a third party from continuing to use the Trademark, it can pursue one or more of the following remedies.

1. **Possible Remedies for All Types of Violations.** The Church can:
 - a. Ask the third party to stop using the violating material. This request can be in the form of: (i) an administrative letter sent by an authorized representative of the legal entity that owns the trademark in question; or (ii) a cease and desist letter sent by outside legal counsel on behalf of the legal entity that owns the trademark in question in the country where the alleged infringement is occurring. OGC must approve in advance in writing any request to outside legal counsel to issue a cease and desist letter. In this regard, cease and desist letters should not be used unless the merits of the case justify filing an action in court if the alleged infringer does not comply with the demands set forth in the cease and desist letter. Under no circumstances should the Church assume an adversarial position or commence formal legal proceedings against a third party without the prior written approval of OGC.
 - b. Sue in court for trademark infringement and pursue any other remedies available under local law.

2. Additional Remedies for Internet Based Violations.
 - a. If the Trademark is used in a domain name or appears in a web site, the Church can ask the Internet Service Provider ("ISP") to remove or disable the web site by sending: (i) a notice of the site owner's Trademark infringement and of contributory trademark infringement by the ISP(s); and (ii) notice that the site owner has violated any applicable acceptable use policy.
 - b. If the Trademark is used in a domain name, the Church can pursue the following additional remedies:
 - (i) Offer to buy the domain name or have a third party offer to buy it;
 - (ii) Ask the site owner to transfer the domain name registration to IRI for cost (administrative, ecclesiastical or attorney request); and/or
 - (iii) File a Uniform Domain Name Dispute Resolution Policy action to transfer the domain name to IRI.
- C. Controlling Use. If the Church desires to control the continued use of the Trademark, it can pursue one or more of the following actions.
 1. Request Modified Use of the Trademark. The Church can request that the third party change its use of the Trademark from an infringing use to a descriptive use. This can be handled through an administrative, ecclesiastical and/or attorney request. If the third party does not comply with these requests, a new course of action might need to be considered.
 2. Request Use of Disclaimer Language. The Church can request that the third party incorporate disclaimers and other language in connection with its use of the Trademark to ensure that the public is not deceived about the Church and its relationship to the goods and services being offered. This can be handled through an administrative and/or attorney request. If the third party does not comply with these requests, a new course of action might need to be considered.
 3. License the Trademark. The Church can license the Trademark to selected third parties or, as appropriate, enter into a concurrent use agreement. The Church should only enter into Trademark or concurrent use agreements that have previously been approved by the OGC, or legal counsel designated by OGC.
- D. Permitting Use. The Church can decide to allow the third party to continue to use the Trademark in question by taking no immediate formal action in preventing or controlling the third party from using it. It is important to note that if the Church decides to follow this course of action, it may adversely restrict the Church's future ability to prevent or control the use of the Trademark. In addition, if the Church chooses this course of action, it should continue to monitor the use of the Trademark. If the use is broadened or altered in any way, a new course of action might need to be considered.

STANDARD TRADEMARK LICENSE AGREEMENT¹

THIS AGREEMENT, effective as of the _____ day of _____, 20____, by and between Intellectual Reserve, Inc. ("IRI"), a Utah nonprofit corporation having a place of business at 50 East North Temple Street, Salt Lake City, Utah 84150,² and _____ ("User"), whose address is _____.

IRI is the owner of the trademarks, service marks, and names (hereinafter the "Marks") listed on Schedule A; and

WHEREAS, User is desirous of using the Marks in connection with its business:

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, IRI and User agree as follows:

1. Grant of License. IRI grants to User a nonexclusive, nontransferable license to use the Marks in the manner specified in Schedule A, and User accepts the license subject to the following terms and conditions.
2. Ownership of Marks. User acknowledges the ownership of the Marks in IRI, agrees that it will do nothing inconsistent with such ownership and that all use of the Marks by User shall inure to the benefit of and be on behalf of IRI, and agrees to assist IRI in recording this Agreement with appropriate government authorities. User agrees that nothing in this License shall give User any rights, title or interest in the Marks other than the right to use the Marks in accordance with this License, and User agrees that it will not attack the title of IRI to the Marks or attack the validity of this License.
3. Quality Standards. User agrees that the nature and quality of: all services rendered by User in connection with the Marks; all goods sold by User under the Marks; and all related advertising, promotional and other related uses of the Marks by User shall conform to the standards set by and be under the control of IRI. Such quality standards include that the Marks are: (i) used in a manner that is consistent with standards and principles of The Church of Jesus Christ of Latter-day Saints (the "Church"); (ii) connected with products or services that are peripheral or tangential to the products and services offered by the Church; and (iii) not used in a manner which implies the Church's endorsement of the product or service.
4. Quality Maintenance. User agrees to cooperate with IRI in facilitating IRI's control of such nature and quality, to permit reasonable inspection of User's operation, and to supply IRI with specimens of all uses of the Marks upon request. User shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the sale, distribution and advertising of goods and services covered by this License.
5. Form of Use. User agrees to use the Marks only in the form and manner and with appropriate legends as prescribed from time to time by IRI, and not to use any other trademark or service mark in combination with any of the Marks without the prior written approval of IRI. In addition, the User agrees to include a disclaimer in substantially the following form:

¹ This is a standard trademark license agreement. It should be modified, as necessary, to ensure compliance with local laws.

² It is presumed that the licensor will be IRI, since IRI owns substantially all of intellectual property of the Church. However, if a trademark or service mark has been registered in the name of another legal entity, that legal entity should be the named party to this agreement.

The products (*services*) offered by [*name of User*] are neither made, provided, approved nor endorsed by Intellectual Reserve, Inc., or The Church of Jesus Christ of Latter-day Saints. Any content or opinions expressed, implied or included in or with the goods (*services*) offered by [*name of User*] are solely those of [*name of User*] and not those of Intellectual Reserve, Inc. or The Church of Jesus Christ of Latter-day Saints.

6. Royalty Payments. In consideration for the rights granted by IRI to User under this Agreement, User shall pay to IRI a license fee equal to _____ U.S. Dollars (\$_____).³
7. Infringement Proceedings. User agrees to notify IRI of any unauthorized use of the Marks by others promptly as it comes to User's attention. IRI shall have the sole right and discretion to bring infringement or unfair competition proceedings involving the Marks.
8. Term. This Agreement shall continue in force and effect for one (1) year from the date set forth above and shall be automatically renewed thereafter to successive one (1) year terms, unless sooner terminated as provided for herein.
9. Termination. Either IRI or User shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to the other.
10. Effect of Termination. Upon termination of this Agreement, User agrees to immediately discontinue all use of the Marks and any term confusingly similar thereto, and to delete the same from its corporate or business name, to cooperate with IRI or its appointed agent to apply to the appropriate authorities to cancel recording of this Agreement from all government records, to destroy all printed materials bearing any of the Marks, and all rights in the Marks and the good will connected therewith shall remain the property of IRI.

³ This Agreement assumes that the User will pay IRI a one-time license or royalty fee. This is an optional provision. If the User is not required to pay IRI this fee, this section should be deleted. In addition, if the User pays IRI periodic fees or fees based on units sold, this language should be modified. Sample language that could be used in its place include the following:

In consideration for the rights granted by IRI to User under this Agreement, User shall pay to IRI the sum of _____ U.S. Dollars (\$_____) upon execution of this Agreement. In addition, User shall pay to IRI an additional sum of _____ U.S. Dollars (\$_____) on a _____ (*state period of time, such as weekly, monthly, quarterly or annual*) basis, beginning on _____, 20__ and continuing for each _____ (*state period of time, such as week, month, quarter or year*) thereafter until this Agreement is terminated.

-OR-

In consideration for the rights granted by IRI to User under this Agreement, User shall pay to IRI a royalty of _____ U.S. Dollars (\$_____) per unit for each unit sold or otherwise distributed by User bearing the Mark. User will make the royalty payments in _____ (*state period of time, such as weekly, monthly, quarterly or annual*) periods (the "Time Period"), the first respective period ending on _____ (the "First Time Period"). Said payments shall be made within _____ (____) days of the end of the First Time Period and continuing for each Time Period thereafter until this Agreement is terminated. On days when User makes payments to IRI, User will also furnish IRI statements of all articles that are the subject matter of this Agreement sold or otherwise distributed during the next preceding Time Period. User agrees to keep complete sales records of articles covered by this Agreement, which records shall be open to inspection by or on behalf of IRI at all reasonable times during the term of this Agreement and for ____ years thereafter.

11. Interpretation of Agreement. It is agreed that this Agreement shall be interpreted according to the laws of the State of Utah, United States of America, excluding conflict-of-law principles.⁴
12. Dispute Resolution. If any dispute arises out of or relates to this Agreement, the parties shall use their best efforts to settle this dispute through correspondence, mutual consultation and other mediating efforts. If the parties are not able to resolve their dispute in this manner, both parties agree to the jurisdiction of the courts in the State of Utah for purposes of any action instituted pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

INTELLECTUAL RESERVE, INC.	USER
 Name: _____ Title: _____	 Name: _____ Title: _____

⁴ Normally, it is preferred that the Agreement be interpreted according to the laws of the State of Utah, United States of America, particularly if IRI is the licensor. If that is not possible under local law, this provision will need to be modified as necessary.

Schedule A
Licensed Marks and Uses

User may use the following Marks of IRI:

User may use the Marks in the following manner [describe permitted manner of use, including permitted goods and services]:

Request for Registration of an Internet Domain Name

This form is used for requesting registration of an Internet domain name.

1. Use this form in accordance with the instructions on the reverse side.

2. If you have a question about what level of approval is necessary, contact the Intellectual Property Office of the Correlation Department.

Domain Name Information

Originating organization	Date requested
--------------------------	----------------

Requested domain name(s)

<input type="checkbox"/> .org <input type="checkbox"/> .com <input type="checkbox"/> .net <input type="checkbox"/> Other _____	Number of years to maintain registration. (If more than 2 years, explain why.) <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> Other _____
--	--

If one or all of the requested domain names are not available, why is it important to the Church that the requested domain name(s) be obtained?

Budget account number to cover costs. These costs may also include attorney fees or the price to purchase the name(s).
--

Have existing domain names owned by the Church been considered? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, when reviewed _____	Has a prefix to the Church web site been considered (for example, media.lds.org)? <input type="checkbox"/> Yes <input type="checkbox"/> No
---	---

Will the domain name be linked to the Church web site or require a new web site? If a new website is requested, explain below.
--

Will this request require international registration? If yes, why, and in which countries? (These costs are very expensive.)
--

Justification

Information which explains the proposed use of and justifies the need for this domain name. Include (1) the reason for the requested name; (2) the method of implementation and use; (3) the reasons why existing Church-owned domain names or a prefix to the Church domain name cannot be used; and (4) whether a Request for Approval to Place Church Material on the Internet™ form (35917) has been submitted.

Signatures

Client contact (please type or print)	Phone number or extension	Date prepared
Submitted by (please type or print)	Phone number or extension	Date submitted
Signature of Executive Director, Assistant Executive Director, managing director, or Presiding Bishopric's office		Date signed
General Authority approval		Date signed

Executive Council or Executive Committee or Department

<input type="checkbox"/> Cleared for submittal to the Copyrights and Permissions Office	Date and number of minute entry
---	---------------------------------

Intellectual Property Office

<input type="checkbox"/> Cleared <input type="checkbox"/> Not cleared <input type="checkbox"/> More information requested <input type="checkbox"/> Revise and resubmit	Date and signature
--	--------------------

For Intellectual Property Office Use Only

Instructions for Requesting Registration of an Internet Domain Name

This form requires the signature of an Executive Director, Assistant Executive Director, or managing director. Clearance by the Intellectual Property Office of the Correlation Department is also required.

All domain names should be linked to a web site, and there must be a legitimate reason for registering the name.

The originating department (client contact) will be notified when a requested name is up for renewal to determine if the name shall be renewed or allowed to lapse.

The Trademark Cyberspiracy Prevention Act which was signed into law on 29 November 1999 provides protection to the Church and other trademark owners which didn't previously exist.

Summary of the legislation:

- Provides that any person who, with bad-faith intent to profit from the goodwill of a trademark or service mark of another, registers or uses an Internet domain name that is identical to, confusingly similar to, or dilutive of such a mark, shall be liable in a civil action by the owner of the mark.
- Provides that a court, in determining the question of bad faith, may consider:
 - Other intellectual properties in the domain name.
 - Whether it is the name of a person.
 - Prior, bona-fide use; fair use of a mark in the site.
 - Intent to divert consumers from the mark owner's online location to another site.
 - The person's offer to sell the domain name to the mark owner, without having used it in a bona-fide manner.
 - The false information or use of aliases when applying for the registration of the domain name.
 - The person's acquisition of multiple domain names that are identical or similar to the trademark.
 - The person's history of offering to sell domain names without prior bona-fide use of the domain name.
 - The distinctiveness and fame of the mark.

Selecting a Domain Name

A domain name is simply a unique name used to locate resources on the Internet. If the resource identified by the domain name is not linked to a web site, the name is nearly useless.

When selecting a domain name, keep these points in mind:

- The name may contain letters, numbers, or dashes (" - "), but cannot begin or end with a dash.
- It cannot contain spaces or other punctuation.
- Short names are preferred, as no one likes typing in long addresses.

- If you have to explain the name at all, it isn't a good name.
- Choose a name that is not easily misspelled or confusing.
- Do not use a trademark of another company or organization.

The Church prefers that you use a prefix to lds.org (for example, scriptures.lds.org or media.lds.org) rather than requesting a new domain name.

**Request for Approval to Place Church Material on the Internet
or Intranet**

(Approved List)

Three approvals are required to place material on the Internet or intranet—Technical Clearance, Concept Approval, and Final Review and Approval.

Project Information

Originating organization		Signature of executive director or department head
Title or description of the site		Item number (assigned by the Evaluation Division)
This site is <input type="checkbox"/> New <input type="checkbox"/> Revised <input type="checkbox"/> Continuing (attach previous forms)	Design, production, and translation cost estimate	Technical operation cost estimate
Translation requested <input type="checkbox"/> Yes <input type="checkbox"/> No	List all languages, including English, for content and user interface (or see back of sheet)	General ledger account number (ICS project)

The proposed material will be posted on the Church Internet or intranet site or another site. If another site is requested, explain the need and justification for such. If a new Internet or intranet domain name is needed, attach a copy of a Request for Registration of an Internet Domain Name form (36494) approved by the Intellectual Property Office.

Justification

State the purpose of the proposed content, and include a description or outline of it. If existing Church material is to be used, list the Approved List title and item number. Attach additional sheets if necessary.

Executive Council, Executive Committee, or Presiding Bishopric Action

<input type="checkbox"/> Cleared to submit to the Correlation Executive Committee	Date and signature, or date and number of minute entry
---	--

Technical Clearance Assessment of technical and cost requirements for operation on the Internet or intranet.

Information and Communications Committee action	Date and signature (for the ICC)
---	----------------------------------

Concept Approval

Correlation Department (Evaluation Division) action	Date and signature, or date and number of minute entry
Correlation Executive Committee action	Date and number of minute entry

To prepare for final review and approval, complete the back of this sheet.

Final Review and Approval

Correlation Executive Committee action	Date and number of minute entry
--	---------------------------------

Preparation to Submit for Final Review and Approval	
A. Content Review (Text and visuals.) If existing approved material is used, this step is not required.	
Editing approval (signature of editor)	Date signed
Executive Council, Executive Committee, or Presiding Bishopric action	Date and number of minute entry
<input type="checkbox"/> Cleared to submit to the Correlation Department (Evaluation Division) for review	
Correlation Department (Evaluation Division) action	Date and number of report
B. Production Review	
Executive Council, Executive Committee, or Presiding Bishopric action	Date and signature, or date and number of minute entry
Correlation Department (Evaluation Division) action	Date and number of log entry

Languages Indicate all languages, including English, for content and user interface.				
Phase 3 (check all that apply)				
<input type="checkbox"/> American Sign Language	<input type="checkbox"/> Fijian	<input type="checkbox"/> Korean	<input type="checkbox"/> Tagalog	<input type="checkbox"/> Hungarian
<input type="checkbox"/> Cebuano	<input type="checkbox"/> Finnish	<input type="checkbox"/> Norwegian	<input type="checkbox"/> Tahitian	<input type="checkbox"/> Indonesian
<input type="checkbox"/> Chinese	<input type="checkbox"/> French	<input type="checkbox"/> Portuguese	<input type="checkbox"/> Tongan	<input type="checkbox"/> Russian
<input type="checkbox"/> Danish	<input type="checkbox"/> German	<input type="checkbox"/> Samoan		<input type="checkbox"/> Thai
<input type="checkbox"/> Dutch	<input type="checkbox"/> Italian	<input type="checkbox"/> Spanish		<input type="checkbox"/> Ukrainian
<input type="checkbox"/> English	<input type="checkbox"/> Japanese	<input type="checkbox"/> Swedish		
Phase 2 (list)				



Web Site Guidelines

Implementing Official
Country Web Sites

THE CHURCH OF
JESUS CHRIST
OF LATTER-DAY SAINTS

Updated October 2003

Overview and Guidelines for Area Presidencies

[Country Web Site Overview and Guidelines](#)

Guidelines for Web Teams

Planning

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PLANNING

Roles and Responsibilities

Under the direction of Area Presidencies, country Web sites may be created as an official Church Internet presence in a given country. These country Web sites provide links to existing translated materials on lds.org and mormon.org. They may also include content of local interest, following the same guidelines as the local pages of the *Liahona* magazine. The following chart summarizes the roles and responsibilities of the area and of Church headquarters.

Responsibilities & Actions	Area	Headquarters
Area Administration, Budget	Area Presidency provides administration and budget.	Provides policies and guidelines.
Area Personnel	Area Presidency extends callings to Church-service workers or assigns area staff.	Provides consultation as needed.
Registration of Web Sites (Domain Names)	Area office staff coordinates registration with an in-country agency.	Maintains central list of registered domain names.
Hosting and Site Security	Area establishes hosting and site security through credible local Web hosting provider.	Provides policies and guidelines for selecting local provider.
Content Development	Local content developed by an area editorial committee of Church-service workers, assisted as needed by area staff.	Provides general Church materials in applicable languages.
Content Review and Approval	Area Presidency reviews and approves all locally produced content.	Provides correlation for general Church materials.
Technical Development	Web site development usually provided by Church-service workers, assisted as needed by area staff or contractors.	Provides policies, guidelines, style guides, templates, and consultation as needed.
Site Awareness and Publicity Efforts	<ul style="list-style-type: none">• Announcement from Area Presidency• Members, Public Affairs, missionaries• Church magazines• Local search engines• Links from country Web sites to general Church Web sites	<ul style="list-style-type: none">• Provides links from general Church Web sites to country Web sites• Provides consultation to maximize search engine rankings• Church magazines

Defining Goals and Forming a Team

Defining Goals

The Area Presidency should lead the Web site team in defining the goals for official country Web sites. Goals will help determine the content and design of the Web site and will guide site developers in their efforts. Content and functionality should be added only if they help support the goals of the site. Examples of site goals might include:

- Strengthening members by providing uplifting content and creating a sense of unity and community.
- Providing useful information regarding meeting schedules, temple schedules, and conferences.

Forming a Team

Using the model currently in place for local *Liahona* pages, a team of individuals with required skills should be called to develop the Web site. This team should meet regularly while the site is in development and should continue to coordinate their efforts as the site is maintained. Where feasible, members of this team should be part of the editorial committee that is already in place to assist with the local pages of the *Liahona*.

The following list describes the roles that need to be filled to develop and maintain an official country Web site. **Note:** The number of people who fill these roles may vary, depending on the availability and skills of local members. It may be necessary to have one person fill more than one role.

- A member of the Area Presidency or a designated Area Authority Seventy. Oversees the work, defines site goals, and approves content and subsequent updates.
- A site coordinator. Coordinates domain name registration, site hosting, vendor relations, and headquarters support. This person may also serve as the coordinator for the *Liahona*.
- A content manager and editor. This person should be a skilled writer and editor who provides editorial leadership for the site, generates and manages local content, works with local content providers (editorial committee, Public Affairs, Church Educational System, and so on), works closely with the Area Presidency and site developers, and coordinates with content providers in Salt Lake City. The local *Liahona* editor may also serve in this position. If the Area Presidency chooses to have separate editors for the Web site and the *Liahona*, both individuals should closely coordinate their efforts.
- Local content providers and developers. Consisting of members throughout the area, these people have the following responsibilities: providing content for the site; identifying, gathering, and writing news and feature articles; collecting information for calendar items, temple schedules, and so on; and suggesting, editing, and proofreading local material. Grouped together with the content manager and editor, these people can form an editorial committee. The local *Liahona* committee may also be part of this group.
- An information designer. Depending on the skills of the available individuals, this role could be assigned separately or filled by the content manager. This person is responsible to work with content editors and graphic designers to create a user-friendly interface that allows users to easily find information.
- Web developers and producers. These individuals should be skilled in Web page development. Their responsibilities will include building Web pages, posting content for site updates, handling technology issues and providing technology solutions, and working with support staff in Salt Lake City as needed.
- A graphic design specialist. Trained in graphic design, this person has responsibility for the visual quality and credibility of the site. Graphic design includes selecting colors, developing site layout,

formatting photos, and so on. This person works closely with the content manager to develop sound site organization and navigation.

Coordinating with Headquarters

Headquarters will provide assistance as needed for content, design, and development. To request assistance, contact Church headquarters via e-mail at countrysites@ldschurch.org.

The primary role of headquarters is to provide general Church content and links to approved Church materials already available in languages. This material will reside on servers in Salt Lake, and Church headquarters personnel will work with the local content manager and developers to ensure that this material is integrated into the official country Web site.

For each country site, Church headquarters should have the name, e-mail address, and telephone number of the site coordinator. It will be helpful if that person can communicate in English.

Please contact countrysites@ldschurch.org

- When you begin planning a country site.
- When development begins.
- When the site is ready to be posted live on the Internet.
- Whenever you need information or assistance.

Process Overview

<u>Planning</u>	<u>Developing</u>
<u>Designing</u>	<u>Maintaining</u>

The process of building a Web site can be broken down into four phases: planning, designing, developing, and maintaining. Each phase is essential for creating a professional site that will meet the needs of your target users. These guidelines have been organized to provide resources for each phase of the development process. All team members should be familiar with all phases of the process because work accomplished in each phase will affect future phases.

Planning

Under the direction of the Area Presidency, the site team should first agree upon goals for the site (see Defining Goals). These goals will provide guidance for team members through the remainder of the development process. After goals have been defined, team members should also discuss and agree upon such issues as what the site will contain, who will be responsible for each aspect of the project, how the site will be maintained, where the site will be hosted, and other important aspects of the project.

During the planning phase, the developers should act as the technical consultants to the site team. Developers should provide input during host selection and domain name registration processes. In addition, developers should work with content providers and editors to determine the feasibility of interactive features or other functionality that could be included in the site. Developers should also provide cost and time estimates to the site coordinator to ensure that the site will be developed on time and within the accepted budget.

Designing

During the design phase, the site team begins to work on the details of the site. After having identified site content, the team should develop the site's architecture, which will determine where content is located and how users will navigate through the site. Content providers and editors, graphic designers, and developers should work together to create a design that will help users easily find information on the site and help the site team to easily maintain and add content to the site.

Developers will act as technical consultants during the design phase of the project. As the content providers and editors and the graphic designers design the site, developers should provide input on the feasibility of implementing suggested design features. Developers' recommendations should include considerations for optimizing the site's load time and search engine rankings.

Developing

During the development phase, the design is turned into Web pages and loaded onto host servers. The Web developers handle much of the work during this phase while the content providers, editors, and graphic designers act as consultants to ensure that the site design is implemented correctly.

Maintaining

Maintaining a Web site requires an ongoing effort from the entire site team. Content providers must continually provide new content to keep the site “fresh” and encourage visitors to return. Graphic designers must work with content providers to create images that will enhance the new content. Developers must create new pages or modify existing pages as new content is added. (For more information on site maintenance, see Keeping the Site “Fresh”, Monitoring and Responding to Feedback, Reviewing the Site Regularly, and Optimizing the Site Continuously.)

The entire team should periodically evaluate feedback to ensure that the site is meeting its goals and that users are having positive experiences with the site. The steps used in planning, designing, and developing should occur for each new function or major change to the site. Going through the process of planning, designing, and then developing the new feature will help ensure that the feature fits well within the existing site structure.

Policies and Legal Issues

<u>Budget</u>	<u>Translation</u>
<u>Legal Counsel</u>	<u>Privacy, Rights, and Use</u>
<u>Advertising</u>	

Budget

The area is responsible for the budget of official country Web sites. This includes development, editorial, and content creation costs; hosting costs; domain name registration; and maintenance. Headquarters will be responsible for all costs involved with general Church materials created and stored in Salt Lake City.

Legal Counsel

Because legal issues vary by country, Area Presidencies should consult with their International Legal Counsel as they develop official country Web sites.

Advertising

Church sites should not have advertising of any kind. Even though service from a hosting company can sometimes be obtained at a lower rate if the company is allowed to post advertisements, this should be avoided. Areas should purchase a level of hosting that does not require or allow banners or identification of the hosting company anywhere on the site.

Translation

Locally approved content that requires translation should be translated by Church translators assigned by the translation supervisor.

Privacy, Rights, and Use

Do not post personal, identifying information about people (such as names, addresses, phone numbers, e-mail addresses, or ages).

Consult with local International Legal Counsel to determine if the country site should include a privacy policy or other disclaimers. (See the Rights and Use Information policy posted on lds.org and the Privacy Policy posted on mormon.org.)

Site Hosting and Domain Names

[Selecting a Host](#)

[Domain Name Selection Guidelines](#)

[Security](#)

[Domain Name Acquisition Process](#)

[Backups](#)

Selecting a Host

Official country Web sites should be hosted on commercial quality, local servers. With the authorization of the Area Presidency, arrangements should be made with a reputable local hosting company to provide this service.

The hosting service selected for the site should be a high-quality, mature, reliable company aware of security issues and able to provide assurances that they have anti-hacking measures in place. Evidences of a high-quality hosting service include:

- Established, reputable company with a track record of local clients.
- Secure ftp (SSH) required to access or modify the page.
- Firewall protection in the company's servers.
- Informed technical customer support available.
- Server redundancy.
- Frequent backups of user content.
- Capacity to handle bandwidth of requests (good "response time" for visitors to the Web page).
- Able to ensure reliable, continual service.
- Clearly defined service-level agreements.
- Able to provide data on user traffic and behavior.

Security

It is critical that the hosting company take measures to prevent "hacking" of the site from outside sources. If a Church Web site is compromised, it can be embarrassing and damaging to the Church's image and efforts. When selecting a host, ask questions. You may want to ask the company about what intrusion detection devices they have in place. You may also want to ask about the last time one of their sites was compromised (when it happened, how it happened, how they responded). Also, if possible, find out about the host's physical location. The equipment hosting the site for the Church should be located in a physically secure facility.

Host Security

The hosting service should provide the Church with the following services:

- Disclose how and to what extent the hosts comprising the Church's site have been hardened against attack.
- Provide a listing of current patches on hosts, including host OS patches, Web servers, databases, and any other material application.

- Provide information on how and when security patches will be applied.
- Disclose their processes for monitoring the integrity and availability of those hosts.
- Provide information on their password policy for the Church's site, including minimum password length, password generation guidelines, and how often passwords are changed. **Note:** If the hosting company does not provide this service, your area Web team must implement policies for changing passwords as different individuals finish their work on the site.
- Provide information on the account generation, maintenance, and termination process, for both maintenance as well as user accounts.

Backups

Information posted to the site should be regularly backed up. This includes both the source code for the pages themselves and the content placed on the pages. Even if backups are available as part of the hosting service, the Web team should perform regular backups.

Domain Name Selection Guidelines

All Church Web pages must be addressed using appropriate domain names; they should never be identified with a commercial ISP name. For example, you should never identify a page with an address such as <http://www.aol.com.br/Brasil.html>.

Instead, you should purchase a domain name, preferably related to the name of the Church in the appropriate language. For example: <http://www.sud.org/Brasil.html> or <http://www.brasilsud.br/>

Arrange a level of service with the hosting company that allows for a virtual server to be used with your domain name for the pages you develop.

It may be beneficial to have more than one domain name pointing to your Web site. If there are other names visitors will likely use to find or access the site, more than one name can be set up to point to the same page. For example, the official English site uses the domain <http://www.lds.org>. Other domains (<http://www.ldschurch.org>, <http://www.thechurchofjesuschristoflatter-daysaints.org>) have also been obtained to point to the same site. This provides multiple ways for people to find the site.

Domain Name Acquisition Process

It is not possible to register every domain name that has some association with the Church. The varieties of domain names are infinite and limited only by the imagination. In proposing and prioritizing name registrations, it is important to keep in mind why registration is important:

- To make it possible for individuals (member and nonmembers) to easily find official Church Internet sites.
- To block the misuse of names that could be confused with Church sponsorship or that could damage the Church's name.

Assigned area office staff members should do the following:

1. Report to the Area Presidency, director of temporal affairs, and the Copyrights Office in Salt Lake City any domain names already registered by any Church department, area office, or Church unit.

2. Review the [list of domain names already registered](#) by the Church. Consider and recommend to the Area Presidency any additional domain names to register that relate to the four trademarks (The Church

of Jesus Christ of Latter-day Saints, Liahona, Book of Mormon, and FamilySearch) as well as possible variations of “Mormon” or other terms that apply to the Church. This should include names or identifiers of the Church that are common and generally recognized within the country or language.

3. Register the recommended names after approval has been received from the Area Presidency. Consult with International Legal Counsel to determine how the sites should be registered (for example, in the name of the Church or to an e-mail address rather than in the name of an individual). After registration, inform the Church’s Copyrights and Permissions Office (801-240-2935 or e-mail DNS-Admin@ldschurch.org) so that the Domain Name Advisory Group and other appropriate entities can be advised. If you have any questions regarding this process, you can contact the Copyrights and Permissions Office at the number or e-mail listed above.

If you determine to register domain names in the name of Intellectual Reserve, Inc, use the following information in the registration process:

Registrant: Intellectual Reserve Inc., 50 E. North Temple, Salt Lake City, UT 84150

Administrative Contact: Contact Handle: DA25998-OR, Intellectual Reserve, Inc., care of Copyrights and Permissions, 50 E. North Temple, Salt Lake City, UT 84150, e-mail: dns-admin@IRInc.ORG, phone: 801-240-2935, fax: 801-240-1187

Technical Contact: Contact Handle: DT2547-ORG, 50 E. North Temple, Salt Lake City, UT 84150, e-mail: dns-tech@IRInc.ORG, phone: 801-240-3439, fax: 801-240-5237

Billing Contact: Contact Handle: DB3309-ORG, Intellectual Reserve, Inc., care of Copyrights and Permissions, 50 E. North Temple, Salt Lake City, UT 84150, e-mail: dns-billing@IRInc.ORG, phone: 801-240-2935, fax: 801-240-1187

Our DNS Servers:

NS1.INTELLECTUALRESERVEINC.ORG
198.31.238.10

NS2.INTELLECTUALRESERVEINC.ORG
12.110.19.10

DESIGNING

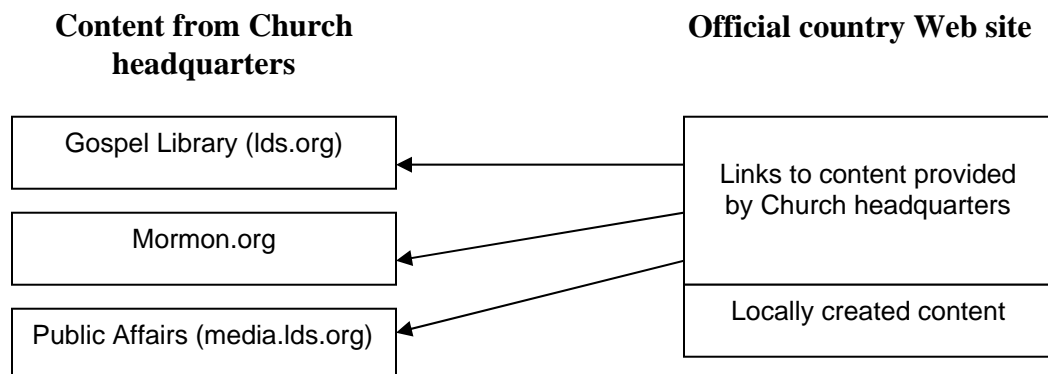
Suggested Content

<u>Content from General Church Sites</u>	<u>Locally Created Content</u>
<u>Links to Other Approved Country Sites</u>	

Content managers play a vital role in the creation and maintenance of an official country Web site. Because this Web site is the official Church Internet presence in the country, the content of the site must represent the Church in an appropriate, dignified way. All content must be of the highest doctrinal, editorial, and design standards and should directly contribute to the established goals of the site.

Content from General Church Sites

Much of the content for an official country Web site will be drawn from general Church materials created at headquarters for local languages. This material will be provided by headquarters and will be hosted on headquarters' servers so local sites can link to it (see diagram below).

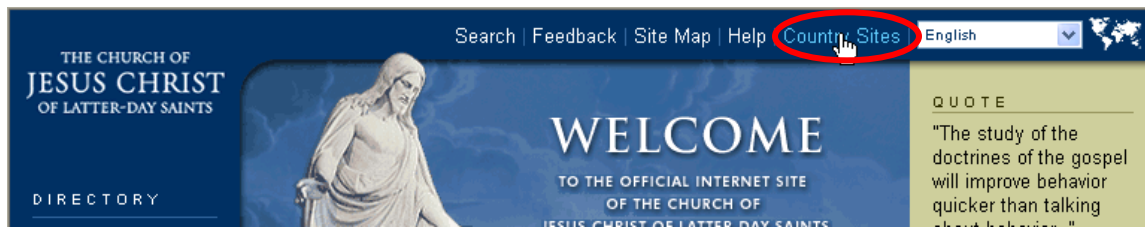


Note: General Church materials should NOT be copied to local servers. When linking to lds.org or other Church-affiliated sites, you should have a new browser window open so users can easily return to the official country Web site.

Links to Other Approved Country Sites

Each country site should contain a page with links to all other approved country sites. The official Church site (www.lds.org) maintains a list of approved country sites. It is important that a copy of this list of country sites be created **locally on each country site**. This cross-linking can greatly improve the search engine rankings for all country sites.

The **Country Sites** feature in the upper-right corner of the lds.org home page (see below) links to a list of the official country sites.



Save the lds.org page listing country sites and format it to match the design of your country site. Developers should regularly check the official list on www.lds.org and update their page to match that list.

Locally Created Content

A member of the Area Presidency must approve all locally created content before it is posted. Locally created content should be reverent and dignified, presenting the Church in a positive way to both members and investigators. The following are suggestions for locally created content:

Lds.org Home Page

Country sites should provide a prominent link to the home page of lds.org.

Basic Beliefs

Country sites should provide a prominent link to the home page of mormon.org.

Family History

- Information about local resources
- Addresses and operating hours of family history centers
- Links to FamilySearch.org

Calendar Items, Including Conferences and Activities

Church Meeting Times, Places, and Ward or Branch Boundaries

Temple Schedules and Locations

History of the Church in the Area

Local Church News (for Members and Friends)

- Visits by General Authorities and general auxiliary presidencies
- Groundbreakings, open houses, and dedications for temples and meetinghouses

- Leadership changes, such as Area Presidencies, stake presidencies, temple presidencies, and mission presidencies
- Creation of new branches, wards, districts, stakes, missions, and areas
- Church interaction with prominent government officials
- Reports of positive articles about the Church in local media

News Media Section

Local country Web sites provide a tremendous opportunity to serve the news media through a specially designed media section. The target audience of this section is journalists and their associates, not Church members or the general public. As media representatives and their audiences find answers to their questions and are directed to legitimate sources of information, their perception of the Church improves. To ensure consistency of quality and content, the Church provides a news media section template to assist Area Presidencies in developing the media component of each country Web site.

The template includes the following elements:

Page Title

To reflect the place where reporters create, discuss, and write their stories, the main Church media site uses the title “Newsroom,” a professionally recognized term. Check with media professionals in your area and be sure to use the commonly accepted term.

Menu

The media section should include the following menu items, translated appropriately:

- **Newsroom Home:** Once a user enters the media section, the menu changes. This menu item provides a simple way for the user to stay in the media site and not revert back to the general site.
- **Beliefs and Practices:** Select these articles from the Church’s main Web site for news media (www.lds.org/media). These articles were written to cover all the essential aspects of the Church—from its early beginnings to its present international growth, key doctrines, and practices. Local committees, guided by the Public Affairs area office, should select those stories that are most relevant to the country. The content of this section will not change very much once it is developed.
- **Quick Facts for Media:** Include quick-reference facts in bullet form. This page can be provided in English by Public Affairs at Church headquarters.
- **Mistakes in the News:** Use this section to correct serious mistakes made by news media. This section should be used sparingly and only for major errors that need to be corrected so that journalists who search the Web do not perpetuate misinformation about the Church. An occasional incorrect date or statistic in a news story, for instance, would not qualify as sufficiently important to appear here.
- **Contact Us:** Journalists work 24 hours a day, seven days a week. You should provide at least a name and a phone number that can be reached during regular business hours, and at least an e-mail address for communication outside of business hours.

Latest Story

To ensure that journalists return to the site, content needs to be updated regularly. The latest news story from a country can be placed in this box, or the site coordinator can select from a relevant story on the main Church media site (many appear each day). This position could be filled by the first paragraph of a favorable news story in the local press followed by a link to the newspaper site, or it might be one of your own news releases.

The Worldwide Church

Church headquarters provides this section, and it is designed to give visitors to your site a sense of the global nature of the Church. Photographs will rotate every few seconds and will include temples, gatherings of members, missionaries, humanitarian work, and so on. The text remains the same. To use this prepackaged section, simply format it to fit your site's template.

The Church in...


This is where you provide information that is specific to your country. Menu items here should include "Early History" (including the first missionaries), "Later Development," and then a number of other articles that help journalists understand how the Church became established and how it is progressing. Headquarters will provide the map that appears below this section. The map will link directly to the other national Web sites sponsored by the Church. This section should also include a link to an archive of past news releases.

The Church in Other Nations

This map is provided in the template and should link to the main country sites directory managed at Church headquarters.

Downloads

Use the following link to download source code and images that can be used to develop a country Web site newsroom. For questions regarding the news media site, contact Church Public Affairs by e-mailing mediahelp@ldschurch.org (for all other questions, e-mail countrysites@ldschurch.org).

Example (newsroom)	Site format
	<ul style="list-style-type: none">• HTML

Meetinghouse Addresses

Country sites may link to a database at headquarters that provides meetinghouse addresses that are constantly updated. Users may select a country or alphabetic letter to browse through the meetinghouse addresses. This requires that the Facilities Management staff in the area have the correct addresses linked up with the facilities. For technical help on creating this function, contact countriesites@ldschurch.org.

Local E-mail for Contact Information

Before establishing an e-mail address to list in the contact information for your country site, consider (1) the labor required to open, read, and appropriately handle thousands of possible incoming e-mail messages, (2) the fact that many of the incoming e-mails may be spam and provide no value, and (3) that it may be difficult or impossible to answer many of the questions asked (see the guidelines on answering questions, found in the Maintaining section of these guidelines under the heading "Monitoring and Responding to Feedback").

If you decide to create an e-mail address, it should use the domain name of the site as the e-mail domain name. For example, the Austria country site domain name is www.hlt.at. Therefore the e-mail address could be info@hlt.at. To set this up, contact your Web hosting provider.

If the domain name to be used could apply in multiple countries, such as www.mormon.org, the e-mail name should be a name specific to the country or city, such as Lisbon@Mormon.org. To set this up, submit a work order to the Global Service Desk. An MX record will be created to redirect the e-mail traffic to a GroupWise account that can be managed by the staff in the local office.

Ward and Stake Web Sites

Ward and stake Web sites are now functioning in the United States and Canada, and plans are in place to provide this functionality in other countries and in other languages. Country site teams should not begin to develop functionality for ward and stake Web sites, since there are efforts underway at headquarters to develop these functions that may be used worldwide.

E-Commerce

Before you attempt to create the functionality for users to purchase items online, contact countriesites@ldschurch.org, since there are efforts underway at headquarters to develop these functions that may be used worldwide.

User Authentication

As part of a central Internet plan, tools will be developed to allow users to register with a password to log in to secure functions. This will be part of a central user database that will identify users and their right to access certain information and applications (both worldwide and locally-developed). Country site teams should not develop functionality for user sign-on, since there are efforts underway at headquarters to develop this function that may be used worldwide.

Interactive Training

Tools are being researched at headquarters that may be used to provide interactive training. Country site teams should not begin to develop interactive training programs without first contacting countrysites@ldschurch.org.

Inappropriate Content

<u>Materials Not Directly Related to the Mission of the Church</u>	<u>Photographs</u>
<u>Advertisements and Solicitations</u>	<u>Links</u>
<u>Personal Information</u>	<u>Other Content</u>

To represent the Church and its members in a reverent and respectful manner, the following types of content should be avoided. The Area Presidency may also establish additional guidelines for content.

Materials Not Directly Related to the Mission of the Church

- Any non-Church-related announcements or reports of unofficial Church activities
- Humor pages, cartoons, urban legends, or rumors
- Articles or photos that promote a particular political party, candidate, preference, or opinions

Advertisements and Solicitations

- Advertisements for businesses, property, products, services, or subscriptions
- Any story that promotes a commercial product or service

Personal Information

- Online dating services, chat rooms, instant messaging, or other personal correspondence
- Members' personal information (telephone, address, engagements, marriages, or births)

Photographs

Do not include photographs in which people are dressed immodestly or are otherwise not observing Church standards of grooming and behavior. Also, avoid photos that are disrespectful to people or property.

Links

Official country sites *should not* link to any unauthorized (non-official) Web pages, including unofficial Church-related pages. Country sites *should* provide links to official Church Web pages such as lds.org, mormon.org, and familysearch.org. If Church members have created personal, Church-related sites, they should be encouraged to provide prominent links to their country site and to lds.org, mormon.org, and familysearch.org.

Country sites should not participate in "Web rings" (groups or "communities" of sites that are all linked together with an agreement to display each other's links for increased visibility).

Other Content

- Direct responses to anti-Mormon criticisms or Web pages
- Unofficial outlines or lesson plans for teaching

Content Review and Approval

Before being posted, all locally generated materials must be reviewed and approved by the Area Presidency or by those appointed by the Area Presidency. All content produced and managed by headquarters will be reviewed and approved through the currently established channels in Salt Lake City. Content review and approval is an ongoing responsibility as the site is regularly updated.

Please contact countrysites@ldschurch.org when you are ready to launch the country site so that we may update the list of country sites on lds.org.

Safeguards should be built into the system by the Web page developers to prevent direct posting of material to the site without prior review and approval.

Site Design

General Principles

Branding and Use of the Church Logo

Use of Images, Music, and Text

Use of Multimedia

Locally Hosted Front Pages

Official country Web sites should visually maintain an appearance of reverence, dignity, and simplicity in presenting the gospel message. While allowing for exceptions due to cultural differences, the look and feel of these sites should be in harmony with lds.org and work as seamlessly as possible with it. Church headquarters has developed an [example site](#) to show how an official country Web site could be designed and implemented. Designers should also view [Building the Site](#) guidelines in the Developing section. These guidelines provide an overview of the development process and resources for designers and developers.

General Principles

Simplicity

Sites should be designed to be as simple and straightforward as possible, both visually and functionally. Avoid complicated and cluttered pages. Provide only content, features, and visual elements that directly relate to the goals of the site.

Consistency

Page layout, color schemes, navigation elements (links, buttons, and so on), and logos should be used consistently throughout the site. Each page in the site should have a similar “look and feel,” creating unity and consistency throughout the site. Certain visual elements should stay in the same place on each page, such as the Church logo and navigation elements, so the user will always know where to find them.

Organization

Organize site content so that visitors can easily find the information they are looking for or can easily browse through the site. Group similar information together (such as local news or calendar information). Intuitive and logical content structure will make the site easy to use.

Accessibility

Sites should be designed to include the widest audience possible. Pages should be streamlined to work on the typical low-end computer available in the country. For example, lds.org is developed to work with a resolution of 800x600 pixels. Avoid the use of emerging technologies (new software for enhancing Web pages) that are not yet commonly installed on most computers in the country. Also, consider the needs of visitors with visual, hearing, motor, or cognitive impairments when designing Web pages.

Usability

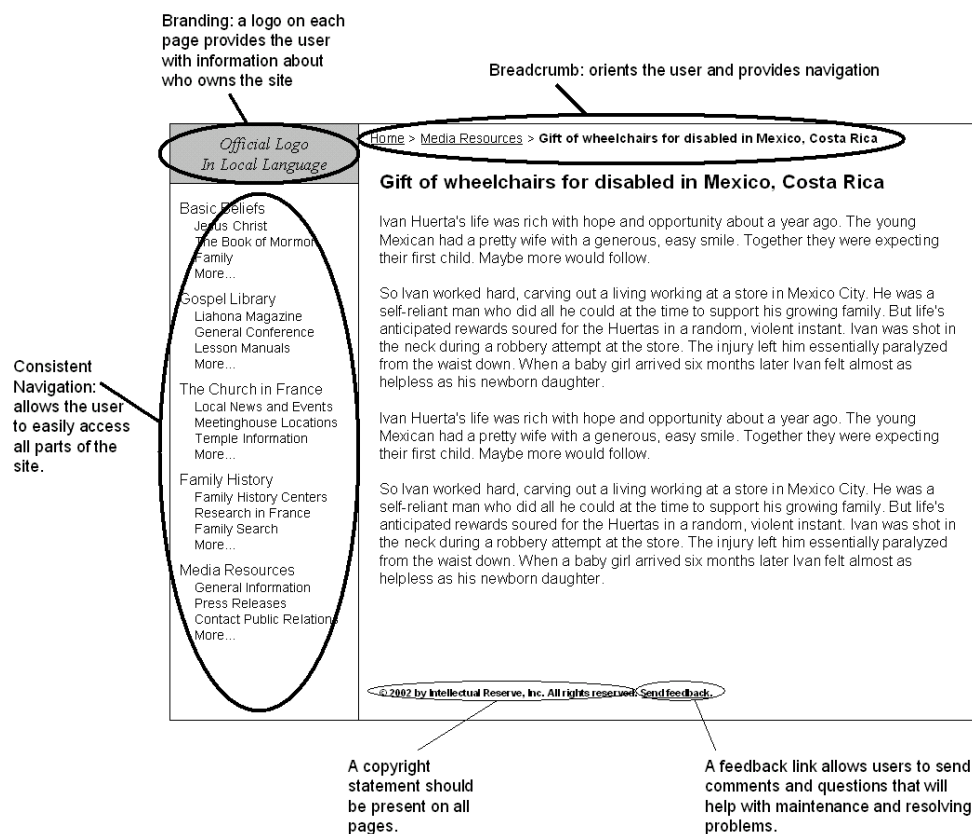
Usability refers to the ease with which a visitor can access information on a site. Good navigation should allow users to easily find information on the site. Content managers, designers, and developers should work together to create a site that is intuitive and easy to use. The visual layout of a page, the logical organization of the content, and the functionality of each page contribute to a positive user experience.

Sites should be designed in such a way that the user can easily answer the following questions:

- Who owns this site?

- What is the purpose of this particular page?
- Where am I in this site?
- How do I go back to where I was?
- What can I do next?

The example site shows how an official country Web site could be designed. The site is organized so that users can easily determine what information is available on the site. The navigation links on the left side of the page provide easy access to main areas of the site. The visual design of the example site provides a professional look and feel that will give users a sense of trust in the site. Although modifications may be necessary based on local needs, site teams are encouraged to use a similar design for their sites. The image below highlights a number of the design features from the example site that improve the professionalism and usability of the site.



Branding and Use of the Church Logo

“Branding” refers to helping site visitors become familiar with the Church name and logo. By prominently placing the official Church logo in the appropriate language on each page, you can help visitors recognize that this is an official site for The Church of Jesus Christ of Latter-day Saints.

Designers can download the Church’s usage guidelines as well as copies of the Church’s logo in the appropriate language.

- Logo usage guidelines
- Downloadable logos

Use of Images, Music, and Text

Graphics and images should be selected with care to ensure that they maintain the reverence and dignity of the message. Animated images that flash or spin should not be used. Pop-ups should not be used. The images should be properly compressed for maximum quality while maintaining a small download size. An image should not exceed 20 KB (the average image size should be about 10 KB). No page should exceed 100 KB in total size. To determine page size and download time, go to <http://www.websiteoptimization.com/services/analyze/>.

Because of copyright laws, legal clearance must be obtained for every image or media element that is used. This includes images already used on official Church sites. Also, written permission must be obtained before posting photographs of individuals.

Attached to these guidelines is a list of images owned by the Church that may be used for any Church, non-commercial product. If an image appears on this list, Church entities are free to use that image in any non-commercial way. (Many of these images may be downloaded from the Gospel Library at www.lds.org.) Images that do not appear on the list must be cleared through the Copyrights and Permissions Office before they are used in any way. Send requests to DNS-Admin@ldschurch.org.

If text or music appears on other Church Internet sites, you may use it on country sites as long as it is used in the same way. If used differently from its original use on Church Internet sites, you must receive Correlation approval through the normal process. If in doubt about the use of substantial quotations (usually anything more than a paragraph in length) or any poetry, contact the Copyrights and Permissions Office at DNS-Admin@ldschurch.org.

Use the following Church policy to guide you in the use of quotes from General Authorities: "In determining whether to grant or deny approval to Church Departments to use Authorized [Conference] Addresses, the Copyrights Office should consider, among other things: (i) the topic of the Authorized Address, including any sensitive or confidential issues relating to the same; (ii) whether the Authorized Address has previously been published and the scope of its past distribution; (iii) whether the General Authority or General Officer who gave the Authorized Address has consented to the requested use; and (iv) the nature of the proposed use of the Authorized Address and its projected distribution."

For additional guidelines on the use of images, music, and text, consult with your International Legal Counsel or contact the Church Copyrights and Permissions office at DNS-Admin@ldschurch.org.

Note: Materials that appear on general Church sites (such as lds.org and mormon.org) should **not** be copied to local servers. When linking to the original site, you should have a new browser window open so users can easily return to the official country site.

Use of Multimedia

Multimedia should be used sparingly and in most cases only where functionally necessary. Animation and pop-ups generally should not be used. Audio should begin playing only when initiated by the user, not simply when the user opens a page. Examples of appropriate use of multimedia could include short video clips of General Authority addresses (such as those found on some pages of mormon.org) or streaming audio and video files of general conference. Audio or video clips that are locally created and approved might also be used.

Locally Hosted Front Pages

It may be helpful to have a locally hosted front page for a site such as mormon.org when that site is available in the language(s) of the country. This page would be hosted under a different domain name than the main country site, increasing visibility to search engines and the general public. The front page would then point to the main Church servers for all content. If you create a locally hosted front page, try to copy as closely as possible the look and feel of the already-existent front page you are mirroring. If needed, developers at Church headquarters can help in preparing locally hosted front pages (send e-mail to countrysites@ldschurch.org).

DEVELOPING

Web Page Development

<u>Development Software</u>	<u>Building the Site</u>
<u>Web Page Code</u>	<u>Testing</u>
<u>Web Site Ownership</u>	<u>Measuring Traffic</u>

Web page developers perform the critical role of converting content and design into a usable Web site that meets the goals defined by the Area Presidency. Developers should use standard industry technology to create sites that function seamlessly, are easy to use, and are of the highest possible quality.

Development Software

Site developers may use any tool set or platform they are familiar with to develop the pages as long as the tools are recognized and familiar in the industry. This will make it easier for the site to be passed on to others as different developers are assigned to the project. Where possible, developers should use a database-driven application for greater ease in adding content to the site.

Web Page Code

Use standard coding practices (well-structured code, comments, and so on) to make the pages easy for others to maintain in the future. However, comments should not be visible to end users who view the source code of the Web pages. You should develop the pages so they will work well in recent versions of Internet Explorer and Netscape, based on browsers commonly used in your country.

Make sure the pages are developed so that they will work well at the typical Internet connection speed in the country and on the typical low-end computer available. No single page (including code and images) should ever exceed 100 KB. See also [Accessibility](#) and [Use of Images](#) in the Site Design section.

Web Site Ownership

The Web site and its code are the property of the Church, not of individual developers. The Area Presidency will consult with International Legal Counsel (ILC) or other approved legal channels for information on how best to legally secure Church ownership.

Building the Site

Web pages can be developed using a variety of technologies, such as static HTML, active server pages (ASP), Java server pages (JSP), PHP, and others. The technology for your site should be selected based on the skills and knowledge of the developers and the needs of the site.

The [example site](#) provides an excellent resource for developers as they build official country Web sites for their area. The files used to create the site can be downloaded and modified during the development phase. Use the links below to download the site in the format you will be using. Official logos have also been provided for developers.

Downloads

Use the following links to download source code and images that can be used to develop a country Web site.

Example Site



Select a format

- [HTML](#) (select this one if you don't know what the others are)
- [ASP](#)
- [JSP](#)
- [PHP](#)

Logos



- [Find logos in your language](#)
- [Logo usage guidelines](#)

Testing

Each page should be reviewed and tested for quality and functionality before it is made available to the public. The testing should check for both technical and usability issues. Technical tests should ensure that there are no broken links on the site, that all images are optimized to download in a reasonable time at the target connection speed, and that any interactive features such as submission forms or searches work properly.

Usability testing should be conducted to make sure that potential users can use the site and find the information they are looking for. Formal usability testing can be obtained through a local company designed to perform these tests. Showing the site to a focus group and getting feedback before it is made public can provide additional information. Do not launch the site and allow your *actual* users to be the first test of usability.

Measuring Traffic

Being able to count the number of visitors to the pages can be helpful to leaders and the development team. Track page views rather than simply hits on the site. Do not use page counters that display a number on your Web pages.

To provide common measurements of all country sites worldwide, each country site should use Omniture SiteCatalyst to measure traffic and other site usage information. To perform the measurements, this software program uses Java scripts that are placed on the pages created by country site teams.

Omniure builds the scripts and provides them to headquarters, which forwards them to country site development teams. Contact countrysites@ldschurch.org for technical help on implementing this program.

You may visit www.omniure.com to read about the company and products. See a demonstration at <https://www.omniure.com/sc9/reports/index.html> (company=sitecatalyst demo, username=nmark, password=ics).

Search Engine Optimization

Site Design and Content	Content Keywords
Keywords	Keyword Concentration
TITLE Tag	Improving Link Recognition
META Tags	Example Tags

Measures should be taken to optimize the placement of the site in local-language search engine results. The goal should be to have the site appear at the top of the list for any language-specific search engine commonly used in the country. This will help ensure that those seeking to learn more about the Church will find accurate and positive information. The following general principles often help improve placement in search results. Site developers may need to do additional investigation on search engines in the country; there are several different ways that search engines rank sites.

Site Design and Content

Developing a well-designed Web site will greatly improve your search engine ranking. Design, content, and navigation will all have a significant impact on how search robots and spiders evaluate and navigate the site to index the information within search databases. Non-functioning links and other site problems can hurt your ratings significantly.

Keywords

Using keywords with a sharp focus will help you optimize your Web site in target areas. For example, the keyword “church” will return numerous results, making it difficult to achieve a high ranking, while “Christian” or “Mormon” has a narrower focus and will produce better results. Also, key phrases can be very helpful. Often, search engine users enter phrases when searching. So, instead of using a keyword like “church” that would return any Web site relating to any church, use an exact keyword phrase like “Christian Church” or “Jesus Christ” or “Mormon Tabernacle Choir.”

TITLE Tag

Pages that have implemented keywords in the TITLE html tag have generally been able to receive a higher ranking within the search indexes. See [Example Tags](#) below.

META Tags

META tags should always be used when optimizing your Web site for search engine rankings. However, they are not as critical as the TITLE tag. Use keywords in both your META Keyword and Description tags. See [Example Tags](#) below.

Content Keywords

Web sites with keywords placed at the beginning of a Web page often receive higher search result

rankings. Search engines assume that any page relevant to the topic will mention keywords often and within the first sections of text.

Keyword Concentration

Keyword concentration is a major factor in search engine optimization. Dividing the occurrence of the keyword by the total number of words on a Web page gives the keyword concentration. A search engine will analyze how often keywords emerge in relation to other words within your Web site. Those sites with higher concentrations are often considered to be more significant than other Web pages, which ultimately should improve search engine ranking. The recommended concentration of keywords in relation to the total number of words on the Web site is approximately five percent.

Improving Link Recognition

Optimizing and improving your search engine rankings is a continuous and complex process. Allowing other Web sites to link to the official country Web site will improve its link popularity. Many major search engines use link popularity as criteria for their relevance scoring indexes. Official country sites will be linked from and should be linked to lds.org, and Church members who have developed personal sites should be encouraged to place prominent links on their own pages to the country site. Official country Web sites should never link to sites that are not official Church sites.

Example Tags

```
<META HTTP-EQUIV="Content-Type" CONTENT="text/html; CHARSET=UTF-8">
<META HTTP-EQUIV="Expires" CONTENT="Tue, 20 Jun 1995 04:13:09 GMT">
<title>The Church of Jesus Christ of Latter-day Saints </title>
<META NAME="KEYWORDS" CONTENT="church of jesus christ of latter-day saints, lds, mormons,
family history, salt lake city, mormon temples, utah tourist">
<META NAME="DESCRIPTION" CONTENT="Read about our Basic Beliefs, study The Scriptures online,
search our comprehensive">
```

MAINTAINING

Keeping the Site “Fresh”

Reviewing the Site Regularly

Monitoring and
Responding to Feedback

Optimizing the Site Continuously

Keeping the Site “Fresh”

To bring users back often:

- Add new content to the site regularly, especially to the home page.
- Develop an editorial schedule for updates and additions.
- Rotate or feature existing content items, such as weekly featured articles from *Liahona* archives, daily news about or from the Church, calendar of events, special announcements, monthly First Presidency or Area Presidency messages, and topic of the week or month.

Monitoring and Responding to Feedback

Provide users with a means to communicate problems or concerns about the Web site to the developers. This may be a link to an e-mail address or to an online form. Assign a member of the development team to be responsible to handle and respond to technical feedback and a member of the content team to address editorial and other feedback. In responding to feedback, do not get involved in users' personal lives or in debates about the Church's doctrine or practices.

Country Web site teams should observe the following guidelines for answering questions that users submit by e-mail or through a feedback system:

- Provide appropriate responses to operational questions, such as how to use the site, whom to contact for help with specific technical issues, or how to find certain site features or materials.
- Provide responses to doctrinal questions as follows: (1) If the answer appears on the *lds.org* or *mormon.org* Web sites, direct the person to the appropriate page of the site. (2) If the answer does not appear on those sites, suggest that the person seek an answer to the question by contacting a member of the Church, visiting one of the Church's meetinghouses, or requesting a visit from the missionaries. The country Web site team should not create an answer to a doctrinal question.

Reviewing the Site Regularly

Verify that site functionality, content, and design comply with the policies and guidelines in this document.

- See if all content and functionality contribute to the goals of the site.
- Check all content, design, layout, navigation, and usability.
- Take steps to correct any problems.
- Ensure that all links work properly.
- Check all other functionality of the site.
- Make sure that all pages load properly.
- Take into consideration any recommendations from Church headquarters.

Note that Church headquarters will periodically review official country Web sites and provide feedback and recommendations.

Optimizing the Site Continuously

To maintain top-level search engine rankings:

- Eliminate all non-functioning links (identify regularly during site reviews).
- Ensure that all title tags contain proper keywords.
- Maintain high link popularity by ensuring that other sites are allowed to link to the country Web site.
- Ensure that appropriate keywords are concentrated at the beginning of documents.
- Ensure that keywords are placed at the beginning of Web pages.

See also [Search Engine Optimization](#).

Confidentiality Agreement and Assignment of Work Products

Employee's name (first, middle, last)

Date

Employee ID number

Instructions

Every employee of Corporation of the President of The Church of Jesus Christ of Latter-day Saints or of Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints is to sign a copy of this form. The completed form should be placed in the employee's file.

Agreement

1. Attached to this Confidentiality Agreement and Assignment of Work Products (hereinafter, "Agreement") and made part of this Agreement is a Disclosure Concerning Work Products and Confidential Information (hereinafter, "Disclosure"). Capitalized terms in the remainder of this Agreement are defined in the Disclosure. I acknowledge that I have read the Disclosure, and I understand my duties, rights, and obligations under this Agreement, as outlined in the Disclosure.
2. To obtain the benefits and compensation of my continued employment as an employee of the Employer, I agree to abide by and be bound by the provisions of this Agreement, as detailed in the Disclosure.
3. I agree to regularly apprise my supervisor of all my Work Products.
4. I agree to assign, and do hereby assign, my entire right, title, and interest in all my Work Products to the Employer.
5. I agree to cooperate with the Employer, whenever requested to do so, to preserve and perfect the Employer's rights and interests in my Work Products in the United States and foreign countries. I will promptly execute any applications, assignments, registrations, or other instruments considered necessary by the Employer.
6. I agree not to disclose, disseminate, lecture upon, or publish Confidential Information unless I first secure the written consent of my department management and the headquarters Human Resource Department.
7. I agree that, upon termination, completion, or other end of my employment, I will leave with the Employer or promptly return to the Employer all Confidential Information and Work Products in my possession or under my control, and I further agree that I shall not use any Confidential Information in any way adverse to the Employer's desires. I also agree that, following the termination of my employment for any reason, I will obtain written permission prior to any disclosure of, dissemination of, publication of, or lecture or the like regarding Confidential Information.
8. I agree that this Agreement shall be construed according to the laws of the State of Utah, excluding conflict-of-law principles; that any provision of this Agreement declared invalid or unenforceable shall not affect the validity or enforceability of the remaining provisions; that this Agreement shall be binding upon my heirs and legal and personal representatives and successors; and that this Agreement represents the entire agreement between the Employer and me regarding the subject matter hereof.
9. I agree that this Agreement is effective as of the start date of my employment with the Employer and shall continue to be applicable following termination of my employment with the Employer for any reason, including my death.

Employee's signature

Date

Disclosure Concerning Work Products and Confidential Information

This Disclosure is an attachment to the Agreement, as previously defined, and is an essential part of it. The objective of the Agreement and this Disclosure is to define the ownership of certain rights in and your responsibility with regard to Work Products and Confidential Information created by or made available to you, an employee of the Employer.

Please read this Disclosure carefully and thoroughly. The information and obligations contained in this Disclosure are legally binding upon you once you have signed the Agreement. If you have any questions about your duties and obligations under the Agreement, please contact your department's human resource representative immediately.

Policy

1. All of your Work Products are and shall remain the sole and exclusive property of the Employer. The Employer shall be the sole and exclusive disseminator and controller of all Work Products.
2. All Confidential Information, whether Work Products or otherwise, to which you are exposed or which you generate during the normal course of employment must be used only as instructed and must be returned to the Employer upon request or upon termination of your employment for any reason.

Definitions

The terms defined below shall be understood as defined below throughout the Agreement and this Disclosure. Where no definition is given, the customary meaning shall be understood. Terms defined below may be used in the singular or plural.

Church is The Church of Jesus Christ of Latter-day Saints.

Confidential Information is information about the Employer or the Church, regardless of the field, that is not generally known to the public but is made known to you or generated by you in the course of or as a consequence of your employment by the Employer. Confidential Information includes verbal communications, notes, e-mail, electronic media, records, planners, journal entries, or the like relating to the operations, functions, ecclesiastical programs, projects, administration, finances, writings, policies, procedures, human resources, products, processes, services, methods, know-how, technology, ideas, research, development, engineering, manufacture, purchasing, Patents, Trade Secrets, Trademarks, Service Marks, or Copyrights of the Employer or the Church. Work Products and their contents are considered Confidential Information.

Copyright is a property interest in an original work of authorship, which work is fixed in any tangible medium of expression from which it can be perceived, reproduced, or otherwise communicated either directly or with the aid of a machine or device.

Employer is either Corporation of the President of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, or Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, as the context may require.

Intellectual Property is any and all Patents, Trade Secrets, know-how, technology, Confidential Information, ideas, Copyrights, Trademarks, and Service Marks of the Employer or the Church and any and all rights, applications, and registrations relating to them.

Patent is a written document securing to an inventor or to his or her assignee, for a term of years, the right to exclude others from making, using, selling, or importing his or her invention.

Service Mark is any word, symbol, name, or device, or any combination thereof, that is adopted and used by its owner to identify the owner's services or to distinguish them from the services of another.

Trademark is any word, symbol, name, or device, or any combination thereof, that is adopted and used by its owner to identify the owner's goods or to distinguish them from the goods of another.

Trade Secret is any formula, pattern, device, or compilation of information that is used in one's business and that gives one an opportunity to obtain advantage over others who do not know or use it.

Work Products are any and all employee-generated materials, including but not limited to all Intellectual Property or part thereof, that are conceived, developed, reduced to practice, produced, or created by you or another person in the course of your or their employment by the Employer. Work Products include memos, papers, letters, records, reports, summaries, audio or video recordings, written materials, graphics, artistic or musical creations, theatrical scripts or productions, architectural designs or plans, computer programs or codes, and any other work, including all materials that are:

- a. conceived, developed, reduced to practice, produced, or created as assigned or requested within the scope of your employment;
- b. conceived, developed, reduced to practice, produced, or created on the Employer's time;
- c. conceived, developed, reduced to practice, produced, or created with the aid, assistance, or use of any of the Employer's property, equipment, facilities, supplies, resources, or Intellectual Property;
- d. the result of any work, services, or duties performed by you for the Employer, including notes or other recordings of instruction or meetings that are related to your work or your working environment; or
- e. related to the current or demonstrably anticipated operations, programs, functions, organization, procedures, administration, ecclesiastical activities or practices, business, research, development, industry, or trade of the Employer.

Explanation

Please note that not all of the benefits and obligations of both you and the Employer are enumerated in the Agreement or this Disclosure. Others, such as your specific responsibilities within your assigned department, will be explained to you over the course of time by your supervisor. Your supervisor, manager, or director is not authorized to amend this Agreement.

The numbered paragraphs in the Agreement correspond to the numbered explanations below.

1. None.
- 2 and 3. Because there is a broad range of employment duties, management styles of supervisors, work environments, and so forth, the type and quantity of Work Products produced by employees differs greatly. Some of the Work Products that you produce during your employment with the Employer may have some independent value other than the immediate application to the needs and concerns they presently address. In an attempt to identify, preserve, and protect that independent value, the Employer requires that its employees keep their supervisors informed of what they are doing. This applies particularly to ecclesiastical activities or assignments,

Disclosure Concerning Work Products and Confidential Information

administrative operations or programs, methods, processes, devices, or the like that record, memorialize, or affect your assignments, increase productivity, or add other benefits to your work.

4. All employees who create Work Products are required to assign their interest, if any, in those Work Products to the Employer. As used in the Agreement, assign is a legal term for transfer of ownership. Thus, by agreeing to assign all "right, title, and interest" in your Work Products to the Employer, you are transferring whatever ownership interest you may have to the Employer, not merely sharing it with the Employer. As legal owner of your Work Products, the Employer is entitled to control them as it deems appropriate.

Original creations or inventions by you that do not qualify as Work Products are not claimed by the Employer as Employer-owned. Hence, any creation by you of anything that is not within the scope of your employment by the Employer; is not on the Employer's time; does not use the Employer's equipment; is not a result of the work, services, or duties you perform for the Employer; or is not related to the current or future business of the Employer will be your own.

IMPORTANT: If you have created or invented anything prior to your employment with the Employer of which you desire to maintain ownership and which you believe might be considered a Work Product under the Agreement, please attach a description to the Agreement.

5. The Employer may choose to protect Work Products as Intellectual Property. Some forms of Intellectual Property, as defined above, are Patents, Trademarks and Service Marks, Copyrights, and Trade Secrets. In order to preserve or perfect its rights in Intellectual Property, the Employer may need to follow certain formalities, such as filing an application, rendering appropriate notice, and ensuring that certain guidelines are followed. By agreeing to cooperate with the Employer, you are agreeing to do such things as promptly sign necessary documents, provide detailed disclosures, and follow indicated guidelines. Please note that the costs of your cooperation (your time and expenses) will be borne by the Employer.
6. As an employee of the Employer, you may have access to Confidential Information (as defined above) regarding the Employer, the Church, or their operations. It is imperative that this Confidential Information remain confidential. By signing the Agreement, you are agreeing not to disclose Confidential Information to others without the prior written consent of the Employer. Even seemingly innocent uses of Confidential Information, such as in private conversations with others, personal notes of meetings, and entries in planners, journals, or booklets, must be avoided. Please recognize that such dissemination may jeopardize the ability of the Employer and affiliated entities to legally protect Confidential Information or to properly carry out the mission of the Church.

If you have questions about what constitutes Confidential Information or how it should be handled in a given situation, please direct those questions to your supervisor. If your supervisor has questions, he or she should seek the answers from an appropriate authorized source. **If, under any circumstances, you have a question about Confidential Information, please ask for directions before acting.**

Your responsibility not to disclose Confidential Information extends beyond your term of employment with the Employer. Although you will be required to return to the Employer any

physical embodiments of Confidential Information (such as documents, computer programs and databases, and recordings) upon termination, completion, or other end of your employment for any reason, including death, as indicated in paragraph 7 of the Agreement, you and your family or heirs will be under an ongoing obligation not to use Confidential Information.

You may be authorized or required, within the scope of your employment responsibilities, to disclose Confidential Information to others. In this case, it is your duty to apprise those to whom the Confidential Information is disclosed that they are under the same obligations of confidentiality that you are under. If you have questions about whether others are under similar obligations, please direct those questions to your supervisor. Do not disclose Confidential Information unless or until your questions have been answered to your satisfaction.

7. Under the Agreement, it is your duty to return to the Employer any and all embodiments of Work Products and Confidential Information upon the termination, completion, or other end of your employment with the Employer for any reason. If your employment is terminated by your death, your family or heirs have the duty to return Work Products and Confidential Information to the Employer. Work Products and Confidential Information, as defined above, include items such as documents, notes, memoranda, journal entries, planner notes, computer programs and databases, and physical objects, regardless of the form. Under paragraph 7 of the Agreement, your duty or that of your family or heirs pertains to Work Products and Confidential Information that are in your possession or under your control at the time of termination.
8. Every state in the United States and every foreign country has its own set of laws and its own judicial bodies that interpret those laws. Many jurisdictions conflict with each other on various points of codified and judicially interpreted law. To avoid conflicts between jurisdictions, the Agreement and this Disclosure establish that the laws governing them are the laws of the State of Utah.

The Agreement and this Disclosure are the only binding agreement you have with the Employer regarding Work Products and Confidential Information created by or made available to you as an employee of the Employer. If you have signed any other agreement that is similar in nature, then the Agreement and this Disclosure are deemed to supersede that agreement. The Agreement in no way modifies the at-will status of your employment with the Employer.

9. The Agreement and this Disclosure are considered to be in effect and therefore binding on you as of your start date as an employee. Your start date may or may not be the date that you signed the Agreement, and it may or may not be the date that you actually started work for the Employer. If you are not aware of your employment start date, your department's human resource representative can assist you.

If you have any questions or comments regarding the Agreement or this Disclosure after reading both documents, please ask those questions and obtain satisfactory answers before you sign the Agreement.

Commission for Creative Works Agreement

INTELLECTUAL PROPERTY OFFICE
50 E NORTH TEMPLE ST RM 1888
SALT LAKE CITY UT 84150-3011
Telephone 1-801-240-3959
Fax 1-801-240-1187
cor-intellectualproperty@ldschurch.org

File number (optional)

IPO number

Parties to Agreement

This Commission for Creative Works Agreement (hereinafter, "Agreement") is an agreement between Intellectual Reserve, Inc. ("IRI"), and

Creator of the work ("Creator")

Taxpayer identification number

Address

Telephone with area code

Production Requirements

The parties named above agree to produce a creative work in accordance with the following:

Publication or project title	Item number	Date ordered
Article title	Issue date	Type of creative work required
Review schedule	Final deadline	Fee to be paid by IRI

Ordered by

Detailed description of the work

Terms and Conditions

In consideration of the mutual promises and covenants hereinafter contained, and for other good and valuable consideration, Creator and IRI hereby agree:

1. Creator agrees to create, develop, and/or assist in the creation and/or development of certain materials for use by or on behalf of IRI, namely, the original work(s) described above (hereinafter referred to as the "Work").
2. As compensation in full for services rendered under this Agreement, IRI agrees to pay Creator the one-time fee specified above. Creator shall be an independent contractor and not an employee of IRI. Creator agrees that no further compensation is due Creator under this Agreement.
3. Creator hereby acknowledges and agrees that all materials of every kind created or furnished by Creator and all results and proceeds of every kind of the services rendered by Creator under this Agreement, including, without limitation, the original, physical embodiment of the Work and all ideas, suggestions, and other material (all such materials and all such results and proceeds being sometimes collectively referred to herein as the "Material"), are and shall be deemed to be "works made for hire" specially ordered or commissioned by IRI. Accordingly, IRI

is and shall be considered to be the author of the Material and, at all stages of completion, the sole and exclusive owner throughout the universe in perpetuity of the Material and of all right, title, and interest therein, including all copyrights therein, all renewals and extensions of such copyrights, and all other ownership and exploitation rights of any kind, nature, or description in, to, and with respect to the Material that may be secured under the laws now or hereafter in effect in the United States of America or any other jurisdiction (collectively, the "Rights"). The Rights shall include, without limitation, (a) the right to authorize, prohibit, and/or control the production, reproduction, fixation, adaptation, distribution, renting, lending, performance, broadcasting, communication to the public, and other exploitation of the Material in any and all media and languages and by any and all means now known or hereafter devised and (b) the right to make such changes therein and such uses and dispositions thereof as IRI in its sole discretion may deem necessary or desirable. If and to the extent that under any applicable law the Material is not deemed a work

Project Information

Owner	Project title, or publication and article title	File number (if assigned)
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Terms and Conditions—continued

- made for hire for IRI or IRI is not deemed to be the author of the Material and the sole and exclusive owner of the Material and of all right, title, and interest therein (including all of the Rights), then to the fullest extent allowable and for the full term of protection otherwise accorded Creator under such applicable law, Creator hereby irrevocably grants, assigns, and licenses to IRI throughout the universe in perpetuity all of the Rights and, in connection therewith, all right, title, and interest of Creator in, to, and with respect to the Work and to any other works now or hereafter created containing the Material. Upon request and without further compensation, Creator will, at IRI's expense, take all reasonable steps necessary to enable IRI to perfect and record IRI's ownership rights.
4. Creator agrees to allow reasonable access for review as requested by IRI during the creation of the Work. The parties agree that IRI may terminate this Agreement, without cause, at any time prior to the completion of the Work. Should such termination occur, IRI shall pay Creator a percentage of the total compensation noted above equal to the proration of time and materials expended up to such date. The parties agree that Creator may terminate this Agreement, without cause, at any time prior to completion of the Work. Should such termination occur, Creator shall forfeit all compensation but retain all Rights to and ownership in the Work.
5. Creator agrees that Creator may not publish, distribute, or otherwise disseminate in any form or by any means the Work or any part thereof without the prior written approval of IRI. Upon completion of Creator's services under this Agreement, Creator shall promptly deliver to IRI the original, physical embodiment of the Work and all copies of any part thereof in any form. Notwithstanding any other provision of this Agreement, IRI shall have no obligation to actually utilize the Work or any part thereof.
6. To the full extent permitted by law, Creator hereby waives, forever and throughout the universe, any and all so-called "moral rights" now or hereafter recognized with respect to the Work and to each and every part thereof for any and all now known or hereafter existing uses, media, and/or forms, including, without limitation, any and all rights of Creator arising under Section 106A of the U.S. Copyright Act (entitled "Rights of Certain Authors to Attribution and Integrity"). Creator acknowledges and agrees that IRI, as a matter of policy, does not accord credit to any person involved in the creation of any of its creative works. Accordingly, Creator will not receive a credit on or in connection with the Work.
7. Unless Creator has received IRI's prior written approval, Creator shall not issue or authorize the publication of any news story or publicity relating to the Work, this Agreement, Creator's performance of services hereunder, or IRI, except that Creator shall be entitled to issue personal publicity relating solely to Creator, which publicity may make incidental references to the Work or IRI, so long as such references are not derogatory.
8. Creator represents and warrants to IRI that Creator is free to enter into this Agreement and that Creator's performance hereunder will not conflict with any other agreement or understanding to which Creator may be a party. Creator further represents and warrants that the Work is an original work of authorship, is clear of any claims or encumbrances, and does not infringe on the rights of any third parties. In the event of any claims made by third parties, Creator agrees to defend and indemnify IRI and to hold IRI harmless from any costs, expenses, and/or losses, including reasonable attorney's fees and costs, incurred as a result of a breach by Creator of any representation or warranty made in this Agreement.
9. Creator hereby acknowledges and agrees that in the event of any breach or alleged breach by IRI of any of its obligations to Creator, Creator shall be limited to Creator's remedies at law for damages and shall not be entitled to terminate or rescind this Agreement, to seek equitable or injunctive relief, or to enjoin, restrain, or otherwise interfere with the production, marketing, distribution, exhibition, performance, display, reproduction, use, or other exploitation of the Work or any part thereof. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, heirs, assigns, and legal representatives and shall be governed by and construed in accordance with the laws of the State of Utah, excluding conflict-of-law principles. If any dispute arises out of or relates to this Agreement, or if either party believes the other party has breached this Agreement, the parties shall use their best efforts to settle such dispute through correspondence, mutual consultation, and other mediating efforts. If the parties are unable to resolve their dispute in this manner, both parties agree to the jurisdiction of the courts in the State of Utah for purposes of any action instituted pursuant to this Agreement.

This Agreement is not valid until signed by an officer of Intellectual Reserve, Inc.

In Witness Whereof

The parties have affixed their signatures to this Agreement.

Intellectual Reserve, Inc.	Date
X	
Creator	Date
X	

For IRI Internal Use Only

Department or organization to be charged (commissioning organization)	Approval of commissioning organization
Account code	X

INDEX OF APPROVED SPECIFIC COMMISSION AGREEMENTS

This index provides a list of standard agreements that have been approved for use by the Office of General Counsel ("OGC") and the Intellectual Property Office ("IPO") for specific departments and organizations when IRI, or other authorized Church legal entities, contract with individuals or organizations and receive certain rights to works created as a result of that agreement.

If a department or organization uses one of these agreements with no substantive changes, the agreement can be used with no additional legal review required. If a representative of IRI must sign the agreement, the department or organization using the agreement should contact the IPO. If changes are made to the agreement or if the agreement will be used in a country that is different from the country for which the agreement was originally drafted, the agreement should be reviewed and localized, as necessary, by the OGC. In addition, any agreements characterized as "international standards" or "international versions" should be reviewed by the OGC to determine the extent of localization necessary under the circumstances. The department or organization using the agreement should ensure that the version of agreement they are using is the most current version approved by the OGC. Any questions in this regard should be directed to the IPO.

Audio Visual Department

<u>Name of Agreement</u>	<u>Date Last Revised</u>
Director Agreement	April 10, 2001
Director Loan-Out Agreement	November 18, 2002
Invoice & Talent Release	September 15, 2003
Audition Form	October 15, 2002
Talent Data Sheet	October 15, 2002
Extra Deal Agreement	April 10, 2001
Volunteer Talent Waiver Agreement	April 10, 2001
Crew Deal Memo	April 2, 2003
Independent Contractor Agreement	April 10, 2001
Independent Contractor Agreement International version	April 10, 2001
Writer Agreement	April 10, 2001
Writer Loan-Out Agreement	April 10, 2001
Writer's Certificate of Authorship	April 10, 2001
Writer's Certificate of Authorship (Loan-Out)	April 10, 2001
Composer Agreement	January 31, 2003
Composer Loan-Out Agreement	April 10, 2001
Commissioned Art Agreement	April 10, 2001
Individual Producer Agreement	April 10, 2001
Individual Producer Loan-Out Agreement	April 10, 2001
Line Producer Agreement	April 10, 2001
Line Producer Loan-Out Agreement	April 10, 2001
Personal Standards Commitment	April 10, 2001
Performer's Consent to Dubbing	April 10, 2001
Consent and Release Agreement	April 10, 2001
Location Agreement	April 10, 2001
Rental Agreement	April 10, 2001
Film Clip Clearance Agreement	April 10, 2001
Master Use License Agreement	April 10, 2001
Synchronization License Agreement	April 10, 2001
Option Book Agreement	April 10, 2001
Short-Form Option Book Agreement	April 10, 2001
Option Screenplay Agreement	April 10, 2001

Option Screenplay Loan-Out Agreement	April 10, 2001
Short-Form Option Screenplay Agreement	April 10, 2001
Short-Form Option Screenplay Loan-Out Agreement	April 10, 2001
Inducement	April 10, 2001
Soundtrack Recording Agreement	April 10, 2001
Soundtrack Recording Loan-Out Agreement	April 10, 2001

Curriculum

<u>Name of Agreement</u>	<u>Date Last Revised</u>
Submission Agreement	September 13, 2000

Family and Church History

<u>Name of Agreement</u>	<u>Date Last Revised</u>
Donations Agreement	October 3, 2003
Museum-Incoming Loan/Custody Agreement	July 18, 2003
Purchasing Agreement	October 3, 2003
Expanded Usage Agreement	October 25, 2002
Microfilm Agreement	September 21, 2001
Microfilm Scanning Agreement	September 21, 2001
Oral Interview Agreement	August 17, 2001

Mormon Tabernacle Choir

<u>Name of Agreement</u>	<u>Date Last Revised</u>
Performance Services Agreement	July 22, 2002

Translation

<u>Name of Agreement</u>	<u>Date Last Revised</u>
Translation Services Agreement	August 23, 2000
Translation Services Agreement – International Version	November 21, 2000

Creative Works Assignment

INTELLECTUAL PROPERTY OFFICE
50 E NORTH TEMPLE ST RM 1888
SALT LAKE CITY UT 84150-3011
Telephone 1-801-240-3959
Fax 1-801-240-1187
cor-intellectualproperty@ldschurch.org

File number (optional)

IPO number

Parties to Agreement

This Creative Works Assignment (hereinafter, "Agreement") is an agreement between Intellectual Reserve, Inc. ("IRI"), and

Owner or agent ("Owner")

Address

Telephone with area code

The Work Being Assigned

Title of the work

Type of creative work

Creator of the work ("Creator")

License fee to be paid by IRI

Production Requirements

The parties named above agree to produce a creative work in accordance with the following:

Publication or project title

Item number

Article title

Issue date

Ordered by

Date ordered

Review schedule

Final deadline

Detailed description of the work

Terms and Conditions

In consideration of the mutual promises and covenants hereinafter contained, and for other good and valuable consideration, Owner and IRI hereby agree:

1. To the fullest extent allowable and for the full term of protection otherwise accorded Owner under applicable law, Owner hereby irrevocably grants, transfers, and assigns to IRI throughout the universe in perpetuity all right, title, and interest of, in, to, and with respect to the creative work(s) described above (hereinafter referred to as the "Work"), including the original, physical embodiment of the Work, all copyrights therein, all renewals and extensions of such copyrights, and all other ownership and exploitation rights of any kind, nature, or description in, to, and with respect to the Work that may be secured under the laws now or hereafter in effect in the United States of America or any other jurisdiction (collectively, the "Rights"). The Rights shall include, without limitation, (a) the right to authorize, prohibit, and/or control the production, reproduction, fixation, adaptation, distribution, renting, lending, performance, broadcasting, communication to the public, and other exploitation of the Work in any and all media, in any and all languages, and by any and all means now known or hereafter devised and (b) the right to make such changes therein and such uses and dispositions thereof as IRI in its sole discretion may deem necessary or desirable. Upon request and without further compensation, Owner will, at IRI's expense, take all reasonable steps necessary to enable IRI to perfect and record IRI's ownership rights.
2. As compensation in full for the Rights conveyed to IRI under this Agreement, IRI agrees to pay Owner the one-time license fee specified above. Owner agrees that no further compensation is due Owner under this Agreement.
3. Owner agrees that Owner may not publish, distribute, or otherwise disseminate in any form or by any means the Work or any part thereof without the prior written approval of IRI. Notwithstanding any other provision of this Agreement, IRI shall have no obligation to actually utilize the Work or any part thereof.

Project Information

Owner	File number (if assigned)
Title of the work	IPO number

Terms and Conditions—continued

4. To the full extent permitted by law, Owner hereby waives, forever and throughout the universe, any and all so-called “moral rights” now or hereafter recognized with respect to the Work and to each and every part thereof for any and all now known or hereafter existing uses, media, and/or forms, including, without limitation, any and all rights of Owner arising under Section 106A of the U.S. Copyright Act (entitled “Rights of Certain Authors to Attribution and Integrity”). Owner acknowledges and agrees that IRI, as a matter of policy, does not accord credit in connection with its use of creative works. Accordingly, neither Owner nor Creator will receive a credit on or in connection with the Work or the Rights.
5. Unless Owner has received IRI’s prior written approval, Owner shall not issue or authorize the publication of any news story or publicity relating to the Work, this Agreement, or IRI, except that Owner shall be entitled to issue personal publicity relating solely to Owner, which publicity may make incidental references to the Work or IRI, so long as such references are not derogatory.
6. Owner represents and warrants to IRI that Owner is the true and lawful owner of the Rights conveyed to IRI hereunder, that Owner is free to enter into this Agreement, and that Owner’s performance hereunder will not conflict with any other agreement or understanding to which Owner may be a party. Owner further represents and warrants that the Work is clear of any claims or encumbrances and does not infringe on the rights of any third parties. In the event of any claims made by third parties, Owner agrees to defend and indemnify IRI and to hold IRI harmless from any costs, expenses, and/or losses, including reasonable attorney’s fees and costs, incurred as a result of a breach by Owner of any representation or warranty made in this Agreement.
7. Owner hereby acknowledges and agrees that in the event of any breach or alleged breach by IRI of any of its obligations to Owner, Owner shall be limited to Owner’s remedies at law for damages and shall not be entitled to terminate or rescind this Agreement, to seek equitable or injunctive relief, or to enjoin, restrain, or otherwise interfere with the production, marketing, distribution, exhibition, performance, display, reproduction, use, or other exploitation of the Work or any part thereof. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, heirs, assigns, and legal representatives and shall be governed by and construed in accordance with the laws of the State of Utah, excluding conflict-of-law principles. If any dispute arises out of or relates to this Agreement, or if either party believes the other party has breached this Agreement, the parties shall use their best efforts to settle such dispute through correspondence, mutual consultation, and other mediating efforts. If the parties are unable to resolve their dispute in this manner, both parties agree to the jurisdiction of the courts in the State of Utah for purposes of any action instituted pursuant to this Agreement.
- This Agreement is not valid until signed by an officer of Intellectual Reserve, Inc.***

In Witness Whereof

The parties have affixed their signatures to this Agreement.

Intellectual Reserve, Inc.	Date
X	
Owner	Date
X	

For IRI Internal Use Only

Department or organization to be charged (requesting organization)	Approval of requesting organization
Account code	X

Creative Works Unlimited License

INTELLECTUAL PROPERTY OFFICE
50 E NORTH TEMPLE ST RM 1888
SALT LAKE CITY UT 84150-3011
Telephone 1-801-240-3959
Fax 1-801-240-1187
cor-intellectualproperty@ldschurch.org

File number (optional)

IPO number

Parties to Agreement

This Creative Works Unlimited License (hereinafter, "Agreement") is an agreement between Intellectual Reserve, Inc. ("IRI"), and

Owner or agent ("Owner")

Address

Telephone with area code

The Work Being Licensed

Title of the work

Type of creative work

Creator of the work ("Creator")

License fee to be paid by IRI

Production Requirements

The parties named above agree to produce a creative work in accordance with the following:

Publication or project title

Item number

Article title

Issue date

Ordered by

Date ordered

Review schedule

Final deadline

Detailed description of the work

Terms and Conditions

In consideration of the mutual promises and covenants hereinafter contained, and for other good and valuable consideration, Owner and IRI hereby agree:

1. The parties agree that Owner does now own and shall continue to own the copyright in the creative work(s) described above (hereinafter referred to as the "Work"), which Work is licensed hereunder, and therefore may freely exploit the Work. However, Owner agrees that Owner's activities shall not interfere with IRI's present and future uses under this Agreement.
2. For the full term of protection accorded Owner under applicable law, Owner hereby irrevocably grants to IRI throughout the universe in perpetuity (a) the unlimited right and license to freely and discretionarily use the Work, including, without limitation, the right to produce, reproduce, fix, adapt, prepare derivative works from, distribute, rent, lend, perform, display, broadcast, communicate to the public, and otherwise exploit the Work, either in whole or in part, in any and all media and languages, in unlimited number, and by any and all means now known or hereafter devised; (b) the right to freely alter, crop, edit, modify, or adapt the Work and/or to incorporate the Work into other works and make such other changes therein and such uses and dispositions thereof as IRI in its sole discretion may deem necessary or desirable; and (c) the right to freely sublicense others to do any or all of the foregoing. Upon request and without further compensation, Owner will, at IRI's expense, take all reasonable steps necessary to enable IRI to perfect and record IRI's rights hereunder. Notwithstanding any other provision of this Agreement, IRI shall have no obligation to actually utilize the Work or any part thereof.
3. As compensation in full for the rights conveyed to IRI under this Agreement, IRI agrees to pay Owner the one-time license fee specified above. Owner agrees that no further compensation is due Owner under this Agreement.

Project Information

Owner	File number (if assigned)
Title of the work	IPO number

Terms and Conditions—continued

4. To the full extent permitted by law, Owner hereby waives, forever and throughout the universe, any and all so-called "moral rights" now or hereafter recognized with respect to the Work and to each and every part thereof for any and all now known or hereafter existing uses, media, and/or forms, including, without limitation, any and all rights of Owner arising under Section 106A of the U.S. Copyright Act (entitled "Rights of Certain Authors to Attribution and Integrity"). Owner acknowledges and agrees that IRI, as a matter of policy, does not accord credit in connection with its use of creative works. Accordingly, neither Owner nor Creator will receive a credit on or in connection with IRI's use of the Work.
5. Unless Owner has received IRI's prior written approval, Owner shall not issue or authorize the publication of any news story or publicity relating to this Agreement or IRI. Neither Owner nor any third party controlled or licensed by or otherwise affiliated with Owner (hereinafter, "Third Party") shall state or imply any approval, sponsorship, or endorsement by IRI of the Work or of Owner or Owner's activities, nor shall Owner or any Third Party allow any statement or inference of such approval, sponsorship, or endorsement to continue, whether such approval, sponsorship, or endorsement is stated or implied to derive from IRI or to result from IRI's use or sublicense of the Work.
6. Owner represents and warrants to IRI that Owner is the true and lawful owner of the rights conveyed to IRI hereunder, that Owner is free to enter into this Agreement, and that Owner's performance hereunder will not conflict with any other agreement or understanding to which Owner may be a party. Owner further represents and warrants that the Work is clear of any claims or encumbrances and does not infringe on the rights of any third parties. In the event of any claims made by third parties, Owner agrees to defend and indemnify IRI and to hold IRI harmless from any costs, expenses, and/or losses, including reasonable attorney's fees and costs, incurred as a result of a breach by Owner of any representation or warranty made in this Agreement.
7. Owner hereby acknowledges and agrees that in the event of any breach or alleged breach by IRI of any of its obligations to Owner, Owner shall be limited to Owner's remedies at law for damages and shall not be entitled to terminate or rescind this Agreement, to seek equitable or injunctive relief, or to enjoin, restrain, or otherwise interfere with the production, marketing, distribution, exhibition, performance, display, reproduction, use, or other exploitation of the Work or any part thereof. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, heirs, assigns, and legal representatives and shall be governed by and construed in accordance with the laws of the State of Utah, excluding conflict-of-law principles. If any dispute arises out of or relates to this Agreement, or if either party believes the other party has breached this Agreement, the parties shall use their best efforts to settle such dispute through correspondence, mutual consultation, and other mediating efforts. If the parties are unable to resolve their dispute in this manner, both parties agree to the jurisdiction of the courts in the State of Utah for purposes of any action instituted pursuant to this Agreement.

This Agreement is not valid until signed by an officer of Intellectual Reserve, Inc.

In Witness Whereof

The parties have affixed their signatures to this Agreement.

Intellectual Reserve, Inc.	Date
X Owner	Date
X	

For IRI Internal Use Only

Department or organization to be charged (requesting organization)	Approval of requesting organization
Account code	X

Intellectual Property Report—Publications

INTELLECTUAL PROPERTY OFFICE
50 E NORTH TEMPLE ST RM 1888
SALT LAKE CITY UT 84150-3011

Telephone 1-801-240-3959
Fax 1-801-240-1187
cor-intellectualproperty@ldschurch.org

This report contains _____
total pages.

The department contact (originator or product manager) for a publication uses this form to record copyright ownership and permission information for items such as art, photographs, music, poems, or maps used in a Church publication. The form must list **all music, images, or illustrations used in the publication**, and all text not already covered by Church copyright. See the

“Copyrights, Permissions, and Publishing Information” section of the *Style Guide for Publications of The Church of Jesus Christ of Latter-day Saints* for information about responsibilities of originators, determining whether permission is required, selecting from available sources, use of Church-sponsored materials, and use of privately owned materials.

The department contact should consult with the designer or editor to obtain the necessary information to complete this form. The completed form is to be filed with the Intellectual Property Office.

Please type or print all information. Attach additional copies of the last page as needed.

Project Information

Title of publication		Originating organization	
Item number	Item number(s) of associated formats	Department contact (originator or product manager)	Telephone or extension

Copyright Information

Type of material (art, photograph, music, poem, map, and so on)	Description or title	Name of creator (artist, photographer, com- poser, author, and so on)	Reference number (VRL BIB number or TeleScope™ file name)	VRL copyright code* (name of copyright owner, if no code is available)	Contract number (attach the original contract if the item is new, if the item is not in TeleScope or in the VRL database, or if the VRL copyright code is 1)

Signatures

Department contact (signature indicates that this report is complete and accurate)	Date signed
Designer (signature indicates that the information from TeleScope or the VRL database is accurate)	Date signed
Editor (signature indicates that this report is complete)	Date signed
Intellectual Property Office (signature indicates approval)	Date signed

Title of publication	Item number
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[illegible]

The Intellectual Property Office (IPO) and the Visual Resources Library (VRL) use the following codes to indicate copyright status. However, not all copyright contracts have been negotiated to fall under these categories. **Please check every contract for assignment of rights to IRI or for any restrictions or exceptions.** If you have questions, contact the IPO.

Copyright code	Definition of copyright code	Copyright code	Definition of copyright code
0	The copyright owner is Intellectual Reserve, Inc. The Church may use the item in any and all Church publications, programs, or other uses as determined by the Church.	7	The copyright has expired. The item is considered to be in the public domain and is available without restriction.
1	The copyright owner is someone other than Intellectual Reserve, Inc. The permission of the copyright owner is required for each use of the item by the Church. (Usually a new contract must be negotiated for each use.)	8	The copyright owner is someone other than Intellectual Reserve, Inc. However, the copyright owner has granted permission for certain uses (at no additional cost) with some restrictions. This code is used for stock images, music, or video elements.
4	The copyright owner is someone other than Intellectual Reserve, Inc. However, the copyright owner has granted permission for unlimited Church use of the item, excluding private or commercial use.	9	The copyright owner is someone other than Intellectual Reserve, Inc. However, the copyright owner has granted permission for unlimited Church use of the item. This code differs from 4 by allowing private or commercial use if the use is in the Church's interest.
5	The copyright owner is unknown. The item is not available for Church use unless copyright ownership can be ascertained.	10	The copyright owner may be different for each independent image included in this composite image. Therefore, use of the composite image may be limited by restrictions connected with even one of its independent images. Each independent image should be cataloged using one of the foregoing copyright codes. List each independent image separately, and check the copyright status of each independent image before using the composite image.
6	Non-Church publication. This code pertains to printing assets, such as purchased books that are made available for reference only. A new contract must be negotiated for each use.		

**Special Policies for
Addresses Given by General Authorities and General Officers of
The Church of Jesus Christ of Latter-day Saints**

1. **Ownership.** Pursuant to agreements signed by General Authorities and General Officers of The Church of Jesus Christ of Latter-day Saints (the “Church”), Intellectual Reserve Inc. and/or other legal entities institutionally affiliated with the Church (collectively referred to as “IRI”) owns all copyrights to talks, speeches and addresses (collectively referred to as “Addresses”) given by General Authorities or General Officers when those Addresses are given within the scope of that individual’s position within the Church (the “Authorized Address(es)”). IRI does not own copyrights to Addresses that General Authorities or General Officers give to private family functions or other personal gatherings when the Addresses are not within the scope of that individual’s position in the Church. IRI’s ownership to Authorized Addresses survives the General Authority’s or General Officer’s death so that IRI remains the copyright owner of these Addresses. The heirs of a deceased General Authority or General Officer do not own copyrights to any Authorized Addresses made while the General Authority or General Officer was living and do not have legal rights to use, or grant third parties permission to use, these Authorized Addresses.
2. **Permission Procedure.** Requests to use Authorized Addresses should generally follow the Intellectual Property Policies of the Intellectual Property Office (the “IPO”) of the Correlation Department (the “IP Policies”). In addition, the following special conditions may apply:
 - a. *Requests by Church Departments, Organizations and Entities.* In determining whether to grant or deny approval to Church Departments to use Authorized Addresses, the Correlation Department should consider, among other things: (i) the topic of the Authorized Address, including any sensitive or confidential issues relating to the same; (ii) whether the Authorized Address has previously been published and the scope of its past distribution; (iii) whether the General Authority or General Officer who gave the Authorized Address has consented to the requested use; and (iv) the nature of the proposed use of the Authorized Address and its projected distribution. If the Correlation Department has reservations or concerns about granting or denying rights to use an Authorized Address in Church materials, the First Presidency should be consulted for help to resolve these reservations or concerns.
 - b. *Requests by Third Parties.* In determining whether to grant or deny approval to outside third parties to use Authorized Addresses, the IPO should consider the same factors that it considers when determining whether to approve or deny other copyright requests by outside third parties, as contained in the IP Policies. In addition, the IPO should consider: (i) whether the General Authority or General Officer who gave the Authorized Address has consented to the requested use; and (ii) whether the proposed product that will incorporate the Authorized Address consists almost entirely of General Authority or General Officer quotations or dominantly focuses on, or receives its predominant value from,

General Authority or General Officer quotations. If the IPO has reservations or concerns about granting or denying rights to third parties to use an Authorized Address, the First Presidency should be consulted for help to resolve these reservations or concerns.

Unless otherwise requested by the First Presidency, the IPO will generally deny requests made by third parties to use previously unpublished Authorized Addresses, such as addresses delivered at stake conferences, temple dedications, leadership meetings, temple and mission presidents' seminars, and large gatherings of missionaries, as well as requests made by third parties to use Authorized Addresses when the proposed work consists entirely of General Authority or General Officer quotations or when the work's dominant focus or predominant value is General Authority or General Officer quotations.

- c. *Requests by General Authorities or General Officers.* Requests by a General Authority or General Officer to publish his or her own Authorized Address should be granted or denied directly by the First Presidency. As necessary, the IPO may be asked to help coordinate such requests.
- d. *Requests by Public Organizations to use Authorized Addresses.* From time to time, a General Authority or General Officer may be assigned by the First Presidency to speak to a group or organization that has its own publication and distribution system and recognized publication rights, such as a congressional hearing, a national or international group, or other private organizations. In these circumstances, advance approval to publish the Authorized Address may be obtained from the First Presidency. Once this advance approval has been given, the General Authority or General Officer giving the Authorized Address may personally consent to its publication and distribution.

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the "Agreement") is entered into and is effective as of this _____ day of _____, 20____ (the "Effective Date"), by and between Corporation of the President of The Church of Jesus Christ of Latter-day Saints ("COP"), a Utah corporation sole, and _____ (the "Second Party"), a _____.

1. Confidential Information; Means of Disclosure and Identification; Exclusions.

(a) The Second Party, as "Disclosing Party," plans to disclose to COP, as "Recipient," certain information regarding _____ and related technologies, namely:

- 1) _____;
- 2) _____; and
- 3) _____.

(b) COP, as "Disclosing Party," plans to disclose to the "Second Party," as "Recipient," certain information regarding _____ and related technologies, namely:

- 1) _____;
- 2) _____; and
- 3) _____.

(c) For purposes of this Agreement, COP and the Second Party agree that "Confidential Information" shall mean, and shall be limited to, the information identified in paragraphs 1(a) and 1(b) above that is disclosed in accordance with this Agreement.

(d) All disclosures of Confidential Information pursuant to this Agreement shall be made by or under the supervision of the "Principal Contacts." The Principal Contacts for the parties are identified at the end of this Agreement. Each party may change its Principal Contact at any time and from time to time during the term of this Agreement by notifying the Principal Contact of the other party in writing at the designated address.

(e) Confidential Information may be disclosed orally or in writing. Oral disclosures of Confidential Information shall be noted as such at the time of disclosure and shall, within 30 days after disclosure, be summarized in a writing provided to the Principal Contact for the Recipient. Written disclosures of Confidential Information, and written summaries of Confidential Information which have previously been disclosed orally, shall be marked "Confidential Information of [the Disclosing Party]."

(f) For purposes of this Agreement, Confidential Information shall not include, and the obligations herein shall not apply to, information that: (i) is now or subsequently becomes generally available to the public through no fault of Recipient; (ii) Recipient can demonstrate was rightfully in its possession prior to disclosure to Recipient by Disclosing Party; (iii) is independently developed by Recipient without the use of any Confidential Information provided by Disclosing Party; (iv) Recipient rightfully obtains from a third party who has the right, without obligation to Disclosing Party, to transfer or disclose such information.

2. Confidentiality Obligations.

(a) Recipient shall use commercially reasonable efforts to protect the confidentiality of the Confidential Information it receives from the Disclosing Party, at least equivalent to the degree of care Recipient uses to protect its own similar Confidential Information.

(b) Recipient may, in addition, use or disclose Confidential Information if: (i) required by any request or order of any government authority, provided that Recipient shall first attempt to notify Disclosing Party of such requirement and, to the extent reasonable, permit Disclosing Party to contest

such requirement; (ii) otherwise required by law; or (iii) necessary to establish its rights under this Agreement.

3. Right to Disclose. Disclosing Party warrants that it has the right to disclose the Confidential Information to Recipient. Otherwise, all information is provided "AS IS" and without any warranty, express, implied or otherwise, regarding its accuracy or performance.

4. Return. Promptly upon Disclosing Party's request, Recipient will either return or, if requested by Disclosing Party, destroy all copies of any media or materials containing Confidential Information of Disclosing Party, including but not limited to all computer programs, documentation, notes, plans, drawings, and copies thereof; provided that Recipient may, if it so notifies Disclosing Party, retain a limited number of copies for archival purposes only for reference with respect to the prior dealings between the parties.

5. Term. The term of this Agreement shall commence as of the Effective Date set forth above and shall end three (3) years after such date.

6. No Implied License. No rights or licenses under copyright, patent or trademark of the Disclosing Party are granted or implied by either a confidential or non-confidential disclosure, except that Recipient may make a reasonable number of copies of documents in order to carry out the purpose for which use of the Confidential Information is authorized by the Disclosing Party.

7. Reservation of Rights. Notwithstanding anything in this Agreement to the contrary, Recipient shall be free to use for any purposes the Residuals resulting from access to or work with the Disclosing Party's Confidential Information. However, the foregoing does not give Recipient the right to disclose (except as provided in Section 2) the financial, statistical, or personnel information or the business plans of the Disclosing Party. COP shall further be entitled to use, disclose and otherwise employ the requirements of any present or future business or ecclesiastical activity of COP. As used herein, the term "Residuals" means information in non-tangible form that is inadvertently or unintentionally retained by persons who have had access, as authorized by this Agreement, to the Confidential Information of the Disclosing Party, but shall not include the Confidential Information itself.

8. Relief. Recipient agrees that, in the event of any breach of any provision hereof, the Disclosing Party may or will not have an adequate remedy in money or damages. Recipient therefore agrees that, in such event, the Disclosing Party shall be entitled to obtain injunctive relief against such breach, without the necessity of posting a bond even if otherwise normally required. Such injunctive relief will in no way limit the Disclosing Party's right to obtain other remedies available under applicable law. No failure or delay by a party hereto in enforcing any right, power or privilege created hereunder shall operate as an implied waiver thereof, nor shall any single or partial enforcement thereof preclude any other or further enforcement thereof or the enforcement of any other right, power or privilege.

9. Affiliates. References to COP may, at COP's option, include one or more of its related or affiliated nonprofit entities.

10. No Assignment. Except as expressly permitted otherwise by this Agreement, the rights and benefits of this Agreement may not be assigned by either party. Confidential Information provided by the Disclosing Party may include Confidential Information that the Disclosing Party has obtained from a third party under a duty of confidentiality and, in such event, the provisions of this Agreement shall equally apply to the protection of such Confidential Information.

11. Miscellaneous. This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may not be amended except by the written agreement signed by authorized representatives of both parties. This Agreement has substantial connections to the State of Utah, has been negotiated, executed and delivered by COP in Utah, and shall be governed by and construed in accordance with the laws of the State of Utah, except

for its rules regarding conflict of laws. All disputes arising from or related to the Agreement will be decided only in a state or federal court located in Salt Lake City, Utah and not in any other court or state. To that end, COP and Second Party consent to the jurisdiction of the state and federal courts located in Salt Lake City, Utah and waive any other venue to which they might be entitled by virtue of domicile, habitual residence, place of business or otherwise. The parties acknowledge that the terms and conditions of this Agreement and the existence of the discussions between them are confidential, and shall not be disclosed, except as provided in Section 2, without the written consent of the other party.

UNDERSTOOD AND AGREED:

COP:

Second Party:

Corporation of the President of The Church of
Jesus Christ of Latter-day Saints

By: _____
Signature

By: _____
Signature

Printed Name and Title

Printed Name and Title

Date: _____

Date: _____

Address for COP:

Address for Second Party:

50 East North Temple Street
Salt Lake City, Utah 84150

Principal Contact for COP:

Principal Contact for Second Party:

Telephone: _____
Fax: _____

Telephone: _____
Fax: _____

Release to Use Image

INTELLECTUAL PROPERTY OFFICE
50 E NORTH TEMPLE ST RM 1888
SALT LAKE CITY UT 84150-3011
Telephone 1-801-240-3959
Fax 1-801-240-1187
cor-intellectualproperty@ldschurch.org

This Release has _____ total pages.

File number (optional)

IPO number

Parties to Release

This Release to Use Image (hereinafter, "Release") is an agreement and release between Intellectual Reserve, Inc. (IRI), and

Name ("Grantor")	Telephone with area code	Name of photographer
Address	Description of product	

Terms and Conditions

In consideration of the mutual promises and covenants hereinafter contained, and for other good and valuable consideration, Grantor and IRI hereby agree:

- Grantor hereby irrevocably grants to IRI and its licensees, successors, and assigns (collectively, "IRI") consent and full right to:
 - Interview Grantor and to record or otherwise tape, reproduce, or take notes on such interview or interviews;
 - Record, copy, reproduce, adapt, edit, summarize, copyright, publish, exhibit, distribute, perform, and otherwise exploit throughout the universe in perpetuity the content or product of such interviews and any materials Grantor may make available to IRI (in whole or in part, in any and all languages, and with or without credit to Grantor) in any work produced by IRI, including books, magazines, articles, or any other publications; and/or in any and all other media now known or hereafter devised, including, without limitation, theatrical, television, motion picture, Internet, and allied media; and in any advertising or publicity in connection therewith; with the unlimited right to reveal fully, quote directly, paraphrase, edit, review, or otherwise make use of the products of such interviews and of such materials; and
 - Describe and portray, in whole or in part, Grantor and/or any episodes or biographical history of Grantor's life and to use Grantor's name and any pictures, photographs, or likenesses of Grantor (alone or with others, including members of Grantor's family) from news sources, given to IRI by Grantor, or created or obtained by IRI in connection with such interviews.
- Grantor hereby agrees that Grantor shall have no right (including, without limitation, copyright), title, or interest in or to any IRI work or publication or any material included therein pursuant to this Release and that Grantor shall have no claim of any kind or nature whatsoever against IRI based on the exercise of any rights granted hereunder. Nothing herein will constitute any obligation on the part of IRI to make any use of any of the rights set forth herein.
- Unless Grantor has received IRI's prior written approval, Grantor shall not issue or authorize the publication of any news story or publicity relating to this Release or IRI. Neither Grantor nor any third party controlled or licensed by or otherwise affiliated with Grantor (hereinafter, "Third Party") shall state or imply any approval, sponsorship, or endorsement by IRI of Grantor or Grantor's activities, nor shall Grantor or any Third Party allow any statement or inference of such approval, sponsorship, or endorsement to continue, whether such approval, sponsorship, or endorsement is stated or implied to derive from IRI or to result from IRI's use or exercise of the rights granted by this Release.
- Grantor represents and warrants to IRI that Grantor is free to enter into this Release and that Grantor's performance hereunder will not conflict with any other agreement or understanding to which Grantor may be a party. In the event of any claims made by third parties, Grantor agrees to defend and indemnify IRI and to hold IRI harmless from any costs, expenses, and/or losses, including reasonable attorney's fees and costs, incurred as a result of a breach by Grantor of any representation or warranty made in this Release.
- Grantor hereby acknowledges and agrees that in the event of any breach or alleged breach by IRI of any of its obligations to Grantor, Grantor shall be limited to Grantor's remedies at law for damages and shall not be entitled to terminate or rescind this Release. This Release shall be binding upon and inure to the benefit of the parties, their successors, heirs, assigns, and legal representatives and shall be governed by and construed in accordance with the laws of the State of Utah, excluding conflict-of-law principles. If any dispute arises out of or relates to this Release, the parties shall use their best efforts to settle such dispute through correspondence, mutual consultation, and other mediating efforts. If the parties are unable to resolve their dispute in this manner, both parties agree to the jurisdiction of the courts in the State of Utah for purposes of any action instituted pursuant to this Release.

In Witness Whereof

The parties have affixed their signatures to this Release. **By signing below, Grantor warrants and represents that he or she has read this Release, understands its contents, and has the legal capacity to execute this Release.**

Intellectual Reserve, Inc.

Date

X
Grantor

Date

X

Project Information

Grantor	IPO number	File number (if assigned)
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Parental Consent If Grantor is a minor child, Grantor's parent or legal guardian must complete the following.

I, the undersigned, hereby warrant and represent that I am the parent or legal guardian of the minor child named on page 1 of this Release ("Grantor"), that I have full authority to execute this Release on behalf of Grantor, that I have read this Release, and that by signing below I have granted this Release on behalf of Grantor. I hereby agree that I and said Grantor and all other parents or legal guardians, if any, will be bound by all releases, consents, and covenants contained in this Release.

Name of parent or guardian	Signature X	Date
Address	IPO number	Telephone with area code

Additional Grantors

All terms and conditions of this Release, including parental consent (if required), apply to each Grantor named below. **By signing below, each Grantor warrants and represents that he or she has read this Release, understands its contents, and has the legal capacity to execute this Release.**

Name of Grantor (please print)		Name of parent or guardian (please print)		Telephone with area code (if different from Grantor's)
Address	Telephone with area code	Address (if different from Grantor's)		
Signature of Grantor X	Date	Signature of parent or guardian X	Date	
Name of Grantor (please print)		Name of parent or guardian (please print)		Telephone with area code (if different from Grantor's)
Address	Telephone with area code	Address (if different from Grantor's)		
Signature of Grantor X	Date	Signature of parent or guardian X	Date	
Name of Grantor (please print)		Name of parent or guardian (please print)		Telephone with area code (if different from Grantor's)
Address	Telephone with area code	Address (if different from Grantor's)		
Signature of Grantor X	Date	Signature of parent or guardian X	Date	
Name of Grantor (please print)		Name of parent or guardian (please print)		Telephone with area code (if different from Grantor's)
Address	Telephone with area code	Address (if different from Grantor's)		
Signature of Grantor X	Date	Signature of parent or guardian X	Date	
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Address	Telephone with area code	Address (if different from Grantor's)		
Signature of Grantor X	Date	Signature of parent or guardian X	Date	
Name of Grantor (please print)		Name of parent or guardian (please print)		Telephone with area code (if different from Grantor's)
Address	Telephone with area code	Address (if different from Grantor's)		
Signature of Grantor X	Date	Signature of parent or guardian X	Date	

For IRI Internal Use Only

Department or organization to be charged (requesting organization)	Approval of requesting organization
Account code	

Release to Use Image

Page _____

Project Information

Grantor	IPO number	File number (if assigned)
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Instructions for This Page

Copy this page as needed for additional Grantors.

Additional Grantors—continued

All terms and conditions of this Release, including parental consent (if required), apply to each Grantor named below. **By signing below, each Grantor warrants and represents that he or she has read this Release, understands its contents, and has the legal capacity to execute this Release.**

Name of Grantor (please print)		Name of parent or guardian (please print)		Telephone with area code (if different from Grantor's)
Address	Telephone with area code	Address (if different from Grantor's)		
Signature of Grantor	Date	Signature of parent or guardian		Date
X		X		
Name of Grantor (please print)		Name of parent or guardian (please print)		Telephone with area code (if different from Grantor's)
Address	Telephone with area code	Address (if different from Grantor's)		
Signature of Grantor	Date	Signature of parent or guardian		Date
X		X		
Name of Grantor (please print)		Name of parent or guardian (please print)		Telephone with area code (if different from Grantor's)
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X		X		
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Signature of Grantor	Date	Signature of parent or guardian		Date
X		X		
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Signature of Grantor	Date	Signature of parent or guardian		Date
X		X		
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Signature of Grantor	Date	Signature of parent or guardian		Date
X		X		
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Address	Telephone with area code	Address (if different from Grantor's)		
Signature of Grantor	Date	Signature of parent or guardian		Date
X		X		