

Greater Pensacola Aquatic Club

Social Media Ownership Policy

This policy outlines the social media policies of the Greater Pensacola Aquatic Club. In general, any and all current and future social media account associated with the name “The Greater Pensacola Aquatic Club” are under the sole ownership of The Greater Pensacola Aquatic Club.

No employee or member shall create an account associated with GPAC without the express written consent of the GPAC Board of Directors. This includes pages, groups and events.

Employees and or members may be given permission to help administer a GPAC owned page but shall not have sole authority to do so. Any employee or member given such permission will adhere to all of USA Swimming MAAPP regulations as well as the following regulations set forth by GPAC. Any account posting that is deemed inappropriate by the BOD or by the CEO can be deleted. Inappropriate posts would include but are not limited to that deemed unacceptable by GPAC’s Communication Policy or in violation of GPAC’s Code of Conduct.

Minor Athlete Abuse Prevention Policy

THIS POLICY APPLIES TO:

- All USA Swimming non-athlete members and adult athlete members;
- Participating non-members (e.g., meet marshals, meet computer operators, timers, etc.);
- LSC and club adult staff and board members; and
- Any other adult authorized to have regular contact with or authority over minor athletes.

Collectively “Applicable Adult(s)”

GENERAL REQUIREMENT

USA Swimming member clubs and LSCs are required to implement this Minor Athlete Abuse Prevention Policy in full. The Minor Athlete Abuse Prevention Policy must be reviewed and agreed to in writing by all athletes, parents, coaches and other non-athlete members of member clubs on an annual basis with such written agreement to be retained by the club.

SOCIAL MEDIA AND ELECTRONIC COMMUNICATIONS

I. Content

All electronic communication from Applicable Adults to minor athletes must be professional in nature.

II. Open and Transparent

- Absent emergency circumstances, if an Applicable Adult with authority over minor athletes needs to communicate directly with a minor athlete via electronic communications (including social media), the minor athlete’s legal guardian must be copied. If a minor athlete communicates to the Applicable Adult (with authority over the minor athlete) privately first, said Applicable Adult must copy the minor athlete’s legal guardian on any electronic communication response to the minor athlete.
- When an Applicable Adult with authority over minor athletes communicates electronically to the entire team, said Applicable Adult must copy another adult.

III. Requests to Discontinue

Legal guardians may request in writing that their minor athlete not be contacted through any form of electronic communication by the club, LSC or by an Applicable Adult subject to this Policy. The organization must abide by any such request that the minor athlete not be contacted via electronic communication, or included in any social media post, absent emergency circumstances.

IV. Hours

Electronic communications must only be sent between the hours of 8:00 a.m. and 8:00 p.m., unless emergency circumstances exist, or during competition travel.

V. Prohibited Electronic Communication

- Applicable Adults with authority over minor athletes are not permitted to maintain private social media connections with unrelated minor athletes and such Applicable Adults are not permitted to accept new personal page requests on social media platforms from minor athletes, unless the Applicable Adult has a fan page, or the contact is deemed as celebrity contact as opposed to regular contact. Existing social media

connections with minor athletes must be discontinued. Minor athletes may “friend” the club and/or LSC’s official page.

- Applicable Adults with authority over minor athletes must not send private, instant or direct messages to a minor athlete through social media platforms.

Ownership of Social Media Work Product

- A. All social media accounts, developments, and intellectual property (including computer programs, blogs, copyrighted works, online journals, and profiles on social networking sites such as Twitter, Facebook, LinkedIn, YouTube, My Space, etc.) created or used by employees/members for the Greater Pensacola Aquatic Club or to promote and/or market the Greater Pensacola Aquatic Club, including accounts featuring or displaying the Greater Pensacola Aquatic Club’s name and trademarks (collectively “Company Work Product”), belong solely to the Greater Pensacola Aquatic Club. The Greater Pensacola Aquatic Club shall own and have the right to control all Company Work Product whether you open the account or use, manage, or access it. Company Work Product includes any and all log-in information, data, passwords, trademarks, and content related to the account, including all followers, subscribers, and contacts. Company Work Product shall include no social media accounts that are created or used by you exclusively for your own personal use. The Greater Pensacola Aquatic Club shall not require or request you to provide personal social media account information or passwords in accordance with applicable laws. You agree you will not create, develop, or maintain any Company Work Product without the Greater Pensacola Aquatic Club’s express prior authorization. All approved Company Work Product shall where possible be registered, in whole or in part, using the Greater Pensacola Aquatic Club’s name and contact information. After registration, the log-in and password information for all Company Work Product shall be promptly reported to the Chief Executive Officer and shall not be changed without prior written authorization from the Chief Executive Officer. If you have any questions about creating or managing a social media account for the Greater Pensacola Aquatic Club, please contact the Chief Executive Officer for guidelines and restrictions related to the creation, development, and maintenance of Company Work Product and all business use of social media.
- B. Upon the Greater Pensacola Aquatic Club’s request during employment or immediately after your separation from employment with the Greater Pensacola Aquatic Club, you will cease accessing, using, updating, or modifying the Company Work Product. Upon your separation of employment from the Greater Pensacola Aquatic Club, you understand that the Greater Pensacola Aquatic Club will retain ownership and control of all Company Work Product created or used during your employment, including all related data and information. Prior to your separation of employment, you agree to provide to the Greater Pensacola Aquatic Club the login information, including the usernames and passwords, for Company Work Product you created, modified, or used. You will also agree to assist the Greater Pensacola Aquatic Club, both during and after your employment, with the transition and maintenance of Company Work Product created or used by you during employment, including providing information that may be necessary to ensure the Greater Pensacola Aquatic Club can access the Company Work Product.
- C. Return of Information. Employee/member shall immediately upon termination of employee’s employment or member’s membership with the Greater Pensacola Aquatic Club or at any other time the Greater Pensacola Aquatic Club so requests, deliver to the Greater Pensacola Aquatic Club all property, including but not limited to, documents in any form including electronic, software, records, reports, data, passwords, memoranda, notes, models, drafts and equipment of any nature prepared or acquired in Employee’s employment or member’s membership with the Greater Pensacola Aquatic Club, including but not limited to all Confidential Information and Developments, which are in the possession of or under the control of Employee/member. Employee/member shall take no such software, records, reports, data, memoranda, notes, models, or equipment, or copies or reproductions that relate to (i) the business activities of the Greater Pensacola Aquatic Club, (ii) parties in a contractual relationship with the Greater Pensacola Aquatic Club, or (iii) current or prospective customers or employee/member of the Greater Pensacola Aquatic Club. If Employee/member has stored Confidential Information, Trade Secrets, and/or Developments on any personal desktops or laptops, Personal Digital Assistants, mobile/smart phones, external hard drives, “flash” or similar drives, USB storage devices, FireWire storage devices, digital music players, digital tapes, floppy discs, CDs, DVDs, memory cards, zip discs, and maintained in personal email accounts (including web-based email accounts such as Hotmail, Gmail, Yahoo) and other electronic or online communications applications such as instant messaging, text messaging, blogs, social media (Facebook, My Space, LinkedIn, chat rooms and similar environments) and all other similar mediums that can store or transmit electronic data, then Employee/member consents and agrees to make those

devices available to the Greater Pensacola Aquatic Club or provide access and/or passwords to those accounts or communications to enable the Greater Pensacola Aquatic Club to search for such Confidential Information, Trade Secrets, and/or Developments, and to remove and/or make complete copies of the medium/communications and all information stored. Employee/member agrees this list is not comprehensive and includes technological advancements in methods, devices, and locations for storing and communicating data that could include Confidential Information, Trade Secrets, Developments, or information covered by this paragraph.

For this purpose, Employee/member agrees to waive and agrees he or she has no expectation of privacy regarding the media and communications referred to in this paragraph. Inventions, Ideas, and Other Intellectual Developments. Employee/member assigns, and agrees to assign, to the Greater Pensacola Aquatic Club all Employee/member's present and future right, title, and interest in any inventions, ideas, and Developments (collectively "Intellectual Property") {NOTE: more specificity may be in order as to a blog or site} conceived, discovered, reduced to practice, and/or made by Employee/member during the time Employee/member is employed by the Greater Pensacola Aquatic Club (whether before, on or after this Agreement), whether such Intellectual Property was conceived, discovered, reduced to practice, and/or made by Employee/member solely or jointly with others, on or off the premises of the Greater Pensacola Aquatic Club's business, or during or after working hours, if such Intellectual "Social media" is defined as on-line social structures made up of individuals or organizations tied together or affiliated by one or more specific types of interdependency, such as values, visions, ideas, financial exchange, friendship, business operations, professional exchange, and the like and operate on many levels, from familial to national to worldwide, for the exchange of information, collaboration, problem solving, photo sharing and/or other social goals.

- D. Property: (i) was conceived, discovered, reduced to practice and/or made with the Greater Pensacola Aquatic Club's facilities, equipment, supplies, or trade secrets; or (ii) relates to the Greater Pensacola Aquatic Club's current, potential, or anticipated business activities, work, or research; or (iii) results from work done or to be done by me or under Employee/member's direction, alone or jointly, for the Greater Pensacola Aquatic Club. Employee/member further agrees that such Intellectual Property belongs to the Greater Pensacola Aquatic Club and that the Greater Pensacola Aquatic Club may keep such Intellectual Property and/or processes pertaining thereto, whether patented or copyrighted or not, as trade secrets and make all decisions regarding whether and how to use such Intellectual Property and/or processes. Employee/member further agrees not to use or seek any commercial exploitation of or otherwise use any Intellectual Property required to be assigned under this Agreement for personal use. Employee/member acknowledges, agrees, and intends that all Copyrightable Works Employee/member creates during the time Employee/member is employed by the Greater Pensacola Aquatic Club (whether before, on or after this Agreement) and within the scope of my employment shall be "works made for hire" as defined under the U.S. Copyright Act, 17 U.S.C. §§ 101 et seq. Employee/member also acknowledges, agrees, and intends that the Greater Pensacola Aquatic Club will be deemed the author of all such works made for hire and the owner of all of the rights comprised in the copyright of such works. Employee/member agrees that Employee/member will: (i) promptly disclose such Intellectual Property and Copyrightable Works to the Greater Pensacola Aquatic Club; (ii) assign to the Greater Pensacola Aquatic Club, without additional compensation, the entire rights to Intellectual Property and Copyrightable Works for the United States and all foreign countries; (iii) execute assignments and all other papers and do all acts necessary to carry out the above, including enabling the Greater Pensacola Aquatic Club to file and prosecute applications for, acquire, ascertain, and enforce in all countries, letters patent, trademark registrations, and/or copyrights covering or otherwise relating to Intellectual Property and Copyrightable Works and to enable the Greater Pensacola Aquatic Club to protect its proprietary interests; and (iv) give testimony in any action or enforcing rights in the Intellectual Property and Copyrightable Works. Employee/member understands and agrees that: (i) no license or conveyance of any rights or warranty to Employee/member is granted or implied by the Greater Pensacola Aquatic Club furnishing or disclosing any Intellectual Property or Copyrightable Works to Employee/member; and (ii) the Greater Pensacola Aquatic Club shall retain whatever ownership and other proprietary rights it otherwise has in all Intellectual Property and Copyrightable Works.

Definitions

1. "Confidential Information" includes all data and information concerning the business of the Greater Pensacola Aquatic Club which is proprietary and confidential, including but not limited to Trade Secrets, intellectual property rights, confidential strategic business initiatives (e.g., a new secret product line, acquisition, or "secret sauce"), customer requirements, customer lists, business plans, finances, sales and training methodologies, pricing, or confidential personal information about customers or employee/member (which is defined as another employee/member's social security number, protected health information, credit card numbers, drivers' license numbers, mother's maiden name, complete date of birth, minor children's names).

2. “Copyrightable Works” are those defined by 17 U.S.C.A. § 102(a).

3. “Developments” means all inventions, whether or not patentable, Confidential Information, computer programs, copyrighted works, mask works, trademarks, including on any online journal or blog, or on any social media or social networking sites (such as Twitter, Facebook, LinkedIn, YouTube, MySpace, Instagram, etc.) and other intellectual property made, conceived, or authored by you, whether alone or jointly with others, while employed with the Greater Pensacola Aquatic Club, whether or not during normal business hours or on the Greater Pensacola Aquatic Club’s premises, that are within the existing or contemplated scope of the Greater Pensacola Aquatic Club’s businesses when such Developments are made, conceived, authored, or which result from or are suggested by any work you or others may do for the Greater Pensacola Aquatic Club.

4. “Trade Secrets” includes all information including, any formula, drawing, pattern, compilation including customer list, program, device, method, technique or process that derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use.

Employee and or Member Guidelines

This part of the policy provides more information to an individual with permission to create a social media account in the name of the Greater Pensacola Aquatic Club.

- Account names may be “The Great Pensacola Aquatic Club”, “Greater Pensacola Aquatic Club” or “GPAC”. Name approval given by the Board of Directors.
- Social media accounts must be registered in the Greater Pensacola Aquatic Club name and with contact information associated with GPAC. These will be provided by the CEO.
- Account password and login information – Must be shared with the CEO and may not be changed without written permission. This information is confidential
- Account metrics must be shared with the CEO.
- GPAC owns the account, customer lists, friends, followers, content, username, passwords, and e-mail addresses.
- Account relationships (the “goodwill” that accounts build with other accounts, with brands, with advertisers, with influencers, and with their followers — often monetizable). These are GPAC relationships not personal connections. GPAC social media accounts are for business, not personal use therefore employees/members may not conduct Greater Pensacola Aquatic Club business over social media using personal accounts held in their own name.
- Any and all content the employee/member creates on Greater Pensacola Aquatic Club time or with Greater Pensacola Aquatic Club resources belongs solely to GPAC
- Right to access and control account content (each post is a fine balance of aesthetics and atmospherics centering around content, timing, and overall strategy with the upload and delete decision being key). The CEO shall always have administrator rights to any and all accounts. The CEO shall decide if others have access and at what level of administration. The BOD and or CEO have final decision-making authority over content and posts.

I have read and understand the Social Media Ownership Policy. Further I agree to abide by the policy.

Employee or Parent/Guardian Signature

Date