

## **INTELLECTUAL PROPERTY AND CONFIDENTIALITY AGREEMENT**

This Intellectual Property and Confidentiality Agreement ("Agreement") is entered into between The Gliding Federation of Australia T/as Gliding Australia (hereinafter referred to as "GA") and the undersigned individual (hereinafter referred to as "Employee/Contractor/Volunteer") and is governed by the laws of the State of Victoria, Australia.

### **1.0 INTELLECTUAL PROPERTY RIGHTS**

#### **1.1 Intellectual Property Ownership**

##### **1.1.1 GA Employee**

Intellectual property created by the Employee during their employment with GA, or in relation to a specific field of GA's operations, shall be owned by GA.

##### **1.1.2 GA Contractor/Consultant**

The Contractor/Consultant agrees to assign all intellectual property developed during the term of their contract or project to GA.

##### **1.1.3 GA Volunteer**

The Volunteer agrees to assign all intellectual property developed through their volunteer activities to GA.

##### **1.1.4 Recognition**

GA shall provide written recognition of the work of the Employee, Contractor/Consultant, or Volunteer on documents and promotional activities, upon request.

### **2.0 CONFIDENTIALITY**

#### **2.1 Access to Confidential Information**

The undersigned acknowledges that they have access to GA's data management system 'Just GO' and/or 'Salesforce', or other GA information necessary to perform their role, contract, or project.

#### **2.2 Definition of Confidential Information**

"Confidential Information" refers to all information, data, know-how, or experience related to the personal and official files of GA, its members, gliders, airfields, and clubs, in all forms including documents, databases, records, drawings, and oral disclosures. The term "Document" applies to both physical and electronic records.

### **3.0 CONFIDENTIALITY OBLIGATIONS**

The undersigned agrees to the following confidentiality obligations:

#### **3.1 Use of Confidential Information**

The undersigned shall not make any use of the Confidential Information disclosed under this Agreement except for the purpose for which it was collected.

#### **3.2 Disclosure of Confidential Information**

The undersigned shall not reveal any Confidential Information to any person except for those within GA, its members, and employees who have a specific need to know such Confidential Information.

#### **3.3 Preservation of Confidentiality**

The undersigned shall take reasonable steps to preserve the confidentiality and secrecy of the Confidential Information.

#### **3.4 Copying of Confidential Information**

The undersigned shall not make copies or duplicates of the Confidential Information, except to the extent that it is reasonably necessary to carry out their allocated duties or as authorised by GA.

#### **3.5 Duration of Obligations**

The obligation to maintain confidentiality and not to use Confidential Information shall remain in effect indefinitely, unless the Confidential Information enters the public domain through no fault of the undersigned, in which case the obligation shall cease.

### **4.0 GENERAL**

#### **4.1 Superseding Agreement**

This Agreement supersedes all previous written and oral agreements and understandings reached by the parties regarding the disclosure of Confidential Information.

#### **4.2 Alterations or Variations**

Any alterations or variations of this Agreement shall not be valid unless made in writing and signed by both parties.

#### **4.3 Waiver**

No rights under this Agreement shall be deemed waived except where the waiver is in writing and signed by GA.



## **AGREEMENT**

I, the undersigned, acknowledge that I have read and understood the terms and conditions of this Intellectual Property and Confidentiality Agreement, and I agree to be bound by its provisions.

### **Employee/Contractor/Volunteer**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Employee/Contractor/Volunteer ID (if applicable): \_\_\_\_\_

### **Gliding Federation of Australia T/as Gliding Australia**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Please return the executed document to: [returns@glidingaustralia.org](mailto:returns@glidingaustralia.org)

For inquiries or clarifications, contact the Chief Executive Officer at: [ceo@glidingaustralia.org](mailto:ceo@glidingaustralia.org)