# **GLIDING AUSTRALIA**



THE GLIDING FEDERATION OF AUSTRALIA INC ABN: 82 433 264 489 C4/1-13 THE GATEWAY, BROADMEADOWS, VICTORIA 3047 PHONE +61 (0) 3 9359 1613

# **IP & CONFIDENTIALITY AGREEMENT**

| 1.0 . Name and GFA Role                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------|
| 2.0 Please indicate if you are:                                                                                                         |
| <ul><li>□ GFA Employee</li><li>□ Contractor/Consultant</li><li>□ Volunteer</li></ul>                                                    |
| You are asked to read the following and then sign the agreement at the bottom of the document.                                          |
| If you are not willing or able to sign this document please discuss with the GFA Executive Officer to determine alternate arrangements. |
| 3.0 INTELLECTUAL PROPERTY RIGHTS                                                                                                        |
|                                                                                                                                         |

- **GFA Employee**: Intellectual property created by the employee during the employee's employment, or in relation to a certain field, is owned by the employer (GFA).
- **GFA Contractor/Consultant**: You are required to sign the agreement at the bottom of the document to confirm that you assign Intellectual Property developed through your contract/project to the GFA.
- **GFA Volunteer:** You are required to sign the agreement at the bottom of the document to confirm that you assign Intellectual Property developed through your volunteer activities to the GFA.
- **In all cases**, we shall provide written recognition of your work on documents and promotion activities, if you so request

#### 4.0 CONFIDENTIALITY

I am a user of the GFA data management system 'Go Membership' *and/or* 'Salesforce' *and/or* have access to other GFA owned information that is used to perform my allocated role.

For the purpose of this Agreement

'Confidential Information" means all information, data, know-how or experience relating to the personal and official files of the GFA and its members, gliders, airfields and clubs, in all forms including documents, databases, records, drawings, oral disclosures.

"Document" applies to physical or electronic records.

#### 5.0 CONFIDENTIAL OBLIGATIONS

## I agree

- 5.1 not to make any use whatsoever of the Confidential Information disclosed under this Agreement except for the purpose for which it was collected.
- 5.2 not to reveal any of the Confidential Information to any person whatsoever except for those GFA and members and employees who have a specific need to know the Confidential Information;
- 5.3 to take such steps as are reasonable to preserve the confidentiality and secrecy of the Confidential Information;
- 5.4 not to make copies or duplicates of the Confidential Information except to the extent that it is reasonably necessary to carry out the allocated duties.
- 5.5 The obligation to maintain confidentiality and not to use the Confidential Information shall remain in effect for an indefinite period. Notwithstanding that the obligation to maintain confidentiality shall cease if the Confidential Information enters into the public domain.

#### 6.0 GENERAL

- 6.1 This Agreement supersedes all previous written and oral agreements and understandings reached by the parties regarding the disclosure of the Confidential Information.
- 6.2 Alterations or variations of this Agreement will not be valid unless in writing and signed by both parties,
- 6.3 No rights under this Agreement will be deemed to be waived except where the waiver is in writing and is signed by the GFA.

### **EXECUTED AS AN AGREEMENT:**

| Signed for and on behalf of GFA: |                     |                          |                         |   |  |
|----------------------------------|---------------------|--------------------------|-------------------------|---|--|
| Role:                            | Name:               | Signature:               | Date:                   |   |  |
| Signed by                        | the GFA officer/men | nber/contractor/consulta | nt identified in Clause | 1 |  |
| Role:                            | Name:               | Signature:               | Date:                   |   |  |

.