

# Confidentiality and Intellectual Property Deed Poll

Volunteer: \_\_\_\_\_ of \_\_\_\_\_

## Recitals

- A. The Volunteer is a volunteer at The Cancer Council NSW (ACN 116 463 846), with its registered office at 153 Dowling St Woolloomooloo NSW 2011 (**Cancer Council**).
- B. While volunteering, the Volunteer may create materials for Cancer Council and obtain access to Confidential Information belonging to Cancer Council.
- C. This Deed Poll (**Deed**) sets out the agreement between the Volunteer and Cancer Council about Intellectual Property Rights in any materials the Volunteer creates, and Confidential Information the Volunteer may access during their time volunteering at Cancer Council.

## Operative provisions

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### 1 Definitions

1.1 In this Deed:

**Confidential Information** means:

- (a) Personal Information;
- (b) information about donors, fundraisers, service recipients and other constituent data in the possession of Cancer Council and its Related Bodies Corporate;
- (c) all information relating to or used by Cancer Council and its Related Bodies Corporate, including without limitation know-how, trade secrets, ideas, marketing strategies, financial information and operational information;
- (d) all information concerning the business affairs (including products, services, customers and suppliers) or property of Cancer Council and its Related Bodies Corporate, including any business, property or transaction in which Cancer Council may be or may have been concerned or interested; and
- (e) any other information disclosed by or on behalf of Cancer Council or its Related Bodies Corporate or obtained by the Volunteer in the course of the Internship and/or in the delivery of services to Cancer Council which, by its nature or by the circumstances of its disclosure, is or could reasonably be expected to be regarded as confidential;

including any such information made available to the Volunteer by any third party, but excluding any information:

- (i) which is publicly known;
- (ii) which is disclosed to Volunteer without restriction by a third party and without any breach of confidentiality by the third party; or
- (iii) which is developed independently by Volunteer without reliance on any of the Confidential Information;

***Intellectual Property Rights*** means all rights conferred under statute, common law or equity now or in the future anywhere in the world, in relation to patents, trade marks, service marks, trade names, brand names, database rights, designs, copyright, eligible layout rights, chip topography rights, know how, trade secrets, domain names, internet addresses, rights in confidential information, and all and any other intellectual property rights, whether registered or unregistered, and including all applications and rights to apply for any of the foregoing.

***Permitted Purpose*** means for the purposes of volunteering at Cancer Council;

***Personal Information*** means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion which is held by Cancer Council or to which the Volunteer has access in any way as part of their volunteer role.

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## **2 Acknowledgement of confidentiality**

2.1 The Volunteer acknowledges that:

- (a) all Confidential Information given by Cancer Council to the Volunteer, whether supplied in oral or written form, is highly confidential and has been disclosed in strict confidence and only for the Permitted Purpose;
- (b) a breach of this Deed may cause the Cancer Council irreparable damage for which damages would be an inadequate remedy; and
- (c) in addition to any other remedies that may be available, Cancer Council may seek injunctive (or similar) relief against any breach or threatened breach of this Deed by the Volunteer.

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## **3 Obligations of confidentiality**

3.1 The Volunteer must not use any of the Confidential Information other than for the Permitted Purpose.

- 3.2 Except as expressly permitted or required by this Deed, the Volunteer must not disclose to any other person any of the Confidential Information without the prior written consent of Cancer Council.
- 3.3 The Volunteer may disclose the Confidential Information:
- (a) when required to do so by law or any regulatory authority;
  - (b) to persons who have already been approved in writing by Cancer Council from time to time, provided that the Volunteer:
    - (i) ensures that each person to whom such disclosure is made is informed of the confidentiality of the information and the obligations of confidentiality under this Deed; and
    - (ii) ensures that each person to whom such disclosure is made complies with those obligations as if they were bound by them.
- 3.4 Where the Volunteer seeks to disclose Confidential Information under clause 3.3(a), it must:
- (a) immediately notify Cancer Council of the requirement to disclose the Confidential Information; and
  - (b) give Cancer Council a reasonable opportunity to challenge the requirement, and all reasonable assistance and co-operation which Cancer Council considers necessary to prevent or minimise disclosure of the Confidential Information.

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## **4 Security**

- 4.1 The Volunteer must:
- (a) establish and maintain effective security measures to safeguard the Confidential Information from unauthorised access, use, copying or disclosure and in doing so will implement measures to protect the Confidential Information; and
  - (b) immediately notify Cancer Council of any potential, suspected or actual breach of this Deed of which it becomes aware.

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## **5 Return or destruction of Confidential Information**

- 5.1 On request by Cancer Council, the Volunteer will:
- (a) promptly return or, at Cancer Council's option, destroy, all hard copy documents and other materials constituting Confidential Information (including any copies) in the possession or control of the Volunteer;
  - (b) promptly delete all of the Confidential Information in the possession or control of Volunteer which is stored in an electronic or other medium and retrievable in perceivable form; and

(c) stop using the Confidential Information.

5.2 The obligations of confidentiality set out in this Deed shall continue to apply to all Confidential Information retained by the Volunteer in accordance with this clause.

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## **6 Intellectual Property**

6.1 The Volunteer agrees that:

- (a) the Intellectual Property Rights in any materials created, made or discovered by the Volunteer in the course of their volunteer role or otherwise using the facilities, resources, time or any other opportunity provided by Cancer Council (together, **Work**) will be owned by Cancer Council and this Deed assigns any rights the Volunteer may have in those materials (now or in the future) to Cancer Council;
- (b) the Volunteer will do all things necessary and execute any document required to give effect to clause 6.1(a) above;
- (c) the Volunteer will promptly and fully communicate to Cancer Council any Work created, made or discovered by the Volunteer;
- (d) Cancer Council may use the materials in any way Cancer Council requires, including but not limited to:
  - (i) not acknowledging the Volunteer as author of the materials;
  - (ii) modifying, editing or updating the materials; or
  - (iii) incorporating all or part of the materials into other documents or materials;and
- (e) such use by Cancer Council will not infringe any moral rights that Volunteer may have in the materials.

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## **7 Indemnity**

7.1 The Volunteer indemnifies and holds harmless Cancer Council from and against all losses, damage, costs, expenses or liabilities, howsoever arising, that the Volunteer sustains or incurs directly or indirectly (whether in contract, tort (including negligence), breach of statutory duty or otherwise) in connection with the Volunteer's breach of the obligations set out in this Deed.

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**8 General provisions**

- 8.1 To the extent that the Volunteer attends Cancer Council's premises in connection with their volunteer role, the Volunteer shall comply with all of Cancer Council's reasonable directions, together with any workplace policies or guidelines.
- 8.2 This Deed cannot be replaced or varied except as agreed in writing between Cancer Council and the Volunteer.
- 8.3 All obligations under this Deed will survive the cessation of the Volunteer arrangement.
- 8.4 This Deed will be construed according to and subject to the laws in force in New South Wales.
- 8.5 Nothing in this Deed may be construed as granting or conferring on Volunteer any proprietary rights, licences or other rights (including Intellectual Property Rights) in any of the Confidential Information, other than the rights to use, disclose or reproduce the Confidential Information expressly set out in clause 3.

**Executed as a Deed Poll**

**Signed sealed and delivered**  
by **Volunteer**  
in the presence of:

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Signature of witness

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Volunteer Signature

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Name of witness (please print)