

# BCMA CONFIDENTIALITY AND INTELLECTUAL PROPERTY AGREEMENT



All staff, contractors and volunteers must ensure that all Confidential Information is:

- (a) maintained as confidential
- (b) not disclosed to or used by any third party without the Company's written consent
- (c) only used for the purpose of the Company's business and the performance of the Services
- (d) not appropriated, copied, memorised, reproduced or reverse engineered for all persons' or any other person's use and
- (e) not removed from the Company's place of business without the Company's written consent.

All Confidential Information remains the exclusive property of the Company and no rights in respect of Confidential Information are granted or conveyed to all persons. In the event that any persons is legally required to disclose any Confidential Information, such persons must immediately notify the Company of that fact.

All persons acknowledges that any Intellectual Property created during the course, and for the purpose of this Agreement, is the property of the Company. All persons must disclose to the Company all Intellectual Property created by it during the course of this Agreement.

All persons consent to any acts or omissions (both past and future) by the Company which, apart from this clause, would infringe on their moral rights (as defined in the Copyright Amendment (Moral Rights) Act 2000 (Cth)) in any works made or to be made by them in the course of this Agreement.

All persons must, both during and after the term of this Agreement, do all necessary acts and things and sign all necessary documents as the Company reasonably requires to secure the Company's Intellectual Property created during the course of this Agreement.

All persons acknowledges that if they breach this clause, then the Company may seek injunctive relief at the concerned persons cost in respect of the breach.

All persons irrevocably appoints the Company to be its attorney for the purpose of executing any Agreement and doing anything necessary to give effect to this clause.

**SIGNED BY AN AUTHORISED OFFICER OF THE COMPANY**



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Authorised Officer  
Ms Paula Heenan – Company Director...  
Title of Authorised Officer

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Dated



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Witness  
Emma Sbardella – Business Manager  
Name of Witness (printed)

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Dated

**SIGNED BY THE CONTRACTOR, STAFF MEMBER OR VOLUNTEER**

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Contractor

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Dated

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Witness

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Name of Witness (printed)

I have read and agree to abide by all standards as set out in the BCMA Confidentiality Agreement.