

Sample: Deed of Agreement – intellectual property and confidential information

Legal information for community organisations



Note and caution

This is a generic, sample deed of agreement. It's not legal advice and may not suit your organisation. Your organisation will need to draft a deed of agreement to suit your particular circumstances and may want to seek legal advice on this.

This sample deed of agreement is published in part 5 of our [National Volunteer Guide](#). We recommend you refer to part 5 of the guide for more information about deeds and how they must be executed (signed).

A deed is a legally binding document. We recommend seeking legal advice before asking volunteers to enter into a legally binding arrangement in relation to intellectual property or confidentiality.

This is a Confidentiality and Intellectual Property Deed made between:

[insert volunteer name] of **[insert address]** (referred to in this document as '**the volunteer**', '**you**' or '**your**') and **[insert organisation name, including ABN]** of **[insert address]** (referred to in this document as '**the Organisation**', '**we**', '**us**' or '**our**').

This Deed is a legally binding agreement between you and us about confidential information that you may have access to, and intellectual property in materials that you may create, in your role as a volunteer.

Nothing in this Deed changes the fact that you are a volunteer, and not an employee of, or contractor to, the Organisation.

Confidential information

As a result of your role as a volunteer with us you may be given access to confidential information. The term 'confidential information' includes any information about us and our business, services and clients which is:

- marked confidential, or that we tell you is confidential; or
- by its nature, is confidential or proprietary to us.

Information will not be confidential if:

- it is or becomes public (except if that results from a breach of this Deed or any other obligation of confidentiality that you owe to us);
- you know (and can demonstrate) that you knew this information before you received it from us; or
- you receive it from someone else who is entitled to give it to you.



You must only use our confidential information to perform your role as a volunteer with us, and you must not disclose it outside our organisation (unless we ask you to). You agree that the confidential information belongs to us.

You must return all material containing our confidential information to us if we ask you to, or when your role with us ends.

Intellectual Property

If you create any materials while you are performing your role with us, you agree that:

- any rights (including copyright and other intellectual property rights) in those materials will be owned by us, and that this Deed assigns any rights that you have in those materials (either now or in the future) to us; and
- we can use those materials in any way that we need, and that our use will not infringe any moral rights that you have in those materials.

Your moral rights are the rights you have to be acknowledged as the author of the work, not to have authorship attributed to anyone else and integrity of authorship. You agree that:

- we can do anything (or omit to do anything) that might infringe your moral rights, including not acknowledging your authorship of the material, modifying editing or updating the materials, or incorporating all or part of the materials into other documents or materials;
- your consent extends to acts and omissions other parties acting on our behalf or with our authorisation, including our licensees and successors in title;
- you will not bring any claims against us, our licensees, successors in title or any other person or organisation acting as a result of anything we do (or omit to do); and
- your consent is a genuine consent and has not been induced by duress or any false or misleading statement.

General

You agree that you will sign any additional documents that we ask you to sign in order to confirm the arrangements set out in this Deed.

This Deed is governed by the laws of **[New South Wales - or insert the state or territory in which the Organisation is based]**, Australia. Both you and we submit to the jurisdiction of the courts of **[New South Wales - or insert the state or territory in which the Organisation is based]**.

This Deed contains the entire agreement between us with respect to its subject matter. It sets out the only conduct relied on by the parties and supersedes all earlier conduct by the parties with respect to its subject matter.

This Deed may be executed in multiple counterparts, each of which shall be treated as an original and together will constitute one and the same deed. Both you and the Organisation agree that this deed may be executed and delivered by electronic means (including portable document format) by either of the parties and the receiving party may rely on a document executed and delivered electronically as if the original had been received.

You agree that, the terms of this Deed are binding on you and continue after your volunteer work with the Organisation ends.

Executed as a Deed by:

Signed sealed and delivered by

Volunteer's full name (please print)

In the presence of:

Witness' signature

Volunteer's signature

Witness' full name (please print)

Date of signature



Signed sealed and delivered for and on behalf of
[insert organisation name and ABN]

By its duly authorised representative in the
presence of:

Witness' signature

Authorised representative's signature

Witness' full name (please print)

Authorised representative's full name (please print)