

## VOLUNTEER'S ASSIGNMENT OF MORAL RIGHTS AND CONFIDENTIALITY DEED

### THE PARTIES

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Name:

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of

Address:  
(**Volunteer**)

### AND

REDFERN LEGAL CENTRE ACN 001 442 039  
of  
73 Pitt St Redfern NSW 2016  
(**Redfern Legal Centre**)

### RECITALS

- A. The Volunteer agrees to provide services to the Redfern Legal Centre without payment as a volunteer (**Services**).
- B. In carrying out the Services, the Volunteer may create New IP or come into contact with Confidential Information.
- C. The Volunteer assigns to the Redfern Legal Centre all Moral Rights in the New IP, on the terms of this agreement.
- D. This agreements is entered into to protect the Confidential Information and New IP of the Redfern Legal Centre

THE PARTIES AGREE AS FOLLOWS:

### 1 Definitions

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**Confidential Information** means:

- (a) information disclosed by or on behalf of the Redfern Legal Centre to the Volunteer, or of which the Volunteer becomes aware, during the Volunteer's engagement;
- (b) information designated as confidential by the Redfern Legal Centre; and
- (c) any other information which by its nature should reasonably be considered to be confidential to the Redfern Legal Centre,

whether or not marked commercial in confidence, proprietary or confidential, and which may be provided in writing, electronically, verbally or otherwise, but excludes any information the Volunteer can prove is in the public domain other than through a breach of a confidential obligation, or which was known to the Volunteer at the time of disclosure.

**Fact Sheet** means a literary work created for inclusion on the Redfern Legal Centre's website under the heading 'Fact Sheets'.

**Moral Rights** means the rights set out in Part IX of the Copyright Act 1968 (Cth) including the right of an individual who is the author of a work in which copyright exists to have the work attributed to him or her and not to have authorship falsely attributed, and a right of integrity of authorship as defined in s189 of the Copyright Act 1968 (Cth).

**New IP** means all Intellectual Property Rights arising in relation to anything created, including, but not limited to, Fact Sheets, developed, modified or contributed to by the Volunteer, including improvements, changes and additions to existing Intellectual Property Rights of the Redfern Legal Centre by the Volunteer, whether alone or with others, in connection with this agreement.

**Intellectual Property Rights** means all intellectual property rights, whether or not now existing, both registered and unregistered and applications for such rights, protected by statute or common law in Australia or anywhere else, including copyright, trade marks, designs, patents, patentable information, licences and other rights to possess and use works, but excluding Moral Rights.

## **2 New IP**

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- 2.1 The Volunteer acknowledges that all copyright in New IP vests in the Redfern Legal Centre on creation. The Volunteer assigns all other New IP to the Redfern Legal Centre on creation.
- 2.2 The Volunteer must:
- (a) make full and prompt disclosure to the Redfern Legal Centre of all New IP on creation;
  - (b) make and maintain adequate and current records of work which may lead to Confidential Information or New IP; and
  - (c) do all things reasonably requested by the Redfern Legal Centre, including executing all documents reasonably necessary to assist in applying for letters patent or similar protection in Australia or in any other part of the world, or to

ensure any such protection and all rights in the New IP is owned by the Redfern Legal Centre or its nominee absolutely.

2.3 The Volunteer irrevocably:

- (a) consents to the Redfern Legal Centre and its officers, employees, licensees and successors in title doing or omitting to do any and all acts; and
- (b) waives any rights the Volunteer may have to take action against any of them in relation to any act or omission,

which would otherwise infringe Volunteer's Moral Rights in the New IP.

### **3 Confidentiality**

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3.1 The Volunteer acknowledges the importance of the confidential relationship between solicitor and client that extends to everyone employed by or volunteering at the Redfern Legal Centre and the importance of the confidential nature of the business of the Redfern Legal Centre and agrees that it is reasonable to enter into this agreement.

3.2 The Volunteer must:

- (a) keep confidential and not disclose to any person the Confidential Information (subject to the disclosures permitted under clause 4);
- (b) not introduce any Confidential Information into any computer system or other device operated, controlled or which may be accessed to any extent by a person other than the Volunteer or other person authorised by the Redfern Legal Centre;
- (c) not copy or use the Confidential Information or permit anyone else to do these things, except to the extent necessary for performing the Volunteer's duties;
- (d) comply with any Information Barrier protocol, policy, procedure or manual of Redfern Legal Centre
- (e) do everything reasonable to protect the Redfern Legal Centre from unauthorised use, copying or disclosure of Confidential Information by any person;
- (f) notify the Redfern Legal Centre if the Volunteer becomes aware of any unauthorised use, copying or disclosure of Confidential Information;
- (g) not make notes except to the extent necessary for performing the Volunteer's duties;

- (h) provide all assistance reasonably requested by the Redfern Legal Centre in connection with any proceedings the Redfern Legal Centre may take against any person for unauthorised use, copying or disclosure of Confidential Information;
- (i) after each cessation of the Volunteer's engagement, the Volunteer must continue to provide all assistance requested by the Redfern Legal Centre in connection with any proceedings the Redfern Legal Centre may take against any person for unauthorised use, copying or disclosure of Confidential Information; and
- (j) The Volunteer acknowledges that disclosure of Confidential Information could cause the Redfern Legal Centre damage which might not be adequately compensated for by the payment of damages and that, in these circumstances, the Redfern Legal Centre will be entitled to seek and obtain interlocutory and permanent injunctive relief in any court of competent jurisdiction.

#### **4 Disclosure to third parties**

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- 4.1 Redfern Legal Centre acknowledges that, from time to time, a Volunteer may perform work as part of a formal internship program and as such it may be necessary for the Volunteer to be able to report or discuss work done as part of that internship program.
- 4.2 The Volunteer may disclose the Confidential Information:
  - (a) to the extent required for performance of the Volunteer's duties, but subject to any directions given by the Redfern Legal Centre or its policies and procedures;
  - (b) to the extent required by law (subject to complying with clause 4.3);
  - (c) to the extent that disclosure involves general disclosure regarding client related work and that disclosure does not include identifiable information that may identify that client; or
  - (d) where it refers solely to the volunteer's personal feelings, responses or learnings.
- 4.3 If the Volunteer is required by law to disclose any Confidential Information the Volunteer must before doing so:
  - (a) immediately notify the Redfern Legal Centre;

- (b) if possible, give the Redfern Legal Centre a reasonable opportunity to take any steps it considers necessary to protect the confidentiality of the Confidential Information; and
  - (c) notify the third party that the information is the Confidential Information of Redfern Legal Centre.
- 4.4 The Volunteer must immediately notify the Redfern Legal Centre of, and take all steps necessary to prevent, any actual, threatened or suspected breach of clause 3 and comply with any directions issued by Redfern Legal Centre regarding any unauthorised use or disclosure.

## **5 Return of confidential information**

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On request of the Redfern Legal Centre, the Volunteer must immediately:

- (a) at the Redfern Legal Centre's option, return to the Redfern Legal Centre or destroy all notes in the possession, custody or control of the Volunteer;
- (b) delete the Confidential Information from any computer system or other device operated, controlled or which may be accessed by the Volunteer; and
- (c) provide written confirmation that the Volunteer has complied with this clause.

## **6 Changing the agreement**

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The parties may only change, supplement, replace or novate this agreement with another written document signed by the parties.

## **7 Relationship of the parties**

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The parties agree that:

- (a) the Volunteer is not an employee of the Redfern Legal Centre; and
- (b) The Volunteer does not have authority to bind the Redfern Legal Centre by contract or otherwise and must not hold themselves out as having this authority.

## **8 General**

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- 8.1 This Agreement is governed by the law in force in New South Wales.
- 8.2 This Agreement contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this agreement and has no further effect.
- 8.3 The Volunteer must do anything (including execute any document) that the Redfern Legal Centre may reasonably require to give full effect to this agreement.

### **Executed as a deed**

**Signed, sealed and delivered by  
the Volunteer:**

**Date:**

**Authorised Officer:**

**Print full name:**

**Office held:**

**Date:**