

VOLUNTEER CONFIDENTIALITY DEED

DEED made in Brisbane on 21st March 2022

BETWEEN

Jamboree Heights State School Parent & Citizen Association

of 35 Beanland Street, Jamboree Heights

AND

Volunteer Name

Address Details

RECITALS

- A. Jamboree Heights State School Parent & Citizen Association and the Volunteer are in, or are entering into, a voluntary work relationship.
- B. In the course of that relationship, the volunteer may gain access to Confidential Information and other valuable and protectable information of Jamboree Heights State School Parent & Citizen Association and its operations.
- C. The volunteer agrees to deal with Confidential Information in accordance with the terms of this Deed.

THIS DEED PROVIDES

1. WHAT IS CONFIDENTIAL INFORMATION?

1.1 Subject to clause 1.3, in this Deed, "**Confidential Information**" includes:

- (a) information relating to any of the Jamboree Heights State School Parent & Citizen Association's businesses;

this includes information relating to future planning, trade secrets; financial information; customer and supplier lists and information; information relating to the management, personnel, strategies or policies, systems, processes, methods, pricing and products of any of the Jamboree Heights State School Parent & Citizen Association's operations

- (b) information created or developed by the volunteer;

this includes strategies, correspondence, reports, articles and other documents; artwork, plans, designs, software; discoveries

- (c) information supplied by, relating to or confidential to any other persons; and

- (d) information which has any actual or potential value to Jamboree Heights State School Parent & Citizen Association;

where the volunteer received, created or developed that information:

- (e) in the course of voluntary work with Jamboree Heights State School Parent & Citizen Association (whether or not prior to the date of this Deed); or
- (f) as a result of, or aided by, the existence of a past, present or future voluntary relationship with Jamboree Heights State School Parent & Citizen Association.

- 1.2 Any copies, summaries or notes of Confidential Information, and any other materials incorporating or derived from Confidential Information, is itself Confidential Information.
- 1.3 Confidential Information does not include any information which is or becomes public knowledge without any fault of the volunteer. Upon termination of voluntary work with Jamboree Heights State School Parent & Citizen Association Confidential Information does not include any information which has become part of the volunteer's general skill, knowledge and experience.
- 1.4 As a volunteer of the Jamboree Heights State School Parent & Citizen Association I will, at times, be exposed to a wide range of information about staff, children, families and the management committees which could be of a confidential nature. This information is not to be publicised in any manner unless authorised or as required by law.

2. OBLIGATIONS OF CONFIDENTIALITY

- 2.1 The volunteer acknowledges that all Confidential Information is the exclusive and valuable property of Jamboree Heights State School Parent & Citizen Association, and is received by the volunteer in circumstances of strictest confidence.
- 2.2 The volunteer may use Confidential Information for the purpose of providing services to Jamboree Heights State School Parent & Citizen Association in the proper course of voluntary work. The volunteer must not use Confidential Information for any other purpose without Jamboree Heights State School Parent & Citizen Association's express prior written approval.
- 2.3 The volunteer must not disclose Confidential Information to any other person except on a need to know basis, and only with the prior approval of the supervisor of the volunteer.
- 2.4 The volunteer must take all reasonable precautions to prevent an unauthorised disclosure of Confidential Information, including the following precautions:
 - (a) the volunteer must at all times store Confidential Information safely and securely; and
 - (b) the volunteer must not remove Confidential Information from the premises at which it is stored except where it is necessary to do so and authorisation from the Association's Executive has been granted.
- 2.5 If at any time Jamboree Heights State School Parent & Citizen Association requests the volunteer to do so, the volunteer must immediately deliver to Jamboree Heights State School Parent & Citizen Association all media embodying Confidential Information which is in the volunteer's possession, custody or control.

2.6 The volunteer must agree to comply with any other reasonable obligations relating to Confidential Information required from time to time by the Jamboree Heights State School Parent & Citizen Association.

3. INTELLECTUAL PROPERTY

3.1 The volunteer acknowledges that all intellectual property created or developed by the volunteer, which incorporates or is derived from Confidential Information, belongs solely to Jamboree Heights State School Parent & Citizen Association. The volunteer assigns all its rights in that intellectual property to Jamboree Heights State School Parent & Citizen Association.

3.2 To the full extent permitted by law, the volunteer waives all its moral rights in existing and future copyright works created by the volunteer.

4. GENERAL

4.1 **[Survival]** The volunteer's obligations under this Deed shall survive indefinitely, notwithstanding any termination of the volunteer's relationship with (insert school/centre/service/ association name here).

4.2 **[Severability]** If any word, phrase or clause of this Deed is held to be void, illegal or unenforceable, that word, phrase or clause shall be deemed to be severed without affecting the operation of the remainder of this Deed. All overlapping obligations in this Deed are intended to operate cumulatively and to bind the parties, subject to the severance of any obligations held to be void, illegal or unenforceable.

4.3 **[Interpretation]** In this Deed:

(a) words in the singular include the plural and vice versa; and

(b) a reference to a person includes a reference to a body corporate, unincorporated association, statutory or other authority, partnership or any other entity.

4.4 **[Cumulative Obligations]** The volunteer's obligations under this Deed are in addition to, and do not limit or detract from, any duties or obligations owed by the volunteer to (insert school/centre/service/ association name here) under statute, at common law, in equity or otherwise.

EXECUTED as a Deed.

SIGNED BY THE VOLUNTEER:

SIGNED FOR (Jamboree Heights State School Parents & Citizens Association) By It's Representative:

.....
(Signature)

.....
(Signature of Officer)

.....
Volunteer's Name

.....
Name of Officer

.....
(Position of Officer)