



CONFIDENTIALITY AGREEMENT

November 2004

NAME: _____

ADDRESS: _____

I agree that I will be bound by the terms of this Confidentiality Agreement during and after my time as a volunteer, my time as a member of its Board in whatever capacity, my time as an office holder, or my employment with ACCESS 31, as the case may be.

CONFIDENTIALITY AGREEMENT

1. At all times during and after the period of your involvement with ACCESS 31 –
 - (a) you must not, except in the proper course of your duties, divulge to any person; and
 - (b) you must use your best endeavours to prevent the publication or disclosure of;
 - any trade secret or process or any information concerning the business or finances of ACCESS 31 or
 - any of its dealings or affairs which may come to your knowledge by any means.
2. Without limiting clause 1, you must not unless specifically required by your employment or duties with ACCESS 31, copy or remove from ACCESS 31's premises any documents or records of ACCESS 31 or in ACCESS 31's possession or control, whether they have been prepared by you or not. This includes computer programs, marketing plans, financial documents and designs.
3. You must not make use of any of the information or documents or records referred to in paragraphs 1 and 2 for any purpose other than your employment by ACCESS 31 or your duties with ACCESS 31.
4. Immediately on termination of your employment or at the end of your duties with ACCESS 31 or at the request of ACCESS 31 you must immediately deliver to ACCESS 31 all information and documents of the type referred to in paragraphs 1 and 2 in any material form which may be in your possession or control.

INTELLECTUAL PROPERTY (ONLY APPLICABLE IF YOU ARE AN EMPLOYEE OF THE COMPANY)

You will disclose promptly in writing to ACCESS 31 and to no-one else all ideas, inventions and improvements which you may conceive or make in the course of your employment or duties with ACCESS 31, whether or not those literary or artist works, ideas, inventions or improvements appear to be useful to ACCESS 31. An exclusion to this intellectual copyright agreement will exist in a case where a person performs duties in relation to the production of a program where copyright ownership belongs to an ACCESS 31 member group or other program provider as stated on that program's transmission agreement. You acknowledge that ACCESS 31 is and will be the sole owner of all rights and in and to those literary and artistic works, ideas, inventions and improvements and will be fully entitled to apply in its own name for all copyright, patents and designs on them in all countries. To any extent necessary you assign all copyright and other intellectual property rights in those literary or artistic works, ideas, inventions and improvements to ACCESS 31. You will also sign all necessary documents and do all the other things necessary for ACCESS 31 to establish and protect its rights of ownership in those literary or artistic works, ideas, inventions and improvements, both during and after the term of your employment.

I _____ declare that I have read and understand the terms of this Confidentiality Agreement and accept them fully.

Signed: _____ Date: _____

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