

Confidentiality Policy

Overview

The purpose of this Policy is to encourage good faith, open and collaborative dialog between all Members to progress the objects of the Association, while recognising that some information shared in any 'Member only' forums may not be in the public domain.

Capitalised terms used in this Policy have the same meaning given to them in the Rules of the Association, save where specifically defined in this Policy or where the context requires otherwise.

Policy Principles

1. This Policy applies to Confidential Information disclosed by any participant in a Member Only Forum.
2. A Member Only Forum is a meeting or other function held in connection with the Association's activities at which the only attendees are any of the following:
 - (a) Members;
 - (b) representatives of Members; and/or
 - (c) invitees of Members and/or the Association,including, but not limited to, Committee Meetings and Annual General Meetings.
3. Confidential Information as used in this Policy means all information and documentation shared by any participant in a Member Only Forum.
4. Members must not disclose Confidential Information provided to them except:
 - (a) with the discloser's prior written consent (in which case a copy of such consent must be provided to the Committee prior to such disclosure);
 - (b) to a director, officer, employee, agent, consultant, advisor or contractor of the Member or of a related body corporate of the Member or of an entity within the Member's corporate group, on a need to know basis and provided that any such recipient is bound by appropriate confidentiality obligations with regard to any Confidential Information disclosed to them; or
 - (c) as otherwise allowed under this Policy.

5. This Policy does not require a Member to keep confidential any Confidential Information that is or becomes generally available to the public (other than as a result of that Member's breach of this Policy).
6. A Member may disclose Confidential Information to the extent required by any applicable law, regulation or legally binding order of any court, government, semi-government authority, administrative or judicial body or a requirement of a stock exchange or regulator having jurisdiction over that Member.
7. Any Member who believes that their Confidential Information has been the subject of a breach of this Policy must provide written notice of the breach as soon as possible to the Committee.
8. A breach of this Policy by a Member may give rise to the expulsion of that Member from the Association by the Committee or such other action(s) that the Committee may consider appropriate.
9. The only consequences of a breach of this Policy by a Member are as set out in paragraph 8 of this Policy, and Members acknowledge that they otherwise share Confidential Information at Member Only Forums at their own risk.
10. Members and the Association are free to enter into separate legally binding confidentiality arrangements with each other and/or third parties (**NDAs**). A Member shall provide written notice to the Committee of the existence and purpose of any NDA that has been facilitated by the Association that it enters into with another Member that relates to business associated with the objects of the Association but is under no obligation to disclose to any other Member or the Association any confidential information protected by any such NDA (save where a Member and/or the Association is a party to an NDA and then only as contemplated by that NDA).

Members shall, to the extent they are reasonably able, procure that their representatives and invitees comply with the terms of this Policy as if they were Members and any non-compliance by a representative or an invitee of a Member shall be deemed a breach of this Policy by that Member.

Intellectual Property Policy

Overview

The purpose of this Policy is to encourage good faith, open and collaborative dialog between all Members to progress the objects of the Association, while recognising ownership rights in respect of intellectual property of Members shared in any 'Member only' forums and any intellectual property developed by the Association or by any Member on behalf of the Association.

Capitalised terms used in this Policy have the same meaning given to them in the Rules of the Association, save where specifically defined in this Policy or where the context requires otherwise.

Policy Principles

1. This Policy applies to any Member's IP disclosed by a Member in a Member Only Forum and any Developed IP developed by the Association or by any Member on behalf of the Association.
2. A Member Only Forum is a meeting or other function held in connection with the Association's activities at which the only attendees are any of the following:
 - (a) Members;
 - (b) representatives of Members; and/or
 - (c) invitees of Members and/or the Association,including, but not limited to, Committee Meetings and Annual General Meetings.
3. Members acknowledge that the disclosure by a Member of that Member's IP at a Member Only Forum does not affect the ownership of that Member's IP.
4. No other Member will use a Member's IP without the prior written consent of that Member.
5. Any Developed IP is owned by the Association and no Member will use Developed IP without the prior written consent of the Association.
6. Any Member who believes that their Member's IP and/or any Developed IP has been the subject of a breach of this Policy must provide written notice of the breach as soon as possible to the Committee.
7. Without prejudice to any other rights or remedies that any Member or the Association may have at law, a breach of this Policy by a Member may give rise to the expulsion of that Member from the Association by the Committee or such other action(s) that the Committee may consider appropriate.

8. Members and the Association are free to enter into separate legally binding agreements with each other and/or third parties regarding any Member's IP and/or Developed IP (**IP Agreements**). A Member shall provide written notice to the Committee of the existence and purpose of any IP Agreement that has been facilitated by the Association that it enters into with another Member that relates to business associated with the objects of the Association but is under no obligation to disclose to any other Member or the Association not a party to that IP Agreement any further information regarding that IP Agreement.
9. Members shall, to the extent they are reasonably able, procure that their representatives and invitees who attend any Member Only Forum comply with the terms of this Policy as if they were Members and any non-compliance by a representative or an invitee of a Member shall be deemed a breach of this Policy by that Member.
10. The following terms have the following meanings when used in this Policy:

Developed IP means all Intellectual Property Rights made, conceived, developed or reduced to practice by the Association, and/or by any Member on behalf of the Association, from time to time for the express purpose of progressing the objectives of the Association;

Intellectual Property Rights means any and all intellectual and industrial property rights throughout the world, whether registered, pending, registrable or unregistered, including rights in, or in respect of, or in connection with:

- (a) Confidential Information (as defined in the Association's Confidentiality Policy);
- (b) copyright (including moral rights and analogous rights);
- (c) rights in computer software and source and object codes;
- (d) inventions, patents, including provisional patents, proofs of concept and similar rights;
- (e) trademarks, service marks, business names, certification marks and domain names;
- (f) design and circuit layouts; and
- (g) all other rights resulting from intellectual activity in the industrial field,

whether or not now existing and includes any right to apply for the registration of such rights and includes all renewals and extensions; and

Member's IP

means Intellectual Property Rights owned by a Member as at the date of the Member Only Forum at which such Intellectual Property Rights were disclosed.

Overview

The purpose of this Policy is to set out the basis on which proposals for in-kind contributions towards membership fees will be considered and assessed, to ensure consistency of approach and transparency of process.

Capitalised terms used in this Policy have the same meaning given to them in the Rules of the Association, save where specifically defined in this Policy or where the context requires otherwise.

Policy Principles

1. This Policy applies to the assessment of proposed in-kind contributions for consideration by the Association in lieu of cash payment of membership fees.
2. In-kind contributions will not be considered whatsoever for the Eco-system Membership category.
3. The Association will only consider in-kind contributions proposed by a proponent where:
 - (a) there is an actual need by the Association for the goods or services being proposed;
 - (b) the finances of the Association can reasonably support an in-kind contribution in lieu of a cash payment for membership fees; and
 - (c) it is considered overall the in-kind contribution towards membership will provide greater benefit to the Association and its members than the equivalent cash value.
4. Where a proponent is proposing an in-kind contribution towards the Core Membership category, written approval of the Association can either be given by two Committee Members or the appointed Association Chair or CEO and a Committee Member, so long as the proposal meets the requirements of item 3 of this Policy and the following criteria:
 - (a) the proposed in-kind contribution is for a term of not more than 12-months and for the immediate next 12-months of membership, irrespective of whether a proponent has a single year or multi-year membership agreement;
 - (b) the proposed in-kind value does not exceed 50% of the value of the membership fee for the immediate next 12-months of membership; and
 - (c) the proponent has paid in advance the cash contribution (duly and correctly invoiced by the Association) for the cash contribution (50% of more) of membership for the immediate next 12-months of membership.
5. Where a proponent is proposing an in-kind contribution towards the Supporter Membership category, written approval of the Association can either be given by two Committee Members or the appointed Association Chair or CEO and a Committee Member, so long as the proposal meets the requirements of item 3 of this Policy and the following criteria:

- (a) the proposed in-kind contribution is for a term of not more than 12-months and for the immediate next 12-months of membership, irrespective of whether a proponent has a single year or multi-year membership agreement; and
 - (b) the proponent has paid in advance the cash contribution (duly and correctly invoiced by the Association) for the cash contribution of membership for the immediate next 12-months of membership.
6. Where a proponent is proposing an in-kind contribution towards the Collaboration Membership category, written approval of the Association can either be given by two Committee Members or the appointed Association Chair or CEO and a Committee Member, so long as the proposal meets the requirements of item 3 of this Policy and the proposed in-kind contribution is for a term of not more than 12-months.
7. Where a proponent is proposing an in-kind contribution under any of items 4, 5 or 6 of this Policy that is assessed as not meeting the relevant criteria for approval, the proposal may be put to the next Committee meeting for consideration but to gain approval by the Committee in accordance with the Rules.
8. By proposing an in-kind contribution, a proponent is deemed to agree that any relevant high-level summary details of their approved in-kind contribution, including the identity of the relevant Member and membership category, may be published by the Association on its website or used in any other media or documentation.