

**WEAR IT PURPLE**  
**CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY**  
**AGREEMENT FOR ALL VOLUNTEERS**

In the course of volunteering or working with Wear It Purple (“WIP”) you may have access to information that is either confidential or belongs to WIP, and intellectual property which is of value to WIP. You may also create (alone or with others) information or intellectual property that is either confidential, or which WIP would seek ownership over as it contributes to and is of value to WIP’s work and future as an organisation. This makes your position one of trust and confidence.

WIP has a need to protect the disclosure of this information and the ownership of intellectual property, to fulfil its mission for young people, maintain sponsors and to develop and maintain new or unique relationships, products and processes for the future of WIP.

Therefore, WIP requires all volunteers to agree to the following.

**Definitions:**

“Confidential Information” includes but is not limited to:

- i) All information not generally known outside of WIP about WIP and its activities, finances, personnel, sponsors or operations, regardless of the form of this information (written, oral, digital etc.) and regardless of whether the information originates from WIP or someone acting on WIP’s behalf.
- ii) Confidential Information includes processes, know-how, techniques, project results and research that may arise in the context of work with WIP.

“Intellectual Property” includes but is not limited to:

- i) All inventions, processes, ideas, research and development activities, designs (including improvements and enhancements), trade secrets and know-how;
- ii) All copyrightable material that is conceived, developed or made, alone or with others;
- iii) Trademarks and service marks;

created in the course of volunteer service with Wear it Purple (i.e. working in a WIP role or on a WIP project); and created within one year after finishing volunteer service and relating directly to work done during volunteer service. Intellectual property can be in any form, including written, oral, electronic, digital or other form.

**Agreements:**

1. Confidentiality: Except as required in the performance of my duties as a volunteer, or unless specifically authorised by Wear it Purple, I will not use or

tell others, either for my or for others' benefit, either during or after volunteer service, any confidential information.

2. Disclosure and Ownership of Intellectual Property:

- i) I will quickly and fully tell WIP about any Intellectual Property;
- ii) I agree that all Intellectual Property will be owned by WIP and I give WIP the entire right and interest in all Intellectual Property;
- iii) I will assist Wear It Purple in establishing the right to this Intellectual Property, either during or after my volunteer service, should this be necessary.

3. Ownership and Return of Material:

Whether confidential or not, all materials, including but not limited to business information, files, research, records, memoranda, books, lists, documents, drawings, designs and any other embodiment of Confidential Information or Intellectual Property received by me or created by me (alone or with others) during Volunteer Service, are the property of WIP.

I will return to WIP all of these materials, including any copies, in my possession or under my control on termination of Volunteer Service or on the request of WIP. I will return these within seven (7) days of notice of termination or on request of WIP, whichever is first.

4. Survival of Obligations and Enforcement: The obligations that I have under this agreement will survive the termination of volunteer service, regardless of why this service ended.

**By agreeing to this statement, I agree to these restrictions as being necessary to protect the legitimate interests of Wear it Purple Incorporated.**