



**THIS IS ANNEXURE "D" TO
THE SUPPLEMENTARY
STATEMENT OF LIAM
JOSEPH WHITLEY DATED
28 OCTOBER 2013**

This entitlement only applies if you are not entitled to paid personal/carer's

You will be entitled to paid compassionate leave in accordance with the National Employment Standards. You must provide evidence of the illness, injury or death that the YMCA reasonably requires.

6.4 Parental Leave

You will be entitled to parental leave after 12 months' continuous service in accordance with the NES.

7. Confidential Information

- 7.1 Confidential Information means the following information which is obtained by the Employee during the course of or as a result of the Employment:
- a) Information which is marked "Confidential" or which is described or treated by the Employer as confidential;
 - b) Information of a business sensitive nature;
 - c) Personal information as defined in the Privacy Act 1988 (Cth);
 - d) Trade secrets;
 - e) The names and addresses and other personal details of employees, contractors, clients and suppliers of the Employer;
 - f) The terms upon which the Employer contracts with employees, contractors, clients and suppliers;
 - g) Business plans and forecasts of the Employer;
 - h) The terms of this contract; and
 - i) Product and service composition and formulae.
 - j) Any other items that may be deemed as Intellectual Property of the YMCA of Sydney.
- 7.2 Confidential Information is not confined to information of the Employer, but may also include information of its: Related Bodies Corporate, financial members, clients, suppliers, contractors and employees and information of customers of its contractors, suppliers, clients and Related Bodies Corporate.
- 7.3 Confidential Information will not include information which is or becomes readily available in the public domain otherwise than as a result of the breach of this contract.
- 7.4 The Employee must not use or disclose this Confidential Information during and after the Employment except in the following circumstances:
- a) The Employer has given its prior written consent; or
 - b) In the proper course of performing the duties of the Position and for the benefit of the Employer; or
 - c) To the extent required by law
- 7.5 Without limiting generality of the above of the abovementioned clause, the Employee must not disclose Confidential Information to other employees of the Employer unless these employees are authorised by the Employer to receive this information and need to know this information to perform their duties to the Employer.
- 7.6 The Employee must immediately notify the Employer if the Employee suspects that Confidential Information has been improperly used or disclosed.
- 7.7 The Employee must take all reasonable steps to prevent the unauthorised disclosure or use of the Confidential Information.



- 7.8 The Employee must execute all confidentiality agreements with the Employer that are designed to protect Confidential Information which comes to the attention of the Employee as a result of the Employment, as reasonably required by the Employer from time to time.
- 7.9 The Employee must not copy or remove from the Employer's premises any Document that contains Confidential Information except for the purpose of properly performing the duties of the Position and for the benefit of the Employer.

8. Post-Employment Restrictions

- 8.1 The Employee will comply with the post-employment restrictions, which are set out in Schedule A to this contract.
- 8.2 The Employee acknowledges that during the Employment, the Employee has or will have access to Confidential Information regarding the business of the Employer and its clients and customers, and the disclosure or use of such information may materially harm the Employer. The Employee agrees that the post-employment restraints contained in Schedule A are reasonable and necessary for the protection of the business of the Employer.

9. Intellectual Property

9.1 Acknowledgements

You acknowledge and agree that:

- (a) All intellectual and industrial property rights in confidential information and any modifications and enhancements to confidential information are owned by the YMCA;
- (b) Any **Inventions** and **Works** created by you during and in the course of your employment and the entire copyright throughout the world in all works are owned by the YMCA;
- (c) The YMCA owns all **Inventions** and **Works** absolutely and without further payment by the YMCA to you and to the extent necessary, you irrevocably assign to the YMCA all your present and future rights, title and interests in and to all **Inventions** and **works**;
- (d) You must immediately disclose to the YMCA (and to no other person) all the details of any **Inventions** or **Works** created by you in the course of your employment.

9.2 Consent

You:

- (a) Consent to the works being changed, copied, edited, added to, taken from, adapted and translated in any manner or context by the YMCA, and any person authorised by the YMCA to do so, for any purpose related to the YMCA's business, notwithstanding that such conduct may amount to derogatory treatment of the works within the meaning of the *Copyright Act 1968*; and
- (b) Acknowledge that the consent in clause 8.2(a) above is given genuinely and is not given because any person:
 - (i) Applied duress to you (or your representative) to give that consent; or
 - (ii) Made a false and misleading statement to you in relation to the giving of consent.

9.3 General

You must, both during your employment and thereafter:

- (a) Do all such acts and things as the YMCA may request reasonably to secure to the YMCA ownership or registration rights in the **Inventions** or **Works**, and you hereby grant to the YMCA the right to use your name to obtain any protection of the **Inventions** and **Works**; and
- (b) Not engage in any conduct that may damage the YMCA's intellectual property or industrial rights.