



DARTS AUSTRALIA INC.

INTELLECTUAL PROPERTY POLICY

INTELLECTUAL PROPERTY POLICY

1. Purpose

This policy regulates the ownership and protection of Darts Australia (DA) intellectual property and provides specific directions and formal guidelines to players, officials, directors and delegates, contractors and consultants on intellectual property related matters.

2. Scope

This applies to all DA players, officials, directors and delegates, contractors and consultants engaged by DA.

3. Definitions

- DA: Darts Australia
- IP: Intellectual Property
- Contributor: players, officials, directors and delegates, contractors and consultants is a:
 - Creator
 - Person that contributed to the creation, development or invention
- Creator: players, officials, directors and delegates, contractors and consultants who:
 - In the case of a patentable invention subject to the Patents Act 1990: is an inventor
 - In the case of a copyright work or similar subject to the Copyright Act 1968
 - In the case of a trade mark subject to the Trade Marks Act 1995: is a person who developed or first used the trade mark
 - In the case of designs registrable under the Designs Act 2003: is a designer
 - In the case of Plant Breeders Rights, under the Plant Breeder's Rights Act 1994: is a principal breeder
 - In the case of circuit layouts, under the Circuit Layouts Act 1999: is a designer
 - In the case of trade secrets and know how: is a creator of that body of knowledge
- Intellectual Property (IP): All statutory and other proprietary rights (including rights to require information be kept confidential) in respect of inventions, copyright, trademarks, designs, patents, plant breeder's rights, circuit layouts, know-how, trade secrets and all other rights includes:
- Pre-Existing Intellectual Property: Intellectual property that is developed and is owned by DA players, officials, directors and delegates, contractors and consultants

4. Policy Statement

DA recognises the importance of protecting intellectual property in the creation of assets and other benefits.

This policy establishes flexible mechanisms by which DA is able to identify, protect, manage and commercialise its intellectual property.

4.1 Ownership of Intellectual Property

Except otherwise stated, DA owns all intellectual property created by players, officials, directors and delegates, contractors and consultants in the course of their duties as follows:

- Created in or during the course of employment or engagement by the DA
- Using or accessing DA resources

Intellectual property created in or during the course of employment or engagement with DA includes IP created while participating in any project or program supported by funding obtained or provided by or through DA

4.2 Ownership by DA of Intellectual Property Developed by Contractors

Except as otherwise stated in this policy, DA owns all IP created by contractors:

- Created in or during the course of the appointment with DA
- Using DA resources
- While participating in any project or program supported by funding obtained or provided by or through DA

4.4 Ownership by DA of Intellectual Property Developed by staff

Except as otherwise stated, DA owns IP created by players, officials, directors and delegates, contractors and consultants unless a signed agreement has been executed to vary this policy.

4.5 Ownership of Pre-Existing Intellectual Property

DA does not assert ownership over pre-existing intellectual property that has clearly been identified in advance and documented in an agreement. To avoid disputes as to ownership, the relevant players, officials, directors and delegates, contractors and consultants, must advise the President in writing of the existence of pre-existing intellectual property that the players, officials, directors and delegates, contractors and consultants brings to the DA prior to employment or engagement. If no such advice is received by the President, then any IP used or disclosed during the period of employment or engagement will be treated as DA owned IP.

4.6 Brands

Where the policy states that DA owns IP, and a brand, trade mark, domain name or business name is used by players, officials, directors and delegates, contractors and consultants in a promotion, naming or commercialisation of that IP, then DA owns that brand, trade mark, domain name or business name.

4.7 Exceptions to DA Ownership

Where the policy states that DA owns IP, this may only be varied or waived by an agreement or approval in writing by the President.

5. Assignments of IP

5.1 Assistance

Contributors must:

- Execute all confirmations of assignment and ownership and other documentation necessary to give effect to the IP ownership and use provisions set out in this policy, prior to use of such if

- Provide assistance as reasonably requested, such as providing evidence including date of creation, assisting with IP protection procedures, and assistance with enforcement of IP

5.2 Effect of this Policy on Existing Arrangements

All existing legally binding contracts, deeds and agreements entered into by DA prior to the policy date will remain in full force and effect. Their terms will prevail to the extent that there is an inconsistency with this policy.

5.3 Assignment of IP Ownership by DA

DA may assign its rights, title and interests in IP owned by it to another sports like entity in its sole discretion.

5.4 Copyright Ownership Statement

All published or distributed copyright material owned by DA must include the following copyright statement:

© Copyright Darts Australia [year]

6. Protection and Commercialisation of IP Owned by DA

6.1 Notification

Players, officials, directors and delegates, contractors and consultants develop IP over which DA asserts ownership rights under this policy, must follow the Copyright Policy

6.2 Protection

The terms on which DA protects IP owned by DA pursuant to this policy will be at the absolute discretion of the President. DA will endeavour to make decisions regarding protection of such IP in consultation with the relevant creators and entities.

6.3 Commercialisation

The terms on which DA's IP is commercialised is at the absolute discretion of DA and may include consultation with the relevant creators and entities.

6.4 Dealings by Players, Officials, Directors, Delegates, Contractors and Consultants

No players, officials, directors and delegates, contractors and consultants may act on behalf of DA, or act in their own name, to assign, license, protect, enforce, commercialise or otherwise deal with IP which is owned by DA, or over which DA asserts rights under this policy, unless specifically permitted in writing by the President to do so.

7. Moral Rights

DA recognises the moral rights of the creators of certain works in accordance with the Copyright Act 1968. These include the right of fair attribution, and the need for work not to be altered or used in such a way that it harms the reputation of the creator. Where a creator agrees to be

involved in research activities as part of a project between DA and an external contractor or other third party, the creator may be required to provide a written consent in respect of the creator's moral rights in relation to certain works that may be created during the project prior to work commencing.

8. Indigenous Cultural and Intellectual Property Rights

The heritage of indigenous people is a living one and includes items that may be created in the future, based on that heritage. DA recognises and will protect indigenous cultural and intellectual property rights as identified under Australian federal laws.

9. References and Related Documents

- Patents Act 1990
- Copyright Act 1968
- Trademarks Act 1995
- Designs Act 2003
- Circuit Layouts Act 1989
- Charles Stuart University