

# Consent to Act as a Board Member of Internet Association of Australia Ltd



This document confirms the consent by a person to act as a Board Member of Internet Association of Australia Ltd.

## Part A – Personal Details

Name	
Address	
Date of Birth	
Place of Birth	
Email Address	
Effective Date	

## Part B – Consent

- A. I hereby consent to act as a Board Member of the Internet Association of Australia Ltd from the Effective Date set out above.
- B. I will comply with my obligations as a Board Member of the Internet Association of Australia Ltd in accordance with the *Corporations Act 2001 (Cth)*, any associated regulations, the Constitution of the Internet Association of Australia Ltd (as amended from time to time) and the general law.
- C. Attached to this Consent is a Confidentiality Undertaking, Conflict of Interest Policy and Code of Conduct for Board Members, each duly executed by me.

## Part C – Execution

\_\_\_\_\_  
Signature

Sign here

\_\_\_\_\_  
Signature of Witness

Sign here

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Date

# Board Member Confidentiality Undertaking

This Confidentiality Undertaking is made and given in favour of the Internet Association of Australia Ltd.

## Background

- A. The Board Member has consented to becoming a member of the IAA Board.
- B. In the course of discharging the Board Member's duties as a member of the IAA Board, the Board Member has been or will be provided with access to or will be exposed to or has otherwise requested access to, certain information, which may be confidential, sensitive or proprietary information of IAA or an IAA member.
- B. Any disclosure or use of Protected Information in breach of this Deed Poll will reduce the value of the information and will be harmful to the interests of IAA and/or its members.
- C. IAA and the Board Member have agreed that Protected Information received or accessed by the Board Member will be subject to and governed by the terms and conditions of this Deed Poll.

## Operative Terms

### 1. Definitions

In this Deed Poll:

**Applicable Law** means the *Privacy Act 1988* (Cth) and any other applicable law, regulation or code;

**Authority** means an administrative, judicial, legislative, regulatory or other competent authority;

**Deed Poll** means this Confidentiality Undertaking.

**IAA** means the Internet Association of the Australia Ltd.

**Permitted Purpose** means the performance of duties by the Board Member in his or her capacity as a Board Member of IAA for the benefit of IAA in accordance with the Constitution of IAA (as amended from time to time);

**Protected Information** means any information which is disclosed by IAA or any IAA member, Board Member, subcommittee member, or representative of IAA, to the Board Member, or becomes known to the Board Member or which comes into the possession of the Board Member or which the Board Member accesses, as a result of or in the course of the Board Member being a Board Member of IAA, and includes any copies, extracts, notes or reproductions of that information. For the avoidance of doubt, Protected Information includes information that relates to the business or affairs of IAA and its members and which is either marked as confidential or has the quality of confidential information, and includes the following types of information (whether or not reduced to writing or designated or marked as confidential):

- (a) work product resulting from or related to work or projects performed or to be performed by IAA, including the interim and final lines of enquiry, hypotheses, research and conclusions related thereto and the methods, processes, procedures, analysis, techniques and audits used in connection therewith;
- (b) information relating to developments including the nature of the developments, production data, technical and engineering data, test data and test results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing Intellectual Property Rights;
- (c) IAA personnel and financial information, supplier and member names and contact details and other supplier and member information, purchasing and internal cost information, internal services and operating manuals, and the manner and method of conducting IAA's business;
- (d) marketing and development plans, cost data, prices, fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of IAA which have been or are being discussed;
- (e) information supplied to IAA by an IAA member or by another third party that IAA agrees is confidential pursuant to a deed or agreement entered into by IAA with that third party; and
- (f) contracts and their contents, member services, data provided by members (or transmitted by members and/or their customers via any services provided by IAA) and the type, quantity and specifications of products and services purchased, leased, licensed or received by members of IAA.

## **2. Confidentiality**

- 2.1 The Board Member must hold all Protected Information in confidence and must only access, hold, use or disclose Protected Information in accordance with this Deed Poll and Applicable Law.
- 2.2 The Board Member may only use Protected Information for the Permitted Purpose and may only share that information with his or her fellow Board Members of IAA and other IAA representatives who strictly need to know the Protected Information for the Board Member to discharge his or her duties for the Permitted Purpose, provided that each such person has agreed to keep the Protected Information confidential on terms that are at least as stringent as the terms and conditions of this Deed Poll. The Board Member must record the full name of any person to whom it discloses Protected Information, or provides access to Protected Information to, and must promptly provide those names to IAA on request.
- 2.3 The Board Member must not, directly or indirectly, disclose, publish, release or make available any Protected Information, except to the extent that this Deed Poll expressly allows it.
- 2.4 The Board Member must not use Protected Information for any purpose other than the Permitted Purpose. In particular and without limiting the foregoing provisions of this clause 2.4, the Board Member must not use Protected Information for any unlawful purpose, or in breach of Applicable Law, IAA's Conflict of Interest Policy or the IAA Code of Conduct for Board Members.
- 2.5 The Board Member must not make any copies or reproductions of Protected Information, whether in printed, electronic, hardcopy, soft copy or other form, without IAA's prior written consent.
- 2.6 The Board Member must implement reasonable security measures for the storage and handling of Protected Information, and must ensure that the security measures are at least as good as those implemented for equivalent information of its own.
- 2.7 The Board Member must immediately notify IAA if he or she becomes aware of any disclosure or use of Protected Information that is contrary to the terms and conditions of this Deed Poll.

## **3. Exceptions**

- 3.1 This Deed Poll does not restrict the Board Member's use, disclosure or copying of information which:
- (a) is or becomes widely available to the public through no breach, fault or omission of the Board Member;
  - (b) was already known to the Board Member without any restrictions on use or disclosure; or
  - (c) is provided to the Board Member by a third party whose use and disclosure of the information is not subject to any confidentiality or nondisclosure restrictions.
- 3.2 To the extent that Protected Information comprises information provided to IAA or a Board Member or representative of IAA by a supplier of IAA that IAA has agreed to keep confidential pursuant to an agreement with that supplier (**Supplier Agreement**), that information is only Protected Information for the purposes of this Deed Poll until such time as the information is no longer required to be kept confidential pursuant to the Supplier Agreement.
- 3.3 If an Authority orders the Board Member to disclose any Protected Information, the Board Member must promptly provide IAA with details of the order and the Protected Information to which it relates (to the extent the provision of those details is legally permissible), and must use his or her best efforts to cooperate with IAA to challenge the order and prevent or limit disclosure under that order (if required by IAA). Provided that a party complies with this clause, any disclosure or copying of Protected Information required by the order does not breach this Deed Poll.

## **4. Duration**

- 4.1 This Deed Poll commences on the date it is signed and remains in effect in perpetuity.

## **5. No obligation to disclose**

- 5.1 The Board Member acknowledges and agrees that this Deed Poll does not oblige IAA to disclose or make available any Protected Information to the Board Member.

## **6. Injunctive relief**

- 6.1 The Board Member acknowledges and agrees that any breach of this Deed Poll may cause irreparable harm to IAA for which the payment of damages would not be an adequate remedy and that IAA is therefore entitled, in addition to any other rights and remedies it may have, to apply for and obtain immediate injunctive or equitable relief to enforce the Board Member's obligations under this Deed Poll.

## **7. General**

- 7.1 This Deed Poll is made under and will be governed by and construed according to the laws in force in New South Wales, and each party irrevocably submits to the exclusive jurisdiction of the courts in that State with respect to any dispute concerning this Deed Poll or any application to enforce any of its provisions.

- 7.2 If a provision of this Deed Poll is held by a court to be illegal, void or unenforceable, the offending provision will be severed from the Deed Poll to the extent and in the manner that best gives effect to the remaining provisions.
- 7.3 The Board Member must not assign or novate its rights or obligations under this Deed Poll to any third party except with the prior written consent of IAA.
- 7.4 This Deed Poll may be executed using DocuSign or another electronic signature method.

**Executed as a deed poll**

Signed, sealed and delivered by (the **Board Member**):

Full Name:

Sign here

Address:

Sign here

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Date

# Conflict of Interest Policy

## Purpose

The purpose of the conflict of interest policy is to address actual and potential conflicts of interest that may arise between the private interests of a Board Member, officer, committee member or member of a sub-committee of the Internet Association of Australia Ltd. (the **Association**) and their obligations to the Association. This policy is intended to supplement but not replace any applicable state and federal laws governing conflicts of interest applicable to the Association. To the extent of any inconsistency between this policy and the *Associations Incorporation Act 2015* (WA) (the **Act**), the Act shall prevail.

## Definitions

### **Interested Person**

Any Board Member, officer, committee member or member of a sub-committee of the Association who has a direct or indirect conflict of interest (as described in section 2 of this policy) or financial interest (as described in section 3 of this policy), is an “interested person” for the purposes of this Policy.

### **Conflict of Interest**

A conflict of interest may arise when a Board Member, officer, committee member or member of a sub-committee of the Association has private or personal interests that may affect (or be perceived to affect) their ability to act in the best interests of the Association when they are carrying out their duties for the Association.

For example, a conflict of interest may arise where:

- a Board Member, officer, committee member or member of a sub-committee has a financial interest relating to a contract or proposed contract being considered by the Board;
- an applicant for employment with the Association is a relative of a Board Member, officer, committee member or member of a sub-committee; or
- a person serves on the Board, committees or sub-committees of two associations or organisations (one of which is the Association) that compete for the same tenders or grants.

### **Financial Interest**

A person has a “financial interest” if the person has, directly or indirectly, through business, investment, employment or family:

- an ownership or investment interest in any entity with which the Association has entered into a contract or arrangement;
- a compensation arrangement the Association has entered into with any entity or individual; or
- a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Association is negotiating a contract or arrangement.

For the purposes of this Policy, “compensation” includes direct and indirect remuneration as well as gifts or favours.

A financial interest is not necessarily a conflict of interest. A person who has a financial interest will only have a conflict of interest only if the Board decides that a conflict of interest exists.

## Procedures

### **1. Duty to Disclose**

Where there is any actual or potential conflict of interest or financial interest, an interested person must, as soon as they become aware of the actual or potential conflict of interest or financial interest, disclose the existence of the interest to the Board.

### **2. Determining whether a conflict of interest and/or financial interest exists**

After disclosure of the actual or potential conflict of interest and/or financial interest and all material facts, and after any discussion with the interested person, the person who has the conflict shall leave any applicable Board meeting at which the Board shall determine whether there is a conflict of interest and/or financial.

### **3. Procedures for Addressing the Conflict of Interest and/or financial interest**

An interested person may make a presentation at a Board meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the relevant contract or arrangement involving the possible conflict of interest and/or financial interest.

The chairperson of the Association shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed contract or arrangement.

After exercising due diligence, the Board shall determine whether the Association can obtain with reasonable efforts a more advantageous contract or arrangement from a person or entity that would not give rise to a conflict of interest and/or financial interest.

If a more advantageous contract or arrangement is not reasonably possible under circumstances not producing a conflict of interest and/or financial interest, the Board shall determine by a majority vote of the disinterested Board Members whether the contract or arrangement is in the Association's best interests, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the contract or arrangement.

#### **4. Violations of the Conflicts of Interest Policy**

If the Board has reasonable cause to believe a Board Member has failed to disclose actual or possible conflicts of interest and/or financial interest, it shall inform the Board Member of the basis for such belief and afford the Board Member an opportunity to explain the alleged failure to disclose.

If, after hearing the Board Member's response and after making further investigation as warranted by the circumstances, the Board determines the Board Member has failed to disclose an actual or possible conflict of interest and/or financial interest, it shall take appropriate disciplinary and corrective action.

#### **Records of Proceedings**

The minutes of all Board meetings shall contain:

- The names of the persons who disclosed or otherwise were found to have a financial interest or other conflict of interest or potential conflict of interest, the nature of the conflict of interest or potential conflict of interest, any action taken to determine whether a conflict of interest and/or financial interest was present, and the Board's decision as to whether a conflict of interest and/or financial interest in fact existed. [SEP]
- The names of the persons who were present for discussions and votes relating to the contract or arrangement, the content of the discussion, including any alternatives to the proposed contract or arrangement, and a record of any votes taken in connection with the Board meeting.

#### **Compensation**

- A voting member of the Board who receives compensation, directly or indirectly, from the Association for services is precluded from voting on matters pertaining to that Board Member's compensation.
- A voting member of the Board whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Association for services is precluded from voting on matters pertaining to that Board Member's compensation.
- No voting member of the Board whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Association, either individually or collectively, is prohibited from providing information to any Board Member regarding compensation.

#### **Annual Statements**

Each Board Member, officer or member of a sub-committee shall annually sign a statement which affirms such person:

- Has received a copy of this Conflict of Interest Policy (as amended by the Association from time to time),
- Has read and understands this Policy and has agreed to be bound by and comply with this Policy.

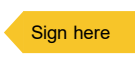
#### **Signature**

I, the undersigned, affirm that I have received a copy of the above Conflict of Interest Policy, and that I have read and agree to be bound by and comply with it.

\_\_\_\_\_  
(name)

\_\_\_/\_\_\_/\_\_\_  
date

\_\_\_\_\_  
(signature)



# Code of Conduct for Board Members

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The members of the Board of the Internet Association of Australia Ltd (the **Association**) (**Board Members**) are bound by this Code of Conduct. The objective of this Code of Conduct is to ensure that high standards of corporate and individual behaviour are observed by members of the Board in the context of discharging their duties as Board Members of the Association. All Board Members must familiarise themselves with this Code of Conduct.

This Code of Conduct is intended to supplement but not replace any applicable state and federal laws applicable to the Association. To the extent of any inconsistency between this policy and the *Associations Incorporation Act 2015 (WA)* (the **Act**), the Act shall prevail. The Act sets out duties officers of associations such as the Association must comply with, such as the duty of care and diligence, the duty of good faith and proper purpose and duties regarding use of position and use of information. Board Members must familiarise themselves with the Act, including the duties set out in the Act that apply to officers of associations set out in Division 3 of Part 4 to the Act.

The Board Members are the leaders of the Association and must act with high standards of corporate and individual behaviour when discharging their duties as Board Members of the Association, to promote the good names and reputation of the Association. This Code of Conduct applies when any Board Member is in contact with Association staff and members, and at all other times where a Board Member is, or could be seen as, representing the Association.

As a Board Member of the Association, you are required to:

**1. Act with honesty and integrity:**

- be open and transparent in your dealings as a Board Member;
- discharge your duties as a Board Member responsibly;
- ensure that any possible conflict of interest is dealt with under the Association's Conflict of Interest Policy;
- strive to earn and sustain public trust and the trust of the Association's membership at a high level.

**2. Exercise due care, diligence and skill:**

- ascertain all relevant information;
- make reasonable enquiries;
- understand the financial, strategic and other implications of decisions that you make as a Board Member.

**3. Act in good faith and in the best interests of the Association:**

- demonstrate accountability for your actions;
- accept responsibility for your decisions;
- avoid activities that may bring you or the Association into disrepute.

**4. Act fairly and impartially:**

- avoid bias, discrimination, caprice or self interest;
- demonstrate respect for others by acting in a professional and courteous manner.

**5. Use information appropriately:**

- ensure confidential information of the Association is kept confidential and that you comply with any Confidentiality Undertaking that you provide in favour of the Association;
- ensure that any personal information coming to your attention as a Board Member is handled in compliance with the Association's privacy obligations.

**6. Use your position appropriately:**

- avoid the use of your position as a Board Member to seek an undue advantage for yourself, family members or associates;
- avoid the use of your position as a Board Member in any way that causes detriment to the Association;
- ensure that you decline gifts or favours that may cast doubt on your ability to apply independent judgement as a Board Member of the Association.

**7. Act in a financially responsible manner:**

- understand financial reports, audit reports and other financial material that comes before the Board;
- actively inquire into this material.

**8. Comply with the Association’s governance rules:**

- have a good working knowledge of the Association’s governing documents pertaining to your role as a Board Member (including the Constitution of the Association, as amended from time to time);
- act within the powers and for the functions set out in the Association’s governing documents (including the Constitution of the Association, as amended from time to time).

**9. Demonstrate leadership and stewardship:**

- promote and support the application of the Association’s values;
- acknowledge and act in accordance with the responsibility you as a Board Member have in regard to the rights of members of the Association and other stakeholders of the Association;
- actively foster a safe and comfortable environment for members, staff and fellow Board Members, committee members and sub-committee members of the Association;
- act in accordance with this Code of Conduct.

Furthermore, Board Member must not:

- make improper use of information acquired as a Board Member;
- engage in conduct likely to bring discredit upon the Association;
- behave inappropriately at Association events or premises such as by bullying, engaging in sexual or other harassment, or by consuming illicit substances;
- personally benefit at the expense of the Association or give the appearance of doing so;
- take inappropriate advantage of their fiduciary positions;
- make improper use of information acquired in their role as Board Member; or
- exercise powers of the Board individually without delegation by the Board.

I, the undersigned, affirm that I have received a copy of the above Code of Conduct, and that I have read and agree to be bound by and comply with it.:

\_\_\_\_\_  
(name)

\_\_\_/\_\_\_/\_\_\_  
date

\_\_\_\_\_  
(signature)

Sign here