

	SAAA CONTROLLED DOCUMENT	
	Reference / Name	<b>LEGAL 1.01-001 SAAA &amp; Member Indemnity &amp; Intellectual Property Rights Deed.docm</b>
	Revision No	1
	Revision Date	29 - 11 - 2019
	Owner	MCG

**SPORT AIRCRAFT ASSOCIATION OF AUSTRALIA INC**

AND

**THE MEMBERS OF THE SPORT AIRCRAFT ASSOCIATION OF AUSTRALIA INC**

AND

**ANY ONE MEMBER OF THE SPORT AIRCRAFT ASSOCIATION OF AUSTRALIA INC**

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**INDEMNITY AND INTELLECTUAL PROPERTY RIGHTS  
DEED**

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Suites 18-20, 29 Collier Road  
MORLEY WA 6062  
Tel: 9375 3411  
Fax: 9275 1311  
Ref: SJB:ek:20066 (D01)

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### REVISIONS RECORD:

Revision:	Date:	Description (principle points of revision):
0	29-Aug-2019	Initial draft issued by Lynn & Brown Lawyers
1	29-Nov-2019	Adapted draft by SAAA to reflect: <ul style="list-style-type: none"> <li>a. "Support" in lieu of "Services" and addition of "information" as an item of support</li> <li>b. Consistent reference to "Advisors" and "Volunteers"</li> <li>c. Replace all references to "Agreement" with "Deed"</li> <li>d. Provision of written or digital signature / acceptance of the Deed solely by a Member as "Recipient of Support"</li> </ul>
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**B E T W E E N :**

**SPORT AIRCRAFT ASSOCIATION OF AUSTRALIA INC** of Building 9, Narromine Airport, Narromine in the State of New South Wales (“SAAA”)

AND

**THE MEMBERS OF THE SPORT AIRCRAFT ASSOCIATION OF AUSTRALIA INC** (“Members”)

AND

**ANY ONE MEMBER OF THE SPORT AIRCRAFT ASSOCIATION OF AUSTRALIA INC** (“Recipient”)

RECITALS

- A. The SAAA is an incorporated association formed to provide Support to its Members.
- B. The SAAA or any Member of the SAAA in receipt of such Support is a Recipient.
- C. The SAAA and the Members of SAAA often assist each other with the Support comprising but not limited to any of guidance, advice, education, training, information and/or any other support provided in any form or manner to a Recipient.
- D. The SAAA and its Members all agree that they should not be responsible and/or liable to each other or the SAAA for the Support provided by the SAAA or any of its Members except as permissible at law.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. **DEFINITIONS, INTERPRETATIONS AND HEADINGS**

1.1. **Definitions**

“**Advisor**” means anyone who provides the Support to or for the SAAA, its Members or a Member.

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**“Intellectual Property Rights”** means all present and future rights conferred by statute, common law or equity in or in relation to any copyright, trademarks, designs, patents, circuit layouts, business and domain names, inventions, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields.

**“Member”** means any one member of the SAAA.

**“Members”** means all the members of the SAAA.

**“Moral Right”** means:

- (a) a right of attribution of authorship;
- (b) a right not to have authorship falsely attributed;
- (c) a right of integrity of authorship; or
- (d) a right of a similar nature,

which is conferred by statute, and which exists or comes to exist anywhere in the world in a deliverable form comprised within this Deed.

**“Recipient”** means a Member receiving the Support.

**“Support”** means when a Member and/or the SAAA provides the support comprising but not limited to any of guidance, advice, education, training, information and/or any other support in any form or manner to any other Member.

**“Volunteer”** means anyone who provides the Support to or for the SAAA, its Members or a Member.

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## 1.2. Interpretations

In this deed unless the context otherwise requires:

- (a) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
- (b) a reference to a clause or part of a clause is a reference to that clause or part of a clause of this deed;
- (c) the singular includes the plural and vice versa;
- (d) A reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;
- (e) a reference to any gender includes all genders;
- (f) a reference to a clause or schedule is to a clause or schedule of this deed;
- (g) a reference to \$ is to Australian currency;
- (h) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning; and
- (i) where an expression is defined anywhere in this deed it has the same meaning throughout.

## 1.3. Headings

In this deed, headings are for convenience of reference only and do not affect interpretation.

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## 2. LIMITATION OF LIABILITY AND EXCLUSION OF LIABILITY

- (a) Subject to clause 5, the SAAA and the Advisor or Volunteer are not liable to the Recipient for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the Support, except to the extent that such liability may not lawfully be limited or excluded. For the avoidance of doubt, this extends to any employees, contractors, agents, representatives, licensees or permitted assigns of the SAAA and the Advisor or Volunteer and includes all types of loss or damage.
- (b) Notwithstanding the generality of clause 2(a), the SAAA and the Advisor or Volunteer expressly excludes liability for consequential loss or damage which may arise in respect of the Support or for loss of loss of data, loss of, or claim for, revenue, profits, actual or potential business opportunities or anticipated savings or profit, whether direct, indirect, economic, consequential howsoever arising by way of act or omission in contract or in tort. The Recipient agrees to release and indemnify the SAAA and the Advisor or Volunteer to that extent.
- (c) Where the SAAA and/or the Advisor or Volunteer cannot by law exclude such liability, its liability to the Members will be limited to, if the breach relates to goods, the replacement or repair of the goods or, if the breach relates to Support, the supply of that Support or the payment of the cost of that Support provided again. This clause applies despite anything else contained in or incidental to this Deed and to the fullest extent permitted by law.
- (d) Notwithstanding clause 2(a), the limitation of liability set out in clause 2(a) will not apply to any liability arising as a result of, or in connection with:
- (i) fraud or wilful misconduct by the SAAA or the Advisor or Volunteer;
  - (ii) breach of confidentiality by the SAAA or the Advisor or Volunteer;

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- (iii) breach of privacy by the SAAA or the Advisor or Volunteer;
- (iv) infringement of a third party's Intellectual Property Rights by the SAAA or the Advisor or Volunteer. For the purposes of this contract, the term "the SAAA" shall mean the SAAA, its officers, employees, sub-contractors, suppliers and agents, whether individually or collectively.
- (e) To the fullest extent permitted by law, the SAAA and the Advisor and Volunteer exclude all warranties implied by law except as expressly set out in this Deed.

### 3. Title and Intellectual Property Rights

- (a) The Members and Advisors and Volunteers agree that the SAAA owns all Intellectual Property Rights to the documents, works, training material, information, models, parts, plans, concepts provided to or shared with Members through the SAAA, the Advisors, Volunteers and/or the Members.
- (b) The Members agree that any works, items, materials or information of whatever nature produced or developed by a Member for SAAA or any employee, Advisor or Volunteer of the SAAA, in the course of the SAAA's operations will remain the sole and complete property of the SAAA, whether such property is tangible or is in the nature of industrial and Intellectual Property Rights (including copyright and rights of Confidential Information).
- (c) If the Member has fully complied with this Deed and if the works, items, materials or information referred to in clause 3(b) have been produced by a Member, Advisor or Volunteer as part of the SAAA Support, the Member, Advisor and Volunteer grants the Intellectual Property Rights of such works, items, materials and information to the SAAA.

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- (d) Nothing in this Deed affects the Moral Rights in any works, items, materials or information supplied pursuant to this Deed.

#### 4. Notices

- (a) In this Deed, notices include any approvals, consents, instructions, orders, directions, statements, requests and certificates or other communications that may be given, or are required to be given, under this Deed.
- (b) Unless expressly stated otherwise in this Deed, all notices must be:
- (i) in writing;
  - (ii) if the party is a company, signed by the company'
  - (iii) either left at the registered address if the recipient of the notice, sent by prepaid ordinary post, sent by fax, or given in any other way permitted by law.
- (c) All notices take effect from the time they are received unless a later time is specified.
- (d) If a notice delivered after 5pm on any day, the notice will be deemed to have been received at the commencement of business on the next business day.

#### 5. General provisions

##### 5.1. Bar on future proceedings

This Deed may be pleaded by either party as an absolute bar to any claim, demand, action or proceeding arising out of, or in connection with, the Dispute, except for a proceeding to enforce this Deed.



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## 5.2. **Making of Deed and Capacity to enter into Deed**

This Deed can be made solely either by the written signature or digital acceptance of a Member.

Each party represents and warrants to each other party that it has the power to execute, deliver and perform its obligations under this Deed.

## 5.3. **Assignment**

No party to this Deed may assign all or any of its rights or obligations under this Deed without the prior written consent of the other parties.

## 5.4. **Applicable law**

This Deed is governed by the laws of New South Wales and the parties submit to the jurisdiction of the courts of New South Wales.

## 5.5. **Amendments**

This Deed may not be varied except first by approval of SAAA and then, in respect of each Member party to a Deed prior to its amendment, subsequent execution or acceptance of the amended Deed either in writing or in digital form by a Member.

## 5.6. **Severability**

If any provision of this Deed is held to be unlawful, invalid, unenforceable or in conflict with any rule of law, statute, ordinance or regulation, it is to be severed so that the validity and enforceability of the remaining provisions are not affected.

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### 5.7. Further Assurances

Each party must do anything necessary (including executing forms, deeds, deeds and documents) at its own cost to give full effect to this deed and the transactions contemplated by it.

### 5.8. Costs of claims

If any Member brings a claim in a court or a tribunal against the SAAA or an Advisor or Volunteer, the Member bringing the claim will pay the SAAA's and/or the Advisor's or Volunteer's legal costs on a full indemnity basis.

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This Deed is made on this \_\_\_\_\_ day of the month of \_\_\_\_\_ in the year 20 \_\_\_\_ between:

**THE SPORT AIRCRAFT ASSOCIATION OF AUSTRALIA INC**

AND

**THE MEMBERS OF THE SPORT AIRCRAFT ASSOCIATION OF AUSTRALIA INC**

AND

**THE MEMBER** whose name and signature appear below

\_\_\_\_\_  
SIGNED by the said Member

\_\_\_\_\_  
Member's Membership Number

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

In the presence of WITNESS:)

\_\_\_\_\_

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

Address:

Occupation: