Preamble: Knowledge and information is recognised as a significant asset to the Australasian Fire and Emergency Service Authorities Council Limited (AFAC) and the emergency management industry and as such is a critical and strategic resource. AFAC Members have expressed goodwill and intent towards the sharing of their information to support the advancement of knowledge throughout the industry.

Demand for information is growing and greater access is possible through technology advancements, however, information and knowledge that is shared needs to be managed. Managing information requires particular considerations regarding its value to its users and protections required for its creators.

The Policy Statements outlined in this document are underpinned by the following principle:

*The primary purpose of information created or acquired in accordance with the business of AFAC is in the interests of the fire, land management and emergency services industry and ultimately for public good. AFAC Members voluntarily contribute information and will make every reasonable effort to share information and ensure such information is freely available.*

Objective: This Policy is to establish protocols and protections to ensure that those contributing information for the purposes of furthering the interests of AFAC and the fire, land management and emergency services industry can do so with confidence and assurance that their information, including personal information and any Intellectual Property rights will be satisfactorily handled.

Scope: This Policy encompasses all aspects of the business of AFAC and the contribution and creation of information by its Members for the purpose of AFAC business.

Given that the business of AFAC includes the AFAC website, by extension this Policy will also cover contributions of AFAC Members, partners and stakeholders to this website.
Ownership of information is not governed by particular legislation, however, a comprehensive framework of national and state legislation does exist to protect and manage some forms of information such as Intellectual Property. Further, existing national and state privacy legislation exists to ensure personal information is protected.

The statements contained in this Policy are not intended to affect any privacy provisions, nor the ownership of Intellectual Property rights as protected by law, rather they are intended to complement these protections and clarify the process of information sharing and how such matters will be handled.

**Policy Statements:**

- Every effort will be made to ensure contributors of information are afforded due recognition of any Intellectual Property rights, and acknowledgement and attribution will be made accordingly.

- All individuals who have contributed to a project will be acknowledged and where information or material from another source is used or quoted it will be appropriately referenced and permissions sought and fees paid if required.

- Infringement of a third party’s Intellectual Property will be avoided by obtaining and retaining permission from the third party prior to the use of the Intellectual Property for any purpose.

- All AFAC website authorised users must abide by any codes, terms and conditions and other stipulations as developed by AFAC from time to time as specified in the attached Schedules to this Policy.

- Contributing Members are responsible for identifying the required access level for their content and authorising the release and maintenance of any content provided to AFAC.

- The AFAC Secretariat will act as the custodian of all information created by AFAC during the course of its business.

- As custodian, the AFAC Secretariat will ensure that information is secured, managed and maintained effectively and available for use or re-use as appropriate and in accordance with the directions provided by the contributing Member.

- Individuals who contribute information which contains Intellectual Property do so on the understanding that users of the information may make non-commercial use of that information, provided they abide by the Terms and Conditions of use as outlined in the attached Schedules to this Policy.

- Commercialisation of any Intellectual Property created in the course of AFAC business will be handled on a case by case basis and approved by the AFAC Council. Financial benefits derived from such commercialisation will be negotiated on the basis that the benefits are to be returned to the fire and emergency management industry.

- Commercial use of any Intellectual Property acquired in the course of AFAC or AFAC website business will be negotiated on a case by case basis with the
owner of the Intellectual Property and incorporate appropriate legal, financial and commercial Intellectual Property advice.

- Participants finding unethical or suspected unethical behaviour or practices are to immediately inform the AFAC Secretariat in writing of their concerns.
- Any individual(s) found in breach of any codes, terms and conditions, or other stipulations may be suspended from AFAC business and the matter referred to the CEO of the organisation to which the person(s) belong for determination and action.

**Definitions:**

- **Commercialisation** – means the results of an endeavour converted to marketable products or services.
- **Member** – means an Emergency Service Member or Affiliate Member as specified in the AFAC Constitution and AFAC Policy Member and Customer Categories.
- **Secretariat** – means the AFAC office and its staff.

**Responsibilities:**
The AFAC CEO is responsible for this Policy and any breaches should they occur. A Member CEO/Commissioner/Chief Officer is responsible for the conduct of their representatives.

**Policy Manager:** Director, Business & Finance

**Policy Stakeholders:**
Board Members  
AFAC Member Agencies  
Contributors of Information to the business of AFAC

**Related Documents:**
- All State/Territory Privacy and Intellectual Property Legislation  
- Commonwealth Copyright Act 1968  
- AFAC Members and Customer Category Policy  
- AFAC Code of Conduct  
- AFAC Privacy Policy  
- AFAC Affiliate Membership Policy  
- AFAC Representation – a Guide  
- Replaces Business Rule – Information Sharing & IP; April 2008  
- Privacy Act 1988 (Cth)

**Authorised:** AFAC Board  
Date: 28/05/2014

**Attachments:**
Schedule 1 – Terms and Conditions for the AFAC website  
Schedule 2 – Disclaimer Statements for all AFAC documents and websites
Schedule 1 - Terms and Conditions for the AFAC website

It will be a condition of the AFAC website for all participants to acknowledge the following Terms and Conditions, AFAC Policies for Social Media, Privacy and Code of Conduct prior to access being granted:

1.1. In this Schedule, “Intellectual Property” includes all present and future copyright and neighbouring rights, all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, confidential information (including trade secrets and know how), registered designs, circuit layouts and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields and whether created in Australia, New Zealand or elsewhere.

1.2. By accessing or using the AFAC website you (the user or intended user in your personal capacity) agree to these Terms and Conditions.

1.3. The material on the AFAC website is presented for the purposes of facilitating the sharing of fire and emergency management information between researchers, government departments and fire, land management and emergency service agencies.

1.4. You must not access or use the AFAC website or any of its content unless at the date of such access and use, you:

   a) are a current member and authorised representative of a current AFAC Member organisation, or partner agency; and

   b) have been given duly authorised access to the relevant areas and functions.

1.5. You acknowledge and agree that in addition to these Terms and Conditions, use of the AFAC website or its content is subject to:

   a) the Code of Conduct applicable to any AFAC Member; and

   b) all instructions, conditions, notices and disclaimers on the AFAC website or that may be issued to you from time to time.

1.6. During the term of this agreement you may use, subject to these Terms and Conditions, the AFAC website or its content:

   a) within any organisation you represent within AFAC, and

   b) only for non-commercial purposes

1.7. You must not use the AFAC website or any of its content in any way that may:

   a) infringe the rights of any person (including any privacy rights, Intellectual Property rights, or rights in respect of confidential information);

   b) be considered by a reasonable person to be unethical, offensive or inappropriate;

   c) breach any relevant law (without limitation including collusive conduct or any matter that may breach privacy, competition, consumer or corporations law)
1.8. You must promptly notify us if you believe you have discovered an error or deficiency in the AFAC website or any of its content or if you become aware of any relevant circumstance that may lead to a complaint or claim being made by any person concerning the AFAC website or any of its content (for example, in respect of breach of privacy or confidentiality or Intellectual Property rights).

1.9. You acknowledge and agree that access to and use of the AFAC website is on an ‘as is, as available’ basis only.

1.10. The AFAC website may include third party content including that contained in documents and information in on-line discussions posted on it. You acknowledge and agree that:

   a) AFAC is not in any way responsible for such content, and will have no liability to you of any kind in respect of it;

   b) that any views expressed or information provided are those of the relevant third party and are not approved or endorsed by us; and

   c) although we intend to regularly review content, we are not obliged to actively monitor or supervise such content, but will take action after due consideration in the event of any issue or complaint being raised.

1.11. You acknowledge and agree that:

   a) links to websites outside the AFAC website are included for your convenience only and do not represent a recommendation or endorsement by us of any content or organisation or product or service connected with or promoted by the linked sites; and

   b) we will have no liability of any kind to you in respect of such third party content, links or sites.

   c) AFAC is not responsible for the privacy policies of other websites, and that you will take action as you see fit to review the privacy policies of other websites.

1.12. You must take all reasonable action to prevent and detect unauthorised use of the AFAC website or its content that relates to your access (or access rights) to the AFAC website or its content.

1.13. Where you are issued with an account, user-ids, passwords, encryption keys and other information relating to access, authentication or security relating to the AFAC website:

   a) you must take all reasonable action to protect and maintain the security of that information and account;

   b) you must immediately notify us if you know or suspect that access or authentication security information has been compromised or any other kind of unauthorised use or security breach has occurred;

   c) you are responsible for all information you may access or download through the use of your account; and

   d) you are responsible for all use (including unauthorised use) of your account.
1.14. Although AFAC will take reasonable steps to ensure that a range of security controls are applied to protect the AFAC website from unauthorised access, you acknowledge and agree that:

a) the world wide web is an unsecured public network that gives rise to a potential risk that a user’s transactions are being viewed, intercepted or modified by third parties;

b) we do not represent or warrant that the security controls implemented for the AFAC website will be effective in all circumstances or that unauthorised access to or alteration of the AFAC website or its content or related systems will not occur; and

c) that files, data or information that you download may, despite precautions we may take, contain computer viruses, disabling codes, worms or other harmful code, devices, or defects, and that you are responsible for implementing and maintaining appropriate and effective measures to protect yourself in this regard.

1.15. To the extent permitted by law;

a) the AFAC website and all its content is provided ‘as is’ and without warranties of any kind, either express or implied;

b) we do not represent or warrant that your access to or use of the AFAC website and its content will be uninterrupted or error-free or free of viruses or any other harmful components, or that any defects will be detected or corrected;

c) we do not represent or warrant that any content is correct, accurate, up to date, complete, reliable or is not subject to defects, errors or omissions of any kind; and

d) you alone assume the entire risk for any use you make of the AFAC website and its content.

1.16. To the extent permitted by law, we have no liability to you in respect of any loss or damage that you might suffer that is directly or indirectly related to the AFAC website and its content, no matter how arising (including as a result of negligence).

1.17. Under no circumstances (including but not limited to any act or omission by us) will we be liable for any indirect, incidental, special and/or consequential damages or loss of profits whatsoever which result from any use or access of, or any inability to use or access, the AFAC website and its content, including member only areas.

1.18. These Terms and Conditions can be varied at any time by notice to you, which can be effected by means of an on-line notice upon login.

1.19. Your access to and use of the AFAC website may be terminated immediately and without notice if you breach any of these Terms and Conditions and in such event we reserve all other rights we may have against you in respect of such breach.

1.20. We may suspend your access to and use of the AFAC website while we are investigating any course of action we may take where we suspect:

a) you may have breached any of these Terms and Conditions; or

b) you or your account is involved in or subject to any breach or compromise of security or unauthorised use.
Schedule 2 – Disclaimer Statements

The following statements are to be displayed as appropriate when creating, publishing or re-using information.

1. **ALL documents** created for and by AFAC must have the following statements:

   **Copyright © 20xx, Australasian Fire and Emergency Service Authorities Council Limited**
   All rights reserved. Copyright in this publication is subject to the operation of the Copyright Act 1968 and its subsequent amendments. Any material contained in this document can be reproduced, providing the source is acknowledged and it is not used for any commercialisation purpose whatsoever without the permission of the copyright owner.

   Australasian Fire and Emergency Service Authorities Council Limited (ABN 52 060 049 327)
   Level 1, 340 Albert Street
   East Melbourne Victoria 3002
   Telephone: 03 9419 2388
   Facsimile: 03 9419 2389

   Email: afac@afac.com.au

   **Disclaimer:**
   This document is constructed from consultation and research between Australasian Fire and Emergency Service Authorities Council Limited (**AFAC**), its Members and stakeholders. It is intended to address matters relevant to fire, land management and emergency services across Australia and New Zealand.

   The information in this document is for general purposes only and is not intended to be used by the general public or untrained persons. Use of this document by AFAC Member agencies, organisations and public bodies does not derogate from their statutory obligations. It is important that individuals, agencies, organisations and public bodies make their own enquiries as to the currency of this document and its suitability to their own particular circumstances prior to its use.

   AFAC does not accept any responsibility for the accuracy, completeness or relevance of this document or the information contained in it, or any liability caused directly or indirectly by any error or omission or actions taken by any person in reliance upon it.

   Before using this document or the information contained in it you should seek advice from the appropriate fire or emergency services agencies and obtain independent legal advice.
2. **All websites operated by AFAC must have the following statements:**

**Copyright:**
Copyright in the material published on this website is subject to the operation of the Copyright Act 1968 and its subsequent amendments.

Material may be downloaded, displayed, printed and reproduced in unaltered form only for non-commercial use or use within an organisation. Distribution of any copies of downloaded material is permitted provided that it is in its unaltered, complete form only.

All other rights are reserved by the copyright owner.

Under no circumstances can any of the information be used for commercialisation purposes without the permission of the copyright owner.

For further information regarding copyright ownership contact:

Australasian Fire and Emergency Service Authorities Council Limited (ABN 52 060 049 327)
Level 1, 340 Albert Street
East Melbourne Victoria 3002
Telephone: 03 9419 2388
Facsimile: 03 9419 2389

Email: afac@afac.com.au
Internet: http://www.afac.com.au

**Disclaimer:**
The material on this web site is provided as an information source only. The information is provided solely on the basis that readers will be responsible for making their own assessment of topics discussed on this website and are strongly advised to verify all relevant representations, statements and information.

The material may include the views or recommendations of third parties, and does not necessarily reflect the views of AFAC, or indicate a commitment to a particular course of action.

From time to time material provided by AFAC Members and other third parties may sometimes present conflicting opinions. AFAC has no view in such cases; users are referred back to the source for clarification.

This web site contains information that is intended to support research adoption and policy development by fire, land management and emergency services. Errors or omissions can occur in the preparation of web pages, therefore, before relying on the material, users should independently verify its accuracy, completeness, relevance for their purposes and that it is up-to-date.

Links to other web sites are provided for the user’s convenience and do not constitute endorsement of material at those sites, or any associated organisation, product or service.
Privacy Statement:
AFAC is subject to the *Privacy Act 1988* (Cth) which requires that it comply with the *Australian Privacy Principles* (APPs) set out in the Act. The APPs set out how entities should collect, hold, use, and disclose personal information and how individuals can access records containing their personal information.

AFAC’s Privacy Policy can be accessed here (Link to document).

Any individual with questions, corrections to personal information, concerns or complaints about AFAC’s privacy policy or its application can contact:

AFAC Director, Business & Finance
Level 1, 340 Albert Street
East Melbourne VIC 3002
Telephone: 03 9419 2388
Facsimile: 03 9419 2389
Email: afac@afac.com.au
Website: www.afac.com.au

Further information about the Privacy Act and APPs can be found through the Office of the Australian Information Commissioner:
Office of the Australian Information Commissioner
GPO Box 5218 Sydney, NSW 2001
or
GPO Box 2999 Canberra ACT 2601
or
Level 3, 175 Pitt Street, Sydney, NSW 2000
Telephone: 1300 363 992
Facsimile: 02 9284 9666
Email: enquiries@oaic.gov.au
Website: www.oaic.gov.au