



Board of Management Position Description and Confidentiality Agreement

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Version:	Date superseded	Reason for change
1.0		Initial version.

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Board of Management Position Description and Confidentiality Agreement.

Purpose

The broad role of the Board of Management will be to manage the affairs of Equestrian South Australia (ESA) in compliance with the requirements of the ESA Constitution and the Associations Incorporations Act (1985).

Requirements

- Regular attendance at Board Meetings held monthly at ESA office at Cameron Road Mt Barker (or an agreed alternative) and must not be absent from three or more consecutive meetings without having previously obtained leave of absence;
- The appointment is for a period of three years but members are eligible for re-election;
- Members appointed by the Board to fill a casual vacancy shall be appointed for the remainder of the term of the elected Director that they are replacing;
- Strict compliance with this agreement and the ESA Code of Conduct for Directors;
- Working knowledge of the ESA Constitution and meeting procedures;
- Administrative skills;
- The ability to think strategically and in the best interests of ESA and its members.

Disclosure of Information

As a director of ESA you shall strictly adhere to the principles of Boardroom Confidentiality and shall not disclose to any member of ESA or member of the public details of any discussions or decisions made during board meetings without the prior knowledge and consent in writing of the Board.

As a director of ESA you shall not disclose or make public any Confidential Information acquired or produced in connection with ESA or Intellectual Property owned by ESA without the prior knowledge and written consent of the Board.

Confidential Information means the following:

- a) all information in whatever form relating to EA's / ESA's operational and business information and Intellectual Property including, but not limited to, all information relating to EA's / ESA's members (including their personal information), horse registrations, acquired in confidence by the Recipient from EA or ESA and includes but is not limited to any nature, knowledge, ideas, concepts, processes, formulas, expertise, computer programs, methods, plans and data or technical information and processes or techniques, and any other commercially valuable information or details (whether recorded or not) owned or used by EA or ESA, which has not been previously published or otherwise disclosed to the general public, and which is disclosed to the Recipient by EA or ESA under this Deed;
- a) that part of all notes and other records in whatever form prepared by the Recipient based on or incorporating the information referred to in paragraph (a) above, and prepared for the benefit, or at the request, of EA or ESA or prepared in relation to the relationship between the Recipient and EA or ESA; and
- b) all copies of the information and those parts of the notes and other records in whatever form referred to in paragraphs (a) and (b) above.

Intellectual Property means the rights comprised in any invention, discovery, patent, software, copyright, design, registered and/or unregistered trade mark, confidential information (including trade secrets and know-how) or similar right whether at common law or conferred by statute, right to apply for registration under a statute in respect of those or like rights, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields throughout the world for the full period of the rights and all renewals and extensions;

Conflict of Interest

As a Director you must declare to the Board any conflict of interest prior to accepting a position on the Board. If during the term of the appointment any conflict or risk of conflict that has not previously been disclosed becomes apparent the Director must immediately notify the Chairman or the Executive Officer in writing of that conflict or risk and the Chairman or the Executive Officer shall bring such notification to the attention of the Board at the next meeting.

Agreement

I agree to accept the position of Director of ESA in accordance with this agreement and the ESA Code of Conduct for Directors.

Signature

Date.....

Name