

Confidentiality Deed



CONFIDENTIALITY DEED

Uralla Shire Business Chamber Inc

and

.....
NAME OF DIRECTOR

CONFIDENTIALITY DEED

PARTIES

1. **Uralla Shire Business Chamber Incorporated** (INC1700882) of 51 Bridge St, Uralla NSW 2358 (USBC).
2. **Director's Name:** _____ of _____

RECITALS

- A. The parties propose to disclose certain Confidential Information to each other and USBC proposes to disclose to the other party details of USBC's membership list (or part thereof) and member information, which information is strictly confidential.
- B. The parties agree to keep all Confidential Information exchanged between the parties strictly confidential and on the terms and conditions of this Deed.

OPERATIVE PROVISIONS

1 CONFIDENTIALITY

- 1.1 The parties agree that "**Confidential Information**" means all information and material relating to a party which comes into the possession or knowledge of the other party, whether orally, in writing or electronically, directly or indirectly, including confidential membership information, the USBC Membership List (or part thereof), personal information of any individual, computer and information technology, computer records, research data, know-how, intellectual property as well as strategic, corporate and financial information and information relating to the business, customers, members, sales, marketing plans and operations of a party.
- 1.2 Subject to clause 2, each party warrants that it will not use or disclose any Confidential Information of the other party to any third party.
- 1.3 Each party agrees that if it is uncertain as to whether any information is Confidential Information, it will treat the information as if it were Confidential Information unless and until the other party agrees in writing that it is not confidential.

2 USE OF CONFIDENTIAL INFORMATION

- 2.1 Unless otherwise agreed in writing by USBC, the other party may only use the USBC membership List (or part thereof) for the sole purpose of contacting USBC members to invite USBC members to seminars, events and functions organised by USBC .
- 2.2 A party may only disclose Confidential Information if:
 - (a) that party obtains the prior written consent of the other party;
 - (b) such disclosure is to its directors, officers or employees on a need to know basis or for the agreed purpose of contacting USBC members to invite USBC members to seminars, events and functions organised by USBC or to participate in business discussions between the parties, provided that those persons have been notified of and have agreed to comply with the terms of this Deed;
 - (c) that part of the Confidential Information which is to be disclosed is available in the public domain or is known or becomes known to that party from a source independent of the other party; or
 - (d) the disclosure is required by law.

2.3 SECURITY OF CONFIDENTIAL INFORMATION

Each party further agrees that:

- (a) it will take all reasonable and necessary precautions to maintain proper and secure custody of all Confidential Information and use its best endeavours to prevent the unauthorised use or disclosure of the Confidential Information; and

- (b) it will immediately notify the other party if it becomes aware of any breach of this Deed or any actual or suspected unauthorised disclosure of the Confidential Information.

3 RETURN OF CONFIDENTIAL INFORMATION

Each party agrees that it will, on written request from the other party, return to the other party all Confidential Information belonging to that other party including all copies of such Confidential Information.

4 GENERAL

- 4.1 Nothing in this Deed will obligate any party to disclose any information to the other party or to enter into any other agreement or arrangement, nor will it be construed as granting any rights, by licence or otherwise, to any Confidential Information of the other party.
- 4.2 The obligations under this Deed will survive the termination or expiry of this Deed regardless of the manner of such termination or expiration and will be binding on each party's successors and assigns.
- 4.3 A reference to a party includes a reference to its subsidiaries and related bodies corporate (as those terms are defined in the Corporations Act 2001).
- 4.4 This Deed is governed by and must be construed in accordance with the laws of the State of New South Wales and the parties agree to submit to the jurisdiction of the courts of that State.

EXECUTED as a Deed

SIGNED for and on behalf of
Uralla Shire Business Chamber
by its authorised representative
in the presence of:

Witness

Authorised Representative

Name (please print)

Name and Title (please print)

Date signed

SIGNED by
(Insert directors name)

Witness

Councillor's signature

Name (please print)

Name of Councillor (please print)

Date signed