



(ABN 32 166 775 702)

CONFIDENTIALITY DEED

BETWEEN

ITPA

AND

(CONFIDANT)

BETWEEN: ITPA
Information Technology Professionals Association
(ABN: 32 166 775 702)

AND:
[Name and position]

of
[Address]
(Confidant)

1 BACKGROUND

- 1.1 ITPA is a non-profit association formed for the purpose of advancing the profession of system administration.
- 1.2 The Confidant has been appointed to the position (stated above) within ITPA.
- 1.3 During the course of his/her duties within ITPA, the Confidant will be exposed to and have access to various information of ITPA including confidential information and Member Information.
- 1.4 The Confidant agrees to enter into this Deed in relation to the information of ITPA.

2 DEFINITIONS

Confidential information means all confidential information, in whatever form (whether written, oral, visible or invisible) in relation to ITPA including without limitation trade secrets, know how, Member Information, business plans and strategies, other commercially valuable information and all information marked as confidential, but excludes information that (whether before or after this Deed is executed):

- (a) Is public knowledge (otherwise than as a result of a breach of any obligation or confidence); or
- (b) The Confidant can prove was in his/her possession at or before the time of first disclosure by ITPA to the Confidant.

Member information means all information that identifies and concerns members of ITPA.

3 CONFIDENTIAL INFORMATION

- 3.1 The Confidant may use the Confidential Information solely for the purposes of properly performing his/her duties for ITPA (Permitted Purpose).

3.2 Unless required by law or otherwise approved in writing by ITPA, the Confidant must not:

- (a) Use or permit any other person to use the Confidential Information for any purpose other than the Permitted Purpose; or
- (b) Disclose or permit any other person to disclose the Confidential Information to anyone.

3.3 At the end of the Confidant's engagement by ITPA or at such other time as may be notified by ITPA, the Confidant must return and deliver to ITPA all Confidential Information in whatever form, in the Confidant's possession and control at the time.

3.4 At any time after completion of his/her engagement by ITPA, the Confidant must not:

- (a) Use or disclose to any person any Confidential Information;
- (b) Record any Confidential Information in any form (including without limitation, machine readable form); or
- (c) Sell or otherwise transfer and Confidential Information.

4 MEMBER INFORMATION AND POLICIES

4.1 Whether or not Member Information is or remains confidential, the Confidant must not, without prior written consent of ITPA;

- (a) Use for any purpose, other than the Permitted Purpose; or
- (b) Disclose to any person, any Member Information.

4.2 The Confidant must comply with all policies and procedures notified from time to time by ITPA to the Confidant in relation to Confidential Information, Member Information and any other information related to ITPA.

5 BREACH

In the event of a breach or threatened breach of the terms of this Deed by the Confidant, ITPA is entitled to an injunction restraining the Confidant from committing any breach of the Deed without showing or proving any actual damage sustained by ITPA.

6 GOVERNING LAW

This Agreement is governed by the law applicable in Victoria and each part irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that state.



Executed as a deed on

SIGNED BY [insert name]

.....
As Authorised Representative for
ITPA Inc.

.....
Signature of Authorised Representative

.....
Name of Witness

.....
Signature of Witness

SIGNED SEALED AND DELIVERED BY
[insert name]

.....
Name of Confidant

.....
Signature of Confidant

In the presence of:

.....
Name of Witness

.....
Signature of Witness

