

# Confidentiality Agreement

Except in the proper course of your duties or as expressly permitted by the Organisation, you must not during or after your employment; disclose to any person or through social networks (e.g. Face Book), permit access by any person to, or use any Confidential Information of the Organisation or any information concerning the employees, clients, suppliers and business arrangements or financial status of the Organisation, or any of its dealings, transactions or affairs which is not lawfully available to the general public.

In this agreement 'Confidential Information' means any information, however communicated or recorded, relating to the Organisation's business to which you gain access, whether before, during or after your employment with the Organisation, and includes but is not limited to:

- a) any trade secret or other commercially sensitive or confidential information of or possessed by the Organisation;
- b) any techniques, methods, computer software, materials, documents or manuals of the Organisation used in its business;
- c) technical information or research concerning products developed or used by the Organisation, its customers and suppliers;
- d) inventions, improvements or products discovered or developed by any employee, officer or consultant of the Organisation;
- e) any information relating to the business affairs, accounts, market research, marketing plans, sales plans, specifications, price lists, client/customer lists, prospects, management or finances of the Organisation;
- f) the identity of the Organisation's clients, suppliers, consultants, agents, contractors and employees and the arrangements between the Organisation and its clients, suppliers, consultants, agents, contractors and employees.
- g) confidential information of children subject to statutory child protection intervention e.g. that they are in care; information related to the child's personal history, family issues and reasons for being in care and sensitive information about the child's functioning.

In addition, you shall not remove any information from the premises of the organisation unless authorised in writing by the Director or his/her delegate, nor shall you copy or duplicate by any method the information except in the ordinary course of my employment with the organisation. You agree to unreservedly return all of the information immediately upon request by the Director or his/her delegate, and in any event upon the termination of my employment for whatever reason with the organisation.

The organisation shall be entitled to take disciplinary action, to apply for a legal injunction, or institute any other legal proceedings as required or deemed necessary against me should I breach any term of this undertaking and to claim damages from me as a consequence of such breach by me of any of the terms of this solemn undertaking.

<b>Name</b>		<b>Date</b>	
<b>Signature</b>			