**CONFIDENTIALITY AGREEMENT**

Between INSERT NAME and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Office Bearer Name)

The INSERT NAME (hereinafter known as the “CLUB”) have expended considerable time, money and effort in obtaining, retaining and maintaining its member base and has invested considerably in developing its range of programs, membership/customer database, fundraising and sponsorship arrangements and business operations generally. Therefore, as a committee member, you agree and covenant as follows

1. In this document the term “confidential information” means all information including trade secrets of the INSERT NAME and included

* Information relating to the business affairs, operations, administration, services and/or other activities offered, financial accounts and reports, costings, other accounting information, business and/or marketing plans, membership details, pricing information, supplier lists, research, financing, and/or design processes;
* Records and any other physical documentation or electronic information relating to employees, volunteers, contractors and members
* Computer databases and computer software; and
* Data surveys, member and client lists, Committee and Management reports and minutes etc, Club records and reports, including any copies, which are not generally available to the public and to which you gain access or of which you become aware whether before, during or after your period of service to the committee of the organisation.

1. You acknowledge that you have no rights or interest in respect of the confidential information
2. You covenant and undertake :

* To keep confidential all confidential information
* Not to disclose any confidential information to any person, except:
  + as required by law;
  + with the prior written consent of the Branch
  + to the Branches agents, employees or advisers in the proper performance of your responsibilities and duties to the Club whether under this agreement or otherwise; and
* To endeavour to prevent the use of or disclosure of any confidential information by third parties

1. You covenant not to use any confidential information other in connection with your role on behalf of the Branch
2. In the event of uncertainty as to whether :

* Any information is confidential information

Or

* Any confidential information is lawfully within the public domain; such information is deemed to be confidential information and as such is deemed to be not within the public domain, unless advised by the Club in writing to the contrite

1. You must :

* Maintain proper and secure custody of all confidential information; and
* Use your best endeavours to prevent disclosure of the confidential information to or by third parties

1. Except as reasonably necessary in order to perform your duties you will not:

* Seek to obtain information with may be confidential to which you have not been granted access
* Remove any confidential information from our premises (“*remove”* includes transmission by e-mail, facsimile or any other electronic means)
* Make any copies of confidential information, or
* Bring any computer software, tapes or discs on to our premises

1. You shall deliver all confidential information which is in physical form, including all manuals and other written material, copies of computer files and voice recordings to the insert here

* Promptly upon the expiration of your role on the Club Committee; or
* At any time upon request of the Club

1. You acknowledge that the conditions contained in this agreement have affect from the first day that you accept a role within the club
2. Your obligations in relation to confidential information shall survive you after you cease your role with the Club and your obligations in relation to the to the distribution and/or disclosure of such information

Signature of Office Bearer

Date : INSERT DATE