



The Moreton Bay Foundation Limited and The Moreton Bay Foundation Trust

CONFIDENTIALITY AGREEMENT

Definitions:

Confidential Information and Documentation includes, but is not limited to:

- (a) All information and documentation (however created and or stored, including but not limited to paper-copy, oral versions, audio versions and electronic versions) relating to the business and affairs of The Moreton Bay Foundation (TMBF) and or The Moreton Bay Foundation Trust (the Trust), which is not available to persons other than:
 - i. TMBF Board members;
 - ii. The Trust's Committee of Management;
 - iii. Staff;
 - iv. Members of TMBF Committees and Working Groups;
 - v. Members of the Trust's Advisory Committees;
 - vi. Invitees to TMBF's Board, Committee and Working Group meetings; and
 - vii. Invitees to the Trust's Committee of Management, Advisory Committees or similar meetings;
- (b) Documents marked "confidential", "sensitive information", "not for further distribution" or similar;
- (c) Documents not marked "available for general publication" or similar;
- (d) Information or documentation which:
 - i. is not in the public domain, or
 - ii. which is not publicly available, other than through a breach of this Agreement; or
 - iii. it can be proved, it was not lawfully already in the public domain at the time of the disclosure;
- (e) Operational and other information relating to the establishment and work of TMBF and the Trust;
- (f) Donor, member, partner, stakeholder and similar lists relating to relationships and affairs of TMBF and the Trust; and
- (g) Strategic, financial, structural, planning, personnel and other information relating to the establishment and operations of TMBF and the Trust.

Staff means any person employed, engaged by (although not employed by), agents and contractors of, and volunteers of TMBF or the Trust.

TMBF means The Moreton Bay Foundation Limited, ACN 628 125 637 whose objects are stated in the TMBF Constitution.

Trust means The Moreton Bay Foundation Trust, ABN 77 562 800 947

Background:

Individuals (either in their own capacity or representing an incorporated or unincorporated organisation) will interact with TMBF and or the Trust regarding a wide range of issues relating to the business and affairs of TMBF and or the Trust. In doing so, those individuals and entities may have access to and obtain Confidential Information and Documentation. As part of their stewardship and or legal responsibilities towards TMBF and or the Trust, those individuals will be required to fully and frankly discuss such Confidential Information and Documentation.



The Moreton Bay Foundation Limited and The Moreton Bay Foundation Trust

Agreement:

As an individual in my own capacity and or representing an incorporated or unincorporated organisation, I acknowledge and agree that:

1. All Confidential Information and Documentation that I may have knowledge of, or access to, belongs to TMBF and or the Trust, both of which have the legal right to protect the confidentiality of such information and documentation;
2. I will take all necessary steps to maintain the confidentiality of any Confidential Information and Documentation;
3. I will not disclose, distribute or use Confidential Information and Documentation for any purpose other than for legitimate TMBF or Trust purposes except:
 - a) If required to do so by law;
 - b) To seek professional advice from my personal lawyer and or accountant regarding my obligations under this Agreement, or to TMBF or the Trust generally;
4. On ceasing my relationship with TMBF and or the Trust, I will destroy any Confidential Information and Documentation (both paper-copy and electronic versions) still in my, and my organisation's possession or control; and
5. Unless otherwise agreed by the TMBF Board, I will leave any documentation that may be considered Confidential Information and Documentation and identified as "highly confidential" with the Chairperson of TMBF's Board or the TMBF Chief Executive Officer (or similar positions) at the cessation of any meeting at which such documentation is distributed;
6. Unless otherwise agreed by the TMBF Board in its sole discretion, any intellectual property or moral rights that are created by me as a result of my engagement or relationship with TMBF, belong solely to TMBF;
7. I will not use this Agreement as a reason for not:
 - a) reporting to any appropriate authority the possible or actual abuse of any person, including a child; or
 - b) complying with the TMBF document *Procedures: Safety of Staff and Other Stakeholders from Injury, Harm and Abuse*;
8. My obligations under this Agreement continue in perpetuity; that is, during and after my relationship with TMBF and or the Trust cease;
9. I agree to indemnify TMBF and or the Trust for any loss or damage TMBF or the Trust may suffer should I wilfully or negligently breach these clauses 1 – 10 (inclusive); and
10. I recognise that damages are not sufficient for any breach of the terms of this Agreement and TMBF, the Trust or both will be entitled to equitable remedies, including specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach, in addition to any remedies available to TMBF and or the Trust at law or in equity.

(Name)of (address).....

(If representing an Organisation, State Position and Name of Organisation)

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DATED day of 2019

Signature:

Name:

Witness Name and Signature: