**Non Disclosure ConfidentialityAgreement**

**‘Your Name’Foundation**

**Not for Profit, Unincorporated Association
Community Based Services**

**and**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**NON DISCLOSURE CONFIDENTIALITY AGREEMENT**
made this day the \_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20

**Please ensure that you pay special attention to this confidentiality agreement, as any attempt to disclose any confidential information as stated below, can and will result in the immediate termination of your position.**

It is **understood and agreed to**, that Confidential Information pertaining to ‘our foundation’and ‘Your Name’ Foundation;

 1. Product Secret
 2. Technical Information
 3. Not For Profit Information
 4. Inventions
 5. Research and Development
 6. Finances and Projects
 7. Client Information
 8. Marketing Plans
 9. Foundation Plans and models
 10. Confidential Information
 11. Ideas
 12. Marketing

 14. ‘our foundation’ System

 15. ‘our foundation’ Operations Manual

 16. ‘our foundation’ Policies and Procedures

 19. Association Databases

 20. Internal ‘our foundation’ Literature
may provide certain information that is and must be kept confidential. To ensure the protection of such information, and to preserve any confidentiality necessary trade secret laws, it is agreed that;

1. In consideration of your position with No More Nitz, ‘Your Name’ Foundation and its subsidiaries you hereby undertake that you shall:

i. not communicate, disclose or make available all or any part of the Confidential Information stated above to any third party;

ii. not directly or indirectly use, or permit others to use, the Confidential Information other than for the Purpose;

iii. not make any announcement or disclosure in connection with the Confidential Information or the Purpose without the prior written consent of the association.

2. The obligations of confidentiality and non-use will not apply with respect to any of the following:

i. Information which is generally available to the public at the date of this agreement;

ii. Information already known to you at the time of disclosure;

iii. Information which is subsequently disclosed by third parties having no obligations of confidentiality;

iv. Information which is or becomes generally available to the public in printed publications in general circulation in the Australia through no act or default on the part of the association, employees or professional advisers.

3. Without prejudice to the generality of clause 2 information shall not be deemed to be available to the public by reason only that it is known to only a few of those people to whom it may be of commercial interest. Confidential Information shall not be deemed to be available to the public.

4. You shall ensure that all measures necessary are taken to secure the confidentiality of the companies Confidential Information including but not limited to:

i. keeping separate all Confidential Information and all information generated based on the Confidential Information from all other documents and records;

ii. keeping all documents and any other material bearing or incorporating any of the Confidential Information at the association’s usual place of business in the Australia;

iii. not using, reproducing, transforming or storing any of the Confidential Information in an externally accessible computer or electronic information retrieval system, not transmitting it in any form or by any means whatsoever outside the party's usual place of business and not copying all or any part of the Confidential Information without the prior written consent of the association and then only to the extent that the same is required for the Purpose;

iv. allowing access to the Confidential Information only to those workers and/or to the contractors advisers who have reasonable need to see or use it. Ensure such workers and advisers comply with the confidentiality and non-disclosure obligations contained in this agreement;

v. delivering all confidential documents and other materials in your possession, custody or control, to the respective party as requested.

5. If you are found to be divulging association information to a third party you will be immediately dismissed. Behaviour can also result in Lawful action, brought upon you and determined by the laws in New South Wales, Australia and that you submit to the non-exclusive jurisdiction in the Australian Courts.

7. You agree that you will not speak directly to any of the ‘our foundation’ suppliers about the association details unless otherwise granted by the principal participants. If you are found to be divulging association information to a third party you will be immediately dismissed. Behaviour can also result in Lawful action, brought upon you and determined by the laws in New South Wales, Australia and that you submit to the non-exclusive jurisdiction in the Australian Courts.

8. You agree that you will not have third party discussions and meetings with those not associated with No More Nitz, about commencing business in the same field of head lice. You agree that if someone approaches you about setting up a rival association that you will advise the principal participants of their intentions immediately. If you are found to be divulging association information to a third party you will be immediately dismissed. Behaviour can also result in Lawful action, brought upon you and determined by the laws in New South Wales, Australia and that you submit to the non-exclusive jurisdiction in the Australian Courts.

9. You agree that damages may be the course of action for sufficient remedy to any breach of the terms of this agreement.

10. All rights in the Confidential Information, Patents, Licences and Trade Secrets are reserved by No More Nitz. In particular no licence is granted directly or indirectly by this agreement relating to any invention, discovery, patent, copyright or other industrial or intellectual property right now or in the future held, made, obtained or licensable by you.

11. You agree that upon ceasing your position with ‘our foundation’ that you do not setup a business of a similar entity or nature, associated with head lice treatments, for a period of 25 years. Failure to adhere to this clause will result in Lawful action, brought upon you and determined by the laws in New South Wales, Australia and that you submit to the non-exclusive jurisdiction in the Australian Courts.

12. You agree that upon ceasing your position with ‘our foundation’ that you keep all association information and secrets confidential for a period of 25 years. Failure to adhere to this clause will result in Lawful action, brought upon you and determined by the laws in New South Wales, Australia and that you submit to the non-exclusive jurisdiction in the Australian Courts.

13. The rights, duties and obligations of you and the validity, interpretation, performance and lawful effect of this agreement shall be governed and determined by the laws in New South Wales, Australia and the parties hereby submit to the non-exclusive jurisdiction in the Australian Courts.

14. The failure by you to enforce or to disclose any part of Confidential Information pertaining to the association ‘our foundation’ at any time any one or more of the terms or conditions of this agreement shall result in immediate dismissal and legal proceedings.

This document must not be copied however will be stored at Parramatta. It must be autographed by the volunteer, contractor and principal participant.

This document is strictly confidential. It is not to be released to anyone outside of the ‘our foundation’ association or its subsidiaries. Signed copies are not to be kept in the possession of the foundation. The signed document must to immediately hand delivered to the Head Office. It will be securely stored on our Premises.

**Attention: Principal Participant
‘Your Name’ Foundation
Address
Address**

**Volunteer / Contractor**

Name (print) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Autograph \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**Principal Participant**

‘Name’

Date 00.00.2019