

ITSMFA NON DISCLOSURE AGREEMENT



This Confidentiality Agreement is made on _____
(insert date)

between

IT Service Management Forum Australia Inc (“ITSMFA”) ABN 41 821 213 034

and

(Name)

of

(Address)

(Suburb) (State) (“Member”).

RECITALS

- A. Member is a member of an ITSMFA Committee (“Committee”).
- B. In order to ensure that the Member is able to participate fully in the Committee and assist in furthering the aims of ITSMFA, ITSMFA may provide, or the Member may become aware of, certain information, which ITSMFA considers is confidential.
- C. Improper use or disclosure of Confidential Information would cause loss to ITSMFA and may degrade or otherwise hinder ITSMFA in its reputation and the performance of its role, business and functions and may breach State and Federal Laws.
- D. ITSMFA requires the Member to take all reasonable steps (including the execution of this Deed) to ensure that Confidential Information is kept confidential and that the Member performs the services required of them faithfully and without any conflicting interest.
- E. The parties agree to be bound by the terms and conditions set out below.

AGREEMENT

1. CONFIDENTIAL INFORMATION

- 1.1 A reference to ‘Confidential Information’ means:
 - (a) all membership, business, commercial, technical and all other information, documents and samples which are divulged or provided by ITSMFA or by another person on behalf of ITSMFA, whether in writing or otherwise, to the Member concerning or in connection with ITSMFA,
 - (b) all confidential information including, but not limited to, member details, trade secrets and confidential know how relating to ITSMFA or a corporation related (as that term is used in the Corporations Law) to ITSMFA from time to time; and
 - (c) may include information which is orally or otherwise disclosed, in non-documented form,
 - (d) but does not include information excluded by clause 1.2
- 1.2 ‘Confidential Information’ does not include information which:
 - (a) is public knowledge (otherwise than as a breach of this agreement); or
 - (b) was known to the Member prior to the date upon which the information was first supplied to the Member by ITSMFA.

2. CONFIDENTIALITY

- 2.1 The Member agrees that the Confidential Information is and will remain the property of ITSMFA.
- 2.2 The Member will use an appropriate standard of care and diligence to safeguard the Confidential Information and keep it confidential including password protection of electronic information and media.
- 2.3 The Member may use Confidential Information solely for the purpose of performing their ITSMFA duties and responsibilities.
- 2.4 The Member must not make any use of the Confidential Information or any part of it except for the purposes referred to in clause 2.3 above.

3. NON DISCLOSURE

- 3.1 The Member will not disclose the Confidential Information to any third party without the prior approval of ITSMFA, except as permitted by this clause 3.
- 3.2 The Member may only disclose confidential information to persons who:
 - (a) have been approved by ITSMFA
 - (b) are aware and agree that the confidential information must be kept confidential;
 - (c) have signed any confidentiality agreement required ITSMFA, from time to time; and
 - (d) have a need to know (and only to the extent that each has a need to know).
- 3.3 The obligations as to confidentiality do not extend to information that (whether before or after the date of this agreement):
 - (a) is public knowledge (otherwise than as a breach of this agreement);
 - (b) is required by law to be disclosed;
 - (c) is disclosed with the prior written approval of ITSMFA; or
 - (d) was known to the Member prior to the date upon which Confidential Information was first supplied to the Member by ITSMFA.
- 3.4 Prior to any use or disclosure in accordance with this agreement, the Member must give notice to ITSMFA with full details of the circumstances of the proposed use or disclosure and of the relevant information to be used or disclosed. The Member must give ITSMFA a reasonable opportunity to determine whether the proposed use or disclosure is in accordance with this agreement.
- 3.5 Immediately upon the request of ITSMFA or upon the ceasing to be a member of ITSMFA or the Committee, the Member must return to ITSMFA, and destroy any residual copies of:
 - (a) all Confidential Information in written or material form;
 - (b) those parts of all notes and other records based on or incorporating Confidential Information; and
 - (c) all copies of the material referred to in (a) and (b); in the Member’s possession, custody or control

4. SURVIVAL

- 4.1 The obligations under this agreement continue after the cessation of membership, except in respect of information that is part of the Member’s general skill and knowledge.

5. MISCELLANEOUS

- 5.1 This document is governed by the laws of the State of Victoria and the parties submit to the non-exclusive jurisdiction of its courts.
- 5.2 Nothing contained in this document will in any way restrict either party’s rights and activities and no agency, partnership, contract of employment, joint venture or other relationship is created by this document.
- 5.3 If any provision of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the provision, and the rest of the Agreement, valid and enforceable.
- 5.4 Headings and subheadings are inserted for ease of reference only and do not affect interpretation.

Executed as an Agreement on the day and date first written above

By Member

On behalf of ITSMFA

Signature: _____

by: _____

Print Name: _____

Name: Greg Porter
 Title: Business Operations Manager
 Company: ITSMF Australia Inc

Date: _____

Date: _____

Witness: _____

Witness _____