

VOLUNTEER CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
is made on the _____ day of _____ 20

BETWEEN: Mersey Community Care Association Inc.
AND _____ (Staff Member)
of _____ (address)

A. Upon becoming a volunteer for Mersey Community Care Association, throughout and in the course of the relationship, volunteers may learn of, develop and/or receive information which is confidential to Mersey Community Care Association.

B. Mersey Community Care Association and the volunteer have agreed that the following terms and conditions shall apply to preserve the confidentiality of Mersey Community Care information.

1. CONFIDENTIAL INFORMATION

1.1 Except to the extent that such information is public knowledge or becomes public knowledge other than by breach of this agreement, 'confidential information' shall mean for the purposes of this agreement:

1.1.1 all information acquired or developed by the volunteer in the course of his/her engagement;

1.1.2 all information designated as confidential by Mersey Community Care Association or otherwise imparted in confidence by Mersey Community Care Association to the volunteer; and

1.1.3 any other material or information classifiable in law or equity as confidential information.

1.2 The term 'confidential information' extends to all forms of storage or representation of the information referred to in clause 1.1 including, but not limited to, spoken works and presentations, printed documents, loose, drawings, photographs, electronic, magnetic and optical storage, and computer printouts.

1.3 In consideration of the supply of confidential information by or on behalf of Mersey Community Care Association to the volunteer and in consideration of the volunteer being engaged or continuing to be engaged by Mersey Community Care Association the volunteer agrees that he/she will preserve and maintain the confidentiality of the information.

1.4 The volunteer agrees to disclose to Mersey Community Care Association all ideas, improvements and works generated or developed in the course of engagement with Mersey Community Care Association.

1.5 The volunteer shall not disclose or provide, or allow to be disclosed or provided, the confidential information otherwise than is strictly necessary to enable the volunteer to perform his/her duties of engagement.

1.6 If the volunteer needs to disclose the confidential information to a third party to perform his/her duties of engagement, the volunteer may do so only with the express written consent of Mersey Community Care Association which may require the volunteer to procure an agreement from the third party in favour of Mersey Community Care Association on the same terms as this agreement.

1.7 The volunteer shall use and shall ensure that any person to whom the confidential information is disclosed, uses all reasonable endeavours and precautions to protect and preserve the confidentiality of the information.

1.8 The volunteer acknowledges that the confidential information remains at all times the exclusive property of Mersey Community Care Association.

2. SECURITY, DUPLICATION AND RETURN OF MATERIAL

2.1 The volunteer shall secure and protect the confidential information from unauthorised disclosure, access or use.

2.2 The volunteer shall not remove the confidential information from the premises of Mersey Community Care Association without the written consent of Mersey Community Care Association.

2.3 The volunteer shall return all copies of the materials including extracts or summaries, however embodied or recorded, referred to in clause 1 to Mersey Community Care Association (a) immediately; or (b) on demand by Mersey Community Care Association; or (c) upon termination or completion of engagement with Mersey Community Care Association

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3. INDEMNITY

3.1 The volunteer indemnifies Mersey Community Care Association for any loss suffered as a result of breach of this agreement or for any disclosure of the confidential information by a person provided with the confidential information by the volunteer.

4. SURVIVAL OF AGREEMENT

4.1 The volunteer acknowledges and agrees that his or her obligations pursuant to this agreement shall survive the return of all copies of the confidential information and the termination or completion of the engagement relationship between the volunteer and Mersey Community Care Association shall continue until such time as the confidential information becomes public knowledge other than by breach of this agreement.

5.1 If any provision of this agreement is held invalid, unenforceable or illegal for any reason, this agreement shall remain otherwise in full force and effect apart from such provision which shall be deemed deleted.

5.2 This agreement shall be governed by and construed according to the law of Tasmania the parties submit to the non-exclusive jurisdiction of the Courts of that State.

EXECUTED AS AN AGREEMENT

Volunteer signature..... Date __/__/__

Witness signature.....Name.....

The witness must be at least 18 years old and must not be a relative.

SIGNED for and on behalf of Mersey Community Care Association Inc.

Signature.....Name.....Date __/__/__