Deed of Confidentiality

Made by

**[Insert]**

In favour of

**[Insert Organisation]**

**BY**  **[Insert]** of [Insert address] (**Confidant**)

**IN favour of [Insert Organisation] of** [Insert address] (**Organisation**)

**1 Interpretation**

**1.1 Definitions**

**"Confidential Information"** means any information, documents or data that is by its nature confidential, is designated as confidential or the Confidant knows or ought to know is confidential or which is made available to the Confidant in the course of his or her dealings with the Organisation and includes, without limitation, information relating to :‑

(a) any intellectual property rights of the Organisation;

(b) the financial position or reputation of the Organisation;

(c) the internal management and structure of the Organisation;

(d) the personnel, policies and strategies of the Organisation;

(e) the Organisation’s clients or suppliers;

and information of the Organisation that has any actual or potential commercial value to the Organisation or to the person or corporation which supplied that information, but does not include information which is:

(a) publicly known or becomes publicly known other than by breach of any other obligation of confidentiality;

(b) disclosed to the Confidant without restriction by a third party and without any breach of confidentiality by the third party; or

(c) developed independently by the Confidant without reliance on any of the Confidential Information.

**“Deed”** means this Deed of Confidentiality.

**“Information Privacy Principles”** means the information privacy principles set out in the *Privacy and Data Protection Act 2014* (Vic).

**2 Non-Disclosure**

2.1 The Confidant will treat as secret and confidential all Confidential Information to which he or she has access or which is disclosed to him or her without the prior written consent of the Organisation.

2.2 If the Organisation grants its consent, it may impose conditions on that consent. In particular, the Organisation may require that the Confidant obtain the execution of a deed in the same terms as this Deed by the person to whom the Confidant proposes to disclose the Confidential Information.

2.3 The obligations of the Confidant under this Deed shall not have been breached where the Confidential Information is legally required to be disclosed.

**3. Restriction on use**

3.1 The Confidant will use the Confidential Information only for the purpose of its dealings with the Organisation (whether directly or indirectly).

3.2 The Confidant will not copy or reproduce the Confidential Information without the written approval of the Organisation, will not allow any other person outside the Organisation access to the Confidential Information and will take all necessary precautions to prevent unauthorised access to or copying of the Confidential Information in his or her control.

**4.** **Privacy**

4.1 The Confidant must fully comply with the Information Privacy Principles and any applicable Code of Practice, pursuant to the *Privacy and Data Protection Act 2014* (Vic), with respect to any act done or practice engaged by the Confidant under or in connection with any contract between the Organisation and the Confidant providing for the performance of services or the provision of goods by the Confidant (whether directly or indirectly).

**5. Survival**

5.1 This Deed will survive the termination or expiry of any contract between the Organisation and the Confidant providing for the performance of services or the provision of goods by the Confidant (whether directly or indirectly).

**6. Production of Documents**

6.1 Immediately upon request by the Organisation, the Confidant must deliver to the Organisation all documents in the possession or control of the Confidant containing Confidential Information.

6.2 If at the time of such a request the Confidant is aware that documents containing Confidential Information are beyond his or her possession or control, then the Confidant must provide full details of where the documents containing the Confidential Information are, and the identity of the person who has control of them.

**7.** **Injunctive relief**

7.1 The Confidant acknowledges that the Organisation will be entitled (in addition to any remedy it may have) to seek an injunction or other equitable relief with respect to any actual or threatened breach by the Confidant of this Deed and without the need on the part of the Organisation to prove any special damage.

**8. Applicable Law**

8.1 This Deed shall be governed in accordance with the law of Victoria

**Executed as a Deed**

**Signed Sealed and Delivered**

By: .................................................................................................. (name of Organisation authorised representative)

…………………………………………………………………………… (signature of Organisation authorised representative)

in the capacity as ........................................................................... (position title)

in the presence of ............................................................................ (name of witness)

…………………………………………………………………………… (signature of witness)

Date: ………………………………..

**Signed Sealed and Delivered**

By: .................................................................................................. (name of Confidant)

…………………………………………………………………………… (signature of Confidant)

in the presence of ............................................................................ (name of witness)

…………………………………………………………………………… (signature of witness)

Date: …………………………