



Deadly Inspiring Youth Doing Good Aboriginal & Torres Strait Islander Corporation

**Date of last amendment : 06/06/2022**

## Confidentiality Agreement

1.0 The agreement was entered into on the 10/11/2022.

2.0 The parties to the Agreement are Deadly Inspiring Youth Doing Good Aboriginal & Torres Strait Islander Corporation 31213096805 of 3 Jensen Street, Manoora, Queensland, 4870, Australia ("Company") and Merrissa Jose of 37 Vista St, Bayview Heights, Queensland, 4868, Australia ("Employee").

3.0 Deadly Inspiring Youth Doing Good Aboriginal & Torres Strait Islander Corporation has engaged the Employee in the role of Chief of Good . During this engagement, the employee will have access to confidential information and intellectual property of Deadly Inspiring Youth Doing Good Aboriginal & Torres Strait Islander Corporation and may receive certain confidential information from Deadly Inspiring Youth Doing Good Aboriginal & Torres Strait Islander Corporation. The Employee agrees to keep confidential; all information disclosed to him or her that becomes available to him or her in the course of his or her work. The employee further agrees not to disclose or use any of the intellectual property owned by Deadly Inspiring Youth Doing Good Aboriginal & Torres Strait Islander Corporation.

**The following terms contained within this agreement are understood to be defined as follows:**

4. Confidential Information means all information that is treated or designated by Deadly Inspiring Youth Doing Good Aboriginal & Torres Strait Islander Corporation as confidential, which is not generally known to personnel outside Deadly Inspiring Youth Doing Good Aboriginal & Torres Strait Islander Corporation, or which should be reasonably regarded in all the circumstances as confidential to Deadly Inspiring Youth Doing Good Aboriginal & Torres Strait Islander Corporation, including without limitation, technical details regarding the Deadly Inspiring Youth Doing Good Aboriginal & Torres Strait Islander Corporation's business, trade secrets, technical and business know-how, information relating to Deadly Inspiring Youth Doing Good Aboriginal & Torres Strait Islander Corporation's staff, members, business dealings, contracts, customers, marketing and business plans, member education and training, details of Deadly Inspiring Youth Doing Good Aboriginal & Torres Strait Islander Corporation's technical equipment including software and data for processing, financial data of Deadly Inspiring Youth Doing Good Aboriginal & Torres Strait Islander Corporation and other sensitive information;

4.1 Purpose means the role and work undertaken as referred to above in item 3;

**In consideration of Deadly Inspiring Youth Doing Good Aboriginal & Torres Strait Islander Corporation disclosing or making available its confidential information to the employee, the employee agrees to:**

5.0 Keep all of Deadly Inspiring Youth Doing Good Aboriginal & Torres Strait Islander Corporation's confidential information strictly confidential and not disclose it to any third party without Deadly Inspiring Youth Doing Good Aboriginal & Torres Strait Islander Corporation's prior written consent;

5.1 Refrain from engaging in discussion about Deadly Inspiring Youth Doing Good Aboriginal & Torres Strait Islander Corporation's confidential information in an unsecure environment;

5.2 Only disclose Deadly Inspiring Youth Doing Good Aboriginal & Torres Strait Islander Corporation's confidential information to those of its managers and employees who need to know, who have been expressly directed to and have agreed to keep that information confidential;

5.3 Put in place and maintain adequate security measures to protect Deadly Inspiring Youth Doing Good Aboriginal & Torres Strait Islander Corporation's confidential information from unauthorised access or use;

5.4 Immediately notify Deadly Inspiring Youth Doing Good Aboriginal & Torres Strait Islander Corporation of any suspected or actual unauthorised use, copying or disclosure of Deadly Inspiring Youth Doing Good Aboriginal & Torres Strait Islander Corporation's confidential information, and

provide assistance as reasonably required by Deadly Inspiring Youth Doing Good Aboriginal & Torres Strait Islander Corporation in relation to any steps or proceedings Deadly Inspiring Youth Doing Good Aboriginal & Torres Strait Islander Corporation may take as a result;

5.5 Not copy Deadly Inspiring Youth Doing Good Aboriginal & Torres Strait Islander Corporation's confidential information without Deadly Inspiring Youth Doing Good Aboriginal & Torres Strait Islander Corporation's prior written consent, and mark all copies as confidential;

5.6 Maintain complete, accurate and up to date records of the copying of Deadly Inspiring Youth Doing Good Aboriginal & Torres Strait Islander Corporation's confidential information and immediately produce these records to Deadly Inspiring Youth Doing Good Aboriginal & Torres Strait Islander Corporation on request;

5.7 Not transmit or permit the transmission of any of Deadly Inspiring Youth Doing Good Aboriginal & Torres Strait Islander Corporation's confidential information to any person without Deadly Inspiring Youth Doing Good Aboriginal & Torres Strait Islander Corporation's prior written consent of Deadly Inspiring Youth Doing Good Aboriginal & Torres Strait Islander Corporation;

5.8 Only use Deadly Inspiring Youth Doing Good Aboriginal & Torres Strait Islander Corporation's confidential information for the purpose or any other purposes expressly agreed in writing between the parties;

5.9 Ensure that all applicable privacy laws are complied with in dealing with any Confidential Information of Deadly Inspiring Youth Doing Good Aboriginal & Torres Strait Islander Corporation which is obtained or accessed;

5.10 Immediately notify Deadly Inspiring Youth Doing Good Aboriginal & Torres Strait Islander Corporation if the Employee is required by law to disclose any of Deadly Inspiring Youth Doing Good Aboriginal & Torres Strait Islander Corporation's Confidential Information and provide assistance as reasonably required if Deadly Inspiring Youth Doing Good Aboriginal & Torres Strait Islander Corporation wishes to defend or resist that requirement;

5.11 On request by Deadly Inspiring Youth Doing Good Aboriginal & Torres Strait Islander Corporation at any time, immediately return to Deadly Inspiring Youth Doing Good Aboriginal & Torres Strait Islander Corporation or permanently delete or destroy, as Deadly Inspiring Youth Doing Good Aboriginal & Torres Strait Islander Corporation directs, all copies or records of Deadly Inspiring Youth Doing Good Aboriginal & Torres Strait Islander Corporation's confidential information in the Employee's possession or control;

**The Employee's obligations of confidentiality will not apply to information.**

6.0 That is or becomes in the public domain (except as a result of breach of this Agreement);

6.1 That is obtained by the Employee from a third party without any restriction of non-disclosure; or

6.2 That is required to be disclosed by the Employee by law.

7.0 The employee agrees that any breach of the agreement may result in disciplinary action and may result in dismissal if the nature of the offence warrants that remedy.

8.0 The Employee agrees that the confidential information and any industrial or intellectual property rights are and shall remain the property of Deadly Inspiring Youth Doing Good Aboriginal & Torres Strait Islander Corporation and nothing contained in this agreement shall be deemed to convey or transfer to the Employee (or any other party) any right, title or interest in the confidential information.

9.0 Deadly Inspiring Youth Doing Good Aboriginal & Torres Strait Islander Corporation may terminate this agreement at any time with immediate effect by giving written notice to the Employee.

10.0 Termination of this agreement will not affect any accrued rights or remedies of Deadly Inspiring Youth Doing Good Aboriginal & Torres Strait Islander Corporation. The obligations of confidentiality under this agreement will continue to apply to the employee (and any successors or permitted assignees) after termination of this Agreement and post employment.

11.0 All other information relating to any stakeholder should not be disclosed in public and the employee agrees to safe guard all confidential information listed above.

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**Executed as an agreement:**

- (a) I **Merrissa Jose** understand that when I have accepted the terms of this agreement, I acknowledge this agreement will govern my employment during and post my employment.
- (b) I **Merrissa Jose** understand that the Happy HR acceptance process will time stamp my acceptance of this agreement and I agree that this acceptance process permits the use of Happy HR ("HappyHR.com") to electronically execute this agreement.

**When you use Happy HR to execute this Agreement:**

- (a) You agree that execution by electronic acceptance is legally valid and binding.
- (b) Agreed to by Merrissa Jose.