



NACMA TECHNICAL COMMITTEE

CONFIDENTIALITY AGREEMENT

BACKGROUND

- A. The Member is a member of a NACMA Technical Committee (Committee).
- B. In order to ensure that the Member is able to participate fully in the Committee, NACMA may provide certain information, which NACMA considers is confidential.
- C. The parties agree to be bound by the terms and conditions set out below and the Terms of Reference of their respective Committee.

AGREEMENT

1. CONFIDENTIAL INFORMATION

- 1.1 A reference to 'Confidential Information' means:
- (a) all technical, business, commercial and all other information, documents and samples which are divulged or provided by NACMA or by another person on behalf of NACMA, whether in writing or otherwise, to the Member concerning or in connection with the Committee,
 - (b) all confidential information including, but not limited to, trade secrets, confidential know how relating to NACMA or a corporation related (as that term is used in the Corporations Law) to NACMA from time to time;
 - (c) all other confidential information and know how of which you become aware (both before and after the day on which you sign this agreement) or generate in the course of, or in connection with, your membership of the Committee; and
 - (d) this agreement.

2. CONFIDENTIALITY

- 2.1 The Member agrees that the Confidential Information is and will remain the property of NACMA.
- 2.2 The Member will use an appropriate standard of care and diligence to safeguard the Confidential Information and keep it confidential.
- 2.3 The Member may use confidential information solely for the purpose of performing your duties and responsibilities on the Committee.
- 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. DISCLOSURE

- 3.1. Except as permitted by clause 2.3, the Member will not disclose the Confidential Information to any third party without the prior approval of NACMA.
- 3.2. The Member may only disclose confidential information to persons who:
 - (a) are aware and agree that the confidential information must be kept confidential; and
 - (b) have signed any confidentiality agreement required NACMA, from time to time; and
 - (c) have a need to know (and only to the extent that each has a need to know).
- 3.3. Your obligations as to confidentiality do not extend to information that (whether before or after the day which you sign this agreement):
 - (a) is public knowledge (otherwise than as a breach of this agreement); or
 - (b) is required by law to be disclosed.
 - (c) disclosed with the prior approval of NACMA.
- 3.4. Prior to any use or disclosure in reliance clause 3, the Member must give notice to NACMA 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 NACMA a reasonable opportunity to determine whether the proposed use or disclosure is in accordance with clause 3.
- 3.5. On request by NACMA, the Member will return to NACMA all Confidential Information in written or material form.
- 3.6. Immediately upon the ceasing to be a member of the Committee, you must return to NACMA (if requested):
 - (a) all confidential information (as defined in clause 1.1);
 - (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 your possession, custody or control
- 3.7. Your obligations under clause 3 continue after you cease to be a member of the Standards Committee, except in respect of information that is part of your general skill and knowledge.

4. MISCELLANEOUS

- 4.1. 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.
- 4.2. This document is governed by the laws of the State of New South Wales and the parties submit to the non-exclusive jurisdiction of its courts.



NACMA TECHNICAL COMMITTEE

**Committee Member Agreement to be bound by the
Committee Terms of Reference
and the
Technical Committee Confidentiality Agreement**

I, _____

as a Committee Member of the (please tick one) :

Commerce Committee

Corporate Governance Committee

Standards Committee

Transport, Storage & Handling Committee

agree to be bound by the following documents which are displayed on the NACMA website:

1. applicable Committee Terms of Reference; and
2. Technical Committee Confidentiality Agreement.

Signed for and on behalf of: _____
(print name of Committee Member)

Signature _____

Date _____