



Australian Traditional-
Medicine Society Ltd

THE AUSTRALIAN TRADITIONAL- MEDICINE SOCIETY (ATMS) BOARD OF DIRECTORS

Director's Confidentiality Agreement

Version: 2.0

Date: February 2016

Directors' Confidentiality Agreement

Background

Australian Traditional-Medicine Society Limited (ATMS) is a not for profit public company limited by guarantee under the *Corporations Act 2001*.

In accordance with the terms of the Constitution of ATMS, the Director is or will become a director of ATMS. Under ATMS's Constitution Directors are elected by the Members of ATMS or appointed by ATMS's Board.

The Director acknowledges a duty of confidentiality to ATMS and has agreed to enter into this Confidentiality Agreement during the course of the Director's appointment with ATMS.

THIS AGREEMENT PROVIDES

1. DEFINITIONS

In this Agreement, the following words have the following meanings:

Agreement means this Agreement entered into between ATMS and the Director

ATMS means Australian Traditional-Medicine Society and a party to this Agreement which discloses Confidential Information to the other party.

Board Papers means all written communications (including electronic documents and sound recordings) to the Director as a director of ATMS during his/her period in office including monthly/quarterly board papers, submissions, minutes, letters, memorandum, board committee and sub-committee papers and copies of other documents referred to in any of the above mentioned documents made available to the Director as a director of ATMS during the time that the Director is a director of ATMS.

Confidential Information means all information or material treated by ATMS as confidential whether disclosed in writing, orally or otherwise during the term of this Agreement or at any time before the termination of this Agreement and includes information in:

- a) the Board Papers/Documents;
- b) any documents referred to or annexed to the Board Papers/ Documents;
- c) any documents that make reference to the Board Papers/Documents, or information contained in the Board Papers/ Documents;
- d) any discussions at Board meetings, informal or formal

Corporations Act means Corporations Act 2001 (Cth)

2. CONFIDENTIALITY OF INFORMATION

On those occasions and for those matters that the Board elects not to make public, the Director must respect and acknowledge that he/she must keep confidential all information or discussions which is of its nature inherently confidential or designated by ATMS Board to be confidential and ensure that unauthorised persons do not have access to this Confidential Information.

The Director's obligations under this Agreement commence on the day the Director signs this Agreement and ends on the day the Director ceases to be a Director of ATMS.

3. USE OF CONFIDENTIAL INFORMATION

The Director shall not:

- a) disclose to any person any confidential information acquired by virtue of their position as a Director unless legally bound to do so;
- b) use any confidential information acquired by virtue of their position on the Board for their personal financial gain or other benefit or for that of any other person;
- c) release any material that would involve the unreasonable release of personal information regarding any person, the Board may declare that material to be confidential, or if appropriate, remove identifying information from the material before it is released;

All confidential information should be clearly labelled as such. In addition, the recipient of the information should be expressly told that it is confidential.

OBLIGATIONS NOT TO APPLY

The obligations of the Director under Clause 2 shall not apply to any of the Confidential Information which:

The Director (or any of the Director's employees or professional advisers) is/are required by statute or law to make a disclosure of any part of the Confidential Information, the Director must immediately notify ATMS Board Chair and Company Secretary of that requirement and provide full particulars relating to the requirement to disclose and its extent, subject to reasonable written notice being given to ATMS.

The Director's obligations under this Agreement do not extend to information that is publicly known at the time of disclosure or subsequently becomes public through no fault of the Director.

It is established by means of written records and already known to the Director prior to the date of this Agreement.

4. TIME PERIODS

When the term of office of the Director expires, all Confidential Information furnished hereunder shall remain the property of ATMS and shall be returned to ATMS. Termination of this Agreement or the return of Confidential Information, shall not affect the rights and obligations with respect to Confidential Information which will continue for a period of 7 years from the Effective Date.

5. RETURN OF ATMS PROPERTY AFTER TERMINATION

The Director shall upon expiration of his/her term in office , return all Confidential Information including Board correspondence, documents, papers and property belonging to ATMS which may be in the Director's possession or under the Director's control.

Any part of the Confidential Information which cannot be conveniently returned to ATMS by the Director shall be completely destroyed in such a manner as directed by ATMS including deletion from all computer records and electronic storage devices.

6. GOVERNING LAW

This Agreement shall be governed by and construed pursuant to the laws of the State of New South Wales and the parties agree to submit to the jurisdiction of the Courts of the State of New South Wales in connection with any dispute relating to this Agreement.

Declaration

I, _____ have read, understood and agree by the Director's confidentiality agreement.

Signature: _____

Date: / /

Signed in the presence of the Board