

Confidentiality agreement - attachment to contract of employment

[Notes for employers:

Contracts of employment can create legal issues and consequently your draft contracts should be checked by experienced advisers familiar with the legal aspects of such contracts.

Confidentiality in relation to customer details and the intellectual and commercially sensitive information held by a business should be protected by appropriate contractual terms.

When an employer wishes to emphasise the point or provide for reasonably detailed provisions on confidentiality then the sample agreement provided here may assist.]

Attachment to the terms of employment for Ben Jones - agreement as to confidentiality

Confidentiality agreement

The Company has expended and continues to expend time, money and effort in obtaining, retaining and maintaining its customer base and has invested considerably in developing its methods, trade secrets and business. Therefore you agree and covenant as follows:

1. In this document, the term 'confidential information' means all confidential information and trade secrets of the Company and includes:
 - information relating to the business affairs, products, financial accounts and reports, costings, other accounting information, marketing plans, sales plans, prospects, price information supplier lists, research, financing, products, inventions, designs or processes;
 - computer databases and computer software; and
 - data surveys, member and client lists, specifications, technical data, original samples, detail sheets, drawings, diagrams, records and reports; including any copies, which are not generally available to the public and to which you gain access or of which you become aware whether before, during or after your period of employment with the Company.
2. You acknowledge that you have no rights or interest in respect of the confidential information.
3. You covenant and undertake:
 - a) to keep confidential all confidential information;
 - b) not to disclose any confidential information to any person, except:
 - (i) as required by law;
 - (ii) with the prior written consent of the Company;
 - (iii) to the Companys agents, employees or advisers in the proper performance of your responsibilities and duties to the Company whether under this agreement or otherwise; and

c) to endeavour to prevent the use of or disclosure of any confidential information by third parties.

4. You covenant not to use any confidential information other than in connection with your employment on behalf of the Company.
5. In the event of uncertainty as to whether:
 - a. any information is confidential information;
 - or
 - b. any confidential information is lawfully within the public domain; such information is deemed to be confidential information and as such is deemed to be not within the public domain, unless advised by the Company in writing to the contrary.
6. You must:
 - a. maintain proper and secure custody of all confidential information; and
 - b. use your best endeavours to prevent disclosure of the confidential information to or by third parties.
7. You shall deliver all confidential information which is in physical form, including all manuals and other written material, copies of computer files (whether on magnetic medium or otherwise) and dictaphone tapes to the Company:
 - a. promptly upon the expiration of your employment with the Company; or
 - b. at any time upon request of the Company.
8. You acknowledge that the conditions of employment contained in this agreement have effect from the first day of your employment with the Company.
9. Your obligations in relation to the confidential information shall survive after you cease employment with the Company and your obligations in relation to the confidential information shall be enforceable at any time at law or in equity and shall continue to the benefit of and be enforceable by the Company.

Post-employment restraints

[Restraints on the right of an ex- employee to compete with the business may be inserted here or may form part of the main body of the employee's contract - if the employer believes that a restraint clause is required. Detailed sample provisions are not provided here - for the reasons explained above under 'Notes for employers'.]

Note

The law of the State of [specify your (Australian) State or State where your business operates] applies to this agreement.

Please sign and date the attached copy of this document and return it to me no later than [insert date] if you wish to accept employment with us on the terms offered.

Signed:

[Insert relevant officer] [Date]

I accept the above mentioned terms and conditions.

Signed:

Date: