



Deed

[Insert Name of Employee]
Shire of Mundaring

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Parties

[Insert Name and Address of Employee]

("the Employee")

Shire of Mundaring

of 7000 Great Eastern Highway, Mundaring, Western Australia, 6073

("Shire")

Background

- A The Employee has been engaged by the Shire and, in the course of the Employee's employment, the Employee is likely to receive and/or have access to confidential information ("the Confidential Information"), on behalf of the Shire.
- B The Confidential Information is required to remain confidential at all times, subject to the terms and conditions of this Deed ("the Confidentiality Agreement"), and includes, but is not limited to:
- (a) any secret or confidential information relating to operations, processes, dealings, transactions or affairs;
 - (b) any information, that is not required to be disclosed or revealed by the Employee to any other person or body in the ordinary course of the Employee's employment, relating to operations, processes, dealings, transactions or affairs; and
 - (c) any trade secrets;

of the Shire, or the Council or any Committee of the Council or other Committee serving the Shire or a Regional Council or other body of which the Shire is a member or on which the Shire has representation.

Agreed terms

1. Non-disclosure

The Employee agrees:

- (a) to retain the Confidential Information in strict confidence in accordance with this Deed;
- (b) not to disclose any Confidential Information or any part of it into the public domain or into the possession of any unauthorised person or third party;
- (c) not to use, directly or indirectly, the Confidential Information for any reason or purpose other than, or in any manner that is inconsistent with the performance of the Employee's duties in accordance with **[his/her]** employment; and

- (d) not to make any record or copy of the Confidential Information, or any part of it, unless:
 - (i) the prior written consent of the Shire has been obtained; or
 - (ii) it occurs in the course of the performance of the Employee's duties in accordance with [his/her] employment.

Nothing in this clause is intended or is to be construed as restricting the ability and authority of the Employee from providing Confidential Information to a person or body entitled at law to receive it, such as the Corruption and Crime Commission, or a person conducting or authorised by an Inquiry under Part 8 of the Local Government Act 1995.

2. Consent of the Shire

The consent or agreement of the Shire, where referred to in this Deed, is to be given by the Chief Executive Officer ("CEO") of the Shire except where the CEO is the Employee under this Deed in which case the consent is to be given by the President of the Shire or the Deputy President when the President is absent or unavailable.

3. Precautions Against Non-disclosure

The Employee must take all reasonable precautions to prevent any theft, loss, damage, unauthorised disclosure, access to or use of the Confidential Information.

4. Permitted Disclosure

The Employee may disclose the Confidential Information to any person or body where the disclosure of the Confidential Information, or a particular part thereof, to that person or body has been expressly authorised by the Council of the Shire or by the person able to give a written consent under clause 2.

5. Uncertainty

If the Employee is uncertain as to whether any information is Confidential Information, the Employee will treat the information as if it were Confidential Information and as not being in the public domain unless and until the Shire expressly agrees that the information does not constitute Confidential Information.

6. Surrender of Documents on Termination

Upon termination of the Employee's employment with the Shire for any reason whatsoever, the Employee will forthwith deliver to the CEO and if the Employee is the CEO, will deliver to the Shire President, any document record or thing in the Employee's possession which contains or gives access to Confidential Information, and will not remove the document record or thing from the offices or other premises of the Shire.

7. Survival

The Employee's obligations under this Deed continue to apply despite the completion or termination of the Employee's employment with the Shire, and while the Employee possesses or has access to Confidential Information.

8. Governing Law

This Deed is governed by and must be construed according to the law applying in Western Australia and the parties submit to the jurisdiction of the courts in Western Australia in relation to all disputes in connection with the Deed.

9. No Assignment

The Employee cannot assign this Deed or any rights or obligations under it.

10. Severability

If at any time any provision of the Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that provision will not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of the Deed; and
- (b) the legality, validity, enforceability under the law of any other jurisdiction of that or any other provision of the Deed.

