

Accountability Partners Confidentiality Agreement

This Agreement is made on _____ at _____,

BETWEEN

_____ of _____, _____ (hereinafter referred to as "Partner 1");

AND

_____ of _____, _____ (hereinafter referred to as "Partner 2");

And collectively referred to as "The Partners"

WHEREAS

- (a) The Partners are desirous of and willing to enter into an Accountability Relationship; and
- (b) The Partners understand that this relationship will lead to the sharing of information that could be highly confidential; and
- (c) The Partners wish to protect the Confidential Information so disclosed to enable free discussion and accountability to take place between them.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

- 1. All information of whatever kind or nature which the receiving Partner obtains from the disclosing Partner in any form, whether oral or visual, shall be regarded and treated as extremely confidential.
- 2. The Partners hereby agree and undertake:
 - 2.1 to exchange Confidential Information with each other for the purpose of remaining accountable to each other in accordance with the terms and conditions set forth in this Agreement;
 - 2.2 not to disclose the other Partner's Confidential Information at any time to any other person in any form whatsoever without the prior written consent of the disclosing Partner;
 - 2.3 to protect the other Partner's Confidential Information with the same degree of care as the receiving Partner uses to protect their own Confidential Information against public disclosure but in no case with any less degree than extreme care;
- 3. The obligations in this Agreement shall not apply to information which:
 - 3.1 is already or hereinafter becomes public domain otherwise than through the fault or negligence of the receiving Partner; or
 - 3.2 is lawfully obtained by the receiving Partner from a third Partner with full rights of disclosure; or

- 3.3 as shown by written records, is already known or available to the receiving Partner at the date of receipt of the Confidential Information pursuant to this Agreement; or
 - 3.5 is provided by the disclosing Partner to a third Partner, without restrictions as to use; or
 - 3.6 is disclosed pursuant to the receiving Partner's receipt of a subpoena or other validly issued administrative or judicial demand requiring disclosure of the Confidential Information.
- 4. The obligations set forth in this Agreement shall continue in full force and effect *ad infinitum*. Either Partner may terminate this Agreement at any time by discussion with the other Partner. Termination of this Agreement shall not release either Partner from its obligations contained in Clause 2 above. Upon termination of this Agreement, the receiving Partner shall either return or destroy all documented Confidential Information.
 - 5. This Agreement shall not constitute, create, give effect to, or otherwise impose or imply, a joint venture, pooling arrangement, partnership or formal business organisation of any kind, or any other contract, agreement or arrangement whatsoever.
 - 6. Any disputes surrounding this Agreement shall be referred to the local spiritual head/s of the Partners and the decision of that person/s shall be binding on both Partners
 - 7. The invalidity or unenforceability of any part of this Agreement, for any reason whatsoever, shall not affect the validity or enforceability of the remainder.

IN WITNESS WHEREOF the Partners have caused this Agreement to be executed on the date first written below.

PARTNER 1

Date: _____

Signature: _____

Name: _____

PARTNER 2

Date: _____

Signature: _____

Name: _____