PROFESSIONAL SERVICES
Confidentiality Agreement & Practises Statement

1. **Structure**
So that multiple engagements can be undertaken by Operational Dynamics (hereafter "us", "our Firm") on behalf of the organization named below ("you", "our Client"), this agreement is structured such that each individual engagement executed by the Firm on your behalf will be described by a separate document. When agreed by both parties that document becomes a Schedule to this Contract.

2. **Professional Services**
Each individual Schedule will indicate whether the engagement it represents is to be considered a "consulting project" (whereby we are working jointly together to achieve an outcome), a "presentation" (such as speaking engagements, conference presentations, meeting facilitation, or similar short appearances by our staff on your behalf), or a "retainer" (where one or more of our staff may be made available to you on an ongoing basis). Work will be undertaken when we have accord as to the outcomes, value, and conclusion of an engagement. Notes will be drafted to summarize our discussions and suggest options available to achieve these outcomes; should you wish to proceed, the chosen option will be re-presented as a Schedule for your signature, along with an invoice covering the first payment.

3. **Terms and Conditions**
Terms applicable to all projects, presentations, and retainers are attached and form a part of this agreement. These detail our policies regarding payments of fees and expenses, travel, community contributions, agencies and subcontracting, intellectual property, trade practises, and expectations regarding confidentiality, privacy, and site safety. From time to time these Terms may be updated; notice will be provided in writing of changes, which will take effect 14 days after such notice.

4. **Confidentiality and Non-disclosure**
We hold our work with Clients to be in confidence. Commercial best effort is to be taken by both parties to preserve the integrity of proprietary materials, intellectual property, and trade practises and to protect them from third parties. Ownership of such material is not transferred as a result of this agreement; we likewise retain rights relating to such practises and techniques as we may employ. Confidential information is to be encrypted if sent via Internet; digital fingerprints for public keys and certificates will be exchanged to this end. It is our policy not to disclose the identity of Clients or the specifics of projects without their permission.

5. **Billing**
Our fees are billed in advance and payments due on receipt of our invoice.

6. **Acceptance**
Your signature below indicates acceptance of the Terms and Conditions and your understanding that services are only provided as specified in Schedules to this Contract. Your deposit, in absence of signature below, would also signify your acceptance of this agreement.

for (CLIENT)	*for* Operational Dynamics Consulting, Pty Ltd
	[original signed]
_____ (NAME) (TITLE)	_____ Andrew Frederick Cowie Managing Partner
	30 March 2012
_____ (DATE)	_____ (DATE)