

# Confidentiality Agreement

This Agreement is made the day of 200....

BETWEEN:

THE UNIVERSITY OF WESTERN AUSTRALIA a body corporate established by the University of Western Australia Act 1911 (Western Australia), of 35 Stirling Highway, Crawley Western Australia 6009 ("UWA"), and

..... of ..... ("Recipient")

RECITALS

A. UWA possesses confidential information ("CI") which it wishes to disclose to Recipient, so that it can be evaluated by Recipient.

B. To enable that evaluation to take place and to protect the rights existing in and in relation to the CI, the parties now wish to enter into this Agreement.

IT IS AGREED THAT:

## 1. SCOPE OF INFORMATION

The CI to be disclosed and subject to this Agreement is in relation to .....

## 2. OBLIGATION OF CONFIDENCE

Recipient agrees that all the CI, whether in the form of data, reports, models, samples and regardless of how communicated or recorded, received by Recipient is confidential, valuable and proprietary and will be kept as such. Recipient will take such steps as are necessary to ensure that its agents, officers, employees, contractors and consultants are similarly bound.

## 3. USE, AND RESTRICTIONS ON USE

Recipient shall use all the CI in confidence solely for the purposes of evaluating it in order to determine whether Recipient wishes to acquire an interest in the Cland Recipient shall not:

a) make any other use of the CI except as expressly authorised by the disclosing party in writing; and

b) disclose or permit or cause to be disclosed the CI to any person except to such of Recipient's agents, officers, employees, contractors and consultants as are necessary to properly evaluate the CI, and only then under terms of confidentiality of the same or stricter effect as these.

#### 4. EXCEPTIONS

The obligations of confidentiality shall not apply to any CI disclosed to Recipient to the extent that it -

a) was known to Recipient prior to its communication by or through the disclosing party or by or through any agent of Recipient as evidenced by the written records of Recipient; or

b) enters the public domain otherwise than by default of Recipient or persons acquiring the same from Recipient; or

c) becomes known to Recipient by the action of a third party not in breach of any obligation of confidentiality to UWA.

#### 5. NO RIGHTS CONFERRED

Neither this Agreement nor the exchange of any CI pursuant to the terms of this Agreement confers any rights upon Recipient in relation to any CI. Ownership of and the rights in relation to the CI remains with UWA and no licence or right of use of the CI is granted except as specifically set out above.

#### 6. RETURN OF CONFIDENTIAL INFORMATION

Within 30 days of receiving a written request by UWA, Recipient shall return all copies of the CI, including extracts or other materials derived from it which contain CI, to UWA and delete or destroy any electronic copies of it.

#### 7. PARTIES TO BEAR OWN COSTS

The parties to this Agreement shall bear the costs of performing and observing their obligations under this Agreement without charge to the other party.

#### 8. APPLICABLE LAW

This Agreement shall be construed and interpreted in accordance with the laws of Western Australia.

#### 9. DURATION

This Agreement shall terminate five years from its date of execution or upon the expiration of any patent related to any part of the CI, whichever is the longer.

EXECUTED BY THE PARTIES ON THE DATE ON THE FIRST PAGE OF THIS AGREEMENT

SIGNED for and on behalf  
of THE UNIVERSITY OF  
WESTERN AUSTRALIA  
by its duly authorised signatory .....

Name of signatory:

Title of signatory:

.....

Name of Witness:

Occupation:

Address:

SIGNED for and on behalf  
of Recipient by its  
duly authorised signatory  
.....

Name of signatory:

Title of signatory:

.....

Name of Witness:

Occupation:

Address: