

## **Confidentiality Agreement (Staff)**

(VISITORS SCIENTIFIC BLANK)

This Agreement is made the \_\_\_\_\_ day of \_\_\_\_\_  
2001

BETWEEN:

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

("Visitor")

### RECITALS

A. UWA undertakes research activities and possesses information which it wishes to disclose to the Visitor so that the knowledge associated with the research activities and the information can be used (but not disclosed) by the Visitor in conjunction with research and observation during the course of the Visitor's visit to (UWA /its Centre/its Dept etc) and to enable the Visitor to learn techniques, skills and methodology during the visit.

B. To enable that research, observation and learning to take place and to protect the rights of UWA, its funding entities, joint participants and sponsors in and in relation to the research activities and information, the parties now desire to enter into this Agreement.

IT IS AGREED THAT:

#### 1. SCOPE OF INFORMATION

The research activities and information to be disclosed and subject to this Agreement is the information relating to the entire activities of the Centre/Department etc, at The University of Western Australia, Western Australia ("UWA Information").

#### 2. OBLIGATION OF CONFIDENCE

The parties to this Agreement agree that all UWA Information, whether in the form of data, reports, models, samples and regardless of how communicated or recorded, observed or received by the Visitor from UWA or during the visit to UWA is confidential and proprietary and will be kept as such. The Visitor

shall take such steps as are necessary to ensure that the associates, agents, officers, employees, employers, principals, contractors and consultants of and to the Visitor are similarly bound.

### 3. USE, AND RESTRICTIONS ON USE

The Visitor shall use all the UWA Information in confidence solely for the purposes of research at or connected with activities at UWA and shall not -

(a) make any other use of the UWA Information except as expressly first authorised by UWA in writing; nor

(b) disclose or permit or cause to be disclosed the UWA Information to any person except as are necessary to properly report on the visit made by the Visitor, 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 UWA Information disclosed to either party to the extent that it -

(a) was known to the Visitor prior to its communication by or through UWA or during the visit to UWA as evidenced by the written records of the Visitor; or

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

(c) becomes known to the Visitor 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 disclosure of any of the UWA Information pursuant to the terms of this Agreement confers any rights upon the Visitor in relation to any of the UWA Information. Ownership of and the rights in relation to the UWA Information remains with UWA and no licence or right of use of it is granted except as specifically set out above.

### 6. RETURN OF CONFIDENTIAL AND PROPRIETARY INFORMATION

Within 30 days of receiving a written request by UWA, the Visitor shall return all copies of material containing any of the UWA Information, including extracts or other materials derived from it which contain such information, 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.

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

AGREEMENT

BY THE UNIVERSITY OF WESTERN AUSTRALIA

Signature: \_\_\_\_\_

Name (printed):

Position:

Witness

BY THE VISITOR

Signature: \_\_\_\_\_

Witness