

SIGNED for and on behalf of **THE UNIVERSITY OF SYDNEY** by its duly authorised representative:

.....
Signature

.....
Printed Name

.....
Position

.....
Date

Note: By executing this agreement each signatory represents that he or she is authorised to sign on behalf of their entity. The effective date of this agreement will be the Effective Date specified in the Details or if no Effective Date is specified in the Details the date on which the agreement has been executed by ALL the parties.

SIGNED for and on behalf of **THE ORGANISATION** by its duly authorised representative:

.....
Signature

.....
Printed Name

.....
Position

.....
Date

.....
Signature

.....
Printed Name

.....
Position

.....
Date

Note: By executing this agreement each signatory represents that he or she is authorised to sign on behalf of their entity. The effective date of this agreement will be the Effective Date specified in the Details or if no Effective Date is specified in the Details the date on which the agreement has been executed by ALL the parties.

General Terms

1 Disclosure of Confidential Information

Each party agrees to disclose to the other party certain Confidential Information solely for the Purpose. Neither party is obliged to disclose any particular information to the other party.

2 Confidential Information

In this agreement, references to “Confidential Information” means the information specified as University Confidential Information and Organisation Confidential Information in the Details as provided or obtained from the Disclosing Party to or by the Receiving Party, but excludes information which:

- (a) is in or becomes part of the public domain other than through a breach of this agreement; or
- (b) the Receiving Party can prove by contemporaneous written documentation was already known to it at the time of disclosure by the Disclosing Party.

The Receiving Party may disclose the Disclosing Party’s Confidential Information if required by law but, if possible, it must inform the Disclosing Party first and use reasonable endeavours and cooperate with the Disclosing Party to limit the terms of that disclosure as reasonably requested.

3 Protection of Confidential Information

Each party agrees to take all action necessary to maintain the confidential nature of the Confidential Information and, without limiting the foregoing, will not:

- (a) use or reproduce any Confidential Information for any purpose other than the Purpose;
- (b) disclose any Confidential Information to any other person other than their employees and/or consultants of each party who need to know it for the Purpose provided that they have been made aware of, and are legally bound to, confidentiality obligations no less onerous than those imposed by this agreement;
- (c) manufacture any product or use any process based on the Confidential Information or otherwise commercialise anything based on the Confidential Information; or
- (d) use or disclose to a third party any aspect of the Confidential Information for the purpose of contacting or contracting with any employee of the Disclosing Party.

4 Security

Each party must:

- (a) establish and maintain effective security measures to safeguard the Disclosing Party’s Confidential Information from unauthorised access, use, copying or disclosure; and
- (b) use the same degree of care a prudent person would use to protect that person’s confidential information of similar importance.

5 Notification of Breach

The Receiving Party must immediately notify the Disclosing Party of any potential, suspected or actual unauthorised disclosure or use of any Confidential Information or breach of this agreement.

6 No Licence

The Receiving Party acknowledges that the Disclosing Party’s Confidential Information, and all rights relating to or arising from that Confidential Information, as between the Receiving Party and the Disclosing Party, are and will remain the sole property of the Disclosing Party and that this agreement does not grant the Receiving Party any licence or other right in relation to the Confidential Information except as expressly provided in this agreement.

7 Return of Confidential Information

Each Receiving Party must (at its expense) either return to the Disclosing Party or, at the option of the Disclosing Party, destroy all documents and other materials which contain or refer to any Confidential Information on written demand by the Disclosing Party, except for one copy which may be retained by the Receiving Party for record-keeping purposes. The return or destruction of the documents or other materials does not release the Receiving Party from its obligations to the Disclosing Party.

8 No representations

The Receiving Party acknowledges that neither the Disclosing Party nor any of its representatives has made or makes any representation or warranty (express or implied) as to the accuracy, content, legality or completeness of the Confidential Information; or is under any obligation to notify the Receiving Party if either of them become aware of any inaccuracy, incompleteness or change in the Confidential Information.

9 Entire agreement and inconsistency

This agreement consists of the Special Terms, these General Terms, the Details, and any schedules or annexures expressly incorporated, and constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter. If there is an inconsistency between a provision of the Special Terms, these General Terms, the Details and a schedule (including any annexures), then the first-mentioned terms prevail.

10 Term and termination

- (a) This agreement commences on the Effective Date and, subject to clause 1.1(b), ends 12 months thereafter.
- (b) A party may terminate this agreement at any time by giving 30 days prior written notice to the other party.
- (c) On termination or expiration of this agreement, the Recipient will have no right to continue to use the Confidential Information but must continue to keep that Confidential Information confidential and comply with clauses 2, 3, 4 and 5 of this agreement which survive termination for a:
 - (i) perpetual period in the case of Confidential Information which is a trade secret; and
 - (ii) period of 5 years from the date of disclosure by the University in the case of all Confidential Information other than trade secrets.
- (d) Termination or expiry of this agreement does not extinguish or otherwise affect the rights and obligations under clauses 6, 7, 8 and 12.

11 Variation and waiver

A provision of this agreement or a right created under it, may not be waived or varied except in writing, signed by all the parties. A failure or delay in exercise of a right arising from a breach of this agreement does not constitute a waiver of that right.

12 Assignment

The Disclosing Party may assign its rights, powers and privileges under this agreement to any party who acquires Confidential Information as part of a transfer of technology substantially comprising the Confidential Information.

13 Counterparts

This agreement may be executed in counterparts. All counterparts when taken together are to be taken to constitute one instrument.

14 Governing law

This agreement is governed by the law in force in New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of the courts of that place.

15 Definitions

The following words have these meanings in this agreement:

- (a) “**Disclosing Party**” means the party who is providing the Confidential Information or from whom it is obtained, to or by the Receiving Party or its representatives;
- (b) “**Purpose**” means evaluating the Disclosing Party’s Confidential Information to determine whether to enter into further negotiations with the Disclosing Party regarding development or commercialisation of the Confidential Information; and
- (c) “**Receiving Party**” means the party to whom the Confidential Information is provided or who obtains the Confidential Information, from or on behalf of the Disclosing Party or its representative.