

Instructions for Completion

Please print out document below

Insert company and personal details where indicated

Please sign on signature line as director of company and personally where indicated and fax to [xxxxxxx]

If you have any questions please email them to [xxxxx] or telephone [xxxxxxx]

EDUCATIONAL PURPOSES ONLY

CONFIDENTIALITY AGREEMENT

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|---|---|
| Provider of Confidential Information | Business Name A.B.N. Director/Principal Address Tel: xxxxxxxxxxxx Fax: xxxxxx |
| Recipient | Business Name A.B.N. Director/Principal Address Tel: xxxxx Fax: xxxxx Email : |
| Confidential Information covered | Any information in any form or medium we make available to you in connection with the provider business and related arrangements (the "Project") |
| Date of Agreement | ____ / _____ /2012 |

We accept the terms and conditions of this confidentiality agreement by deed.

Signed by the Provider:

.....
Authorised Representative
Business Name /
(A.B.N. xxx xxx xxx)
Director.

Signed by the Recipient
named above

Business Name /
(A.B.N. xxx xxx xxx)
Director.

.....
PRINT NAME

General Terms and Conditions

When must we disclose the information to you?

- 1.1 We must make that part of the Confidential Information available to you that we consider in our sole discretion to be necessary for you to carry out the Project.
- 1.2 The confidential information always remains our property. This Agreement does not give you any right, title or interest in it. We make no warranty as to the accuracy, content, legality or completeness of the confidential information.

How must you treat it?

- 2.1 You must use the confidential information solely for the purpose of carrying out the Project and not with any discussions with another education provider. You must not use or exploit it for your own benefit or for any other purpose, or allow any other person to do so without our written consent.
- 2.2 You must not disclose it, and must ensure that your employees, contractors and agents do not disclose it to any other person except as required to carry out the Project and then only on a confidential basis. You will, on our request, arrange for such persons to execute confidentiality undertakings in our favour that they are bound by this Agreement as if a party to it.
- 2.3 You must take reasonable steps to protect the confidential information and keep it secure from unauthorised persons.
- 2.4 You must inform us immediately if:
 - (a) you become aware or suspect that there has been a breach of these obligations; or

- (b) you are required to disclose the information by law.

- 2.5 At the end of the Project or if we ask for it earlier, you must return the confidential information, and all copies, notes and memorandums relating to it, to us as we direct.

- 2.6 You do not have to treat as confidential information

- (a) which is or becomes part of the public domain, except information that is or becomes so because it has been disclosed without authority; or

- (b) which is lawfully known to you before the date of this Agreement; or

- (c) which is or becomes available to you from another person who is in possession of it lawfully and can disclose it to you on a non-confidential basis; or

- (d) which you are required by law to disclose but you must seek to limit that disclosure in any way we reasonably request.

Indemnity

3. You indemnify us against all loss, damage, expense and costs arising because you do not observe the conditions of this Agreement for any reason.

Duration

4. Your obligations under this Agreement continue after the Project ends for a period of 2 years.
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General

- 5.1 This Agreement contains the entire Agreement between you and us and takes the place of all other statements about the confidential information.
- 5.3 This Agreement may be varied only if you and we agree in writing.
- 5.4 If we do not exercise a right at any time in connection with a default under this Agreement, this does not mean that we have waived the right or cannot exercise it later.
- 5.5 This Agreement is covered by the laws of [insert home state], Australia. You and we submit to the exclusive jurisdiction of its courts and courts of appeal from them.

Related Parties means any company, individual, partners, other business entity, successor in title, assigns, business associate or individual (including wife, spouse, defacto) connected directly or indirectly with the Recipient.

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| <p>we means the Provider named on page 1 you means the Recipient named on page 1.</p> |
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