###### Your details [student]

|  |  |  |
| --- | --- | --- |
| Name | [insert] | (you or your) |
| Address | [insert] | |
| Email Address | [insert] | |
| Phone Number | [insert] | |

###### Our details [client]

|  |  |  |  |
| --- | --- | --- | --- |
| Name | Didymo Pty Ltd | (Company, we, us or our) |  |
| ABN | 91 109 275 265 | | |
| Address | P. O. Box 1122, Wollongong, N.S.W. 2500 | | |
| Contact Person | Ashley Maher | | |
| Email Address | Ashley.maher@didymodesigns.com.au | | |
| Phone Number | 0412 351 451 | | |

###### Scope of agreement

We agree to provide you with certain confidential information about the Company or its business for the purpose specified below (**Permitted Purpose)**.

You are a student at the University of Wollongong and are participating in a project at the Company (**Project**) as part of your studies at the University of Wollongong.

We agree to provide you such information but only on the basis that you agree (by signing below) to keep it confidential and to assign to the Company the Intellectual Property Rights in the Deliverables on the terms of this agreement.

During the Project you may see Identified Clinical Data. At no time are you ever to mention, state or suggest anything that you have seen in relation to the Identified data.

###### Signing

Agreed by you

Signed by you:

|  |  |  |  |
| --- | --- | --- | --- |
| Signature |  | Date |  |
| Print Name |  |  |  |

Agreed by us

Signed for us by our authorised representative:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Signature |  | Date |  |
| Print Name | |  | Position |  |

###### Your obligations

## 1. You must:

## 1.1 keep our Confidential Information confidential and not disclose it to others except as permitted under this agreement;

## 1.2 not access, use or reproduce our Confidential Information for any purpose other than the Permitted Purpose, nor assist or permit any other person to do so;

## 1.3 take all steps reasonably necessary to safeguard our Confidential Information from unauthorised access, use or disclosure;

## 1.4 notify us (where you are legally permitted to) prior to any disclosure of our Confidential Information as required by law or the rules of any stock exchange; and

## 1.5 not (unless we otherwise agree in writing) disclose our Confidential Information to any person other than for the Project or unless they need to know it for the Permitted Purpose; and you will be liable for any unauthorised access, use or disclosure of our Confidential Information by any of them.

###### Acknowledgements

###### 2. You acknowledge that:

## 2.1 monetary compensation may not be a sufficient remedy for any breach of this agreement;

## 2.2 we do not represent or warrant that our Confidential Information is accurate, complete, current or fit for any particular purpose, you must make your own assessment and satisfy yourself as to its accuracy and completeness;

## 2.3 no party is obliged to enter into any further agreement or discussion with the other party or to refrain from entering into an agreement or discussion with a third party as a result of the entry into this agreement; and

## 2.4 nothing in this agreement may be construed as granting or conferring on you any proprietary rights, licences or other rights in any of our Confidential Information (other than those expressly granted).

###### Intellectual Property Rights

###### 3. You acknowledge and agree that:

## 3.1 you assign to the Company all existing and future Intellectual Property Rights in the Deliverables immediately upon creation;

## 3.2 you may use the Deliverables solely, and only to the extent necessary, to work with the Company during, and for the purposes of, the Project; and

## 3.3 you irrevocably and unconditionally waive your Moral Rights in respect of, and consent to the Company and its Related Bodies Corporate using, developing, reproducing, publishing, transmitting, communicating, making available to the public in any form, adapting, editing, abridging, changing, modifying, relocating, combining, merging, translating, decompiling, destroying and otherwise dealing with, and doing any other acts or omissions in relation to, the copyright material in which Intellectual Property Rights are to be assigned to the Company under this agreement (**Copyright Material**).

###### General

###### 4. This agreement:

## 4.1 will continue in force until all of the Confidential Information is readily available in the public domain or for such other time as may be agreed by both parties in writing;

## 4.2 is governed by the laws of New South Wales, Australia, and each party submits to the non-exclusive jurisdiction of the New South Wales courts;

## 4.3 constitutes the entire agreement between the parties about its subject matter and supersedes any previous understanding, agreement, representation or warranty relating to such subject matter; and

## 4.4 may only be varied by written agreement between the parties.

###### Definitions

###### Confidential Information means the terms of this agreement and all data and information (including Personal Information, as that term is defined in the Privacy Act 1988 (Cth)) relating to us or any of our subsidiaries or affiliates and their respective operations, facilities, customers. personnel, assets. products, sales and transactions which is provided by or on behalf of us, or any of our subsidiaries or affiliates, which is confidential in nature or marked confidential and in any form under this agreement or in connection with the Permitted Purpose, and any material or information which is derived from or contains such information, but does not include information which:

#### is or becomes readily available in the public domain, other than as a result of a breach of this agreement;

#### is independently developed or already known to you, and is not subject to an existing obligation of confidence;

#### is provided to you by a third party who is not under an obligation of confidence in respect of the information.

**Copyright Material** has the meaning specified in clause 3.3.

**Deliverables** means all of your work product which arises out of the Project and any inventions, discoveries, improvements and processes relating to such work product, made, discovered or acquired by you including any related documentation and any other materials created by you during the Project.

**Intellectual Property Rights** means:

### all industrial and intellectual property rights throughout the world and includes rights in respect of copyright, patents, trademarks, designs, trade secrets, know-how, confidential information and circuit layouts; and

### any application or right to apply for registration of any of the rights referred to in paragraph (a).

**Moral Rights** has the meaning given to that term in the *Copyright Act* 1968 (Cth).

**Personal Information** means:

#### information or an opinion, whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion; or

#### information or a document that relates to the affairs or personal particulars of another person.

**Project** has the meaning specified in the Scope of Agreement.