

THIS AGREEMENT made on the of 20.....
(Day & Date) (Year)

BETWEEN: **Griffith University**, a body corporate established by the *Griffith University Act 1998*, of Kessels Road, Nathan in the State of Queensland (“the University”).

AND:

(Full name)

of("the Employee")

WHEREAS:

- A. The University possesses Confidential Information relating to the functions of the University.
- B. The Employee is employed by the University and on occasion may be required to work in areas containing Confidential Information.
- C. The Employee agrees not to deal with the Confidential Information other than in accordance with the terms of this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1.0 DEFINITIONS

1.1 For the purpose of this Agreement:-

“**Confidential Information**” means all information, data, know-how or experience relating to the personal files of the University in all forms including documents, databases, records, drawings, oral disclosures

“**Document**” includes, but is not limited to:-

- (i) any paper or other material on which there is writing; and,
- (ii) any paper or other material on which there are marks, figures, symbols or perforations, having a meaning for a person qualified to interpret them; and,
- (iii) any disc, computer file, tape, or other article or any material from which sounds, images, writings or messages are capable of being produced or reproduced (with or without the aid of another article or device).

2.0 CONFIDENTIAL OBLIGATIONS

2.1 The Employee, unless expressly otherwise agreed with the University agrees:-

- (a) not to make any use whatsoever of the Confidential Information disclosed under this Agreement except for the purpose (if any) referred to in this Clause;

- (b) not to reveal any of the Confidential Information to any person whatsoever except for those officers, employees and professional advisers of the University who have a need to know the Confidential Information;
 - (c) to keep all of the Confidential Information strictly secret and confidential;
 - (d) to take such steps as are reasonable to preserve the confidentiality and secrecy of the Confidential Information;
 - (e) not to make copies or duplicates of the Confidential Information except to the extent that it is reasonably necessary to carry out the Employer's duties.
- 2.2 The obligation to maintain confidentiality and not to use the Confidential Information shall remain in effect for an indefinite period. Notwithstanding the obligation to maintain confidentiality shall cease if the Confidential Information enters into the public domain.

3.0 GENERAL

- 3.1 This Agreement supersedes all previous written and oral agreements and understandings reached by the parties regarding the disclosure of the Confidential Information.
- 3.2 Alterations or variations of this Agreement will not be valid unless in writing and signed by both parties.
- 3.3 No rights under this Agreement will be deemed to be waived except where the waiver is in writing and is signed by the University.
- 3.4 Any failure by the University to enforce any clause of this Agreement or any forbearance, delay or indulgence granted by the University to the Employee, will not be construed as a waiver of the University's rights under this Agreement.
- 3.5 This Agreement shall be governed and construed in accordance with the laws of the State of Queensland, Australia. The parties submit unconditionally to the non-exclusive jurisdiction of the Courts of Queensland, the Federal Court of Australia, and courts with jurisdiction to hear appeals from the lower courts.
- 3.6 This Agreement shall be effective once it is executed by the Employee, irrespective of whether it is executed by the University.

EXECUTED AS AN AGREEMENT:

Signed for and on behalf of **GRIFFITH UNIVERSITY** by A.C. McAndrew
 Vice President (Corporate Services)

.....(Date)

Signed by:

.....(Date)