

**Confidentiality Agreement – Disclosure by CSU**

Schedule – Confidentiality Agreement Details

This Agreement is between CSU and the Recipient and consists of this Schedule and the Agreed Terms.

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| --- | --- | --- | --- |
| **CSU** | **Name:** Charles Sturt University**ABN:**  83 878 708 551**Address:**  The Grange Panorama Avenue, Bathurst NSW 2795**Contact Person:** **Position:** **Telephone:**  **Email :** | **Recipient** | **Name:** **ABN:**  **Address:**   **Contact Person:** **Position:** **Telephone:****Email:** |
| **Commencement Date:** date of execution of this Agreement by both parties. **Approved Purpose:** CSU will disclose Confidential Information to the Recipient from the Commencement Date for the purpose of enabling the identification and implementation of reasonable adjustment and support if required by a student of CSU for a work placement at the Recipient. |

Executed as an Agreement by the parties:

|  |  |  |
| --- | --- | --- |
| SIGNED for **CHARLES STURT UNIVERSITY** in the presence of | )) |  |
| Signature |
| Signature of witness |  | Name (print) |
| Name of witness (print) |  | Position (print) |
| Date signed |  | Date signed |
| SIGNED for **THE RECIPIENT** in the presence of | ) |  |
| Signature |
| Signature of witness |  | Name (print) |
| Name of witness (print) |  | Position (print) |
| Date signed |  | Date signed |

**Agreed Terms - Confidentiality Agreement**

## **Definitions** In this Agreement, unless the context otherwise requires:

Confidential Information means any information, including Personal Information, which is disclosed by or for CSU, in whatever form which:

1. is by its nature confidential;
2. is capable of protection at law or equity as confidential information;
3. has been designated as confidential by CSU; or
4. is derived or produced partly from the Confidential Information,

but does not include information that:

* + 1. is in the public domain; or
		2. is independently known or developed by the Recipient other than as a result of a breach of this Agreement or any other obligation of confidentiality owed by or to any other person.

**Personal Information** has the same meaning as in the *Privacy and Personal Information Protection Act 1998* (NSW).

## **Permitted Use**

### The Recipient must:

#### only use the Confidential Information for the Approved Purpose;

#### not use or permit any person to use the Confidential Information for any other purpose;

#### not disclose the Confidential Information to any other party or person except as specifically permitted under this Agreement; and

#### not copy the Confidential Information or any part of it other than as strictly necessary for the Approved Purpose.

## **Permitted Disclosure**

### The Recipient may disclose Confidential Information to only those of its employees, directors, officers, agents and legal, financial or other professional advisers who have a need to know the information for the Approved Purpose.

### Prior to disclosure to any person under clause 3.1, the Recipient must ensure that those persons are made aware of the confidential nature of the Confidential Information and procure an assurance that any such Confidential Information will be kept confidential.

### The Recipient may disclose Confidential Information to the extent that it is required to be disclosed by law, provided that the Recipient must:

* + 1. to the extent reasonably practicable, give prior notice to CSU of the proposed disclosure with full details of the circumstances and the information to be disclosed;
		2. postpone any disclosure required by law for as long as the Recipient is able to, without prejudicing the Recipient’s own position; and
		3. allow CSU, at its cost and expense, an opportunity to make representation to the relevant court, tribunal or other body seeking or ordering disclosure as to whether the Confidential Information should be disclosed.

## **Exclusion of Warranties**

### The Recipient acknowledges that, to the extent permitted by law, CSU:

* + 1. has not made and makes no representation or warranty, express or implied, as to the accuracy, content, legality or completeness of the Confidential Information or its fitness for purpose; and
		2. is not under any obligation to notify the Recipient or provide any further information to the Recipient or if it becomes aware of any inaccuracy, incompleteness or change in the Confidential Information.

## **General Terms**

### **Breach:**  The Recipient acknowledges that a breach of this Agreement may cause CSU irreparable damage for which monetary damages would not be an adequate remedy. Accordingly, and without prejudice to any other rights or remedies that may be available, CSU may seek specific performance or injunctive relief as a remedy for any such breach or threatened breach.

### **Entire Agreement:** This Agreement contains the entire agreement between the parties as to the matters referred to in this Agreement. It supersedes all prior contracts, obligations, representations, conduct and understandings.

### **Waiver:** A right or remedy created by this Agreement cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

### **Governing law:** The laws of New South Wales, Australia govern this Agreement and the parties submit to the non-exclusive jurisdiction of the courts in that State and the courts that hear appeals from them.