

MUTUAL CONFIDENTIALITY DEED

BETWEEN: **UNISA VENTURES PTY LTD** (ABN 54 154 270 167) of Building GP 1.15, University of South Australia, Mawson Lakes Boulevard, Mawson Lakes, South Australia, Australia 5095 ('**UniSA Ventures**')

AND: *[insert Party name, ABN and address]*

RECITALS

- A. UniSA Ventures is the wholly owned subsidiary and authorised agent of the University of South Australia mandated to protect and commercialise University research and intellectual property.
- B. The Parties wish to hold confidential discussions and exchange Confidential Information for their mutual benefit in relation to the Purpose.
- C. Each Party that is a recipient of Confidential Information (**Recipient**) of another Party (**Discloser**) has agreed to keep that information secret and confidential in accordance with the terms of this Deed.

DEFINITIONS

1. In this Deed:

Confidential Information means regardless of the form of disclosure or the medium used to store it, any information that by its nature is confidential, or is designated by a Party as confidential, or the recipient knows or ought to know is confidential, or is imparted in circumstances of confidence by the discloser to the recipient, or otherwise through the Recipient's involvement with the Discloser, and includes without limitation:

- (a) the information of each Party (if any) described in the Schedule of this Deed;
- (b) the fact that the Parties will have or are having discussions about the Purpose and the provisions of this Deed;
- (c) all information, notes and copies generated by any person based on the Discloser's Confidential Information; and
- (d) all information that the Discloser discloses to the Recipient in relation to the Purpose, including disclosures made by the Discloser's Personnel and Related Bodies Corporate (as defined in the Corporations Act 2001 (Cth)).

Deed means this Deed, including any attachments and other documents incorporated by express reference.

Effective Date means the date specified in the Schedule.

Personnel means a Party's employees, officers, contractors and professional advisers, and with respect to UNISA Ventures, also includes employees and students of the University of South Australia.

Purpose has the meaning given in the Schedule of this Deed.

DUTY OF CONFIDENCE

2. In return for being given access to the Confidential Information, the Recipient agrees that all Confidential Information disclosed to it:
 - (a) will be kept strictly confidential and used solely for the Purpose;
 - (b) will remain the absolute and exclusive property of the Discloser;
 - (c) will not be copied (or any part of it copied) other than as strictly necessary for the Purpose and all copies will be treated as Confidential Information subject to this Deed.

3. The Recipient's duty of confidence does not extend to such of the Confidential Information as the Recipient can prove:
 - (a) was previously known by the Recipient;
 - (b) is or becomes public knowledge other than by breach of this Deed;
 - (c) is acquired from a third party having no obligation of confidentiality to the Discloser;
 - (d) is independently developed by the Recipient without reliance on or use of any part of the Confidential Information; or
 - (e) is required by law to be disclosed.

4. Despite any other provision of this Deed, the Recipient may disclose Confidential Information to its Related Bodies Corporate and those of its and its Related Bodies Corporate's Personnel, who have a need to know it for the Purpose and who have:
 - (a) been made aware of the confidential nature of the Confidential Information disclosed to the Recipient; and
 - (b) agreed with the Recipient to keep the Confidential Information confidential on terms consistent with the obligations of the Recipient in this Deed.

The Recipient is solely responsible for ensuring its Personnel comply with their undertakings of confidence and will be liable to the Discloser for any breach of such undertakings. Immediately upon request by the Discloser, the Recipient will provide details to the Discloser of Related Bodies Corporate and those of its and its Related Bodies Corporate's Personnel to whom the Discloser's Confidential Information has been disclosed.

5. The Recipient must:
 - (a) ensure there is no unauthorised copying, use or disclosure of the Confidential Information (whether orally, in writing or in any other form);
 - (b) immediately notify the Discloser if it becomes aware that any of the Confidential Information has been copied, used or disclosed without authority or is required to be disclosed by law;
 - (c) on completion of the Purpose, or at the Discloser's request at any time, immediately stop using the Confidential Information and return to the Discloser (or destroy it at the Discloser's option) the Confidential Information and all extracts and copies of the Confidential Information (in any medium); and
 - (d) fulfil its obligations under this Deed indefinitely until such time as the Confidential Information is lawfully released into the public domain or the Discloser has consented in writing to its disclosure.

MISCELLANEOUS

6. This Deed shall take effect on the Effective Date and the Recipient's obligations hereunder continue without limitation of time, unless expressly extinguished by written consent of the Discloser. If such indefinite duration is unenforceable or void in respect of any Confidential Information or in any jurisdiction, the Recipient's obligations will continue for a period of 7 years from disclosure of the relevant Confidential Information.
7. The Recipient acknowledges that the Discloser makes no warranties or representations in relation to any Confidential Information including as to its accuracy, completeness or fitness for any particular purpose. The Recipient agrees to make its own independent assessment of the Confidential Information and that any reliance placed upon the Confidential Information will be at its own risk.
8. The Recipient hereby indemnifies and shall keep indemnified the Discloser against all loss and damage the Discloser sustains or incurs as a result, whether directly or indirectly, of any breach by the Recipient of this Deed.
9. This Deed does not create any partnership, agency or further relationship between the Parties or obligation to enter into further agreements. Nothing in this Deed shall grant to the Receiving Party, expressly or impliedly, any ownership, right, or any licence to use (other than for the Purpose) the Confidential Information.
10. Neither Party represents that by entering into this Deed that Party will enter into any other arrangement in relation to the Purpose or any Confidential Information.
11. The Recitals and Schedule shall form part of this Deed
12. This Deed may be executed in a number of counterparts. All counterparts taken together constitute one document. An executed counterpart may be delivered by any electronic means.
13. This Deed is governed by the laws of the State of South Australia and each Party submits to the exclusive jurisdiction of the courts of South Australia.

EXECUTION

EXECUTED as a deed this _____ day of _____ 2016.

Signed for and on behalf of _____)
[insert name of Party])
by its authorised signatory)
in the presence of)

Signature
Name of signatory:
Capacity/Position:

Date:

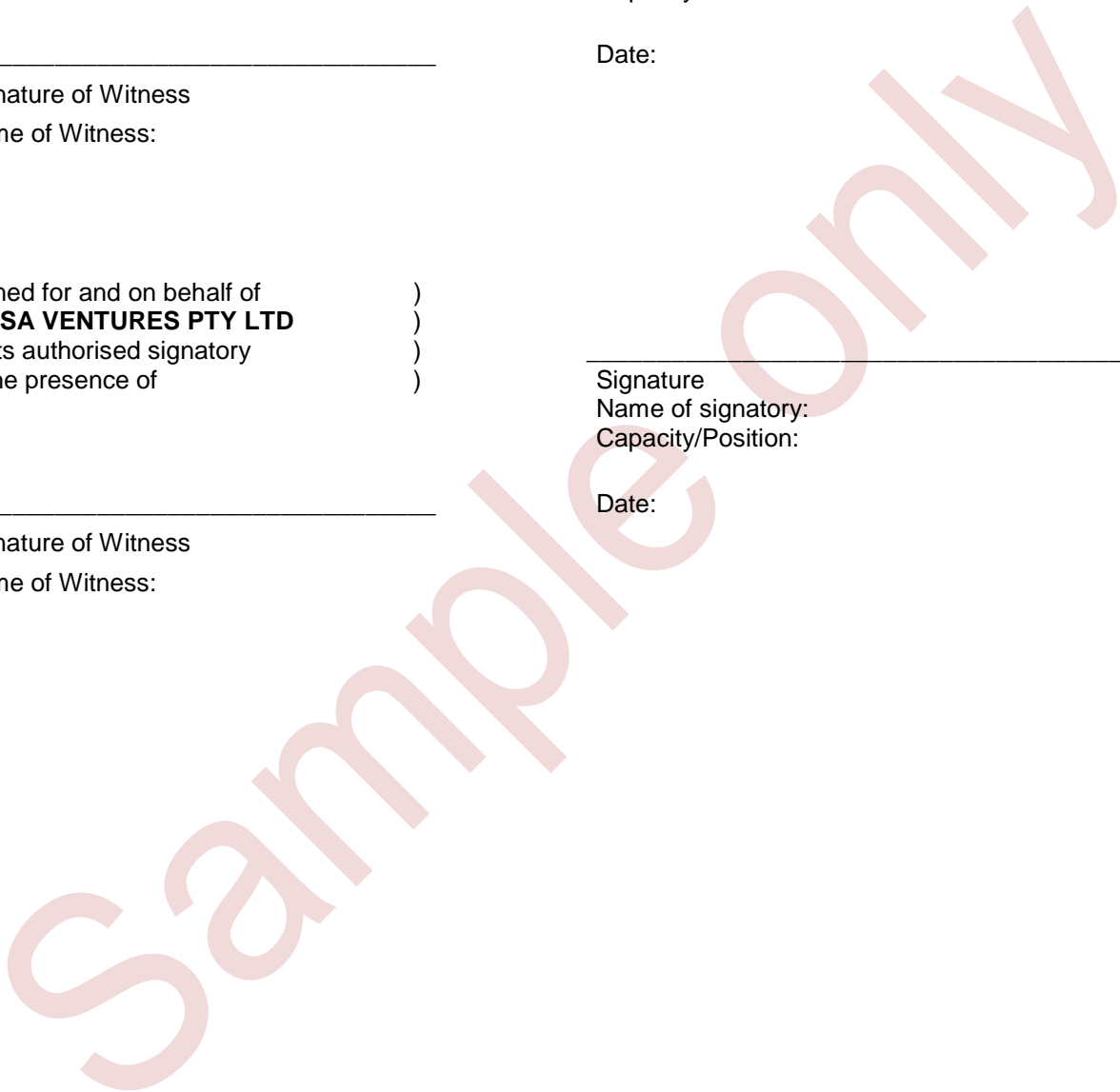
Signature of Witness
Name of Witness:

Signed for and on behalf of _____)
UNISA VENTURES PTY LTD)
by its authorised signatory)
in the presence of)

Signature
Name of signatory:
Capacity/Position:

Date:

Signature of Witness
Name of Witness:



SCHEDULE

Effective Date :

Purpose:

[insert description of Purpose, e.g.,

Evaluation by the Parties of a potential business arrangement between them relating to the intellectual property of the Discloser or a Related Body Corporate;

Confidential Information includes:

[insert description of Confidential Information each Party may disclose]

UNISA Ventures:

Other Party:

Sample Only