



Confidentiality Deed Poll and Conflict of Interest Declaration

THIS DEED POLL is made on the 9 day of MARCH 20 20 (Commencement Date)

BY: BRENDAN BUSCH 30 STIRLING HWY, CRAWLEY 6009

[Insert full name and address of Individual] (Individual)

IN FAVOUR OF:

Sydney Water Corporation, ABN 49 776 225 038, of 1 Smith Street, Parramatta, NSW, 2150, a statutory State owned corporation constituted under the *Sydney Water Act 1994* (NSW) (**Sydney Water**)

RECITALS

- A. Sydney Water is the owner of certain confidential information relating to its business and operations.
- B. The Individual **will work with Sydney Water on the calibration of the Hawkesbury Nepean Water Quality model as part of the EIS for the Upper South Creek Water Factory (Purpose).**
- C. The Individual acknowledges that in connection with the Purpose, confidential information belonging to Sydney Water will be disclosed to the Individual. The Individual agrees to keep such information confidential in accordance with the terms of this deed poll.

OPERATIVE PROVISIONS

In consideration of Sydney Water disclosing its confidential information to the Individual, the Individual agrees, with effect from the Commencement Date:

1. Definitions and interpretation

In this deed poll:

Definitions

Confidential Information means:

- (i) any information or document (whether oral, electronic or otherwise) provided by or on behalf of Sydney Water to the Individual relating to or in connection with Sydney Water's business, all copies of such information or documents (however made or stored) and all documents and records prepared by Sydney Water or the Individual based on or incorporating such information (including trade secrets, designs, drawings, know-how, techniques, processes, procedures, technology or equipment used or proposed to be used or developed by Sydney Water or other commercially valuable information, whether in the past, present or future); and
- (ii) all other proposals, requests, technical, commercial, financial or other information disclosed (whether orally, in writing or by any other means) by or on behalf of Sydney Water to the Individual which is marked as being confidential or which could reasonably be regarded as confidential (including marketing and financial information, customer lists, customer information, supplier information, marketing plans, business plans,

- (e) not apply for, or assist any other person, directly or indirectly, to apply for any patents, designs or other registered intellectual property based on or using any part of the Confidential Information;
- (f) not contest or seek to invalidate any patents, designs or other registered intellectual property or applications for intellectual property that are based on or that use any part of the Confidential Information;
- (g) not use the Confidential Information to develop technology the same as or similar to the Confidential Information or to compete against Sydney Water; and
- (h) not directly or indirectly use or disclose the Confidential Information in any way for the commercial benefit, profit or advantage of the Individual or any other person (other than Sydney Water in relation to the Purpose) except with the express written permission of Sydney Water or as expressly permitted by this deed poll.

4. Permitted Disclosures

- (a) Subject to paragraph (b), the Individual may disclose Confidential Information:
 - (i) to any third parties who reasonably require access to the Confidential Information for the Purpose and who are obliged to treat the Confidential Information as confidential in the same manner and to the same extent as is provided under this deed poll;
 - (ii) to any third parties which Sydney Water approves in writing as persons to whom disclosure may be made, in its absolute discretion.
 - (iii) if the Individual is required to do so by law or a governmental or regulatory body; or
 - (iv) if the Individual is required to do so in connection with legal proceedings relating to this deed poll.
- (b) The Individual acknowledges that:
 - (i) Sydney Water may impose conditions on any disclosure under clause 4(a)(i) or (ii), including Sydney Water may require that the Individual procure the person to whom the Individual proposes to disclose the Confidential Information to provide a deed poll substantially in these terms; and
 - (ii) if Sydney Water imposes conditions on any disclosure under clause 4(a)(i) or (ii), the Individual must comply with those conditions.

5. Security and Control

The Individual must:

- (a) ensure that proper and secure storage is provided for the Confidential Information; and
- (b) take all precautions necessary to prevent any disclosure (whether accidental or otherwise) of the Confidential Information.

6. Breach of confidentiality

- (a) The Individual must:
 - (i) immediately give Sydney Water notice of any suspected or actual breach of this deed poll;
 - (ii) immediately take steps to prevent or stop any suspected or actual breach; and
 - (iii) comply with Sydney Water's directions regarding the enforcement of this deed poll (including, starting, conducting and settling enforcement proceedings).
- (b) The Individual acknowledges that:
 - (i) any breach or threatened breach of this deed poll may cause Sydney Water immediate and irreparable harm for which damages alone may not be an adequate remedy; and

- (b) Nothing in this deed poll creates the relationship of employer and employee between Sydney Water and the Individual.
- (c) The Individual receiving Confidential Information is responsible for any cost of complying with obligations in connection with this deed poll.
- (d) The Individual must not assign his or her rights or obligations under this deed poll without Sydney Water's prior written consent.
- (e) This deed poll must not be revoked or otherwise modified without the prior consent of Sydney Water.
- (f) The Individual acknowledges that, in relation to this deed poll, the Individual has received legal advice or has had the opportunity to obtain legal advice.
- (g) The laws of New South Wales govern this deed poll. The parties submit to the non-exclusive jurisdiction of the courts of NSW and any courts competent to hear appeals from those courts.

Executed as a deed

SIGNED by **[Insert full name of Individual]** BRENDAN BUSCH

in the presence of:


Signature of Witness


Signature of the Individual

PEISHENG HUANG
Full name of Witness