

## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (**Agreement**) sets out our terms for disclosure of the Confidential Information. By signing below where indicated, you agree to be bound by this Agreement.

Our General Terms and Conditions are attached and form part of this Agreement. If there are any inconsistencies between the parts of the Agreement, the order of priority is:

- the Schedule; and
- the General Terms and Conditions.

### SCHEDULE

#### 1. PARTIES

UWA / WAMSI	Recipient
<p>The University of Western Australia, a body corporate established pursuant to the provisions of the <i>University of Western Australia Act 1911</i> (WA), of 35 Stirling Highway, CRAWLEY, WA, 6009, as the Centre Agent for the <b>Western Australian Marine Science Institution</b> (WAMSI)</p> <p>Contact: Dr Luke Twomey, WAMSI CEO Level 5 Indian Ocean Marine Research Centre 64 Fairway, CRAWLEY WA 6009 (08) 6488-4571 / 6488-4570 C/- <a href="mailto:trish.wells@wamsi.org.au">trish.wells@wamsi.org.au</a></p> <p>ABN: 37 882 817 280</p>	<p>UWA Computer Science CITS3200 Project Students – Group 29</p> <p>This Computer Science and Software Engineering unit is supervised by:</p> <p>Associate Professor Michael Wise The University of Western Australia (M002) Email: <a href="mailto:michael.wise@uwa.edu.au">michael.wise@uwa.edu.au</a> 0414-867-489</p>

#### 2. DETAILS

<b>Confidential Information</b>	<p>Means information in any form or medium (whether disclosed in writing or orally), including but not limited to technical, commercial, financial, marketing and other information, and all inventions, discoveries, facts, ideas, specifications, manner, method or process, formulas, techniques, products, prototypes, drawings, know-how, trade secrets, reports, models and data, and other knowledge and any information developed or derived from the information disclosed, including but not limited to the Documents and all other information regarding the affairs of UWA or its affiliated entities or subsidiaries, disclosed by or on behalf of UWA to the Recipient or its agents at any time for or in anticipation of the Purpose.</p> <p>Confidential Information is also taken to include personal information as that term is defined in the <i>Privacy Act 1988</i> (Cth).</p> <p>Confidential Information may be acquired, before, on or after the commencement of the Agreement.</p> <p>Confidential Information includes the existence of this Agreement.</p>
<b>Purpose:</b>	<p>The Western Australian Marine Science Institution (WAMSI) requires contacts from MS Access database to be migrated to a more compatible database with SharePoint. As well as publicly-available</p>

	<p>corporate information, the database also has some sensitive information (ie mobile phone numbers and some private addresses).</p> <p>As soon as the CITS3200 Project is complete, and by 31 October 2023, all Project participants will delete any copies of the WAMSI MS Access database, and any subsequent confidential information.</p>
<b>Documents:</b>	<p>Attachment 1 – Response Summary CITS3200 2023 Project Proposal Form</p> <p>Attachment 2 - CITS3200_Information_for_Prospective_Clients_2023_v1</p>

### 3. TERM

This Agreement will commence from the date of last signature of this Agreement and continue until 31 October 2023.
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<b>SIGNED FOR THE UNIVERSITY OF WESTERN AUSTRALIA AS CENTRE AGENT FOR THE WESTERN AUSTRALIAN MARINE SCIENCE INSTITUTION BY ITS AUTHORISED REPRESENTATIVE:</b>	
NAME:(IN CAPITALS)	Dr LUKE TWOMEY
TITLE:	CEO WAMSI
EMAIL:	luke.twomey@wamsi.org.au
SIGNATURE:	
DATE:	

<b>SIGNED FOR:</b>	
NAME:(IN CAPITALS)	SULTAN ALQUEMZI
EMAIL:	<a href="mailto:22880665@student.uwa.edu.au">22880665@student.uwa.edu.au</a>
SIGNATURE:	
DATE:	11/08/2023

<b>SIGNED FOR:</b>	
NAME:(IN CAPITALS)	GERALDINE CHIN
EMAIL:	<a href="mailto:22972043@student.uwa.edu.au">22972043@student.uwa.edu.au</a>
SIGNATURE:	
DATE:	11/08/2023

<b>SIGNED FOR:</b>	
NAME:(IN CAPITALS)	FINN O'CALLAGHAN
EMAIL:	<a href="mailto:22975893@student.uwa.edu.au">22975893@student.uwa.edu.au</a>
SIGNATURE:	
DATE:	11/08/2023

<b>SIGNED FOR:</b>	
NAME:(IN CAPITALS)	ANN ROY
EMAIL:	<a href="mailto:23132836@student.uwa.edu.au">23132836@student.uwa.edu.au</a>
SIGNATURE:	
DATE:	11/08/2023

<b>SIGNED FOR:</b>	
NAME:(IN CAPITALS)	CHARLES SO
EMAIL:	<a href="mailto:23199336@student.uwa.edu.au">23199336@student.uwa.edu.au</a>
SIGNATURE:	
DATE:	11/08/2023

<b>SIGNED FOR:</b>	
NAME:(IN CAPITALS)	TYSON TRAN
EMAIL:	<a href="mailto:22834433@student.uwa.edu.au">22834433@student.uwa.edu.au</a>
SIGNATURE:	
DATE:	11/08/2023

## **GENERAL TERMS AND CONDITIONS (UWA Disclosing)**

### **1. CONFIDENTIALITY**

- 1.1 In consideration for UWA providing the Confidential Information to the Recipient, the Recipient agrees that all Confidential Information which it receives (or has received prior to signing this Agreement) will be treated as strictly confidential. Nothing prevents UWA from withholding all or any part of its Confidential Information or be construed to obligate UWA to provide any information to the Recipient.
- 1.2 The provisions of this Agreement do not apply to any Confidential Information which:
- a) was by reasonable proof already in the possession of the Recipient on the date of receipt;
  - b) is or becomes public knowledge other than by default on the part of the Recipient or its officers, employees or professional advisers;
  - c) is lawfully obtained by the Recipient from a third party having no duty of confidentiality to UWA in respect of the Confidential Information; or
  - d) is required by law to be disclosed by the Recipient, in which case the Recipient will immediately notify UWA in writing of the legal requirement to disclose and what Confidential Information has or will be disclosed.

### **2. OWNERSHIP OF CONFIDENTIAL INFORMATION**

- 2.1 The Confidential Information will at all times be and remain the property of UWA.
- 2.2 The Recipient obtains no proprietary rights of any kind to any of the Confidential Information as a result of anything in this Agreement.
- 2.3 Nothing in this Agreement can be construed to grant the Recipient any right, title, interest or licence in any patent, know-how, trademark, copyright or other intellectual property of UWA.

### **3. DISCLOSURE OF CONFIDENTIAL INFORMATION**

The Recipient agrees to:

- a) not disclose the existence or contents of this Agreement or the existence or progress of any discussions relating to the Purpose;
- b) keep all Confidential Information confidential;
- c) not disclose Confidential Information directly or indirectly in any form to anyone else, except to its officers, employees, agents, authorised representatives or professional advisers directly involved in the Purpose on a "need-to-know" basis and provided that such persons are themselves under equivalent confidentiality obligations as provided in this Agreement;
- d) not use or make a copy of any Confidential Information other than for the Purpose; and
- e) not manufacture any product or use any process based on the Confidential Information or otherwise commercialise anything based on the Confidential Information.

### **4. PRIVACY**

- 4.1 The Recipient and its officers, employees, agents, authorised representatives and professional advisors must comply with the *Privacy Act 1988 (Cth)* including

the Australian Privacy Principles contained within that Act and any other applicable legislation.

- 4.2 Without limiting the Recipient's obligations under clause 4.1, to the extent that the Confidential Information includes personal and/or health information, the Recipient agrees to:

- a) comply with UWA's information privacy policy and guidelines which are available on UWA's website;
- b) refrain from transmitting personal information relevant to this Agreement outside of Australia without the prior written consent of UWA; and
- c) immediately report to UWA any use or disclosure of personal and/or health information other than as permitted by this Agreement and will take all reasonable steps to mitigate the effects of such improper use or disclosure, including cooperating with all reasonable requests by UWA.

### **5. SECURITY OF CONFIDENTIAL INFORMATION**

The Recipient must:

- a) keep effective control of Confidential Information by means of appropriate technical and organisational measures;
- b) ensure that Confidential Information is secure from theft, loss, damage or unauthorised access or alteration;
- c) ensure that its officers, employees, agents, authorised representatives and professional advisors do not disclose, use or copy Confidential Information except as permitted pursuant to this Agreement;
- d) if required by UWA, obtain from each of its officers, employees, agents, authorised representatives and professional advisors to whom Confidential Information is disclosed, a written undertaking to comply with the obligations of the Recipient under this Agreement in a form approved by UWA;
- e) notify UWA within 7 days, of any suspected or actual unauthorised use, copying or disclosure of Confidential Information; and
- f) provide assistance reasonably requested by UWA in relation to obligations placed on UWA, or proceedings UWA may take against any person, for unauthorised use, copying or disclosure of Confidential Information.

### **6. RETURN OF CONFIDENTIAL INFORMATION**

At the end of the Term or within 7 days after a written direction by UWA to do so, the Recipient must (at its expense) return or destroy (if in electronic form, erase or destroy) all Confidential Information in the Recipient's (and any of its officers, employees, agents, authorised representatives, or professional advisors) possession, custody or control. The Recipient may retain 1 copy of any such Confidential Information only to the extent required by law. The return or destruction of any Confidential Information will not diminish or otherwise affect any other obligations under this Agreement.

## **GENERAL TERMS AND CONDITIONS (UWA Disclosing)**

### **7. NO WARRANTY**

No representation or warranty (express or implied) is given as to the accuracy, content, legality, or completeness of any Confidential Information provided and the Recipient uses the Confidential Information at its own risk.

### **8. REMEDIES**

The Recipient acknowledges and accepts that:

- a) the Confidential Information is of a proprietary and confidential nature and that any failure to maintain the confidentiality or any unauthorised use or disclosure of Confidential Information in breach of this Agreement would cause irreparable financial and other loss and damage that cannot be reasonably or adequately compensated for in damages; and
- b) UWA has the right, in addition to any other legal remedies which may be available in law or equity, to seek injunctive relief to prevent a breach of this Agreement.

### **9. DURATION**

The Term of the Agreement is as set out in item 3 of the Schedule.

### **10. GENERAL**

- 10.1 Any notice or other communication required to be given under this Agreement must be in writing to the email or physical addresses set out in the Schedule.
- 10.2 This Agreement is governed by the laws of Western Australia and the Parties agree to submit to the non-exclusive jurisdiction of the courts of that jurisdiction.
- 10.3 If any dispute arises between the Parties in respect of or in connection with this Agreement, they agree to negotiate in good faith and to use their best endeavours to resolve the dispute before resorting to legal proceedings.
- 10.4 Notwithstanding the existence of a dispute the Parties must continue to perform their obligations under this Agreement.
- 10.5 Nothing in this Agreement imposes any obligation on either Party to purchase, sell, licence, transfer or otherwise dispose of any technology, services or products relating to the Purpose.
- 10.6 This Agreement constitutes the entire agreement between the Parties.
- 10.7 Any invalid part of this Agreement will not affect the validity of the remaining parts of the Agreement.
- 10.8 This Agreement may be varied, amended or extended only by the written agreement of the Parties.
- 10.9 Only waivers in writing and signed by the Party against whom the waiver is claimed will be valid.
- 10.10 The Parties enter into this Agreement as independent contractors. This Agreement does not create a partnership, joint venture or relationship of principal and agent between the Parties.
- 10.11 Neither Party will, without the prior written consent of the other Party, transfer or assign any obligations under this Agreement.

10.12 This Agreement may be signed in any number of counterparts which when taken together constitute one document and an exchange of signed electronic copies of the Agreement will suffice.



We thank you for your time spent taking this survey.  
Your response has been recorded.

Below is a summary of your  
responses

[Download PDF](#)

## **CITS3200 2023 Project Proposal Form**

Professional Computing is a capstone Computer Science and Software Engineering unit that students typically take in their final semester before leaving for employment. The unit is offered in second semester. The main activity of the unit is a significant group project. These are largely sourced from Industry, the University community and the wider Perth community. As well as traditional Computer Science application domains, past teams have done projects in diverse areas, including archaeology, medical education and conservation biology.

Before you complete the form and press Submit, it is essential that you read the Advice to Project Proposers whose link appears below, as this discusses what you can expect from your project group(s) and what they can expect from you.

The Advice document can also be found at:

[http://teaching.csse.uwa.edu.au/units/CITS3200/CITS3200\\_Information\\_for\\_Pro prospective\\_Clients\\_2023\\_v1.docx](http://teaching.csse.uwa.edu.au/units/CITS3200/CITS3200_Information_for_Pro prospective_Clients_2023_v1.docx) .

**The final date for submission of proposals is Friday 21 July, 2023.**

Please send any questions to [Michael.Wise@uwa.edu.au](mailto:Michael.Wise@uwa.edu.au)

Assoc Prof Michael J Wise

[Michael.Wise@uwa.edu.au](mailto:Michael.Wise@uwa.edu.au)

3 May, 2023

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## Project Title

WAMSI Marine Science contacts database refresh

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## Short Project Title (2-4 words, like a running head in a journal)

WAMSI Marine Science Database

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**Project Description** (2-3 paragraphs, please. Feel free to add any HTML tags, particularly if you want to link to other resources, such as images). What you enter here will be transformed into HTML for web display to the students.

WAMSI (\\uniwa\data\staffdata\SCI) (W:)Administration\Contacts and Database The Western Australian Marine Science Institution ( WAMSI - <https://wamsi.org.au/> ) requires contacts from MS Access to be migrated to a more compatible database with SharePoint. Some of the information is outdated, and needs to be cross-referenced with current details. As well as publicly-available corporate information, the database also has some sensitive information (ie mobile phone numbers and some private addresses).

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## Certification

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I have read *Information for Prospective Clients Proposing CITS3200 Projects*

Yes

No

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I, or a nominee who is familiar with the project, will be available in person from Week 1 to Week 12 (24 July to 20 October)

Yes

No

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I am willing to act as Client for 2 teams undertaking my project (default, 1 team per project). It would be very helpful if you can look after 2 teams, please.

Yes

No

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### Intellectual Property

By default, students own any Intellectual property they create, so while project proposers will have IP invested in projects (and there may be third party IP), students' IP interests must also be respected. Please indicate which of the following models you wish to use for your project. This information will be added to the project details displayed on the project's web page. (If you are unsure, the Creative Commons, CC BY-NC is a good way to go. It permits non-commercial use and adaptation, but the source must be acknowledged, and only not-for-profit. )

• Creative Commons ("open source") <http://creativecommons.org.au/>

• GNU General Public License ("open source") <http://opensource.org/licenses/GPL-3.0>

• Right of proposer(s) and students to use and modify project outputs, but not to distribute

• An agreement to joint exploitation of any IP that is created

• IP to be assigned to the project proposer(s)

Other (please describe)

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Do you require teams to sign a Non-Disclosure Agreement?

No

Yes

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### Contact Person/People

Ms Trish Wells and Dr Luke Twomey

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Telephone



6488-4570

Email

trish.wells@wamsi.org.au and luke.twomey@wamsi.org.au

Preferred method of contract (select at least one, but you can have more than one)

Phone

Email

SMS

Location (where you, and presumably the project, are based)

WAMSI is located on UWA campus at Level 5 of the Indian Ocean Marine Research Centre, 64 Fairway, Crawley

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## **Information for Prospective Clients Proposing CITS3200 Projects 2023**

### ***About the CITS3200 Project – what you can expect***

CITS3200 Professional Computing is a Level 3 Computer Science and Software Engineering unit that students typically take in their final semester before leaving for employment or undertaking an Honours year. The unit is offered in second semester. The main activity of the unit are group projects, which are largely sourced from the University community. As well as traditional Computer Science application domains, past teams have done projects in diverse areas, including archaeology, lactation biology, medical education and conservation biology.

As a guide, the list of the projects on offer last year can be found at:

[http://teaching.csse.uwa.edu.au/units/CITS3200/project/offered/index\\_22.html](http://teaching.csse.uwa.edu.au/units/CITS3200/project/offered/index_22.html)

Each team has 5-6 students. Being a second semester unit CITS3200 projects span a 10 week period from August to October and will have available about 100 person-hours from the team as a whole. While it often happens that the students do a very nice job – indeed, some projects have contributed to publishable outcomes – you have to bear in mind that we cannot promise professional quality software; projects generally result in solid prototype applications that require further work. It also happens, though rarely, that a project fails.

### ***What makes for a suitable project?***

It is important that there be enough substance in the project to keep a team of 5-6 busy. So, for example, creating a web site will generally not be suitable, though most projects will involve a web-based front end. On the other hand, the actual build-time is very short, around 8 weeks, so it is important that the team(s) tackling your projects can get up to speed very quickly. In particular, the unit is about system building; projects cannot involve content creation. The ideal project has a core that an average team can be expected to complete, but also has extra functionality that a strong team can get their teeth into.

### ***What the students will expect***

You will need to create a project proposal using the Qualtrics-hosted survey, whose URL is provided below. You will then need to meet a subgroup of the students to discuss requirements. Experience has shown over many years that you will only get a good product if you are prepared to interact with the team as the project evolves. More importantly, the unit forms part of the team's assessment, so you will be required meet the team to evaluate the progress of the project three times and then to complete a short survey; this is how students will be "paid" for their efforts. It is crucially important that you should be available for the duration of the semester. Therefore, if you, or a person with knowledge of the project, will not be available over the course of the semester, then participation in the project is not appropriate.

### ***Intellectual Property***

Students are not employees and therefore own any IP they create. (Of course, others will also have IP in the project.) We therefore prefer the Creative Commons model for handling IP, specifically CC-by-NC; other ways of handling IP are available so long as the students are told at the outset which model you wish to use. In particular, requiring all IP to be assigned to the proposer, while possible, will likely make your project less desirable, and there are typically twice as many projects as teams. Requiring teams to sign Non-Disclosure Agreements can also be problematic.

### ***Project Location***

The project client needs to be in Perth. While people can, and do, successfully work globally, we need to risk manage an inherently risky process, given the course demands (CITS3200 is only one of four units that students do in Second Semester) and the very short time line (~8 weeks build time).

### ***Project Proposal Form***

If you wish to submit a project proposal, please complete the Project Proposal form, which you can find via Qualtrics at:

[https://uwa.qualtrics.com/jfe/form/SV\\_78Lz6oxRvnxortA](https://uwa.qualtrics.com/jfe/form/SV_78Lz6oxRvnxortA)

Michael J. Wise  
10 May 2023

### Project Title

WAMSI Database Refresh from MS Access to a more compatible database with SharePoint

### Short Project Title (2-4 words)

WAMSI Database Refresh

### Project Description

2-3 paragraphs, please. Feel free to add any HTML tags, particularly if you want to link to other resources, such as images). What you enter here will be transformed into HTML for web display to the students.

I have read *Information for Prospective Clients Proposing CITS3200 Projects*

I, or a nominee who is familiar with the project, will be available in person from Week 1 to Week 12 (24 July to 20 October)

I am willing to act as Client for 2 teams undertaking my project (default, 1 team per project). It would be very helpful if you can look after 2 teams, please.

### Intellectual Property

By default, students own any Intellectual property they create, so while project proposers will have IP invested in projects (and there may be third party IP), students' IP interests must also be respected. Please indicate which of the following models you wish to use for your project. This information will be added to the project details displayed on the project's web page. (If you are unsure, the Creative Commons, CC BY-NC is a good way to go. It permits non-commercial use and adaptation, but the source must be acknowledged, and only not-for-profit.)

- Creative commons (open source)
- GNU General Public License
- Right of proposer(s) and students to use and modify project outputs, but not to distribute
- An agreement to joint exploitation of any IP that is created
- IP to be assigned to the project proposers)

Do you require teams to sign a Non-Disclosure Agreement?