



SHIVATMAK SHARMA

AND

**The Crown in right of the State of New South Wales, acting through
Department of Customer Service as represented by the Centre for Work Health
and Safety**

Confidentiality and IP Deed Poll

In relation to the [Centre for WHS - Intelligent business lookup from work
activities or business services and University of Technology Sydney](#)

This Deed Poll is made:

By: SHIVATMAK SHARMA of University of Technology Sydney, 15 Broadway Ultimo, NSW 2007

In favour of the **Crown in right of the State of New South Wales**, acting through the Department of Customer Service as represented by the Centre for Work Health and Safety of 2-24 Rawson Place, Sydney NSW 2000 ("**Centre for WHS**")

DEED DETAILS

Commencement Date

[<insert date>](#)

Project End Date

[<insert date>](#)

Recipient's Details	Address: <insert address> Telephone: <insert telephone number> Email: <insert email address>
Program and/or Project Details	<insert program and/or project details>
Approved Purpose	The Recipient may use and disclose Confidential Information for all purposes relating to study and assessment in the Course , including in oral presentations, slide decks, reports, and interviews for assessment. However, when doing so, the Student will restrict any publication of Confidential Information to that reasonably required for Course requirements and assessment.
Confidential Information (Specific Inclusions)	Centre for WHS and SafeWork Incident Reports and Unpublished datasets.
Permitted Recipients	The Course tutoring team, including: - Chun Xiao (Tutor) - Shibani Antonette (Course Coordinator)
<p style="text-align: center;">NOTES</p> <ul style="list-style-type: none"> The students will only use information obtained as part of the Course for assessment purposes, in accordance with Clause 4 	

OPERATIVE PROVISIONS

1. DEFINITIONS

1.1. In this Deed Poll, unless the context otherwise requires:

Approved Purpose means the purpose specified in the Deed Details.

Business Day means any day that is not a Saturday, Sunday or gazetted public holiday in the State of New South Wales.

Commencement Date means the date of commencement of this Deed Poll as provided in the Deed Details.

Confidential Information means any information disclosed (whether in writing or orally) by or on behalf of the Centre for WHS to the Recipient, or acquired by the Recipient in connection with the <insert project name> or the Approved Purpose that is:

- (a) by its nature confidential;
- (b) designated as confidential; or
- (c) the Recipient knows or ought to know is confidential; and includes without limitation: (d) Personal Information;
- (e) Health Information; and
- (f) any information listed as Confidential Information in the Deed Details, but does not include the Excluded Information.

Conflict of Interest means a situation where the exercise of a person's duty or decision making is influenced, potentially influenced, or may appear to be influenced, by a secondary interest, including (but not limited to) a private or business interest.

Deed Poll means this Deed Poll and includes these Operative Provisions, the Deed Details and any other schedules or annexures to this Deed Poll included by reference.

Excluded Information means any information which:

- (a) is or becomes public knowledge other than by breach of this Deed Poll or by reason of a Permitted Recipient breaching its obligation of confidentiality;
- (b) is in the lawful possession of the Recipient without restriction in relation to disclosure before the date of receipt or acquisition of the information; or
- (c) has been developed or acquired by the Recipient independently of this Deed Poll.

Health Information has the meaning provided in the *Health Records and Information Privacy Act 2002* (NSW).

IP means any and all intellectual and industrial property rights throughout the world including rights in respect of or in connection with any confidential information, copyright (including future copyright and rights in the nature of or analogous to copyright), moral rights, inventions (including patents), trademarks, service marks, designs and circuit layouts whether or not now existing and whether or not registered or registrable including any right to apply for the registration of such rights and all renewals and extensions.

<insert project name> **Project** means the project specified in the Deed Details

NSW Privacy Legislation means the *Privacy and Personal Information Protection Act 1998* (NSW) and the *Health Records and Information Privacy Act 2002* (NSW) and all regulations, directions, guidelines and other statutory instruments made under those Acts.

Party means the Centre for WHS or the Recipient as the context dictates and Parties means both of them.

Permitted Recipient means a person to whom the Recipient is permitted to disclose the Confidential Information, either because:

- (a) the person is identified as a Permitted Recipient in the Deed Details; or
- (b) the Centre for WHS has given its written consent to the Recipient to disclose the Confidential Information to that person (which may be given on conditions at the absolute discretion of the Centre for WHS).

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

Pre-Existing Materials means any materials or IP developed, created or brought into existence by the Centre for WHS.

Student means the Recipient.

2. CONFIDENTIAL INFORMATION

Non-disclosure and use of Confidential Information

- 2.1. The Recipient undertakes to keep the Confidential Information in confidence and not disclose the Confidential Information to any person except in accordance with this Deed Poll.
- 2.2. The Recipient undertakes to:
 - (a) not use, copy or reproduce the Confidential Information except for the Approved Purpose;
 - (b) take all necessary precautions to prevent loss, unauthorised access to, unauthorised copying, misuse or disclosure of the Confidential Information; and
 - (c) comply with any reasonable directions given by the Centre for WHS with respect to the safekeeping, storage and destruction of the Confidential Information.

Authorised disclosure

- 2.3. The Recipient undertakes to only disclose Confidential Information to a Permitted Recipient for the Approved Purpose.

Security of Confidential Information

- 2.4. The Recipient must:
- (a) when disclosing Confidential Information to a Permitted Recipient under clause 2.3, ensure that the Permitted Recipient:
 - (i) is aware of the confidential nature of the Confidential Information; and
 - (ii) complies with the confidentiality requirements under this Deed Poll.
 - (b) if requested by the Centre for WHS, ensure that Permitted Recipients execute a confidentiality and conflict of interest declaration deed relating to the Confidential Information in the form reasonably required by the Centre for WHS;
 - (c) not store, send, or permit access from, outside Australia any Confidential Information without the Centre for WHS's prior written approval;
 - (d) ensure that all Confidential Information is stored securely and remains in the Recipient's possession;
 - (e) complies with the "Centre for Work Health Safety Data Governance Policy" - Appendix 1 as applicable;
 - (f) immediately notify the Centre for WHS of any breach of this clause 2.4 or any unauthorised access to the Confidential Information and provide all assistance requested by the Centre for WHS in connection with such breach or unauthorised access.

Compliance with Privacy Legislation

- 2.5. If Personal Information or Health Information is provided or disclosed to the Recipient in connection with the Project and/or for the Approved Purpose, the Recipient must comply, and ensure that its Permitted Recipients comply, with:
- (a) the *Privacy Act 1988* (Cth) and any directions, regulations, codes of practice and principles made under that Act;
 - (b) any obligations imposed by NSW Privacy Legislation on the Centre for WHS as if those obligations were imposed directly on the Recipient rather than the Centre for WHS; and
 - (c) such reasonable directions as to privacy measures as notified by the Centre for WHS from time to time.

Return or Destruction of Confidential Information

- 2.6. At the conclusion of the <insert project name> Project, the Recipient must, except for the material used for the approved purpose, including Assessment material, return to the Centre for WHS or destroy (at the discretion of the Centre for WHS), all Confidential Information which is in the Recipient's or Permitted Recipient's power, possession or control. The Recipient must provide the Centre for WHS with written confirmation that the provisions of this clause 2.6 have been fully complied with within 10 Business Days of written request from the Centre for WHS.

3. CONFLICT OF INTEREST

- 3.1. The Recipient represents and warrants that no Conflict of Interest exists or, so far as it is aware, is likely to arise, for the Recipient in connection with the <insert project name> Project or the Approved Purpose:
- 3.2. The Recipient undertakes to notify the Centre for WHS in writing, immediately upon becoming aware of the existence of a Conflict of Interest.
- 3.3. The Recipient undertakes to comply with any reasonable direction of the Centre for WHS to appropriately manage the Conflict of Interest.

4. INTELLECTUAL PROPERTY

- 4.1. The Centre for WHS retains ownership of all right, title and interest (including IP) in their Pre-Existing Materials.

- 4.2. All right, title and interest in the IP of the materials developed by the Recipient as part of the <insert project name> Project will be owned by the Recipient, who will at no cost to the Principal grant a perpetual licence to the Centre for WHS to use and adapt for its own purposes.
- 4.3. Where the Recipient is required to prepare a report, document, review, thesis or another deliverable ("Assessment") arising from the <insert project name> Project:
- (a) the Recipient is required to provide the Centre for WHS with a list of material used for the assessment prior to the submission or presentation to the <insert university name>, to determine whether any Confidential Information has been used;
 - (b) the Centre is to provide a response to the Recipient within 3 days of submission of the material used for Assessment purposes: and
 - (c) the Centre for WHS's Confidential Information is not to be used for any purpose other than an approved purpose unless prior consent from the Centre for WHS is obtained which may be withheld at its discretion
- 4.4. Where the Recipient seeks to publish Project materials and/or associated documentation arising from the <insert project name> Project or make them available for public consumption:
- (a) the Recipient is required to provide the Centre for WHS with a copy of the materials for review prior to publication or submission for potential publication to determine whether publication is appropriate; and
 - (b) prior to any publication or request to publish the Recipient shall obtain written consent from the Centre for WHS, which may be withheld at its discretion.

5. NOTIFICATION OF BREACH

- 5.1. The Recipient undertakes to immediately notify the Centre for WHS in writing upon becoming aware of any breach of this Deed Poll.

6. ENFORCEMENT AND REMEDIES

- 6.1. The Recipient acknowledges that:
- (a) this Deed Poll may be relied on and enforced by the Centre for WHS even though the Centre for WHS is not a party to it; and
 - (b) damages may not be a sufficient remedy for any breach of this Deed Poll and that the Centre for WHS is entitled to seek specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach by the Recipient, in addition to any other remedies available at law.

7. MISCELLANEOUS

- 7.1 The Recipient acknowledges that no employment relationship will be created between the Recipient and Centre for WHS and that the Recipient will receive no payment from the Centre for WHS for tasks performed during the <insert project name> Project.

- 7.2. The Recipient acknowledges that:

- (a) the undertakings contained in this Deed Poll begin on the Commencement Date, are irrevocable and survive:
 - (i) expiry of this Deed Poll; and
 - (ii) completion, termination or non-continuance of the <insert project name> Project and/or the Approved Purpose.
- (b) a notice under this Deed Poll must be in writing and forwarded to the address or email address of the recipient specified in the Deed Details or the address last notified by the intended recipient to the sender;

- (c) all variations to this Deed Poll and all consents, approvals and waivers must be in writing and variations must be approved by the Centre for WHS, in which event the Recipient will enter into a further Deed Poll in favour of the Centre for WHS, giving effect to the amendment;
- (d) no waiver by the Centre for WHS of a breach of any provision of this Deed Poll will operate as a waiver of another breach of the same provision or of any other provision of this Deed Poll;
- (e) if any part of this Deed Poll is prohibited, void, illegal or unenforceable, then that part is severed from this Deed Poll but without affecting the continued operation of the remainder of the Deed Poll;
- (f) the rights, powers and remedies of the Centre for WHS pursuant to this Deed Poll are in addition to, and do not detract from or exclude, other rights, powers and remedies given by law; and
- (g) this Deed Poll is governed by, and is to be construed in accordance with, the laws in force in New South Wales.

EXECUTION

Signed, Sealed and Delivered by



Signature

At:

Date:

In the presence of:

Arpit Gupta who is not party to this Deed Poll



Signature

Appendix 1: Centre for Work Health Safety Data Governance Policy



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WHS data govern

