Non-Disclosure Agreement

Date ………………………..

Parties

1. Thales Australia Limited (A.C.N. 008 642 751), of 7 Murray Rose Avenue, Sydney Olympic Park, NSW 2127, (hereinafter referred to as **"Thales"**);

   and

2. **Curtin University of Technology**, a body corporate established under the Curtin University of Technology Act, 1966, of Kent Street, Bentley Western Australia through its Department of Computing (**"the University"**),

   each a **"Party"** and collectively the **"Parties"**.

Whereas

A. The University's students enrolled in the University's Bachelor of Engineering (Software Engineering) and Bachelor of Science (Software Engineering) course programs will undertake the Software Engineering Project 1/2/A/B course requirements for semester 1 and 2, 2015 in consultation with the University and Thales (**"the Purpose"**). The details of the course requirements relevant to the Purpose are provided in Schedule A.

B. During the course of discussions it may become desirable or necessary for the Parties to disclose to each other certain technical or business information of a proprietary or confidential nature.

C. The Parties wish to provide for the conditions of disclosure of such information and the rules governing the use and the protection thereof.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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1. In this Agreement:

   a) The term **"Proprietary Information"** shall mean any information or data in whatever form, nature or media disclosed by either Party to the other pursuant to this Agreement and which is designated by the disclosing Party as proprietary or confidential by an appropriate stamp, legend or any other notice in writing, or when disclosed orally or visually, has been identified as proprietary or confidential at the time of disclosure and has been promptly (within thirty (30) days at the latest) confirmed and designated in writing as Proprietary Information of the disclosing Party, whether or not disclosed to or by the individuals referred to in accordance with Clause 7 hereof; and

   b) the term **"Effective Date"** shall have the meaning given to that term in Clause 14.

   c) the term "**the Student**" refers to the University's enrolled student in the University's Bachelor of Engineering (Software Engineering) or Bachelor of Science Software Engineering units entitled "Software Engineering Project 1/2/A/B" for the Purpose.

2. Nothing in this Agreement may be construed as compelling either Party to disclose any Proprietary Information to the other, or to enter into any further contractual relationships.

3. For a period of three (3) years following the date of receipt of Proprietary Information by a Party from the other Party, the receiving Party undertakes that such information shall:

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a)   be protected and kept in strict confidence by the receiving Party which must use at least the same degree of precaution and safeguards as it uses to protect its own proprietary information of like importance, but in no case less than reasonable care;

b)   be only disclosed to and used by those persons within the receiving Party's organisation who have a need to know and solely for the Purpose;

c)   not be used in whole or in part for any purpose other than the Purpose; neither be disclosed nor caused to be disclosed whether directly or indirectly to any third party or persons other than those mentioned in sub-paragraph (b) above;

d)   neither be copied, nor otherwise reproduced nor duplicated in whole or in part where such copying, reproduction or duplication has not been specifically authorised in writing by the disclosing Party.

4.   Notwithstanding the obligations under Clause 3, Thales acknowledges that a Student is required to produce certain assessment works as described in Schedule A and which are relevant to the Purpose.

Thales further acknowledges and agrees that nothing in Clause 3 shall prevent a Student from providing any assignment or report to examiners for assessment provided that Thales is given the opportunity to review the assignment or report and may require deleting or otherwise modifying of the assignment or report to avoid the disclosure of Thales's Proprietary Information.

If Thales does not elect to review the assignment or reports, the University will take all steps to ensure that the assignment or reports are examined in confidence and withheld from access to the public for a period of three years only with respect to Thales's Proprietary Information except where the University's Department of Computing is required to comply with the accreditation procedures of the accreditation body, known as the Institute of Engineers Australia and the Australian Computer Society ('the accreditation body") for the production of sample student project and assessment works. In order to comply with the accreditation procedures of the accreditation body the University's Department of Computing maintains an archive of past student assessment and reports for the potential inspection of the accreditation body when required.

Thales owns copyright to the Student assessment or report which is generated out of the Student's course requirements where the Student assessment or report relates to the Intellectual Property and/or Confidential Information or proprietary information that is owned by Thales and disclosed by Thales under the terms of this Agreement. Any new Intellectual Property (including but not limited to requirements analysis, software designs, computer programs source code) that is generated out of the Purpose under the terms of this Agreement is owned by Thales. Curtin and the Student agree to assign any new Intellectual Property that is generated out of the Purpose to Thales.

5.   Any Proprietary Information and copies thereof shall remain the property of the disclosing Party and shall be returned by the receiving Party to the disclosing Party immediately upon request.

6.   Notwithstanding any other clause of this Agreement, the receiving Party shall have no obligations or restrictions under this Agreement with respect to any Proprietary Information which the receiving Party can prove:

a)   has come into the public domain prior to, or after the disclosure of the Proprietary Information and in such case through no wrongful act of the receiving Party; or

b)   was already known to the receiving Party, as evidenced by written documentation in the files of the receiving Party; or

c)   has been lawfully received from a third party without restrictions or breach of this Agreement; or

d)   has been or is published without violation of this Agreement; or

e)   has been or is independently developed in good faith by employees of the receiving Party who did not have access to the Proprietary Information; or

Non-Disclosure Agreement

f)   was approved for the release or use in question by written authorisation of the disclosing Party; or

g)   is required to be disclosed by law, provided that the Party required by law to disclose the relevant information gives the Party which owns the information reasonable notice of such intended disclosure.

7.   Without prejudice to Clause 1(a), the below listed employees shall be, on behalf of the respective Parties, authorised to receive and/or transmit Proprietary Information under this Agreement.

FOR THALES

Head of Software or nominee

FOR THE UNIVERSITY

Head of Department of Computing or nominee

8.   Nothing in this Agreement or the disclosure of information or data hereunder is intended to grant or shall be construed as granting to the receiving Party any title, rights or licences in or under any patent, copyright or any other intellectual property right whatsoever of the disclosing Party, other than the right to use such information or data for the Purpose strictly as authorised herein.

9.   The aim of this Agreement being only to set out the rules for protection of Proprietary Information, it is expressly agreed that no warranty or representation is given or to be implied by either Party as to the completeness, accuracy or suitability for any particular purpose (or the Purpose) of any information or data disclosed hereunder. Each Party shall make its own assessment of the completeness, accuracy or suitability of the Proprietary Information so received from the other Party.

10.   This Agreement may be terminated by either Party at any time upon thirty (30) days prior written notice to the other, and unless so terminated shall expire THREE (3) year(s) after its Effective Date.

11.   The termination or expiry of this Agreement shall not relieve the receiving Party of the obligations imposed herein in respect of Proprietary Information received prior to the date of the termination or expiry. Such obligations shall continue for the period applicable as set forth in this Agreement.

12.   This Agreement shall be governed by and shall be interpreted in accordance with the laws of Western Australia.

13.   This Agreement constitutes the entire agreement between the Parties and supersedes and cancels any prior representations, negotiations, commitment, undertakings, communications, understandings and agreements between the Parties with respect to the subject matter hereof.

14.   The effective date of this Agreement shall be the date on which it is executed by both Parties hereto (the **"Effective Date"**).

15.   This Agreement shall not be assignable by either Party without the prior written consent of the other Party.

16.   Failure to enforce any provision of this Agreement shall not constitute a waiver thereof.

Non-Disclosure Agreement

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorised officer or representative.

By Thales by its duly authorised representative)
)
)

_____
Name

_____
Signature

_____/_____/_____
Date

In the presence of

_____
Witness Name

_____
Witness Signature

_____/_____/_____
Date

By **CURTIN UNIVERSITY OF TECHNOLOGY** by its duly authorised representative)
)
)

_____
Name

_____
Signature

_____/_____/_____
Date

In the presence of

_____
Witness Name

_____
Witness Signature

_____/_____/_____
Date

The terms and conditions of this Agreement are acknowledged, agreed and accepted by:

……………………………………… of

…………………………………

_____
Signature of Student

Date: _____/_____/_____

The terms and conditions of this Agreement are accepted by the Supervisor:

David Cooper_____
Name of Supervisor

_____
Signature of Supervisor

Date: _____/_____/_____

SCHEDULE A

CURTIN UNIVERSITY OF TECHNOLOGY
DEPARTMENT OF COMPUTING

SOFTWARE ENGINEERING PROJECT 1/2/A/B
SEMESTER 1 & 2, 2015