

Confidentiality Agreement and Deed of Assignment

Date	[insert]
Parties	Greater Geelong City Council (ABN 18 374 210 672) of 30 Gheringhap Street, Geelong VIC 3220, ('We', 'Us', 'Our') [insert name] of [insert address] ('You', 'Your')
Background	1. You will shortly undertake a placement within Our organisation. 2. During your placement, You may: (a) have access to certain commercially sensitive information relating to Our organisation or individuals who access Our services; and/or (b) contribute to the development of material (in any format), which We may wish to use in the future. 3. We ask that You sign this Confidentiality Agreement and Deed of Assignment before you commence your placement with Us to confirm your understanding and agreement that you will keep all Confidential Information obtained confidential and that all rights in Intellectual Property developed shall belong to Us. 4. In consideration of Our disclosure of the Confidential Information and offering of a placement within Our organisation, You have agreed to the terms and conditions of this agreement.

Confidentiality

1. **Confidential Information** has the meaning set out in the **Annexure**.
2. You must keep confidential all Confidential Information other than Confidential Information that:
 - (a) You are required to disclose in the course of Your duties in connection with Your placement with Us;
 - (b) You are required by law to disclose.
3. You acknowledge that the Confidential Information is valuable to Us and that any breach or threatened breach of this agreement may cause the Us irreparable harm for which damages alone may not be an adequate remedy.
4. Your obligations with respect to confidentiality under this agreement will survive the date of completion of Your placement.

Assignment

1. **Intellectual Property** means any patent, copyright, trade mark, trade name, service mark, service name, brand mark, brand name, logo, corporate name, internet domain name or industrial design, any registrations and pending applications (to the extent applicable), any other intellectual property right (including, without limitation, any know-how, trade secret, trade right, formula, conditional or proprietary report or information, customer or membership list, any marketing data, and any computer program, software, database or data right), and license

or other contract relating to any Intellectual Property, and any goodwill associated with any business owning, holding or using any of the Intellectual Property.

2. **Moral Rights** means any right to claim authorship of the Intellectual Property.
3. **Works** means any material (in any format) that You develop in connection with Your placement with Us.
4. You assign, transfer and set over absolutely to Us:
 - (a) all of the Your right, title to and interest in the Intellectual Property in the Works on a worldwide basis, arising now or in the future;
 - (b) the right to apply for, and obtain any registration or other protection in respect of any Intellectual Property in the Works;
 - (c) all rights and immunities relating to, or arising from any of the Works, including all present and past rights to sue for infringement of the Intellectual Property in the Works; and
 - (d) any remedies, whether arising under statute, at common law or in equity, in relation to the Works that are available to You in respect of the Works, whether such remedies are known or not at the date of this agreement.
5. You agree to do all things and execute all documents necessary to give effect to this agreement and render all assistance reasonably required by Us for the purpose of confirming or recording the assignment of Your right, title and interest in the Works to Us.
6. To the extent permitted by law, You waive your Moral Rights existing within the Works.

EXECUTED as a DEED POLL

SIGNED, SEALED AND DELIVERED by
[INSERT STUDENT/TRAINEE NAME] in the
presence of:

.....
Signature of witness

.....
Signature

.....
Name of witness (print)

Annexure

What is confidential information?

Confidential Information means information belonging to Us that is not available in the public domain and:

1. which has been specifically designated by Us as confidential; and/or
2. which by its very nature might reasonably be understood to have been disclosed in confidence; and/or
3. any information which ought to be reasonably considered confidential, given the nature of the information; and/or
4. information which otherwise relates to Us and which falls within any of the following categories:
 - (a) Intellectual Property; or
 - (b) software owned or created by or for Us; or
 - (c) information in data-bases or otherwise collected, created, recorded or stored by Us whether on computers or otherwise; or
 - (d) Our clients and supplier/distributor lists and information, including details of any contracts; or
 - (e) any plans or proposals relating to Us, including business, marketing and operating plans and information relating to existing and future services; or
 - (f) information relating to Our budgets, profit and loss, cash flow, profit, borrowings, expenses, employee remuneration, or taxation; or
 - (g) information relating to the terms and conditions of employment of any employee; or
 - (h) information relating to any tender prepared or submitted by Us; or
 - (i) information about any contractual relationship between the Us and a third party; or
 - (j) details of any research conducted by, or obtained for the benefit of Us; or
 - (k) legal advice received by Us in respect of any matter; or
 - (l) information relating to any employees or other individuals engaged to provide services to the Us; or
 - (m) information received from Our clients for the purpose of receiving or delivering a product or service.