



NSW Police Force

Confidentiality Deed Poll Agreement

STRATEGIC PROCUREMENT



Confidentiality Deed Poll

Recipient of confidential information

Recipient:

ABN / ACN:

Address:

Attention:

Email:

Approved Purpose (see clause 2.1)

The New South Wales Police Force (NSWPF) has agreed to disclose information to the Recipient on the terms of this deed poll.

The Commencement Date of this deed is the date NSWPF provided to the Recipient the documents in respect of the Project, including any discussions about the upcoming Expression of Interest ("EOI") for the provision of Electronic Fingerprint Captures Devices & Systems (EFCS).

The Recipient may use all other documents provided in preparation of response to clarifications and requests for additional information that the NSWPF may seek in relation to the Recipient's NSWPF response.

Signing

Date of Deed

/ /

Executed as a Deed

SIGNED, SEALED and DELIVERED for and on behalf of the Recipient

in accordance with section 127(1) of the Corporations Act 2001 (Cth) by authority of its directors:

Director/Company Secretary

Director

Print Name of Director/Company Secretary

Print Name of Director

NSWPF Confidentiality Deed Poll

You enter into this Deed on behalf of yourself, your Representatives and your Related Bodies Corporate for the benefit of us and in consideration for our agreement to disclose information relating to the Approved Purpose.

1 What is the Confidential Information?

- 1.1 The Confidential Information governed by this Deed is the Information disclosed or made available by or on behalf of the NSWPF in connection with the Approved Purpose including the Tender Documentation together with any information (whether or not recorded in any form) directly or indirectly derived from that information. .
- 1.2 It does not include information which:
 - (a) is or becomes part of the public domain, unless information is in or becomes part of the public domain because it has been disclosed without our consent;
 - (b) is lawfully known to you on a non-confidential basis before being disclosed by us;
 - (c) is provided to you by another person who is in possession of it lawfully and can disclose it to you on a non-confidential basis; or
 - (d) independently developed by you without access to the Confidential Information.
- 1.3 The Confidential Information always remains NSWPF's property. This Deed does not give you any right, title or interest in it.

2 Your use of Confidential Information

- 2.1 You must use the Confidential Information solely for the Approved Purpose. You must not use it for any other purpose, or allow any other person to do so without our written consent.
- 2.2 You must not disclose the Confidential Information, and must ensure that your Representatives do not disclose it, to any other person except as required for the Approved Purpose and on a confidential basis on the same terms as this Deed. You will remain responsible to us for any person to whom you disclose the Confidential Information.
- 2.3 You may disclose the Confidential Information as strictly required by law but you must inform us first and seek to limit the terms of that disclosure in any manner we reasonably request.
- 2.4 You must take reasonable steps to protect the Confidential Information and keep it secure from unauthorised access.
- 2.5 You must inform us as soon as possible if:
 - (a) you become aware or suspect that there has been any unauthorised disclosure; or
 - (b) you are required to disclose the information by law.
- 2.6 You must return or destroy (at our option) the Confidential Information, and all copies of it when you no longer require it for the Approved Purpose or on our earlier request.

3 General

- 3.1 This Deed contains the entire agreement between both of us in relation to the Confidential Information and supersedes all other discussions, representations and statements about the Confidential Information.
- 3.2 This Deed may be varied or waived only if we both agree in writing.
- 3.3 You must not assign your rights or obligations under this Deed without our prior written consent.
- 3.4 If we do not exercise a right at any time in connection with a default under this Deed, this does not mean that we have waived the right or cannot exercise it later.

4 Privacy

If any personal information is disclosed to you by us or on our behalf, you must comply with our privacy policy (as we make available to you) and the Privacy and Personal Information Protection Act 1998 (NSW) as though you are a public sector agency.

5 Governing law

The laws of New South Wales, Australia, govern this Deed and we both submit to the non-exclusive jurisdiction of the courts of that place.

6 Indemnity

You undertake to indemnify us and our Representatives against all liability or loss arising directly or indirectly from, and any costs, charges and expenses incurred in connection with:

- (a) any breach by you of this Deed; or
- (b) any act or omission by any of your Representatives which, if done or omitted to be done by you, would be a breach of your obligations under this Deed.

7 Publicity

The Recipient may not refer to us directly or indirectly in any media release, public announcement or public disclosure relating to the Project or its subject matter, including in any promotional or marketing materials, customer lists or business presentations, without obtaining prior written consent from us.

8 End of this Deed

This Deed ends when:

- (a) we notify you in writing it ends; or
- (b) it is replaced by a later Deed which protects the Confidential Information to the same or similar degree; or
- (c) the Confidential Information is no longer confidential (but not through your breach).

9 Definitions

In this Deed, unless the contrary intention appears:

Approved Purpose means the purpose described on the front page of this Deed.

Confidential Information has the meaning as described in clause 1.1 of this Deed.

Information means all information, relating to or developed in connection with:

- the Project;
- any results from field trials relating to the Project;
- the business, technology or other affairs of us or any other government agency;
- the Approved Purpose;
- business policies, information plans, strategies, financial details, proposals; or
- any systems, technology, ideas, concepts, methods know-how, techniques, designs, specifications, blueprints, tracings, diagrams, models, functions, capabilities and designs, (including computer software, manufacturing processes or other information embodied in drawings or specifications), intellectual property or any other information, owned or used by, or licensed to us or any other government agency.

Project means the EOI for the provision of EFCS devices and Software.

Related Bodies Corporate has the meaning it has in the Corporations Act 2001(Cwlth).

Representative of a person includes an employee, agent, officer, director, auditor, adviser, partner, consultant, joint venturer, contractor or sub-contractor of that person or of a Related Body Corporate of that person.

Tender Documentation includes the EOI, RFP and any other tender documents which relate to the Project.

we and **us** means the Crown in right of the State of New South Wales (through the New South Wales Police Force) of 1 Charles Street, Parramatta, NSW, 2150 (ABN: 43 408 613 180)

you means the person named on page 1 as the recipient of Confidential Information.