

TfNSW (Owner of confidential information)	Transport for NSW (ABN 18 804 239 602) a NSW Government agency constituted under the <i>Transport Administration Act 1988</i> (NSW) (TfNSW) of 231 Elizabeth Street Sydney NSW 2001. Attention: Vladimir Khlopovskikh, Senior Procurement Officer
Recipient of confidential information	Recipient Name: [insert full legal name] Trading Name: [insert if relevant] ACN & ABN: Address: Attention: [insert name and contact details]
Approved Purpose (see clause 2.1)	Under clause 11 of the C41 Contract, you must: <ul style="list-style-type: none"> • Keep the information confidential. • Not disclose or allow the information to be disclosed to an unauthorised person. • Take all steps and do all things necessary, prudent or desirable to safeguard the confidentiality of the information including things specifically required by TfNSW • Not remove or copy the information and only make use of it if expressly authorised to do so, and then only for the purposes expressly authorised by the Contract. • Ensure that your employees, subcontractors and agents are aware of this clause and do not do anything which would cause the information to become public without the express written consent of TfNSW or the owner of the information.
Date	Signed and Delivered as a Deed on the ____ day of _____ 20__

Signed in accordance with section 127 of the Corporations Act Signature of Director: _____ Name: _____ [Use if Recipient is a Company]	Signature of 2 nd Director or The Company Secretary: _____ Name: _____
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Signed as a Deed by the Recipient in the presence of Signature of Witness: _____ Name: _____ [Use if Recipient is an individual]	Signature of Recipient: _____ Name: _____
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Signed As A Deed for and on behalf of the Recipient Signature of	Signature of Delegate Or Authorised Person: _____
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Witness: _____

Name: _____

[Use if Recipient is a (non-NSW) Govt agency]

Name: _____

Position /Title: _____

The signatory warrants (s)he is duly authorised to sign

TfNSW Confidentiality Deed Poll

You covenant as follows:

1 What is the Confidential Information?

- 1.1 The Confidential Information governed by this deed poll is information which you obtain from us in connection with the Approved Purpose (whether or not recorded in any form). It also includes all information relating to our business policies, plans, strategies, financial details, proposals, systems, ideas, methods, know-how and intellectual property. It also includes information 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) was already lawfully known to you on a non-confidential basis;
 - (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) is independently developed by you without access to the Confidential Information.
- 1.3 The Confidential Information always remains TfNSW's property. This deed poll 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 to any other person without our prior written consent. If we consent then you must ensure that other person signs a confidentiality deed poll on the same terms as this deed poll and you remain responsible for their actions.
- 2.3 You may disclose the Confidential Information to your employees and contractors on a strict need-to-know basis for the Approved Purpose provided you expressly inform them that it is TfNSW Confidential Information and you ensure that they owe you legally enforceable

confidentiality obligations in respect of it. At any time we may require that you obtain a confidentiality undertaking from those persons in our favour.

- 2.4 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.
- 2.5 You must take reasonable steps to protect the Confidential Information and keep it secure from unauthorised access.
- 2.6 You must inform us as soon as possible if:
 - (a) you become aware or suspect that there has been any unauthorised disclosure or use; or
 - (b) you are required to disclose the information by law.
- 2.7 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 poll 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 poll 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 poll 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 poll, this does not mean that we have waived the right or cannot exercise it later.

4 Privacy

If you obtain any Personal Information from us or collect it on our behalf then you must:

- a) only use it for the Approved Purpose;
- b) manage it in accordance with the *Privacy Act 1988* whether or not that Act otherwise applies to you;
- c) comply with any reasonable directions we give you in connection with the management of that Personal Information; and

- d) if an eligible data breach occurs, notify us in the same way as the *Privacy Act 1988* requires an APP entity to notify the Australian Information Commissioner.

5 Governing law

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

6 Indemnity

You undertake to indemnify us 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 Injunction

You agree that damages are not a sufficient remedy for TfNSW for any breach of this deed poll and TfNSW is entitled to specific performance or injunctive relief.

8 End of this deed poll

This deed poll ends when:

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

9 Definitions

In this deed poll, unless the contrary intention appears:

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

Confidential Information has the meaning as described in clause 1 of this deed poll.

Personal Information has the same meaning it has in the *Privacy Act (1988)*.

we and **us** and **our** means Transport for NSW.

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