



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) 20-44 Ennis Road, Milsons Point 2061 Attention: RMS Contact Person for the Request for Proposal RMS-10026501 – Commercial and Financial Advisory Services for the Commercialisation of the Sydney Coordinated Adaptive Traffic System
Recipient of confidential information	Recipient Name: ACN & ABN: Address: Attention:
Approved Purpose (see clause 2.1)	To prepare a Proposal in response to Request for Proposal RMS-10026501 – Commercial and Financial Advisory Services for the Commercialisation of the Sydney Coordinated Adaptive Traffic System including: <ul style="list-style-type: none"> participating in any meetings or briefings arranged by TfNSW receiving and reviewing any information and documents provided by TfNSW as part of the Request for Proposal
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: _____ Signature of 2nd Director or Company Secretary: _____
Name: _____ Name: _____

[Use if Recipient is a Company]

Signed as a Deed by the Recipient in the presence of

Signature of Witness: _____ Signature of Recipient: _____
Name: _____ Name: _____

[Use if Recipient is an individual]

Signed as a Deed for and on behalf of the Recipient

Signature of Witness: _____ Signature of Delegate or Authorised Person: _____
Name: _____ Name: _____
Position/Title: _____

The signatory warrants they are duly authorised to sign

You covenant as follows:

1 What is the Confidential Information?

1.1 The Confidential Information governed by this agreement 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 agreement 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 agreement on the same terms as this agreement 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 agreement 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 agreement may be varied or waived only if we both agree in writing.

3.3 You must not assign your rights or obligations under this agreement without our prior written consent.

3.4 If we do not exercise a right at any time in connection with a default under this agreement, 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 comply with any reasonable directions which we give you in connection with our privacy

obligations and you agree to comply with the Australian Privacy Principles under the *Privacy Act (1988)* irrespective of whether or not you are subject to that Act.

5 Governing law

The laws of New South Wales, Australia, govern this agreement 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 agreement and TfNSW is entitled to specific performance or injunctive relief.

8 End of this agreement

This agreement ends when:

- (a) we notify you in writing it ends; or
- (b) it is replaced by a later agreement 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 agreement, unless the contrary intention appears:

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

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

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.