



STAFF CONFIDENTIALITY & COMPLIANCE AGREEMENT

1. CONFIDENTIALITY

- 1.1. In the course of your employment with Curtin University of Technology (Curtin), you will receive and acquire confidential information that is the property of Curtin.
- 1.2. You must during and after your employment with Curtin take all reasonable steps to keep confidential all information that is disclosed to or obtained by you as a result of or during the course of your employment with Curtin.
- 1.3. You must not either during or after your employment with Curtin:
 - 1.3.1. Disclose to any person confidential information relating to the business or affairs of Curtin, its customers or associated entities unless specifically authorised to do so by Curtin in writing.
 - 1.3.2. Other than to the extent that is necessary to enable you to perform your duties:
 - 1.3.2.1. make extracts from, copy or duplicate confidential information;
 - 1.3.2.2. make adaptations of confidential information;
 - 1.3.2.3. make use of confidential information for private purposes, or in any manner which may, or is calculated to cause injury or loss to Curtin, its customers or associated entities; and
 - 1.3.2.4. other than for the benefit of Curtin make notes, documents, working papers or memorandum relating to any matter within scope of the business of Curtin or concerning any of its dealings or affairs.
- 1.4. Clauses 1.2 and 1.3 shall continue to apply despite the termination or cessation of your employment by either Curtin or you.
- 1.5. Without limiting the generality of the above, for the purpose of this clause, “confidential information” means and includes any information relating to Curtin, its business and activity including but not limited to intellectual property, financial information and other commercially valuable information in whatever form but excluding any matter that has become public knowledge or part of the public domain and all other information provided to you which is either labelled or expressed to be confidential, or given to you in circumstances where one would expect the information to be confidential to Curtin.

2. COMPLIANCE

- 2.1. During your employment with the University it is a requirement that you comply with all relevant legislation, the Statutes, By-Laws, Policies and Direction made under the Curtin University of Technology Act 1966 (“the Act”). These shall include, but not be limited to:
 - Equal Employment Opportunity Legislation, Policies and Procedures.
 - Occupational Safety and Health Legislation, Policies and Procedures.
 - Information Security/Systems Policies and Procedures.
 - Records Management Legislation, Policies and Procedures.
 - Public Interest Disclosure Legislation.
 - Copyright Policies and Procedures.

2.2. These are available for your access on the World Wide Web at <http://policies.curtin.edu.au>.

- 2.3. If you are unable to access this site it is your responsibility to contact your Manager/Supervisor in order to make alternative arrangements, as failure to comply with all relevant employment legislation and University Policies and Procedures may result in disciplinary action.
- 2.4. Return of Property on Cessation Upon cessation of your employment, you are required to deliver to Curtin all property including uniforms, keys, equipment, mobile telephones, books, documents, papers, materials and copies thereof which belong to Curtin which may then be in your possession or under your control.
- 2.5. Destruction of Curtin-Licensed "Home Use" Software It is a condition of the "Home Use" software privileges agreement that such benefits are only available to you whilst you are employed by Curtin. Therefore if you have installed any software under the "Home Use" privileges you must delete the software and destroy any associated disks or CDs in your possession.

I undertake to comply with the above obligations and conditions as required by Curtin University of Technology and as stated above to protect the University's confidential information and all relevant compliance requirements.

Name: (Please Print) _____

Signature: _____ Date: _____

Witness: _____