# ANU <<School>> review

# Panel confidentiality agreement

**Parties and proposed project details**

**ANU** **The Australian National University ABN 52 234 063 906** an educational and research institute and body corporate pursuant to the *Australian National University Act 1991 (Cth)* of Acton in the Australian Capital Territory 2601

**Panelist** <<panel title and full name>>

**Project** School Review of the ANU <School>

**Background**

A The parties wish to have discussions in relation to the Project.

B In the course of those discussions there may be disclosure of Confidential Information and Personal Information.

C ANU may be prejudiced by any unauthorised use or disclosure of the Confidential or Personal Information and may suffer loss or damage as a result of unauthorised disclosure or unauthorised use of the Personal or Confidential Information.

**Operative terms**

1. **Definitions and interpretation**
   1. **Definitions**

In this agreement:

**Approved Purpose** means the Panelist evaluating the Confidential or Personal Information made available in the Self Evaluation Documents, other provided documents, submissions, and meetings during the review process.

**Confidential Information** means the terms of this agreement and any information:

* 1. relating to the dealings of ANU;
  2. relating to employees, contractors, students or other persons doing business with ANU;
  3. which is by its nature confidential;
  4. which is designated as confidential by ANU; or
  5. which the Panelist knows or ought to know is confidential,

irrespective of whether that information was disclosed before, on, or after the date of this agreement, and includes all information relating to the Project.

**Personal Information** means information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not, and whether the information or opinion is recorded in a material form or not.

* 1. **Interpretation**

In this agreement:

1. no rule of construction applies to the disadvantage of the party that drafts this agreement on the basis that the party suggested the relevant drafting;
2. references to a party mean ANU or the Panelist and references to the parties mean both ANU and the Panelist; and
3. words such as “includes” and “including” do not impose any limitation on the construction of general language that is followed by specific examples.
4. **Confidentiality** 
   1. The Panelist must:
5. keep the Personal and Confidential Information confidential;
6. keep the Personal and Confidential Information secure;
7. not use or copy the Personal and Confidential Information for any purpose other than the Approved Purpose;
8. not apply for registration of any patent or any other form of statutory protection with respect to the Confidential Information;
9. only allow access to the Confidential Information to the employees and directors of the Panelist who have a need to know the Confidential Information for the Approved Purpose and who are bound by obligations of confidence to the Panelist to at least the standard contemplated by this agreement;
10. not disclose the Confidential Information to any third party; and
11. not use the Confidential Information to the disadvantage of ANU.
    1. The Panelist may disclose the Personal or Confidential Information to third parties only with the prior written consent of ANU.
    2. If the Panelist discloses Personal or Confidential Information in accordance with clause [2(b)](#_bookmark2) then the Panelist must ensure that the relevant third party complies with the requirements of clause [2(a).](#_bookmark1)
    3. The Panelist acknowledges the ANU has obligations with respect to the *Privacy Act 1988 (Cth)* and the Panelist agrees to also adhere to those obligations where the ANU discloses Personal Information to them.
12. **Exceptions**

The obligations of confidence contemplated by clause [2](#_bookmark0) do not apply to Confidential Information:

* 1. that the Panelist can show was already known to, in the rightful possession of, or independently developed by the Panelist in good faith and free of any obligation of confidence;
  2. the Panelist can show is in the public domain otherwise than by a breach of this agreement or other obligation of confidence; or
  3. that is required to be disclosed under applicable law, but only if the Panelist has given ANU all available notice to enable ANU to attempt to remove that requirement and only discloses the minimum information required.

1. **Obligation to disclose breaches of confidence**

If the Panelist suspects or becomes aware that:

* 1. the Panelist has breached this agreement or any other obligation of confidence owed by the Panelist to ANU; or
  2. any third party has breached any obligation of confidence owed by that third party to ANU,

with respect to the Personal or Confidential Information, then the Panelist must immediately notify ANU and take all steps required by ANU in connection with that breach of confidence.

1. **Term**
   1. This agreement commences on the date of entry into this agreement and continues until terminated by ANU.
   2. If the Panelist breaches this agreement ANU may terminate this agreement by notice in writing to the Panelist.
   3. This Agreement may be terminated by either party at any time upon giving the other party fourteen (14) days written notice.
   4. On termination of this agreement:
2. accrued rights or remedies of a party are not affected; and
3. the Panelist must destroy or deliver to ANU any Personal or Confidential Information that was made available to the Panelist and copies of that Personal or Confidential Information, at the discretion of ANU.
   1. Termination of this agreement will not affect any provisions of this agreement that is intended to come into force or continue after the termination including clauses [2](#_bookmark0) and [4.](#_bookmark3)
4. **Earlier return**

ANU may at any time by notice in writing to the Panelist require the return of the Personal or Confidential Information and any copies of that Personal or Confidential Information to ANU and the Panelist must comply with such a notice within 14 days.

1. **Injunctive relief**

The Panelist acknowledges and agrees that:

* 1. if the Panelist breaches this agreement then ANU may suffer loss or damage as a result of that breach for which monetary remedies would not be adequate; and
  2. if the Panelist attempts to breach or threatens to breach this agreement, ANU may seek injunctive relief including an injunction restraining the Panelist from committing any breach of this agreement without the necessity of proving that any actual loss or damage has been sustained or is likely to be sustained by ANU.

1. **General** 
   1. **Relationship**

This agreement does not create a relationship between the parties of trust, agency, partnership or employment.

* 1. **Entire agreement**

This agreement:

* 1. contains the entire agreement of the parties; and
  2. supersedes all prior representations, conduct and agreements,
  3. **Discretion**

Unless otherwise expressly contemplated, where a provision of this agreement contemplates that ANU may exercise its discretion then ANU is entitled to exercise that discretion absolutely, with or without conditions and without being required to act reasonably or give reasons.

* 1. **Waiver**

A right under this agreement may only be waived by a party in writing to the extent expressly set out in that waiver.

* 1. **Severability**

To the extent that any portion of this agreement is void or otherwise unenforceable then that portion will be severed and this agreement will be construed as if the severable portion had never existed.

**Execution**

Signed as an agreement.

**SIGNED** for and on behalf of:

The Australian National University

by its duly authorised officer: :

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Richelle Hilton

Director Planning and Performance Measurement

Date:

**SIGNED** for and on behalf of:

The Panelist:

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Panelist

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Print name

Date: