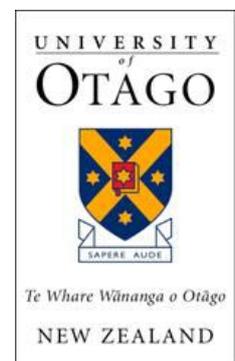


CONFIDENTIALITY AGREEMENT

between

UNIVERSITY OF OTAGO

and



Confidentiality Agreement

Between

1. The University of Otago ("us" or "the University")

2. _____

1. Agreement

- a. We both agree that when you commenced employment with the University you understood the obligations of an employee relating to confidential information and ownership of intellectual property, and that in consideration of our employing you, you agreed to the following terms which this Agreement now records.

2. Confidentiality

- a. For the purposes of this Agreement, "Confidential Information" includes information about other University employees, technical information, documents, computer programmes, files, products, equipment, price lists, records, manuals, kits, organisational methods, individual employee or Departmental requirements, internal systems, or other information acquired or compiled by you either alone or in conjunction with others in the course of carrying out your duties as an employee which relates to the University or to its employees,.
- b. All Confidential Information is our sole and exclusive property.
- c. You must not disclose any Confidential Information directly or indirectly to any third party or use it in any way either during the term of your employment or at any time thereafter except as required for the proper discharge of your duties as an employee.
- d. Without our prior written consent, Confidential Information whether prepared by you or otherwise, must not be removed from our premises except as required for the proper discharge of your duties as an employee.
- e. Upon leaving our employment, all Confidential Information, and any other property relating to our business in your possession or control, must be immediately returned to us.
- f. You must promptly report to us any instance of which you become aware or have reason to believe that Confidential Information may have been accidentally or deliberately passed to a third party by you or by any other person.

Date:

Signed for and on behalf of **University of Otago**

by _____ its duly authorised officer _____

In signing this Agreement you acknowledge that you have read and understood this Agreement, been advised of your right to seek independent advice, and given the opportunity to do so.

Signed by _____