



Non-Disclosure Agreement

This Non-Disclosure Agreement is made the ____ day of _____ 20____

between

Reinnovate Pty Ltd ATF Reinnovate Unit Trust (ABN 56 656 009 001) of 1421, 401 Docklands Drive, Docklands, Victoria, 3008 ("Reinnovate Pty Ltd")

and

XYZ Company, (ABN xx xxx xxx xxx) of Street, Suburb, State, Postcode ("the Provider").

1. RECITALS

(re)innovate challenge is an Australia-wide business planning competition being conducted by Reinnovate Pty Ltd. (re)innovate challenge will provide Participants with innovation education and training for the purpose of developing an idea into an executable business plan.

Business plans developed by Participants will be submitted to (re)innovate challenge for judging in May 2009. Based on this judging, Participants will be eligible for awards and prizes.

To assist with training and judging, Reinnovate Pty Ltd will engage the services of external providers. Through the provision of training and judging services, those external providers will have access to Confidential Information. The purpose of this agreement is to ensure non-disclosure of such Confidential Information.

2. DEFINITIONS

2.1 Confidential Information

Confidential Information means Intellectual Property Rights, technical, commercial and other information, know-how and trade secrets relating to the Represented Businesses participating in (re)innovate challenge, whether such information is in writing or otherwise and irrespective of the manner in which such information is communicated and recorded, and shall include any compilation of otherwise public information in a form not publicly known, and includes, without limitation:

- (a) All data, standards, instructions, protocols, applications, techniques, flowcharts, reports, manuals, procedures, statements, diagrams, charts, flowcharts, proprietary know-how, opinions whether received:
 - i. orally;
 - ii. by observation;
 - iii. in writing; or
 - iv. in the form of computer or electronic information;

Confidential Information does not include:

- (a) information which is publicly known at the time of disclosure;
- (b) information which, after disclosure, becomes publicly known, other than as a result of any breach of this Agreement;
- (c) information which you can show was known to you prior to its disclosure by Participants;
- (d) information which you can show was made available to you by a third party who had a right to do so and who has not imposed on you any obligation of confidentiality or restricted use in respect thereof;
- (e) information which you can show was developed independently by members of your staff who were not aware of the content of the information disclosed by Participants;

2.2 Intellectual Property Rights

Intellectual Property Rights means statutory and other proprietary rights in respect of trademarks, patents, circuit layouts, copyrights, confidential information, and all other Intellectual Property rights as defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation of July 1967.

2.3 Participants

Participants means a member in both plural and singular form of a team that has entered and been accepted into (re)innovate challenge.

2.4 Represented Businesses

Represented Businesses means in both plural and singular form organisations, companies, businesses or bodies which have entered a team into (re)innovate challenge.

3. NON DISCLOSURE OF CONFIDENTIAL INFORMATION

3.1 The Provider agrees that:

- (a) it will treat the Confidential Information confidentially and will not directly or indirectly disclose, divulge, publish or otherwise communicate the Confidential Information to any other party;
- (b) it will not use the Confidential Information, nor permit it to be used, in any manner or for any purpose other than for the purposes of (re)innovate challenge;
- (c) no copies will be made of the Confidential Information;
- (d) all copies of the Confidential Information provided or made pursuant to this Agreement will be returned within seven days of completion of the services;

3.2 The Confidential Information may only be communicated to:

- (a) other Providers to (re)innovate challenge who have a strict need to know such information and are bound by this same non-disclosure agreement;

4. ACKNOWLEDGEMENTS

- 4.1** The Provider acknowledges that Participants and Represented Businesses have a proprietary interest in maintaining the confidentiality of the Confidential Information.
- 4.2** The Provider acknowledges that the Confidential Information is confidential to the Participants and Represented Businesses and may contain trade secrets and that disclosure may cause the Represented Businesses to suffer financial loss.

5. LEGAL JURISDICTION

This Agreement shall be subject to the laws of the State of Victoria, Australia and all disputes arising in connection with this Agreement shall be submitted to the non-exclusive jurisdiction of the courts of Victoria and the Federal Court of Australia.

6. TERM

Each party's obligations under this Agreement continue until the Confidential Information disclosed to the other party lawfully becomes part of the public domain or until the expiration date of 30 October 2013, whichever occurs first.

Executed as an agreement

Executed by an)
authorised representative of)
Reinnovate Pty Ltd)
in the presence of:)

.....
(Signature of Representative)

.....
(Name – please print)

.....
(Position)

.....
(Signature of Witness)

.....
(Name – please print)

Executed by an)
authorised representative of)
XYZ Company)
in the presence of:)

.....
(Signature of Representative)

.....
(Name – please print)

.....
(Position)

.....
(Signature of Witness)

.....
(Name – please print)