



mater
UNDERTAKING

TO: MATER MISERICORDIAE LIMITED
ACN 096 708 922 (the Mater)

RE: Student Placement

I, [print name] (Recipient)
of..... [insert address]

acknowledge, agree and undertake:

1. To use the Confidential Information only for the purpose of the demonstration and not for any other purpose.
2. To keep the Confidential Information secret and confidential and not disclose to any person or make known in any manner any part of the Confidential Information.

“Confidential Information” includes all information covered by or provided during the Study including any inventions, discoveries, facts, data, ideas, manner, method or process of manufacture, techniques, products, processes, names, know how, specifications, trade secrets, computer programs, works in respect to which copyright subsists and other knowledge as well as all information which the Recipient becomes aware of by observation, deduction, reasoning, inspection or overhearing.

3. To:
 - (a) use Personal Information only for the purposes of the participating in the Placement;
 - (b) take all reasonable measures to ensure that Personal Information is protected against loss and unauthorised access, use, modification or disclosure;
 - (c) not publish any identifiable information unless expressly authorised in writing by the Mater Privacy Office.
 - (d) comply with the Australian Privacy Principles which affect the security, use and disclosure of Personal Information as defined in the *Privacy Act 1988*; and
 - (e) comply, as far as practicable, with any policy guidelines laid down by the Mater relating to the handling of Personal Information;

“**Personal Information**” means information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- (a) whether the information or opinion is true or not; and
- (b) whether the information or opinion is recorded in a material form or not

“Privacy Principles” means the Australian Privacy Principles in the Privacy Act 1988 (Cth).

- 4. That damages may be an inadequate remedy to the Mater in the event of any breach of this Undertaking and that only an injunction might be adequate to properly protect the interests of the Mater.
- 5. That If the Recipient is required by law to make a disclosure of any part of the Confidential Information or Personal Information the Recipient must immediately notify the Mater of that requirement and provide full particulars relating to the requirement to disclose and its extent.
- 6. That all Confidential Information and Personal Information, including any copyright that subsists, shall at all times remain the absolute property of the Mater.
- 7. That the confidential nature of the Confidential Information and the Personal Information subsists for an indefinite period of time.

Recipient

(Name)

(Signature)

(Date) / /

Witness

(Name)

(Signature)

(Date) / /