

# Schedule A Confidentiality Undertaking

This Deed is made on the \_\_\_\_\_ day of \_\_\_\_\_ 201

I, \_\_\_\_\_, am an employee, agent or contractor of [ Jandapac Pty Ltd T/A RosterCoster ] ("**Contractor**").

I have been engaged by the Contractor to perform services ("**Services**") in relation to the Project defined in the agreement between the Secretary to the Department of Human Services ("**Department**") and the Contractor dated [ \_\_\_\_\_ ] ("**the Agreement**").

**I agree** with the Contractor that I will not communicate, publish or release any Confidential Information, as defined in the Agreement, except as directed by the Department, as required by law, or for the purpose of the Contractor's performance of the Project.

**I irrevocably authorise** the Department to enforce this undertaking and **I acknowledge** that the Department is entitled (in addition to any entitlement to damages) to seek an injunction or other equitable relief for any actual or threatened breach by me of this Deed:

- (a) without the need for the Department to prove any special damage; and
- (b) the Department need not provide any security in respect of any damages that I or anyone else might incur as a result of an injunction being granted.

Executed as a deed on the date set out at the commencement of this Deed.

<b>SIGNED SEALED AND DELIVERED</b> in the presence of:	)	.....
..... Signature of witness	)	Sign here
..... Name of witness (block letters)		

**[INSTRUCTION: TO BE SIGNED BY THE CONTRACTOR'S EMPLOYEE OR AGENT (not to be signed by the Contractor)**

**In accordance with clause 7.6, if requested by the Department, the Contractor must procure from each person employed or engaged by it in provision of the Services a Confidentiality Undertaking in the form set out above. A copy of each Confidentiality Undertaking must be delivered to the Supervising Officer.]**