



# **Power and Water Corporation Personnel – Confidentiality Deed**

**Document version control**

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**DETAILS**

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<b>Item #</b>	<b>Reference</b>	<b>Detail</b>
1.	<b>Employee Details</b>	[insert name]
2.	<b>Employee Address</b>	[insert address]
3.	<b>Employer</b>	[insert entity name and ACN]
4.	<b>Contract</b>	[insert relevant contract details]

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This deed poll is dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

by:

The party specified in Item 1 of the address specified in Item 2 (“Employee”)

in favour of:

**Power and Water Corporation (ABN 15 947 352 360)** of GPO Box 1921, Darwin NT 0801 (“PWC”)

## BACKGROUND

- A. PWC carries on a business transmitting and distributing electricity and providing water and sewerage services across the Northern Territory of Australia, as well as supplying gas both in the Northern Territory and elsewhere in Australia.
- B. The Employee is employed by the Employer, who is either a contracted supplier to PWC under the Contract or a subcontractor of a contracted supplier of PWC under the Contract and as such will be given access to certain confidential information of PWC.
- C. The Employee has agreed to keep that information confidential in accordance with the terms of this Deed.

## OPERATIVE PROVISIONS

### 1 Definitions

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In this Deed:

***Confidential Information*** means:

- (a) all confidential information of PWC including:
  - (i) technical information and other trade secrets and confidential know-how; and
  - (ii) the following information relating to PWC:
    - (A) information comprised in or relating to any intellectual property rights of PWC;
    - (B) information relating to the business, financial position, assets or liabilities of PWC and any matter that does or may affect the financial position or reputation of PWC;
    - (C) information relating to the internal management and structure of PWC, or the personnel, policies and strategies of PWC;
- (b) Personal Information that is collected, handled or held by PWC;
- (c) any other information of PWC that:

- (i) is by its nature confidential;
  - (ii) is communicated by PWC as being confidential; or
  - (iii) the Employee knows, or ought to know, is confidential; and
- (d) all information referred to in any of clauses (a) and (c) whether or not in material form and whether disclosed before or after the date of this Deed.

**Contract** means the contract specified in Item 4.

**Deed** means this deed poll, including the Details.

**Details** means the table at the front of this Deed headed 'Details'.

**Employer** means the party specified in Item 3.

**Item** means an Item in the Details.

**Personal Information** has the meaning given to it in the *Information Act* (NT), except where the term is used in relation to the *Privacy Act 1988* (Cth) (in which case it has the meaning given to it in that Act).

## 2 Employee's obligations

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- (a) The Employee must, unless otherwise approved in writing by PWC:
- (i) treat as strictly confidential and only use the Confidential Information of PWC solely in the course of performing the Employee's duties of employment with the Employer which relate to the Contract;
  - (ii) not, without the prior written consent of PWC (which may be withheld at PWC's sole discretion), publish, reproduce or otherwise disclose to any person the Confidential Information of PWC, except for the purposes of performing the Employee's duties of employment with the Employer which relate to the Contract; and
  - (iii) maintain adequate security for the Confidential Information of PWC while in the Employee's possession or control, including protecting that information against any use, disclosure, access, damage or destruction which is inconsistent with the terms and conditions of this Deed.
- (b) The Employee must promptly give notice in writing to both the Employer and PWC if the Employee becomes aware of any unauthorised, or suspected unauthorised, disclosure to any third party of Confidential Information of PWC and provide both the Employer and PWC with all information and assistance reasonably required by the Employer or PWC in respect of such unauthorised, or suspected unauthorised, disclosure.

- (c) On the sooner of:
  - (i) PWC's request;
  - (ii) the termination or expiration of the Contract; and
  - (iii) the end of the Employee's employment with the Employer for any reason,

the Employee must promptly provide or return to PWC (or at the request or with the consent of PWC, destroy) all Confidential Information of PWC (including copies, summaries and excerpts) in whatever form (including in electronic format) which is in the Employee's possession or control.

### **3 Ownership of Confidential Information**

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The Confidential Information of PWC is and will remain the proprietary information of PWC.

### **4 General**

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- (a) A term or part of a term of this Deed that is illegal or unenforceable may be severed from this Deed and the remaining terms or parts of the term of this Deed continue in force.
- (b) This Deed cannot be varied without the express prior written approval of PWC (which may be withheld in the absolute discretion of PWC).
- (c) This Deed is governed by the law of the Northern Territory of Australia and the Employee irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Northern Territory of Australia.

