



UNIVERSITY ASSOCIATE AGREEMENT

11 January 2023

PRIVATE AND CONFIDENTIAL

Dear Mr Sheppard

I am pleased to offer you an association with Curtin University based on the conditions outlined in this agreement:

Agreement Type: University Associate
School/Area/Section: IT Campus Support DTS
Office/Faculty: Digital and Technology Solutions (DTS)
Commencement date: 11 January 2023
End Date: 10 January 2024
Title: University Associate

CONDITIONS OF ASSOCIATION

1. Confidentiality

- 1.1 In the course of your association with Curtin University (Curtin), you will receive and acquire confidential information that may be the property of Curtin or which Curtin is required to keep confidential.
- 1.2 You must during and after your association with Curtin take all reasonable steps to keep confidential all information that is disclosed to or obtained by you as a result of or during the course of your association with Curtin.
- 1.3 You must not either during or after your association with Curtin:
 - 1.3.1 Disclose to any person confidential information relating to the business or affairs of Curtin, its customers or associated entities unless specifically authorised to do so by Curtin in writing.
 - 1.3.2 Other than to the extent that is necessary to enable you to perform your duties:
 - i. make extracts from, copy or duplicate confidential information;
 - ii. make adaptations of confidential information;
 - iii. make use of confidential information for private purposes, or in any manner which may, or is calculated to cause injury or loss to Curtin, its customers or associated entities; and
 - iv. other than for the benefit of Curtin make notes, documents, working papers or memorandum relating to any matter within scope of the business of Curtin or concerning any of its dealings or affairs.
- 1.4 Clauses 1.2 and 1.3 shall continue to apply despite the termination or cessation of your association by either Curtin or you.
- 1.5 Without limiting the generality of the above, for the purpose of this clause, "confidential information" means and includes any information relating to Curtin, its business and activity including but not limited to intellectual property, financial information and other commercially valuable information in whatever form but excluding any matter that has become public knowledge or part of the public domain and all other information provided to you which is either labelled or expressed to be confidential, or given to you in circumstances where one would expect the information to be confidential to Curtin.

2. Compliance

2.1 During your association with the University it is a requirement that you comply with all relevant legislation, the Statutes, By-Laws, Policies and Direction made under the Curtin University Act 1966 ("the Act"). These shall include, but not be limited to:

- Equal employment opportunity legislation;
- Occupational safety and health legislation, health and safety responsibilities procedures;
- Information Security and information and communication technology (ICT) Appropriate use policy;
- Information management legislation and policies;
- Public interest disclosure legislation;
- Copyright legislation and procedures;
- Intellectual Property, policy and procedures

2.2 These are available for your access on the Curtin website at: <http://policies.curtin.edu.au>

2.3 If you are unable to access this site it is your responsibility to contact your Manager/Supervisor in order to make alternative arrangements, as failure to comply with all relevant legislation and University Policies and Procedures may result in the termination of your association with the University.

3. Return of Property on Cessation

Upon cessation of your association, you are required to deliver to Curtin all property including uniforms, keys, electronic swipe cards, equipment, mobile telephones, computers, books, documents, papers, materials and copies thereof which belong to Curtin which may then be in your possession or under your control.

By accepting this agreement you agree to comply with the above obligations and conditions as required by Curtin University and as stated above to protect the University's confidential information and all relevant compliance requirements.

Yours sincerely



Ms Karen Lamont
Director, People and Culture