



Web based voting and surveys

Non-Disclosure Agreement

The effective date of this Agreement is: _____

(Leave blank. This agreement will become effective when goVote™ signs it)

1.0 The Scope of this Non-Disclosure Agreement

1.1 The parties

This Non-Disclosure Agreement exists between:

goVote

of

50 Miller Street, Unley, South Australia 5061.

and

(print your name here)

of

(print your full postal address here)

Hereinafter referred to as “The Applicant”.

1.2 Commencement date of the Non-Disclosure Agreement

This Non-Disclosure Agreement commences on the date indicated at the top of this page.

1.3 The purpose of the Non-Disclosure Agreement

This Non-Disclosure Agreement serves to protect confidential information and intellectual property developed for and owned by goVote .

2.0 Confidential Information and Intellectual Property

2.1 Definition of Confidential Information and Intellectual Property

- Information about the affairs and activities of goVote.
- Information about the business practices of goVote, including but not limited to:
 - business processes
 - development plans
- Information about goVote's clients, client list, and client requirements.
- Databases and software programs developed by or for goVote.
- Ideas and development plans for new products and services, including, but not limited to:
 - Logic and process flowcharts,
 - Diagrammatic representations of functionality and any other aspect of the product and/or service,
 - Functional specifications.
 - Screen layouts and mock-ups.
 - Entity-relationship diagrams.
 - Formal code and other programming/pseudo-code documents.
 - Any other material that describes the ideas, function, operation, outcomes, of any products and services owned and / or currently being developed by goVote.
- Information and Intellectual Property (as described above) developed by students or contractors at the direction of goVote.

2.2 Form of Confidential Information and Intellectual Property

Confidential Information and Intellectual Property may be:

- Oral, written, electronic or other machine readable form;
- Translated from the original, modified, updated, or altered;
- Originated or obtained by goVote.

3.0 Responsibilities and obligations of The Applicant to goVote

3.1 The Applicant who is the signatory to this agreement agrees to the following conditions:

1. You acknowledge that existing information and intellectual property, owned by or developed for goVote is the exclusive property of goVote.
2. You will not disclose or attempt to disclose any Confidential Information and / or Intellectual Property owned by goVote to any third party.
3. You will not use or attempt to use any of the Confidential Information and / or Intellectual Property owned by goVote for your own benefit or for the benefit of any other person or entity.
4. You will not make or take any copies of any of the Confidential Information and / or Intellectual Property owned by goVote without the prior written approval of goVote.
5. You will ensure the secure custody of the Confidential Information and / or Intellectual Property owned by goVote and must take all reasonable precautions to prevent the access, use, or disclosure of this information by third parties.
6. You will destroy or return any Confidential Information and Intellectual Property to goVote at the direction of goVote.
7. You will continue to be bound by conditions 1 through to 6 (inclusively) until released in writing by goVote.

4.0 Execution of this agreement

The Applicant named below hereby requests access to the **goVote™** online software development area. He or She acknowledges that this area contains material that is the intellectual property of **goVote™** and is protected by copyright.

If this application is approved, **goVote™** will send a password to the e-mail address which you nominate:

(put your e-mail address here)

Please provide a contact telephone number:

(put your phone number here)

<p>SIGNED for and on behalf of goVote . (ABN 20 782 782 420) by its duly appointed officer:</p> <p>Date: _____</p>	<p>----- John Lawrence Hendrickson (Director)</p>
<p>SIGNED by The Applicant:</p> <p>Date: _____ (Put the date here)</p>	<p>----- (sign here)</p> <p>----- (Print your name here)</p>