

**CONFIDENTIALITY AND INTELLECTUAL PROPERTY UNDERTAKING
(Casual Transcribers)**

THIS UNDERTAKING is made as a Deed on the _____ day of
2009

BY

..... of
.....
(Name) (Address)

(the
"Transcriber")

Introduction

- A. The Transcriber is employed on a casual basis by **La Trobe University** (A.B.N. 64 804 735 113) (the "University") to transcribe interviews ("the Transcriptions") from audio or visual recordings ("the Recordings") as a part of a research project conducted by the University and specified in the Schedule ("the Project").
- B. The Transcriber has agreed to assist in the Project subject to the terms and conditions in this Agreement.

The Transcriber agrees, undertakes and acknowledges as follows:

- 1. The Transcriber agrees:
 - 1.1 to treat the Recording and the Transcriptions as secret and confidential;
 - 1.2 Not to copy, reproduce (in whole or in part) or use the Recordings or the Transcriptions for any purpose other than for the purposes of transcribing the Interviews.
 - 1.3 Not to disclose the contents of the Recordings or the Transcriptions to any person other than persons authorised by the University.
- 2. The Transcriber acknowledges that the Recordings and the Transcriptions are the property of the University and undertakes to store them in a safe and secure manner while they are in the Transcriber's possession.
- 3. The Transcriber agrees that all intellectual property rights in the

Recordings and the Transcriptions vest in the University.

4. This Deed is governed by the Law of Victoria.
5. Any purported variation of a provision of this Deed shall be ineffective unless in writing and executed by the Transcriber and the University.

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

SIGNED SEALED and **DELIVERED**)

by)

in the presence of:)

Witness:

