

Tasmania Specific Clauses

Schedule 4 Special Conditions

1. Amendment to definition of Confidential Information

The parties agree that the definition of **Confidential Information** in Clause 1.1 is amended by deleting the entirety of the final line of that definition and instead inserting the following at the end of the definition:

“Confidential Information does not include:

- (f) Personal Information; and
- (g) the terms of this Agreement.”

2. Amendment to clause 4.5

The parties agree that clause 4.5 is amended by inserting the following after the word “value” at the end of the clause:

“it does not include the payment or reimbursement of any salary, wage, entitlement or expense in the usual and proper course of employment.”

3. Amendments to clause 9

The parties agree that clause 9 is further amended by inserting the following clauses 9.7 and 9.8:

“9.7 Despite any Confidentiality or Intellectual Property right existing in the Agreement or a schedule, appendix or annexure to it, either party may publish all or any part of it without reference to the other.

9.8 Nothing in clause 9.7 derogates from a party’s obligations under the *Privacy Act 1998* (Cwlth) or the *Personal Information Protection Act 2004* (Tas)”.

Schedule 7

Special Conditions

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- (f) Personal Information; and
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The parties agree that clause 4.5 is amended by inserting the following after the word “value” at the end of the clause:

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3. Amendments to clause 9

The parties agree that clause 9 is further amended by inserting the following clauses 9.7 and 9.8:

“9.7 Despite any Confidentiality or Intellectual Property right existing in the Agreement or a schedule, appendix or annexure to it, either party may publish all or any part of it without reference to the other.

9.8 Nothing in clause 9.7 derogates from a party’s obligations under the *Privacy Act 1998* (Cwth) or the *Personal Information Protection Act 2004* (Tas)”.