

**DEED POLL**  
**as to**  
**CONFIDENTIALITY**  
**&**  
**CONFLICT of INTEREST**

I, \_\_\_\_\_, covenant for the benefit of the Commonwealth of Australia ("**Commonwealth**"), in connection with my membership of and participation in the deliberations of the Disability Employment services 2010 Procurement, **Performance Management Technical Advisory Group** (the 'Group') of the **Department of Education, Employment and Workplace Relations' (DEEWR)**, as follows:

1. For the purpose of the Group, I will receive and have access to information which:

- (a) is identified as confidential;
- (b) I know or ought to know is confidential;
- (c) is by its nature confidential; or
- (d) is Personal Information,

collectively, "**Confidential Information**". Unless the information is publicly available, or I am otherwise directed by the Commonwealth, I will assume information is Confidential Information.

For the purpose of this clause, "**Personal Information**" means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

2. Subject to clause 3 of this deed, I must:

- (a) at all times treat as confidential and must not disclose to any person any Confidential Information;
- (b) at all times keep all Confidential Information securely stored in accordance with any directions by the Commonwealth;
- (c) as directed by the Commonwealth, deliver up to the Commonwealth all Confidential Information in my possession or control; and
- (d) not:
  - (i) copy or duplicate or reproduce in any manner whatsoever, or evolve translations of or extractions from, any portion of the Confidential Information; or
  - (ii) modify, create or recreate by any means in whole or in part any aspect or version of the Confidential Information or cause or permit any other person to do any of the foregoing.

3. The restrictions imposed by clause 2 of this deed will not apply to the disclosure of any information:

- (a) to the extent to which it is required to be disclosed by law, a governmental agency or court order;
- (b) to the extent to which it is necessary to enable me to lawfully work on the Group; or

(c) which is in or comes into the public domain otherwise than by disclosure in breach of this deed.

4. I must:

- (a) take all action as may be necessary to satisfy my obligations under this deed;
- (b) promptly notify the Commonwealth of any unauthorised possession, disclosure, use or knowledge of the Confidential Information and take all steps necessary to prevent the recurrence of such possession, disclosure, use or knowledge;
- (c) co-operate with the Commonwealth in any litigation against third parties which might be considered necessary or appropriate by the Commonwealth to protect the Confidential Information;
- (d) do or cause to be done all acts, matters and things and execute or cause to be executed all agreements, deeds and other documents as may be necessary to give effect to this deed.

5. If at any time, I have an actual, apparent or potential Conflict of Interest, then I shall:

- (a) disclose that interest promptly to the Commonwealth using the Incident Report Form contained at Attachment A to this deed; and;
- (b) take action necessary to avoid the conflict as directed by the Commonwealth.

In this clause, “**Conflict of Interest**” means I have interests which conflict or which may conflict with those of the Commonwealth, including in relation to its requirements for the Group.

6. Without limiting the Commonwealth's rights under or in connection with this deed, or otherwise under statute, at law or in equity, I acknowledge that a breach of this deed may constitute a breach of section 70 of the *Crimes Act 1914* (Cth) which carries a penalty of up to two years imprisonment.

**EXECUTED** as a deed poll

DATED: \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**SIGNED SEALED AND DELIVERED** by

\_\_\_\_\_

.....

**Please print name**

**(Signature)**

\_\_\_\_\_

.....

**(Name of Witness in Full)**

**(Signature)**

Please send original signed copy to the Employment Services Purchasing team via internal mail to **Brian McMillan**.

