

CONFIDENTIALITY, PRIVACY AND CONFLICT OF INTEREST DEED

in relation to the NatHERS for existing homes
Trial

[Insert name of Confidant] (Confidant)

CONFIDENTIALITY, PRIVACY AND CONFLICT OF INTEREST DEED

Confidant

[**insert name of Confidant (and ABN, if applicable)**] of [**insert address**] (the **Confidant, I, me and my**).

Recitals

- A. The Commonwealth of Australia represented by the Department of Climate Change, Energy, the Environment and Water ABN 63 573 932 849 (**Department**) requires the provision of [**insert details**] services (the **Services**).
- B. The Confidant provides the undertakings set out below in respect of work to be performed, and information to be acquired, directly or indirectly in connection with the Services.

Agreed terms

1. Definitions

Confidential Information	means information that is by its nature confidential; and (a) is identified as part of the Services as confidential; or (b) a party knows or ought to know is confidential; but does not include: (c) information that is or becomes public knowledge other than by breach of this deed or any other confidentiality obligation.
Conflict of Interest	any circumstance in which the Confidant has an interest (whether financial or non-financial) or an affiliation that is affecting, will affect, or could be perceived to affect, the Confidant's ability to perform the Services or work associated with the Services fairly and independently.
Personal Information	has the meaning it has in section 6 of the <i>Privacy Act 1988</i> (Cth).

2. Access

I understand that in the course of performing the Services, I may have access to Personal Information and Confidential Information.

3. Non-disclosure

- (a) I will treat as secret and confidential all Personal Information and Confidential Information to which I have access or which is disclosed to me.
- (b) If the Department grants its consent for me to disclose Personal Information or Confidential Information, it may impose conditions on that consent. In particular, the Department may require that I obtain the execution of a deed in these terms by the person to whom I propose to disclose the Personal Information or Confidential Information.

- (c) My obligations under this deed will not be taken to have been breached where I am legally required to disclose the Personal Information or Confidential Information.

4. Restriction on use

- (a) I will use the Personal Information or Confidential Information only for the purpose of providing the Services to the Department (whether directly or indirectly).
- (b) I will not:
- (i) copy, reproduce or disclose the Personal Information or Confidential Information without the written approval of the Department: and
 - (ii) will not allow any other person outside the Department access to the Personal Information or Confidential Information,
- except where the Department grants its consent in writing for me to do so. In such cases I will comply with the conditions of any such consent.
- (c) I will take all necessary precautions to prevent unauthorised access to or copying of the Personal Information or Confidential Information in my control.

5. Powers of the Department

- (a) Immediately on request by the Department, I agree to deliver to the Department all documents in my possession or control containing Personal Information or Confidential Information (including any copies of such documents).
- (b) If at the time of a request under clause **Error! Reference source not found.** I am aware that documents containing Personal Information or Confidential Information are beyond my possession or control, then I agree to provide full details to the Department of where the documents containing the Personal Information or Confidential Information are, and the identity of the person who has control of them.

6. Privacy Act obligations

I agree to abide by the provisions of the *Privacy Act 1988* (Cth), including the Australian Privacy Principles set out in that Act, in respect of both Personal Information and Confidential Information, whether or not I am legally bound to comply with that Act and as if the definition of Personal Information in that Act includes Confidential Information.

7. Conflicts of Interest

- (a) I warrant, to the best of my knowledge, that as at the date of this deed, no Conflict of Interest exists or is likely to arise in my performance of the work associated with the Services except in relation to the following:

Insert details of any Conflict of Interest or otherwise insert 'Not applicable'. Attach additional pages if needed.

- (b) If a Conflict of Interest arises during the course of my work associated with the Services, or appears likely to arise, I agree to:

- (i) immediately notify the Department in writing of the Conflict of Interest making a full disclosure of all relevant information relating to the Conflict of Interest and setting out the steps I propose to take to resolve or otherwise deal with the Conflict of Interest; and
 - (ii) take such steps as the Department may reasonably require to resolve or otherwise deal with that Conflict of Interest.
- (c) I acknowledge that if a Conflict of Interest cannot be resolved or otherwise dealt with, my role in the delivery of the Services may be limited or I may be excluded from the delivery of the Services (at the discretion of the Department).

8. Survival

This deed will survive the termination or expiry of any contract in relation to the Services between the Department and me, my employer, or any other organisation with which I am engaged or involved.

9. Applicable law

This deed will be governed by, and construed in all respects in accordance with, the law of the Australian Capital Territory and I agree to submit to the applicable jurisdiction of the Courts of that Territory in respect of all matters arising under, or in relation to, this deed.

Execution

EXECUTED by deed poll

SIGNED by

in the presence of

Name of Confidant (print)

Name of witness (print)

Signature of Confidant

Signature of witness

Date

Date