

PROTECTED
PRIVATE INTERESTS DECLARATION

PROPOSED POSITION & ORGANISATION	COMMISSIONER NMHC
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Please answer the following questions by circling the reply that applies to your personal circumstances. If you answer "yes" to any question, please provide details in an attachment to this form. Please note that answering "yes" to any question does not necessarily preclude you from being appointed. Your response will be treated as confidential and will only be used for purposes connected with this proposed appointment.

1. Do you have any disclosable criminal convictions, i.e. convictions as an adult that form part of your criminal history other than those protected by the Spent Convictions Scheme (see Part VIIC of the <i>Crimes Act 1914</i>)?	Yes/No <input checked="" type="radio"/> No
2. Are you, or have you been, the respondent or defendant in any civil or criminal court action (including as a company director or other office holder)?	Yes/No <input checked="" type="radio"/> No
3. (a) Have you ever been declared bankrupt, entered into a debt agreement under Part IX of the <i>Bankruptcy Act 1996</i> (the <i>Bankruptcy Act</i>) or entered into a personal insolvency agreement under Part X of the <i>Bankruptcy Act</i> ?	Yes/No <input checked="" type="radio"/> No
(b) If you are in a partnership, have any of your partners ever been declared bankrupt, entered into a debt agreement under Part IX of the <i>Bankruptcy Act</i> or entered into a personal insolvency agreement under Part X of the <i>Bankruptcy Act</i> ?	Yes/No or N/A <input checked="" type="radio"/> No or N/A
4. Has any business or commercial enterprise for which you, or if applicable your partner(s), have had responsibility ever gone into receivership or a similar scheme or arrangement?	Yes/No <input checked="" type="radio"/> No
5. During the last 10 years have you, or if applicable your partner(s), been the subject of a court order in connection with monies owing to another party?	Yes/No <input checked="" type="radio"/> No
6. Have you ever been summonsed or charged concerning non-payment of tax or outstanding tax debts, investigated for tax evasion or defaults, or negotiated with the Australian Taxation Office over outstanding tax debts?	Yes/No <input checked="" type="radio"/> No
7. Have you ever been the subject of a complaint to a professional body which has been substantiated, or is currently under investigation?	Yes/No <input checked="" type="radio"/> No
8. Have you ever been dismissed from employment because of a discipline or misconduct issue?	Yes/No <input checked="" type="radio"/> No
9. Do you or your immediate family have any financial interest in any company or business, or are you or your immediate family employed or engaged by any company or business, which might have dealings with, or an interest in the decisions of, the office to which you may be appointed? If yes, include advice in the attachment on how this conflict of interest would be managed.	Yes/No <input checked="" type="radio"/> No
10. Are you a lobbyist registered on the Australian Government's Lobbyists Register or the register of a state or territory?	Yes/No <input checked="" type="radio"/> No
11. Is there any other information which could be relevant to your suitability for the proposed appointment?	Yes/No <input checked="" type="radio"/> No

ASSURANCE

I advise that to the best of my knowledge my private, business and financial interests, including taxation affairs, would not conflict with my public duties or otherwise cause embarrassment to myself or to the Government during my term of appointment.

I also undertake to advise the responsible minister should a situation arise in the future which might cause a conflict of interest with my responsibilities under this appointment.

Jan Hickie

10/2/14

Date

Appendix 3: Deed of Confidentiality and Conflict of Interest Form



Australian Government
Department of Health and Ageing

DEED OF UNDERTAKING IN RELATION TO CONFIDENTIAL INFORMATION AND CONFLICT OF INTEREST

THIS DEED POLL is made the ...6... day of ...December.....2011
by ...IAN BERNARD HICKIE..... [insert name of Member]
of ...BMRI, 100 MAUETT ST CAMPBELLTOWN SYDNEY..... [insert address of Member]

WHEREAS

1. The Commonwealth of Australia (the "Commonwealth") as represented by the Department of Health and Ageing (the "Department") has nominated a group of persons as members of the *Partners In Recovery: Coordinated Care and Flexible Funding for People with Severe and Persistent Mental Illness and Complex Needs Initiative Expert Reference Group* (the "Committee").
2. The Commonwealth has appointed the Member as a member of the Committee.
3. The Commonwealth requires the Member to undertake to preserve and maintain the confidentiality of information to which the Member will have access by virtue of his/her position on the Committee.
4. The Commonwealth requires the Member to undertake certain actions in relation to any actual or potential conflict of interest.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Interpretation

1.1 In this Deed Poll unless the contrary intention appears:

"Approved Person" means a person:

- (a) who has been appointed by the Commonwealth to be a member of the Committee;
or
- (b) who is an officer of the Department of Health and Ageing.

"Confidential Information" means any material made available to the Member by the Department that:

- (a) is by its nature confidential;
- (b) is designated by the Commonwealth as confidential; or
- (c) the Member knows or ought to know is confidential;

but does not include any information which:

- (d) is in the public domain;
- (e) becomes public knowledge other than by breach of this Deed Poll; or
- (f) is required to be disclosed by statute or court order.

“**Conflict of interest**” includes any situation where a Member or the Member’s partner, family member, close family friend, or employing authority has a direct financial or other interest which influences or may appear to influence proper consideration or decision making by the Committee on a matter or proposed matter, that Member will be required to declare that interest and will then take no further part in the consideration of that matter.

2. Undertaking

- 2.1 Except as provided in this clause 2, the Member agrees that he/she shall keep secret and confidential all Confidential Information and that he/she will not directly or indirectly disclose to any person, other than an Approved Person, any Confidential Information.
- 2.2 The Member agrees not to make any other use of information contained in the Confidential Information except as it relates to fulfilling their role as a member of the Committee.
- 2.3 The obligations on the Member under this clause 2 will not be taken to have been breached to the extent that confidential information is disclosed by a Member to a person who is not an Approved Person, if the Commonwealth has given prior written consent to disclose such Confidential Information to that person. In giving written consent to the disclosure of Confidential Information, the Commonwealth may impose such reasonable conditions as it thinks fit.
- 2.4 Where a Member discloses Confidential Information pursuant to clause 2.3 the Member must:
 - (a) notify the receiving person that the information is Confidential Information;
 - (b) not provide the information unless the receiving person agrees to keep the information confidential;
 - (c) comply with any conditions on disclosure imposed by the Commonwealth.

The Member understands and acknowledges that any unauthorised use or disclosure of Confidential Information may make him/her liable for prosecution under the laws of the Commonwealth.

3. Survival of Undertakings

- 3.1 The Member acknowledges that the undertakings given in relation to the Confidential Information shall continue in force after the expiration or termination of this Deed Poll.

4. Return of Materials

4.1 The Member agrees to return all Confidential Information, including any copies held in the Member's possession, to the Commonwealth on ceasing to perform his/her duties as a member of the Committee, or as otherwise directed by the Commonwealth.

5. Conflict of Interest

5.1 The Member warrants that at the date of this undertaking, and to the best of his or her knowledge and after making diligent inquiry, no conflict of interest exists, or is likely to arise in the performance of his/her duties as a member of the Committee.

5.2 If, during the period of the membership on the Committee, a conflict of interest does arise, or appears likely to arise, the Member undertakes to notify the Commonwealth immediately in writing and to take such steps as the Commonwealth may reasonably require to resolve or to otherwise deal with the conflict.

6. Indemnity

6.1 The Member agrees to indemnify and hold harmless the Commonwealth against all costs (including legal costs and expenses on a solicitor/own client basis), liability, losses and claims reasonably incurred by the Commonwealth which are caused by or contributed to by the Member's failure to comply with this Deed Poll.

7. Governing Law

7.1 This Deed Poll shall be governed by and construed according to the law of the Australian Capital Territory.

Executed as a Deed Poll

SIGNED SEALED AND DELIVERED by

IAN HICKIE

.....
(Printed Name of Member)

.....
(Signature)

in the presence of:

.....
(Printed Name of Witness)

.....
(Signature)



Australian Government

Department of Health

**DEED POLL IN RELATION TO CONFIDENTIAL
INFORMATION AND CONFLICT OF INTEREST**

THIS DEED POLL is made the 5th day of JUNE 2015

by HARVEY WHITEFORD [insert name of Member]

of [insert address of Member]

WHEREAS

1. The Commonwealth of Australia (the "Commonwealth") as represented by the Department of Health (the "Department") has nominated a group of persons as members of the Mental Health Expert Reference Group (the "Committee").
2. The Commonwealth has appointed the Member as a member of the Committee.
3. The Commonwealth requires the Member to undertake to preserve and maintain the confidentiality of information to which the Member will have access by virtue of his/her position on the Committee.
4. The Commonwealth requires the Member to undertake certain actions in relation to any actual or potential conflict of interest.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Interpretation

- 1.1 In this Deed Poll unless the contrary intention appears:

"Approved Person" means a person:

- (a) who has been appointed by the Commonwealth to be a member of the Committee; or
- (b) who is an officer of the Department of Health.

"Confidential Information" means any material made available to the Member by the Department that:

- (a) is by its nature confidential;
- (b) is designated by the Commonwealth as confidential; or

(c) the Member knows or ought to know is confidential;

but does not include any information which:

(d) is in the public domain;

(e) becomes public knowledge other than by breach of this Deed Poll; or

(f) is required to be disclosed by statute or court order.

“**Conflict of Interest**” includes any situation where a Member or the Member’s partner, family member, or close family friend has a direct financial or other interest which influences or may appear to influence proper consideration or decision making by the Committee on a matter or proposed matter.

2. Undertaking

2.1 Except as provided in this clause 2, the Member agrees that he/she shall keep secret and confidential all Confidential Information and that he/she will not directly or indirectly disclose to any person, other than an Approved Person, any Confidential Information.

2.2 The Member agrees not to make any other use of information contained in the Confidential Information except as it relates to fulfilling their role as a member of the Committee.

2.3 The obligations on the Member under this clause 2 will not be taken to have been breached to the extent that Confidential Information is disclosed by a Member to a person who is not an Approved Person, if the Commonwealth has given prior written consent to disclose such Confidential Information to that person. In giving written consent to the disclosure of Confidential Information, the Commonwealth may impose such reasonable conditions as it thinks fit.

2.4 Where a Member discloses Confidential Information pursuant to clause 2.3 the Member must:

(a) notify the receiving person that the information is Confidential Information;

(b) not provide the information unless the receiving person agrees to keep the information confidential;

(c) comply with any conditions on disclosure imposed by the Commonwealth

2.5 The Member understands and acknowledges that any unauthorised use or disclosure of Confidential Information may make him/her liable for prosecution under the laws of the Commonwealth.

3. Survival of Undertakings

3.1 The Member acknowledges that the undertakings given in relation to the Confidential Information shall continue in force after the expiration or termination of this Deed Poll.

4. Return of Materials

- 4.1 The Member agrees to return all Confidential Information, including any copies held in the Member's possession, to the Commonwealth on ceasing to perform his/her duties as a member of the Committee, or as otherwise directed by the Commonwealth.

5. Conflict of Interest

- 5.1 The Member warrants that at the date of this undertaking, and to the best of his or her knowledge and after making diligent inquiry, no Conflict of Interest exists, or is likely to arise in the performance of his/her duties as a member of the Committee.
- 5.2 If, during the period of the membership on the Committee, a Conflict of Interest does arise, or appears likely to arise, the Member undertakes to notify the Commonwealth immediately in writing and to take such steps as the Commonwealth may reasonably require to resolve or to otherwise deal with the Conflict of Interest.

6. Indemnity

- 6.1 The Member agrees to indemnify and hold harmless the Commonwealth against all costs (including legal costs and expenses on a solicitor/own client basis), liability, losses and claims reasonably incurred by the Commonwealth which are caused by or contributed to by the Member's failure to comply with this Deed Poll.

7. Deed Poll in Favour Of

- 7.1 This Deed Poll is given in favour of the Commonwealth.

8. Governing Law

- 8.1 This Deed Poll shall be governed by and construed according to the law of the Australian Capital Territory.

Executed as a Deed Poll

SIGNED SEALED AND DELIVERED by

HARVEY WHITEFOORD

.....
(Printed Name of Member)

.....
(Signature)

in the presence of:

.....
(Printed Name of Witness)

.....
(Signature)



Australian Government
Department of Health and Ageing

DEED POLL
CONFIDENTIALITY AND CONFLICT UNDERTAKINGS

THIS DEED POLL is made the *6th* day of *August* 2012

by Professor Harvey A. Whiteford

('the Recipient').

RECITALS

- A. The Recipient is an officer, employee, agent of, or consultant to, Harvey Whiteford Medical Pty Ltd ABN 66 011 062 561 ('the Contractor').
- B. The Contractor and the Commonwealth of Australia ('the Commonwealth') as represented by the Department of Health and Ageing ('the Department') will enter into a Consultancy Contract on *6/8/12* (date)
- C. Pursuant to the execution of the Consultancy Contract, the Contractor will undertake a range of activities in relation to the national mental health reform in 2012-2013 (referred to as 'the Contract').
- D. In the course of working with the Department under the Contract, the Recipient may have access to Commonwealth Material.
- E. The Department designates all Commonwealth Material as Confidential Information for the purposes of the Contract and this Deed Poll.
- F. Under the terms of the Contract, the Department may require the Contractor to obtain written undertakings from the Contractor Personnel relating to non-disclosure of Confidential Information.
- G. The Department also wishes to ensure that the Contractor Personnel do not engage in any activity, or obtain any interest, during the course of the Contract that is likely to conflict or restrict the Contractor in performing the services fairly and independently.
- H. The Recipient gives the written undertakings and warranties as set out in this Deed Poll.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed Poll, unless the contrary intention appears:

'Commissioner' has the same meaning as given to it in the *Privacy Act 1988* (Cth);

'Commonwealth Material' has the same meaning as given to it in the Contract;

'Confidential Information' means information that:

- (a) is designated by the Commonwealth as confidential, including (but not limited to) all Contract Material and Commonwealth Material; or
- (b) the Recipient knows or ought to know is confidential;

but does not include information which:

- (c) is or becomes public knowledge other than by breach of the Contract, this Deed Poll or any other confidentiality obligations;
- (d) is required to be disclosed by statute or court order;
- (e) is in the possession of the Recipient without restriction in relation to disclosure before the date of receipt from the Commonwealth; or
- (f) has been independently developed or acquired by the Recipient as established by written evidence;

'Contract Material' has the same meaning as given to it in the Contract;

'Contractor Personnel' has the same meaning as given to it in the Contract and includes the Specified Personnel;

'Deed Poll' means this document in the form of a deed;

'Material' has the same meaning as given to it in the Contract; and

'Specified Personnel' has the same meaning as given to it in the Contract.

2. UNDERTAKINGS OF NON-DISCLOSURE

2.1 The Recipient undertakes:

- (a) not to copy, reproduce, access, use, modify, disclose or retain any Confidential Information the Recipient has acquired through the performance of his or her work under the Contract, except for the purpose of fulfilling that work;

- (b) in addition to any particular measures specified by the Contractor, to take all reasonable measures to ensure that any Confidential Information held in connection with the Contract is protected against loss, unauthorised access, use, modification or disclosure and against other misuse. For the avoidance of doubt, the Recipient may disclose to, or use with, other Contractor Personnel any Confidential Information **but only** if they have also signed a deed poll similar to this Deed Poll; and
- (c) to take all reasonable measures to safeguard the physical, and information technology, security of the Confidential Information.

2.2 The Recipient agrees that if he or she is uncertain as to whether any information is Confidential Information or not, he or she will treat that information as if it were such unless and until the Commonwealth agrees otherwise in writing.

3. WARRANTIES AND UNDERTAKINGS IN RELATION TO CONFLICT OF INTEREST

3.1 The Recipient warrants that at the date of this Deed no conflict of interest exists or is likely to arise while he or she is performing his or her work under the Contract.

3.2 The Recipient warrants that he or she will not permit any situation to arise or engage in any activity which may conflict with the Recipient's receipt of Confidential Information or result in a conflict of interest while he or she is performing his or her work under the Contract.

3.3 If, during the term of the Contract, a conflict of interest does arise, or appears likely to arise, the Recipient undertakes to promptly:

- (a) notify the Commonwealth immediately in writing of the conflict of interest making a full disclosure of all relevant information in connection with the conflict of interest; and
- (b) take such steps as the Commonwealth may require to resolve or otherwise deal with the conflict of interest.

4. RETURN OF MATERIAL

4.1 The Recipient undertakes to return all Material embodying Confidential Information, including (but not limited to) any copies in the Recipient's possession, custody or control, to the Commonwealth on expiration or termination of the Recipient's work with the Contractor under the Contract or to deal after expiration or termination with that Material as otherwise directed by the Commonwealth.

4.2 If requested by the Commonwealth, the Recipient undertakes to promptly provide the Commonwealth with a statutory declaration declaring that all Material embodying Confidential Information, including (but not limited to) any copies in the Recipient's possession, custody or control, has been returned or otherwise dealt with in accordance with the Department's directions.

5. SECURITY

5.1 If requested by the Commonwealth, the Recipient must:

- (a) cooperate in any security checks the Department wishes to make of the Recipient, including (but not limited to) providing information usually requested in such circumstances; and
- (b) promptly comply with any directions given by Departmental officers in respect of the protection and handling of Confidential Information.

6. INDEMNITY

6.1 The Recipient undertakes to indemnify the Department, its officers and employees against any claim, loss, liability or expense (including legal costs and expenses on a solicitor/own client basis) suffered or incurred by the Department arising from, or contributed to by, the Recipient's failure to comply with this Deed Poll.

7. ACKNOWLEDGMENT

7.1 The Recipient acknowledges that he or she is aware of, and has read, the following legislative provisions:

- (a) sections 70 and 79 of the *Crimes Act 1914* (Cth) relating to protecting Commonwealth information and official secrets; and
- (b) Part 10.7 of the *Criminal Code* (Cth).

7.2 The Recipient acknowledges that he or she may become subject to certain statutory provisions relating to security and security issues, and agrees to comply with those statutory provisions.

8. PROCEEDINGS

9.1 The Recipient acknowledges that the Commonwealth may take legal proceedings against the Recipient if there is an actual, threatened or suspected breach of this Deed Poll, including (but not limited to) proceedings to obtain an injunction to restrain such breach.

9. DEED POLL IN FAVOUR OF

9.1 This Deed Poll is given in favour of the Commonwealth and the Contractor.

10. SURVIVAL OF UNDERTAKINGS

10.1 The obligation of the Recipient in this Deed Poll to not disclose the Confidential Information will survive both:

- (a) the termination or the expiry of the Contract; and

(b) the termination or expiration of the Recipient's work with the Contractor,
and continue for such duration thereafter as is reasonably necessary to protect and retain
the confidential nature of the Confidential Information.

10.2 All other obligations of the Recipient in this Deed Poll which are capable of surviving:

- (a) the termination or the expiry of the Contract; and
 - (b) the termination or expiration of the Recipient's work with the Contractor,
- will survive.

11. GOVERNING LAW

11.1 This Deed Poll is governed by, and will be construed according to, the law of the
Australian Capital Territory.

Executed as a Deed Poll

SIGNED SEALED AND DELIVERED
by the Recipient:

HARVEY WHITEFORD
(Printed name of Recipient)

(Signature of Recipient)

in the presence of:

(Printed name of witness)

(Signature of witness)



Australian Government
Department of Health and Ageing

**DEED OF UNDERTAKING IN RELATION TO CONFIDENTIAL
INFORMATION AND CONFLICT OF INTEREST**

THIS DEED POLL is made the *9th* day of *9 November*, 2011
by *Professor, Lynda Littlejohn* [Insert name of Member]
of *[Insert address of Member]*

WHEREAS

1. The Commonwealth of Australia (the "Commonwealth") as represented by the Department of Health and Ageing (the "Department") has nominated a group of persons as members of the Health and Wellbeing Check – National Expert Group (the "Committee").
2. The Commonwealth has appointed the Member as a member of the Committee.
3. The Commonwealth requires the Member to undertake to preserve and maintain the confidentiality of information to which the Member will have access by virtue of his/her position on the Committee.
4. The Commonwealth requires the Member to undertake certain actions in relation to any actual or potential conflict of interest.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Interpretation

1.1 In this Deed Poll unless the contrary intention appears:

"Approved Person" means a person:

- (a) who has been appointed by the Commonwealth to be a member of the Committee; or
- (b) who is an officer of the Department of Health and Ageing.

"Confidential Information" means any material made available to the Member by the Department that:

- (a) is by its nature confidential;

- (b) is designated by the Commonwealth as confidential; or
- (c) the Member knows or ought to know is confidential;

but does not include any information which:

- (d) is in the public domain;
- (e) becomes public knowledge other than by breach of this Deed Poll; or
- (f) is required to be disclosed by statute or court order.

"Conflict of interest" includes any situation where a Member or the Member's partner, family member, or close family friend has a direct financial or other interest which influences or may appear to influence proper consideration or decision making by the Committee on a matter or proposed matter, that Member will be required to declare that interest and will then take no further part in the consideration of that matter.

2. Undertaking

- 2.1 Except as provided in this clause 2, the Member agrees that he/she shall keep secret and confidential all Confidential Information and that he/she will not directly or indirectly disclose to any person, other than an Approved Person, any Confidential Information.
- 2.2 The Member agrees not to make any other use of information contained in the Confidential Information except as it relates to fulfilling their role as a member of the Committee.
- 2.3 The obligations on the Member under this clause 2 will not be taken to have been breached to the extent that confidential information is disclosed by a Member to a person who is not an Approved Person, if the Commonwealth has given prior written consent to disclose such Confidential Information to that person. In giving written consent to the disclosure of Confidential Information, the Commonwealth may impose such reasonable conditions as it thinks fit.
- 2.4 Where a Member discloses Confidential Information pursuant to clause 2.3 the Member must:
 - (a) notify the receiving person that the information is Confidential Information;
 - (b) not provide the information unless the receiving person agrees to keep the information confidential;
 - (c) comply with any conditions on disclosure imposed by the Commonwealth
- 2.5 The Member understands and acknowledges that any unauthorised use or disclosure of Confidential Information may make him/her liable for prosecution under the laws of the Commonwealth.

3. Survival of Undertakings

- 3.1 The Member acknowledges that the undertakings given in relation to the Confidential Information shall continue in force after the expiration or termination of this Deed Poll.

4. Return of Materials

4.1 The Member agrees to return all Confidential Information, including any copies held in the Member's possession, to the Commonwealth on ceasing to perform his/her duties as a member of the Committee, or as otherwise directed by the Commonwealth.

5. Conflict of Interest

5.1 The Member warrants that at the date of this undertaking, and to the best of his or her knowledge and after making diligent inquiry, no conflict of interest exists, or is likely to arise in the performance of his/her duties as a member of the Committee.

5.2 If, during the period of the membership on the Committee, a conflict of interest does arise, or appears likely to arise, the Member undertakes to notify the Commonwealth immediately in writing and to take such steps as the Commonwealth may reasonably require to resolve or to otherwise deal with the conflict.

6. Indemnity

6.1 The Member agrees to indemnify and hold harmless the Commonwealth against all costs (including legal costs and expenses on a solicitor/own client basis), liability, losses and claims reasonably incurred by the Commonwealth which are caused by or contributed to by the Member's failure to comply with this Deed Poll.

7. Governing Law

7.1 This Deed Poll shall be governed by and construed according to the law of the Australian Capital Territory.

Executed as a Deed Poll

SIGNED SEALED AND DELIVERED by

LYN LITTLEFIELD

(Printed Name of Member)

(Signature)

in the presence of:

(Printed Name of Witness)

(Signature)