



Australian Government

Department of Health and Aged Care

Probity Framework

Department of Health and Aged Care
Australian Technical Advisory Group on
Immunisation

Canberra

Level 7, 224 Bunda Street, Canberra ACT 2600

GPO Box 2562, Canberra ACT 2601

t: +61 2 6263 6300 | f: +61 2 6263 6395 | DX 5676 | www.sparke.com.au

adelaide | brisbane | canberra | darwin | melbourne | newcastle | perth | sydney | upper hunter

RSQ\RSQ\89138009\4RSQ\RSQ\89138009\5

Contents

1.	Purpose	3
2.	Background.....	3
3.	Probity Framework	3
4.	Application of this Framework	3
5.	Roles and responsibilities	4
6.	Applicable Legislation and Policy Requirements	6
7.	Fundamental Probity Principles.....	6
8.	What is a conflict of interest?	7
9.	Obligations in relation to conflicts of interest.....	8
10.	Managing Conflicts of Interest	9
11.	Confidentiality	11
12.	Procedural fairness	12
13.	Hospitality and Offers of Employment	13
14.	Communicating with the Media.....	13
15.	Monitoring and Compliance	13
	Attachment A – Declaration of Interests– Covered Personnel.....	15
	Attachment B – Update to Disclosed Interests	22
	Attachment C – Consent by Immediate Family Member	23
	Attachment D – Declaration of Interest – Support Resources and Advisers.....	24
	Attachment E – ATAGI Deed of Confidentiality.....	26

1. Purpose

- 1.1 This document is the Probity Framework (**Framework**) applicable to the Australian Technical Advisory Group on Immunisation (**ATAGI**) as appointed by the Minister for Health and Aged Care.
- 1.2 The purpose of this Framework is to provide for the probity management of ATAGI as a non-statutory advisory body. This Framework addresses the roles and responsibilities of ATAGI members (including Ex-Officio members and Non-member Participants), Support Resources and Advisers in identifying and managing conflicts of interests, confidentiality, procedural fairness and probity generally.

2. Background

- 2.1 ATAGI is a non-statutory advisory body, responsible for advising the Minister for Health and Aged Care on the medical administration, effectiveness, and use of vaccines in Australia. Due to the public health circumstances of the past few years, particularly in relation to the occurrence of the Coronavirus (**COVID-19**) pandemic, the role and responsibility of ATAGI has received significant public interest and scrutiny.
- 2.2 In response to the increase in public awareness and focus on ATAGI's processes and functions, the Department of Health and Aged Care (**Department**) has engaged Sparke Helmore Lawyers to review and revise (if required) ATAGI's current probity policies and documentation to ensure that ATAGI's policies and processes are transparent, well-documented, defensible, and represent best practice.
- 2.3 Any persons or groups using or relying upon ATAGI's advice or recommendations can be satisfied they were produced in compliance with all probity obligations and safeguards as set out in this document.

3. Probity Framework

- 3.1 This Probity Framework has been developed as a result of Sparke Helmore Lawyer's probity review of existing ATAGI processes and consultations with the Department and ATAGI members.
- 3.2 The purpose of this Framework is to:
 - (a) ensure that a high standard of ethics and probity is achieved in all functions and activities of ATAGI, by facilitating transparency and accountability through a comprehensive conflict of interest management and confidentiality process;
 - (b) inform all Covered Personnel, Support Resources and Advisers of the probity controls, processes and principles applicable to ATAGI functions; and
 - (c) ensure all individuals involved with ATAGI have guidance on probity issues.

4. Application of this Framework

- 4.1 This Framework (including its Attachments) applies to all Covered Personnel who may be involved in any carrying out ATAGI functions. All Covered Personnel must comply with this Framework to the extent that they engage in activities connected with ATAGI.
- 4.2 Covered Personnel are those individuals identified as such in section 5 below.

5. Roles and responsibilities

ATAGI members

- 5.1 ATAGI members are appointed by the Minister for Health and Aged Care through a ministerial instrument in their individual capacity. ATAGI members are expected to:
- (a) Advise the Minister of Health and Aged Care on the medical administration of vaccines available in Australia, including those available through the National Immunisation Program (**NIP**);
 - (b) Consult with relevant organisations to produce the Australian Immunisation Handbook (**AIH**); and
 - (c) Consult and advise other public health organisations on immunisation policies, procedures and vaccine safety best practice.
 - (d) Engage with Ex-Officio members and Support Resources to perform key functions including:
 - (i) providing industry sponsors with Pre-Submission Advice for potential submissions to the Pharmaceutical Benefits Advisory Committee (**PBAC**) on vaccine effectiveness and use in Australia, including in relation to applications for amendments to the NIP;
 - (ii) leading Grading of Recommendations, Assessment, Development and Evaluations (**GRADE**) reviews for proposed changes to the Australian Immunisation Handbook; and
 - (iii) providing advice to research organisations on current immunisation literature and areas that need more research.
- 5.2 In order to perform its key functions, ATAGI members work collaboratively with Support Resources (including Vaccine Evaluation Groups) and Ex-Officio members. Experts with specialist knowledge and experience in health, regulatory, and pharmaceutical fields (**Non-member Participants**) may also be consulted by ATAGI members or invited to participate in ATAGI meetings and discussions from time-to-time. This collaborative approach is necessary to ensure ATAGI's advice is accurate, timely, and relevant to Australia's public health context.
- 5.3 For the purposes of this Framework, ATAGI members are considered Covered Personnel.

A current list of ATAGI members is maintained on the Department's website:

<https://www.health.gov.au/committees-and-groups/australian-technical-advisory-group-on-immunisation-atagi>.

Ex-Officio members

- 5.4 Ex Officio members are individuals appointed in a non-voting capacity to ATAGI by virtue of their position or role in another government health advisory, regulatory or policy body. This process is set out in the "Policies and procedures for the administration and governance of the Australian Technical Advisory Group on Immunisation" available on the Department's website: <https://www.health.gov.au/resources/publications/policies-and-procedures-for-the-administration-and-governance-of-atagi>.

- 5.5 Ex Officio members liaise with ATAGI to perform key functions including conducting GRADE reviews for updates and changes to the NIP and ensuring a consistent and coordinated public health response.
- 5.6 For the purposes of this Framework, Ex-Officio members are considered Covered Personnel. A current list of Ex-Officio members is maintained on the Department's website: <https://www.health.gov.au/committees-and-groups/australian-technical-advisory-group-on-immunisation-atagi>.

Non-member Participants

- 5.7 Non-member Participants include individuals other than ATAGI members who may be invited to attend one or more ATAGI working groups due to their specialist expertise.
- 5.8 For the purposes of this Framework, Non-member Participants are considered Covered Personnel. Covered Personnel will receive a copy of this Framework and be notified of their probity obligations as part of their induction upon commencement of their role.

Support Resources

- 5.9 Support Resources include individuals undertaking the following roles:
- (a) **Australian Public Service (APS)** employed under the *Public Service Act 1999* (Cth) and **contracted personnel** (for example embedded contractors or secondees) engaged by the Department providing Secretariat support to ATAGI; and
 - (b) **Contracted resources** engaged by the Department under existing or new contractual arrangement, to undertake specialist functions including but not limited to external Vaccine Evaluation Groups (also known as 'Evaluators') who prepare draft Pre-Submission Advice for ATAGI's consideration.
- 5.10 In addition to obligations under any existing statutory requirements, code of conduct or contractual engagements, the Department may require Support Resources to comply with this Probity Framework. Support Resources may also be required to complete and submit a Declaration of Interest substantially in the form of **Attachment D – Declaration of Interest – Support Resources and Advisers** and execute a Deed of Confidentiality substantially in the form of **Attachment E – ATAGI Deed of Confidentiality**, as applicable and where the Department determines there will be an added benefit to do so.

Advisers

- 5.11 The Department may engage external advisers (External Advisers, including Probity Advisers) from time-to-time for advice and assistance, including legal, probity, specialist and/or technical advice regarding any ATAGI action, function or decision.
- 5.12 In addition to any obligations included as part of their contractual engagement, the Department may require its Advisers to comply with this Probity Framework, including completing and submitting a Declaration of Interest substantially in the form of **Attachment D – Declaration of Interest – Support Resources and Advisers** and execute a Deed of Confidentiality substantially in the form of **Attachment E – ATAGI Deed of Confidentiality**, as applicable and where the Department determines there will be an added benefit to do so.

6. Applicable Legislation and Policy Requirements

6.1 Covered Personnel subject to this Framework who are also Commonwealth officials for the purposes of the *Public Governance, Performance and Accountability Act 2013* (Cth) (**PGPA Act**) will comply with all relevant statutory requirements and Departmental policies in the performance of activities related to ATAGI and their role.

6.2 In general, Covered Personnel should be guided by:

- (a) in the case of Commonwealth officials, their statutory duties and relevant Departmental policies; and
- (b) in the case of contracted personnel, Non-member Participants, Advisers, their contractual, professional and organisational ethical obligations,

regarding potential conflict of interests, confidentiality obligations, and any issue relating to hospitality, gifts or benefits.

6.3 All individuals subject to this Framework will act honestly and in good faith in the discharge of their duties in relation to their role and involvement with ATAGI.

7. Fundamental Probity Principles

7.1 Key probity principles that should inform all activities, recommendations, and decisions made by ATAGI include:

- (a) **Fairness and Impartiality** - Fairness and impartiality require that recommendations and decisions are based on established rules, principles and procedures, and are not made based on irrelevant considerations.
- (b) **Consistency and Transparency of Process** - ATAGI members and Support Resources will act consistently according to its documented policies and procedures for identifying and managing conflicts of interest, handling of confidential information, and procedural fairness when undertaking their roles.
- (c) **Identifying and Managing Conflicts of Interest** - This Framework provides guidance on the effective management of risks arising from conflicts of interest by setting out disclosure processes and risk management strategies upon the identification of potential conflicts. Declared interests will not be viewed prejudicially nor as evidence of wrongdoing, instead facilitate transparency and ensure maintenance of the integrity of ATAGI's decision-making.
- (d) **Managing Confidential Information appropriately** – This Framework provides guidance to Covered Personnel, Support Resources and Advisers on the storage, sharing and use of information that is confidential to the Department or a third party.
- (e) **Establishing and Maintaining Records** - Probity is the evidence of ethical behaviour. That evidence is created through sound record-keeping practices, including a practice of documenting all decision-making processes. ATAGI will ensure that robust records of the reasoning behind the advice and recommendations it makes are properly documented and readily accessible to Covered Personnel and for authorised release, with written approval from the Secretariat (with consultation with the ATAGI Chair, if required) and in accordance with this Framework.

8. What is a conflict of interest?

- 8.1 For the purpose of this Framework, a conflict of interest is any interest, affiliation, circumstance or duty that:
- (a) conflicts with an individual's ability to perform their duties in relation to their role in ATAGI in a proper and impartial manner, or
 - (b) is reasonably likely to be viewed by others as impacting an individual's ability to perform their duties in relation to ATAGI in a proper and impartial manner.
- 8.2 A conflict of interest may be actual (a real, present conflict), potential (a circumstance which has not yet arisen, but which would constitute a conflict if it arose), or perceived (a circumstance that is reasonably likely to lead others to believe that there is a conflict). A conflict of interest may involve the possibility of financial gain or loss for the affected individual or their immediate family or close associates. It may also arise in the absence of any financial connection, through a prior employment relationship, a research grant, conference or event attendance, long-term personal relationship, personal or religious belief, or other affiliation.
- 8.3 It is acknowledged that the work of ATAGI members and Ex-Officio members will be generally part-time in nature and members may hold concurrent roles in public health, medicine, research, academia, and regulatory health fields or are closely associated with those that do.
- 8.4 However, it is essential that the activities and recommendation(s) of ATAGI are robust and impartial, drawing on the most accurate and reliable information, without being influenced by any conflict of interest affecting any Covered Personnel, Support Resource, or Adviser, in particular ATAGI members.
- 8.5 The procedures and processes in this Framework aim to ensure an appropriate and defensible balance between those two goals. Following the processes in this Framework will also ensure that the conduct of ATAGI functions and activities accords with sound corporate governance practices, and will contribute to the defensibility and reliability of any decisions, advice, recommendations, or outcomes developed by ATAGI.
- 8.6 This Framework adopts the following principles to inform obligations and procedures for ATAGI, Covered Personnel, Support Resources and Advisers:
- (a) **Transparency:** The declared interests of all ATAGI members and Ex-Officio members will be disclosed to all other ATAGI members, to minimise any real or perceived opportunity for an ATAGI member or Ex-Officio member to advance a personal or business interest via participation in ATAGI;
 - (b) **Balance:** The ATAGI members and Ex-Officio members formally appointed by the Minister and are drawn from a diverse group including technical experts and stakeholder representatives that have demonstrated expertise in a number of fields, to ensure that no one interest is over-represented; and
 - (c) **Documentary record-keeping:** The Secretariat will maintain full and detailed records of:
 - (i) all conflict of interest disclosures and any updates provided by Covered Personnel, Support Resources and Advisers; and

- (ii) where applicable, Minutes of ATAGI meetings identifying the individuals present, and details of any person that excuses themselves from the discussion of any agenda item on the basis of an actual, potential, or perceived conflict.

9. Obligations in relation to conflicts of interest

9.1 Covered Personnel are responsible for:

- (a) Declaring any and all conflicts of interest upon commencing work relating to ATAGI and prior to attending any ATAGI meetings (using the Declaration of Interest substantially in the form of **Attachment A – Declaration of Interests– Covered Personnel** or as otherwise advised by the Department);
- (b) Providing an Update to Disclosed Interests as the circumstances require (using the form at **Attachment B – Update to Disclosed Interests** or as otherwise advised by the Department);
- (c) Actively seeking to avoid any situation in which their personal or professional interests could directly conflict with any role or duties in relation to their capacity or role within ATAGI;
- (d) Reviewing all meeting agendas (as applicable to their role) promptly upon receipt to identify any items that may give rise to a conflict of interest;
- (e) When a conflicted agenda item is announced at any meeting:
 - (i) If excluded in accordance with paragraph 10.7(a), excuse themselves from the room for the duration of all discussion on that item;
 - (ii) If subject to limited duties in accordance with paragraph 10.7(b), restrict their participation in any discussion to the extent required;
 - (iii) If required to maintain transparency in accordance with paragraph 10.7(c), declare the relevant conflict of interest to meeting attendees when prompted, which may be my prior email notification; and
 - (iv) If subject to a newly declared conflict on which no decision has been made in accordance with section 10, act as if excluded in accordance with 10.7(a) until advised otherwise.

9.2 Support Resources and Advisers are responsible for, if requested by the Department:

- (a) Declaring any and all conflicts of interest upon commencing work relating to ATAGI and prior to attending any ATAGI meetings or participation in any discussions (in the form of **Attachment D – Declaration of Interests– Support Resources and Advisers** and/or **Attachment B – Update to Disclosed Interests** or as otherwise advised by the Department);
- (b) Review all meeting agendas promptly upon receipt to identify any items that may give rise to a conflict of interest; and
- (c) Comply with any instructions and risk management strategies as directed by the ATAGI Secretariat, ATAGI Chair, Deputy Chair, or Consumer Representative on advice from Probity Advisers where required.

- 9.3 Completed Declarations of Interest forms must be sent to the ATAGI Secretariat for record-keeping, to be assessed by the ATAGI Chair, Deputy Chair, and Consumer Representative.
- 9.4 For the purposes of public accountability and transparency, declared interests by ATAGI members and Ex-Officio members will be maintained by the Department. Where considered appropriate by the Department, details of other current appointments or affiliations may be published on the Department's website. Details published will not include any sensitive, confidential, or personal information. Consultation with relevant Covered Personnel will be undertaken in accordance with the Department's internal information release and/or Freedom of Information processes prior to publication of any personal information relevant to the Covered Personnel.
- 9.5 All declarations of interest, including those which are determined not to be material, are recorded and stored by the ATAGI Secretariat within the Department, with these records available for review by all ATAGI members and Ex-Officio members upon request. In accordance with section 9.4 above, declared conflicts of interests may be released to the public (upon request) or otherwise made available on the Department's website, in accordance with the Department's internal information release and/or Freedom of Information processes.

10. Managing Conflicts of Interest

- 10.1 Once a disclosure has been made as required under section 9.1 above, it will be assessed by the Chair, Deputy Chair, Department of Health and Aged Care ATAGI Ex-Officio Member, and Consumer Representative of ATAGI (**Assessment Panel**) using the ATAGI Conflict of Interest decision-making algorithm as a guide, for the purposes of determining materiality and categorisation into the required treatment. Where the declaration is made by the Chair, Deputy Chair or Consumer Representative of ATAGI, they will excuse themselves from the assessment process, with a suitable representative from the ATAGI Secretariat stepping in to undertake their role within the Assessment Panel.
- 10.2 An assessment of materiality depends on the circumstances of each disclosure and is a matter for the judgement of the Assessment Panel having regard to the guidance in this Framework and any advice that may be obtained from a Probity Adviser. To be 'material', an interest needs to be of a type that can give rise to a potential, actual or perceived conflict of interest. If no reasonable person could draw a connection between the individual's interest and their duties, then the declared interest is not material. The guidance in **Attachment A – Declaration of Interests– Covered Personnel** to this Framework sets out further examples of the type of conflicts that may be declared, which may be considered when assessing materiality.
- 10.3 All declarations of interest, including those which are determined not to be material, are recorded and stored by the ATAGI Secretariat within the Department, with these records available for review by all ATAGI members and Ex-Officio members upon request. In accordance with section 9.4 above, declared conflicts of interests may be released to the public (upon request) or otherwise made available on the Department's website in accordance with the Department's internal information release and/or Freedom of Information processes.
- 10.4 Where a conflict of interest is determined by the Assessment Panel not to be material, it will typically require no further management. The mere fact of disclosure and

consideration by the Assessment Panel (with further monitoring as appropriate) should be sufficient to manage any actual or perceived risk to ATAGI and/or the Department.

- 10.5 The Department is responsible for assessing a Declaration of Interest made by a Support Resource or Adviser under section 9.2 of this Framework. Where a material conflict is identified in relation to a Support Resource or Adviser, the Department (with agreement from the Assessment Panel, where appropriate) will take all reasonable steps to implement appropriate mitigation strategies to manage any declared conflict or if required, remove that individual from ATAGI activities with which they are conflicted. If required, the Department will inform ATAGI members of any conflicts declared by Support Resources and Advisers.
- 10.6 Where a conflict of interest declared by an ATAGI member, Ex-member or Non-member Participant is determined by the Assessment Panel to be material, the Assessment Panel (with advice from Probity Advisers if required) will determine any standing management strategies that will be implemented. In determining the mitigation strategy to apply, the Assessment Panel will seek to balance the benefits to be gained from the person's participation and the risk to the integrity and defensibility of ATAGI's activities output where a conflict exists. The ATAGI Secretariat will record all conflicts of interest declared and the relevant management strategy applied, where relevant.
- 10.7 The Assessment Panel may apply one of the following management strategies and will be guided by the main principles of ATAGI Conflict of Interest decision-making algorithm in their assessment:
- (a) **Category A: Exclusion from discussions:** The Assessment Panel may decide that the ATAGI member, Ex-member or Non-member Participant must not participate in any discussions in relation to a particular matter or type of matter. Information within the scope of conflict will be shared or disclosed with the affected individual and they will be informed of the Assessment Panel's decision. The individual will be excluded from the meeting (or where appropriate, the portion of the meeting) and any activities connected with the conflict declared. In this case the ATAGI Secretariat will:
- (i) record the individual as excluded from any discussion, meeting or other activity connected with the subject matter of the conflict,
 - (ii) record the extent of the conflict,
 - (iii) ensure that no information within the scope of the conflict is distributed to or received from the conflicted individual,
 - (iv) where relevant, assist the conflicted individual to exclude themselves from any relevant component of all future ATAGI meetings, and
 - (v) where relevant, ensure the conflicted individual's departure is properly recorded in the Minutes of each ATAGI meeting.
- (b) **Category B: Limited Duties:** The Assessment Panel may decide that the ATAGI member, Ex-member or Non-member Participant participates in a limited scope in discussions relating to a particular matter or type of matter. For example, the conflicted individual may be permitted to:
- (i) **Participate but not provided final endorsements or make decisions** – such that the conflicted individual may review documents and contribute to ATAGI discussions to the extent appropriate considering the conflict

present, but be excluded from any decision-making process on a particular matter or type of matter (**Permissible Participation**);

- (ii) **Participate in an advisory capacity** – such that the conflicted individual may respond to questions within their technical or specialist area of expertise (either in writing or during ATAGI meetings) but not otherwise review information or contribute to ATAGI activities to the extent of the conflict, and be precluded from contributing to ATAGI discussions to the extent appropriate considering the conflict present, and excluded from any decision-making process on a particular matter or type of matter (**Precluded Participation**).

In this case, the ATAGI Secretariat will:

- (i) record the conflicted individual as being subject to either Permissible Participation or Precluded Participation in relation to the subject matter of the conflict,
 - (ii) record the extent of the conflict,
 - (iii) ensure that no information captured by the conflict and falling outside of the Limited Duties is distributed to the conflicted individual,
 - (iv) where relevant, assist the conflicted individual to exclude themselves from (or limit their participation in) any relevant component of an ATAGI meeting; and
 - (v) where relevant, ensure the conflicted individual's departure (or Limited Duties) is properly recorded in the Minutes.
- (c) **Category C: Transparency:** The Assessment Panel may decide that the disclosure of the conflict of interest is sufficient, and the conflicted individual may participate in full. All other ATAGI members must be made aware of the conflict of interest.
 - (d) **Category D: Recorded for noting only:** The Assessment Panel may decide that the disclosure of the conflict of interest is sufficient. The interest declared may not be considered to give rise to a conflict, or that the conflict arising is so immaterial that documentation is sufficient. Other ATAGI members do not need to be made aware of the declared interest.

10.8 Meeting papers for ATAGI meetings will not be sent to members, until a Declaration of Interest form has been completed and returned.

11. Confidentiality

11.1 All Covered Personnel must execute a Deed of Confidentiality substantially in the form of **Attachment E – ATAGI Deed of Confidentiality**. The Department may also require Support Resources and Advisers to execute a Deed of Confidentiality substantially in the form of **Attachment E – ATAGI Deed of Confidentiality**.

11.2 Covered Personnel, Support Resources and Advisers must keep information received in the course of their role secure at all times and must not share ATAGI information for any reason other than as required to perform their duties and in accordance with the requirements of **Attachment E – ATAGI Deed of Confidentiality** or existing statutory and contractual confidentiality obligations, as applicable.

- 11.3 Documents, particularly those containing commercial-in-confidence, deliberative, or confidential personal information where shared electronically, must only be accessed via secure password protected servers provided by the Department and/or ATAGI. Confidential documents must not be downloaded onto personal devices or servers, nor shared as attachments to emails, where either of these acts requires the confidential information to be extracted from the secure platform, without written permission by the ATAGI Secretariat.
- 11.4 Covered Personnel, Support Resources and Advisers must be careful to maintain confidentiality and security of information in the remote working environment. Except as authorised in writing by the ATAGI Secretariat, documents must only be accessed from devices which are password protected, in accordance with any information security guidance or requirements set out by the Department. For particularly sensitive information, the ATAGI Secretariat may arrange for secure dissemination, which may include two-factor authentication, password protection or other additional information security measures.

Limiting access to ATAGI confidential information

- 11.5 Attendance at ATAGI meetings by Ex-Officio members, Support Resources and Advisers is to be limited to those individuals that have a clearly defined genuine need to attend, gain access to and hold information relevant to ATAGI meetings. Ex-Officio members, Support Resources and Advisers must only access to such information as they require to discharge their role. This may include limiting the number of documents that they open and read, and limiting the amount of time spent attending ATAGI meetings to only those agenda items for which they have a clear role.
- 11.6 Any hard copy (electronic, including CD, or paper) of any ATAGI material, whether provided by the Department or generated by the Covered Personnel, Support Resources or Advisers (such as printed copies of documents for offline review) should be either destroyed, stored or returned as per instructions from the ATAGI Secretariat.
- 11.7 The ATAGI Secretariat will advise when copies of documents should be returned or destroyed securely in accordance with Department policy.
- 11.8 Any breaches of confidentiality should be reported to the ATAGI Secretariat and referred to the Probity Adviser (if appointed) where necessary for consideration and advice.

12. Procedural fairness

- 12.1 ATAGI key functions involve partaking in review and assessment processes, including providing Pre-Submission Advice to vaccine sponsors' applications for amendments to the NIP and leading GRADE review for proposed changes to the AIH.
- 12.2 In undertaking these activities, ATAGI will have due regard to the need to afford all sponsors with procedural fairness. Procedural fairness includes, in this context:
- (a) considering all information put forward by a sponsor and other relevant parties;
 - (b) allowing parties to comment on any preliminary conclusions noted in the ATAGI summary paper on the application, that may adversely affect them;
 - (c) providing a reasonable timeframe for sponsors or other stakeholders to provide information to ATAGI (including responses to questions and comments on preliminary conclusions); and

- (d) taking into account any special circumstances known to ATAGI that are relevant to the processes at hand to provide further clarification or input. This may include holding meetings or telephone discussions in addition to considering written material where, in the opinion of ATAGI, there are sound reasons for doing so.

13. Hospitality and Offers of Employment

- 13.1 Covered Personnel and Support Resources may be placed in situations where they are in receipt of (or the provider of) hospitality, gifts or benefits with a value of AUD20 or more (including offers of employment) which have the potential to undermine their own reputations and the integrity of ATAGI's conduct.
- 13.2 Covered Personnel and Support Resources should decline offers of hospitality or gifts from any party that is likely to be directly impacted by the recommendations or decisions of ATAGI or could be perceived by others as attempting to influence the activities of ATAGI.
- 13.3 If Covered Personnel and Support Resources consider it is appropriate in all the circumstances to accept the offer, or is unsure whether it is appropriate to accept the offer and require advice, they should disclose the circumstances to the ATAGI Secretariat who will then notify the Assessment Panel. Where Covered Personnel and Support Resources choose to accept an offer of hospitality or gift, they must declare this as a new interest using the form provided at **Attachment B – Update to Disclosed Interests**. Probity Advisers may be consulted if required to provide assistance in determining an appropriate response.

14. Communicating with the Media

- 14.1 For ATAGI members, where required to comment or appear as an ATAGI representative, this Framework does not amend the media engagement processes applicable under the *"Policies and procedures for the administration and governance of the Australian Technical Advisory Group on Immunisation"* available via: <https://www.health.gov.au/resources/publications/policies-and-procedures-for-the-administration-and-governance-of-atagi>. ATAGI members are required to comply with section 16 of that document.
- 14.2 Before providing any information about ATAGI to the media when acting in their capacity as Ex-Officio members and Support Resources, the below requirements should be followed:
 - (a) all information must be confirmed as accurate;
 - (b) all information must be approved for release by the ATAGI Secretariat in writing; and
 - (c) Ex-Officio members and Support Resources should only provide information to the media through the ATAGI Secretariat. This ensures both coordination and consistency of messaging.

15. Monitoring and Compliance

- 15.1 The ATAGI Secretariat will oversee the implementation of this Framework and seek assistance from Probity Advisers as and when required.
- 15.2 Covered Personnel, Support Resources and Advisers may ask questions or raise concerns regarding the application of the Probity Framework with the ATAGI Secretariat at any time.

- 15.3 Covered Personnel, Support Resources and Advisers are responsible for reporting to the ATAGI Secretariat on any potential or suspected breach of this Framework. Covered Personnel, Support Resources and Advisers will be expected to provide reasonable assistance to the Department in investigating any breach and minimising its impact on the reputation and functions of ATAGI.

Document Authorisations

Prepared by: Sparke Helmore Lawyers, July 2023

Endorsed by: The Australian Technical Advisory Group on Immunisation

Administered by: Department of Health and Aged Care

Attachment A – Declaration of Interests– Covered Personnel

1. What is a conflict of interest?

A conflict of interest is any interest, affiliation, circumstance or duty that may influence, or may appear to influence, the objective exercise of your obligations and performance of your role as an ATAGI member, Ex-Officio member or Non-member Participant assisting ATAGI.

A conflict of interest is an interest which may be perceived by the reasonable observer to likely cause your objective judgment to be compromised, biased or partial.

Conflicts of interest may be actual, potential, or perceived.

The test is to ask whether it would be reasonable for a person (such as a sponsor, a journalist, or any other person) to think that your judgment and objectivity might be biased because of the interest in question? Would others trust your judgment if they knew the situation you were in?

For more information about conflicts of interest, please refer to the **Probity Framework**.

2. Relevant interests

The table below sets out examples of conflicts of interest grouped by type. Covered Personnel should have regard to this table to ensure that all actual, potential or perceived conflicts have been declared.

Financial interests – direct	<ul style="list-style-type: none"> • Investments • Shareholdings (excluding superannuation that is not self-managed) • Trusts • Partnerships • Directorships • Executive or non-executive board memberships (including advisory boards) • Paid employment, including <ul style="list-style-type: none"> ○ Consultancies ○ Commission fee-paid work ○ Paid speaker fees (on a regular or one-off basis) ○ Expert advisory fees (provided on a regular or one-off basis) ○ Sponsorship or event engagements • Grants, including <ul style="list-style-type: none"> ○ Fellowships (for the nominee or an employee/student managed by the nominee) ○ Research grants (e.g. principal investigator for clinical trials, product development, including where the employer or research may have received a sponsorship, donation or funding from an industry sponsor) ○ Education grants • Hospitality, including <ul style="list-style-type: none"> ○ Travel grants (including flights, accommodation or conference fees, regardless of whether they are linked to speaking responsibilities) ○ Food and/or beverage ○ Gifts and gratuities (including, wine, merchandise, or any gifts over AUD 20)
Financial interests – indirect	<ul style="list-style-type: none"> • An indirect financial interest can be any of the above direct interests which are held by a family member, close friend or another person with a close personal relationship to the member. For example: this includes a close family member owning shares or receiving a grant from an industry sponsor.

	<ul style="list-style-type: none"> • These close personal relationships include those formed through work or engagement with local community including sporting, social, cultural or voluntary activities.
Professional interests	<ul style="list-style-type: none"> • Participation in a clinical trial (i.e. not the principal investigator) • Membership of a non-government organisation (NGO) or professional organisation that accepts sponsorship or other in-kind support from an organisation or company whose interests are within the scope of the ATAGI committee/subcommittee terms of reference • Ad-hoc assistance to patients (e.g. access to medicines through pharmaceutical company compassionate access schemes) • Authoring or co-authoring (including peer-review) of industry sponsored research papers and articles, whether paid or unpaid
Personal/private interests	<ul style="list-style-type: none"> • For the purposes of identifying any potential (including perceived potential) to derive personal benefit from an ATAGI recommendation or decision, members are asked to declare relevant medical conditions, including those that may be affecting close family members. Where close family members do not provide their consent to the disclosure of their personal information, members are asked to de-identify the relevant information before it is provided. • Personal beliefs that are well known publicly or semi-privately, that relate to an organisation or company whose interests are within the scope of the ATAGI committee/subcommittee/advisory or ATAGI's terms of reference; or to the Australian Government (including those expressed on social media) • Public statements in a professional or personal capacity that relate to an organisation or company whose interests are within the scope of the ATAGI committee/subcommittee/advisory or ATAGI's terms of reference, or to the Australian Government.

Declared interests will be assessed in accordance with the Probity Framework. Once declared interests are assessed for degree of materiality, appropriate management (if required) will be notified to the individual and recorded in the minutes of the ATAGI meeting for visibility of all ATAGI members. This may include restrictions on the degree of permissible participation for topics or activities related to the declared interest.

All declared interests and any mitigation strategies applied, will be recorded, and stored securely internally by the ATAGI Secretariat. For the purposes of public accountability and transparency, declared interests by ATAGI members and Ex-Officio members will be maintained by the Department, which may be released to the public (upon request) or otherwise made available on the Department's website subject to any personal or sensitive information being redacted, and in accordance with the Department's Information Release and/or Freedom of Information processes.

3. Obligations regarding making declarations

ATAGI members, Ex-Officio members and Non-member Participants (all Covered Personnel) must:

- (a) complete this Declaration of Interest form, disclosing any relevant interests and provide this document to the ATAGI Secretariat two (2) weeks prior to commencing their role;
- (b) if they are attending an ATAGI meeting or discussion for the first time, and have not previously completed a Declaration of Interest form, must complete this Declaration of Interest form disclosing any relevant interests and provide this document to the ATAGI Secretariat two (2) weeks prior to participating in a scheduled meeting or discussion;

- (c) if they have previously completed this completed a Declaration of Interest form, they must notify the ATAGI Secretariat two (2) weeks prior to participating in a scheduled meeting or discussion, whether or not they have any conflicts to be declared due to an ATAGI meeting topic or agenda item, or any updates to make, submitting an updated declaration to the ATAGI Secretariat in the form of **Attachment B – Update to Disclosed Interests**; and
- (d) act as necessary to avoid or manage any conflicts identified as directed.

If an actual, perceived or potential conflict of interest arises during the term of your membership or participation, you must:

- (a) immediately notify the ATAGI Secretariat; and
- (b) act as necessary to avoid or manage the conflict as directed.

In addition, you must not:

- (a) take, or seek to take, advantage of your role to obtain a benefit from some other person;
- (b) accept a benefit connected with your role from someone without the approval of the ATAGI Secretariat; or
- (c) request, receive or obtain any property or benefit for yourself or another person on the understanding that the exercise of your obligations or role will or may be influenced.

You will not receive access to ATAGI information and documents until the above processes have been completed and all required forms returned.

4. Declaration

I, _____ declare:

I understand the importance to the Department of ensuring that the integrity of ATAGI and its recommendations and decisions is maintained. I understand that, as part of ensuring the integrity of the ATAGI, it is important for the Department to identify, and manage, all conflicts of interest.

[Delete whichever is inapplicable]

Having made all reasonable inquiries, I do not have any relationship or interest (whether financial, professional, private, or other) that gives rise to an actual, perceived or potential conflict with my obligations and role as a member or participant of ATAGI.

OR

Having made all reasonable inquiries, I have the following relationships or interest (whether financial, professional, private, or other) which could result in, or could be perceived by others to be likely to result in, an actual, perceived or potential conflict between my obligations and role as a member or participant of ATAGI:

4.1 Financial interests

If you are receiving or have received funds or any other benefit from, or are aware of obtaining or being eligible for any future advantage or benefit from companies, investments, trusts or other institutions (particularly those with an interest in, or having a connection with the

development, manufacture and distribution or use of a product or service relevant to the Committee's responsibility), it is possible that a potential conflict of interest may arise if you are appointed to a Committee. You are asked to list the names of the companies, investments, trusts or partnerships from which you currently receive, or are likely in the near future to receive, or have at any time during the past five years received, funds, any advantage or benefit, under the following headings:

Shareholdings, executive or non-executive board membership (including advisory boards) (over the past 5 years from the date of your first declaration (if this is the first declaration) or from the date of your previous declaration)

Date(s)	Organisation/ Company	Details of Interest	Payment amount and period	Currently in receipt? Y/N

Paid employment, including consultancy, commissioned fee-paid work, paid speaker, paid expert adviser (over the past 5 years from the date of your first declaration (if this is the first declaration) or from the date of your previous declaration)

Date(s)	Organisation/ Event/ Project	Details of Interest (Please include whether payments were made directly to you or third party – i.e. university, hospital, research body)	Payment amount and period	Currently in receipt? Y/N

Fellowships, research or education grants (over the past 5 years from the date of your first declaration (if this is the first declaration) or from the date of your previous declaration)

Date(s)	Organisation	Details of Interest (Please include whether payments were made directly to you or third party – i.e. university, hospital, research body)	Payment amount and period	Currently in receipt? Y/N

Travel grant or conference fees or other hospitality (greater than \$20) (over the past 5 years from the date of your first declaration (if this is the first declaration) or from the date of your previous declaration)

Date(s)	Organisation/ Event	Details of Interest (Please include source of payment and intended purpose – i.e. attendance, speech, poster, presentation, paper etc.)	Payment amount and period	Currently in receipt? Y/N

Any other direct or indirect pecuniary interest (e.g. other investments, partnerships, trusts, ownership of a patent for a therapeutic good or ownership by employer, investments in self-managed superannuation fund) (over the past 5 years from the date of your first declaration (if this is the first declaration) or from the date of your previous declaration)

Date(s)	Organisation/ Event	Details of Interest (Please include source of payment)	Payment amount and period	Currently in receipt? Y/N

4.2 Professional Interests

Please include:

- any involvement in a company or organisation involved in the development, manufacture or marketing and distribution of immunisation products or services, including:
 - membership of advisory board, in the last 5 years or likely;
 - accepting sponsorship of an event or for a professional organisation from such a company or organisation in the last 5 years or likely;
 - provision by such a company or organisation of ad hoc support for a patient or student of the potential committee member in the last 5 years or likely;
 - participation in clinical immunisation trials (whether as principal investigator, contributor of patients or otherwise) in the last 5 years or likely;
 - involvement as a researcher or academic contributor or in any other capacity in relation to therapeutic goods or their development in the last 5 years or likely, where this is a sponsor supported or endorsed research or development.

Date(s)	Organisation/ Event	Details of Interest (Please include source of payment)	Payment amount and period	Currently in receipt? Y/N

4.3 Other relevant interests

Please list any other interests which may give rise to a potential or actual (or the perception of such) conflict to your membership or participation in relation to topics that could be before ATAGI:

- any interests that would, but for the 5 year time period, come within financial or professional interests listed above;
- personal interests such as strong personal, philosophical or religious beliefs or convictions or personal or family relationships; and
- any financial, professional, private or other interests of your immediate family or others in a close personal relationship of which you are aware (which must be supported by consent given in the form of **Attachment C – Consent by Immediate Family Member**).

Date(s)	Type of interest	Details of Interest	Payment amount and period	Currently in receipt? Y/N

--	--	--	--	--

[If any interest have been declared under sections 4.1 to 4.3 above] I agree to take such reasonable steps as are or may be required of me by the Department and ATAGI to ensure that my involvement with ATAGI does not compromise the integrity of ATAGI or its recommendations or decisions by reason of the interests declared above.

I will immediately inform the Department and ATAGI if my circumstances change in such a manner as to affect the accuracy of the statements made above.

Signed:

Print name:

Role:

Date: / /

Attachment B – Update to Disclosed Interests

NAME: _____

POSITION: _____

I declare the following interests, relationships or other engagements, of which I have become aware, or which have occurred since my previous disclosure, including as applicable with respect to a topic or agenda item to be discussed during an ATAGI meeting:

Name: _____

Signature: _____

Date: _____

Attachment C – Consent by Immediate Family Member

This form is to be completed by immediate family member/s of Covered Personnel, should circumstances arise in which the person considers that the private financial and other interests of the family member/s could or could be seen to influence the advice they are taking or the advice they are giving.

NAME OF IMMEDIATE FAMILY MEMBER: _____

RELATED TO: _____

RELATIONSHIP: _____

Please list any private interests or relationships which could or could be seen to influence a Covered Personnel in carrying out his/her/their role and/or the advice they are giving.

The types of interests and relationships that may need to be disclosed include real estate investments, shareholdings, trusts or nominee companies, company directorships or partnerships, other significant sources of income, significant liabilities, gifts, private business, employment, voluntary, social or private relationships, medical conditions, or publicly or semi-privately held beliefs that could or could be seen to impact upon the person’s responsibilities.

I am aware that my information has been collected for the purpose of identifying interests that could (or could be seen) to influence the advice of the person covered by the ATAGI Probiy Framework. I am aware of the Privacy Principles set out in the *Privacy Act 1988* (Cth) which authorise the collection and the third parties to whom my personal information may be disclosed. I consent to the collection of my personal information by the Department of Health and Aged Care for carrying out and supporting the functions of the Australian Technical Advisory Group on Immunisation.

Name: _____

Signature: _____

Date: _____

Attachment D – Declaration of Interest – Support Resources and Advisers

A copy of this declaration must be forwarded to the ATAGI Secretariat [\[insert email address\]](#).

Name:

Position Title, Organisation:

Role in the Project:

Acknowledgement of obligations

1. I acknowledge that:
 - 1.1 my duties involve advising ATAGI as per my engagement;
 - 1.2 I am aware of my responsibility to act in accordance with the ATAGI Probity Framework; and
 - 1.3 I am required to declare any conflicts of interest (such as financial, professional, private interests or relationships) which could, or could be seen to, influence or impact on the performance of my role in advising ATAGI.

Declaration of interests and disclosure statement

2. I declare that:
 - 2.1 the list of any interest identified below has been prepared on the basis of my personal circumstances and particular role;
 - 2.2 with the exception of any interest identified below, to the best of my knowledge and belief, no actual, potential or perceived conflict of interest exists which may hinder or prevent me from exercising fairly and impartially, and in the best interests of the Department of Health and Aged Care and ATAGI, any activity related to ATAGI or its functions;
 - 2.3 I will use my best endeavours to ensure that no situation arises which may give rise to an actual, potential or perceived conflict of interest;
 - 2.4 I will notify the ATAGI Secretariat immediately if any circumstances arise or I become aware of any circumstances that have arisen, during the course of carrying out my role, which may give rise to an actual, potential or perceived conflict of interest and will comply with any directions for dealing with that conflict of interest.
3. I undertake to immediately inform the ATAGI Secretariat of any changes to:
 - 3.1 my responsibilities or to the issue or subjects on which I am required to make decisions or give advice; or
 - 3.2 my personal circumstances that could affect the contents of this declaration and to provide an amended declaration/s using this pro forma.
4. I declare that to the best of my knowledge neither I nor any member of my immediate family have any interests (pecuniary or otherwise) which could possibly be construed as having any influence, or perceived to have any influence, on the proper

and objective performance by me of my duties in relation to ATAGI other than as detailed below.

Declaration Listing:
[if Nil to declare – write NIL]

Name: _____

Signature: _____

Date: _____

Attachment E – ATAGI Deed of Confidentiality

Details

Date

_____ / _____ / _____
 day month year

Parties

This Deed is made by:

Name [Name of counterparty]
 Short form name **Confidant**
 Address details [insert email address]
 [insert postal address]
 [insert physical address]

in favour of and legally enforceable by:

Name The Commonwealth of Australia as represented by the Department of Health and Aged Care
 ABN 83 605 426 759
 Short form name **Department**
 Address details [insert email address]
 [insert postal address]
 [insert physical address]

1. Recitals

This Deed is made in the following context:

- (a) The Confidant will receive have access to or contribute to Confidential Information belonging to the Commonwealth. This includes, but is not limited to, information that is received, has been developed by, or considered by the Australian Technical Advisory Group on Immunisations (ATAGI).
- (b) The Commonwealth requires and the Confidant agrees that it is necessary to take all reasonable steps (including the execution of this Deed for the benefit of the Commonwealth) to ensure that Confidential Information is kept confidential, is not disclosed to any person that is not authorised to receive it, and is only used for the Permitted Purpose.
- (c) The Confidant gives the undertakings set out in this Deed in respect of his/her/their role with Australian Technical Advisory Group on Immunisations (ATAGI) in a personal capacity.

2. Definitions

In this Deed:

ATAGI means the Australian Technical Advisory Group on Immunisations.

Confidential Information means Information, documents and data (whether or not owned by the Commonwealth) that:

- (a) is provided to the Confidant either directly or indirectly or that the Confidant otherwise accesses, becomes aware of, or creates (including all copies and notes that the Confidant makes) due to the Permitted Purpose;
- (b) is reasonably designated in any way by the Department or its owner (including any industry or third-party stakeholders) as confidential;
- (c) is by its nature confidential; or
- (d) the Confidant knows or ought to know is confidential,

but does not include information which:

- (e) is or becomes public knowledge other than by breach of this Deed;
- (f) is in the lawful possession of the Confidant without restriction in relation to disclosure before the date of receipt from the disclosing party;
- (g) has been independently developed or acquired by the Confidant; or
- (h) the Confidant is permitted or required to disclose by law.

Copy means any document, device, article or medium in which Confidential Information is, or may be, embodied, whether directly or indirectly.

Deed means this deed poll.

Department means the Commonwealth of Australia represented by the Department of Health and Aged Care ABN 83 605 426 759.

Information includes Confidential Information, Personal Information and Secret Information.

Permitted Purpose means:

- (a) for the purpose of participating in ATAGI meetings (including if applicable, as an appointed ATAGI member);
- (b) carrying out functions for or providing advice to ATAGI; and
- (c) any other purpose that may be approved in writing by the Department from time to time.

Personal Information has the meaning given in section 6(1) of the *Privacy Act 1988* (Cth).

Secret Information means information about an individual or organisation that is required to be kept secret by legislation administered by the Department (for example under the *Health Insurance Act 1973* (Cth) and the *National Health Act 1953* (Cth)).

3. Acknowledgement

By executing this Deed the Confidant acknowledges:

- (a) the truth and accuracy of the statements in the Background in every particular and covenants and agrees to the terms of the Deed set out below;
- (b) that it could cause significant loss and damage to the Commonwealth if I use or disclose the Confidential Information, Personal Information or Secret Information other than for a Permitted Purpose; and
- (c) that as information that the Confidant gains access to in the course of performing his/her/their role, is likely to be sensitive and confidential, even where it may not be marked as confidential, and as a result will in the first instance treat all non-public information as confidential.

4. Obligations

- (a) The Confidant must use or disclose, or permit the use and disclosure of, the Confidential Information, Personal Information and/or Secret Information only as is legitimate and necessary for the Permitted Purpose and strictly in accordance with this Deed and any additional conditions advised by the Department from time to time or with the Department's prior written consent.
- (b) Subject to clauses 4(c) and 5, the Confidant will not, without the prior written authorisation of the Department, disclose any Confidential Information, Personal Information and/or Secret Information to any person, unless the disclosure is required by law. In giving its authorisation, the Department may notify the Confidant of conditions on the disclosure and the Confidant must comply with these conditions.
- (c) Where the Confidant is required by law to disclose the Confidential Information, Personal Information and/or Secret Information, the Confidant must:
 - (i) use its best endeavours to notify the Department prior to disclosing the Information;
 - (ii) provide to the Department full details of the relevant legal requirement and information to be disclosed; and
 - (iii) take any reasonable action requested by, and reasonably

cooperate with any action taken by, the Department to challenge, prevent or limit such disclosure.

- (d) The Confidant must secure all Confidential Information, Personal Information and Secret Information against loss and unauthorised access, use, modification or disclosure.
- (e) The obligations arising out of this Deed are in addition to any obligations of confidence at common law or in equity.

5. Exceptions to obligations

- (a) The Confidant's obligations under clause 4 will not be taken to have been breached to the extent that Confidential Information, Personal Information and/or Secret Information:
 - (i) is required by law to be disclosed court order or a regulatory body (including a relevant stock exchange); or
 - (ii) is in the public domain otherwise than due to a breach of this Deed by the Confidant.
- (b) Where the Confidant discloses Confidential Information, Personal Information and/or Secret Information under clause 5(a) it must make sure that the recipient has a "need to know and hold" the Information and advise the recipient that the information is confidential or subject to secrecy and privacy protections, such that an offence could apply if the person misuses or shares the Information.
- (c) Clauses 5(a) and 5(b) do not limit the operation of clause 4(c).

6. Privacy and Secrecy

- (a) The Confidant agrees, in relation to the use of the Confidential Information, where it contains Personal Information and/or Secret Information, to comply with:
 - (i) its obligations under the *Privacy Act 1988* (Cth) or applicable secrecy provisions and not to otherwise do any act or engage in any practice which, if done or engaged in by the Department, would be a breach of an Australian Privacy Principle under the *Privacy Act 1988* (Cth) or any applicable secrecy provisions; and
 - (ii) any directions, guidelines, determinations or recommendations of the Department or the Commonwealth of Australia to the extent that they are consistent with the obligations referred to in clause 6(a)(i).
- (b) The Confidant agrees to notify the Department immediately if it becomes aware of a breach or possible breach of any of its obligations under clause 6(a).

7. Confidant's obligations regarding breaches

- (a) The Confidant agrees to notify the Department immediately, and provide full details, if the Confidant is aware or reasonably suspects that:
 - (i) Confidential Information, Personal Information and/or Secrecy Information has, or might have been, accessed, used, modified

or disclosed in any way other than as permitted under this Deed; or

- (ii) there has been any other breach of this Deed.
- (b) The Confidant agrees to provide all assistance that the Department reasonably requires to:
 - (i) prevent, stop and report a breach or threatened breach of the obligations in this Deed, by any person to whom the Confidant has knowingly or inadvertently disclosed the Confidential Information, Personal Information and/or Secrecy Information; and
 - (ii) enable the Department to take any action or bring any proceedings in relation to any unauthorised access, use, modification or disclosure of Confidential Information, Personal Information and/or Secrecy Information.

8. Return and destruction of Information

- (a) Without limiting the Confidant's obligations at law:
 - (i) if requested by the Department; or
 - (ii) if the Department does not make a request, the Confidant elects to do so and notifies the Department accordingly in writing,

the Confidant must promptly deliver to the Department, or permanently and irreversibly destroy or erase, as required by and within the timeframe specified the Department, all Copies in its possession, power or control which contain or relate to the Confidential Information, Personal Information and/or Secret Information.
- (b) The Confidant will ensure that each person to whom it has disclosed any Information complies with the requirements of this clause 8 as if personally bound by it.
- (c) For clarity, the Confidant may disclose Information for the Permitted Purpose to another individual who has executed a Deed on similar terms to this Deed or another similar confidentiality agreement with the Department, without the Confidant having to comply with this clause 8(b).
- (d) Return or destruction of any Information does not release the Confidant from its obligations under this Deed in relation to that Information.
- (e) Any Information (in any form) that is retained by the Confidant or a person to whom it was disclosed under clauses 3(b) and 8(b), will continue to be subject to the confidentiality and disclosure obligations set out in this Deed and any storage requirements under the *Archives Act 1983* (Cth).

9. Remedy and non-reliance

- (a) The Confidant acknowledges and agrees that:
 - (i) the improper use or disclosure of any Information would be detrimental to the Department and may cause harm to third parties with an interest in the Information; and
 - (ii) monetary damages alone may not be sufficient remedy for any

breach of this Deed by the Confidant and that, in addition to any other remedies available at law or in equity, the Department will be entitled to seek injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Deed as may exist in the Department's opinion including any breach of any obligation to procure any person to do or omit anything.

- (b) The Confidant agrees that the Department will not be liable for any loss (including any indirect or inconsequential loss), damage, cost or expense incurred or suffered by the Confidant or any other person arising out of or in connection with:
- (i) their use or reliance on the Information; or
 - (ii) any statement, act or omission of the Department in connection with the Permitted Purpose or this Deed.

10. Period of confidentiality

- (a) Subject to clause 10(b), this Information protected by this Deed has a confidentiality period that is ongoing regardless of whether the Confidant has ceased his/her/their role for ATAGI or the Department.
- (b) Clause 10(a) does not apply to an obligation under this Deed if:
- (i) another clause in this Deed expressly sets out an end date for that obligation; or
 - (ii) the Department gives the Confidant a written release from that obligation before the end of the term under clause 10(a).

11. Termination and Amendment

- (a) This Deed cannot be unilaterally terminated or amended unless such termination or amendment is reduced to writing and agreed in writing by the Department.

12. No Election or Waiver

- (a) Failure by the Department to enforce a provision of this Deed does not constitute any binding election or waiver of a right available to the Department and does not in any way affect the enforceability of that provision or this Deed as a whole.

13. Survival

- (a) This Deed will survive the termination or expiry of any deed, agreement or arrangement of any kind between the Department and the Confidant relating to the Confidant's role or participation in ATAGI.

14. Compliance with Legislation and Policies

- (a) Without limiting anything contained in this Deed, the Confidant acknowledges that it is aware of the following legislative provisions which may have application to its handling of Confidential Information, Personal Information and/or Secret Information:

- (i) *Part 5.6 of the Criminal Code Act 1995 (Cth);*
- (ii) *Section 137.1 of the Schedule to the Criminal Code Act 1995 (Cth);*
- (iii) *Privacy Act 1988 (Cth);*
- (iv) *Freedom of Information Act 1982 (Cth);*
- (v) *Archives Act 1983 (Cth);*
- (vi) *Health Insurance Act 1973 (Cth); and*
- (vii) *National Health Act 1953 (Cth).*

15. Notices

- (a) Unless a party advises otherwise any notice under this Deed shall be effective if it is in writing and dealt with as follows:
 - (i) if given by the Confidant to the Department – addressed to ATAGI Secretariat via **[insert email]**; or
 - (ii) if given by the Department to the Confidant – addressed to the Confidant using the information in the Details section of this Deed.
- (b) A notice is to be:
 - (i) signed by the person giving the notice and delivered by hand;
 - (ii) signed by the person giving the notice and sent by pre-paid post; or
 - (iii) transmitted electronically by the person giving the notice by electronic mail.
- (c) A notice is deemed to be effected:
 - (i) if delivered by hand - upon delivery to the relevant address;
 - (ii) if sent by post - upon delivery to the relevant address;
 - (iii) if transmitted electronically - upon actual receipt by the addressee.
- (d) A notice received after 5.00 pm, or on a day that is not a business day in the place of receipt, is deemed to be effected on the next business day in that place.

16. Applicable law

- (a) This Deed is to be construed in accordance with, and any matter related to it is to be governed by, the law of Australian Capital Territory.
- (b) The Confidant submits to the jurisdiction of the courts Australian Capital Territory.

Executed as a Deed Poll

<p>Signed, sealed and delivered in the presence of the Witness identified below.</p>	<p>..... Signature of [Confidant name]</p>
---	--

<p>..... Print name of Witness</p>	<p>..... Signature of Witness</p>
--	---------------------------------------