



## Australian Government

### Department of Health

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

THIS DEED POLL is made the ..... day of .....20....  
by .....[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 [insert details of the relevant committee/subcommittee] (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, 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

.....  
(Printed Name of Member) (Signature)

in the presence of:

.....  
(Printed Name of Witness) (Signature)

THIS DOCUMENT HAS BEEN RELEASED  
UNDER THE FREEDOM OF INFORMATION ACT 1982  
BY THE DEPARTMENT OF HEALTH