|  |
| --- |
| Confidentiality, privacy and conflict of interest Deed |
| Insert subtitle or business area if required |
| Insert date / author or other text if required |

<<Customer name>>

<<Supplier name>>

<<Approved party name>>

<<Contract reference number>>

### INSTRUCTIONS FOR USING THIS DOCUMENT (TO BE DELETED BEFORE SENDING TO SUPPLIER):

### This is a Confidentiality, Privacy and Conflict of Interest Deed for use with the standard form Government contract for the purchase of Goods and Services.

### This Deed assumes that the Customer and Supplier have entered into a contract, and that the Supplier’s Personnel (e.g. an individual or company that is working for, or as a subcontractor of the Supplier) is required to sign a Confidentiality, Privacy and Conflict of Interest Deed. It is to be executed by the Supplier’s Personnel, on request by the Customer.

### The Customer needs to fill out all yellow highlighted sections with details of the Customer’s requirements.

**The Customer is to delete all highlighting before giving the Supplier the Confidentiality Deed.**

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## General information

| No. | Topic | Details |
| --- | --- | --- |
|  | **Customer** | Name: <<insert>>  ABN or ACN: <<insert>> |
|  | **Supplier** | Name: <<insert>>  ABN or ACN: <<insert>> |
|  | **Approved Party** | Name: <<insert>>  ABN or ACN (if applicable): <<insert>>  Street address:  Postal address:  Email: |
|  | **Contract** | Contract name: <<insert>>  Contract number: <<insert>>  Date of contract: <<insert>> |

# Background

* 1. The Customer and the Supplier are parties to the Contract.
  2. As one of the Supplier’s Personnel, the Approved Party may become aware of Confidential Information in connection with the Contract.
  3. Improper use or disclosure of Confidential Information would severely damage the Customer's ability to perform its governmental or statutory functions.
  4. Under the Contract, the Supplier has agreed to obtain from its Personnel a Confidentiality, Privacy and Conflict of Interest Deed.

# Definitions and interpretation

The definitions and rules of interpretation applicable to this Deed are available on the [Department of Housing and Public Works website](http://www.hpw.qld.gov.au/SiteCollectionDocuments/Definitions%20and%20Interpretations%202%200.pdf). Certain terms are defined where indicated in this Deed.

# Undertaking

The Approved Party undertakes to comply with the terms of this Deed.

# Confidentiality

* 1. The Approved Party must:
     1. keep all Confidential Information confidential;
     2. use the Confidential Information only for the purpose of its dealings with the Customer;
     3. do its best to ensure that any Confidential Information in its possession or control is protected against loss or unauthorised access, use, modification or disclosure or other misuse; and
     4. not disclose the Confidential Information to any person except:
        1. with the Customer’s prior written consent (consent is at the absolute discretion of, and subject to any conditions imposed by, the Customer); or
        2. as required by law.
  2. The Approved Party must:

1. not take or retain any material containing any Confidential Information after the end of the Contract or the contract providing for the performance of services by the Approved Party (**Approved Party’s Contract**); and
2. immediately deliver up to the Customer, at the Customer’s request, all documents (in any media) in its possession or control containing the Confidential Information.

# Privacy

* 1. This clause applies to Personal Information:

1. in the Customer’s documents and other material or information systems; or
2. collected or accessed by the Approved Party in connection with the Contract.
   1. The Approved Party must:
      1. not access, use, modify or retain Personal Information except for the purpose for which the Approved Party is given access to the Personal Information;
      2. not disclose the Personal Information without the Customer’s prior written consent;
      3. not transfer any Personal Information outside of Australia, except with the Customer’s prior written consent;
      4. not access, use or disclose Personal Information other than in the performance of their duties; and
      5. take any steps to prevent unauthorised use or disclosure of Personal Information as notified by the Customer.
   2. The Approved Party must:
3. not take or retain any material containing any Personal Information after the end of the Contract or the Approved Party’s Contract; and
4. immediately deliver up to the Customer, at the Customer’s request, all material in its possession or control containing Personal Information.

# Conflict of Interest

* 1. The Approved Party declares that they:

1. do not hold any office or possess any property;
2. are not engaged in any business or activity; and
3. do not have any obligations,

where a Conflict of Interest is created, or might appear to be created, in conflict with the Approved Party’s obligations, except as follows:

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| --- |
| **Conflict of Interest details** |
| *Provide a brief outline of any actual, reasonably anticipated or perceived conflict of interest, whether personal, financial, professional or otherwise.*  *If there is no Conflict of Interest, leave blank or insert ‘nil’.* |

* 1. The Approved Party must:
     1. keep the declaration under clause 6.1 updated throughout the term of the Approved Party’s Contract; and
     2. comply with the Customer’s requirements to manage, mitigate or eliminate any Conflict of Interest.

# General

* 1. This Deed is executed as a deed poll for the benefit of the Customer and the Supplier. The Customer or the Supplier may enforce this Deed, despite not being a party to it.
  2. The obligations under this Deed will continue after the end of the Contract and the Approved Party’s Contract.
  3. This Deed may only be varied by a deed entered into by the Customer, the Supplier and the Approved Party.
  4. This Deed does not exclude the operation of any principle of law or equity concerning Confidential Information.
  5. The Customer’s rights concerning this Deed will not be deemed to be waived except by notice in writing signed by the Customer. Failure or delay by the Customer to enforce any provision of this Deed will not waive the Customer’s rights.
  6. The laws of the State of Queensland govern this Deed and the Approved Party submits to the non-exclusive jurisdiction of the courts of Queensland.

**Where the Approved Party is an individual:**

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| --- | --- | --- | --- |
| |  |  |  | | --- | --- | --- | | Date ……………………………………..  **SIGNED AND DELIVERED as a deed poll by**:    Name of Approved Party  in the presence of:    Signature of witness    Name of witness (block letters)    Address | )  )  )  )  )  )  )  )  )  )  )  )  )  )  )  ) | Signature of Approved Party | |

**Where the Approved Party is a company under the *Corporations Act 2001* (Cth):**

|  |  |  |  |
| --- | --- | --- | --- |
| |  |  |  | | --- | --- | --- | | Date ……………………………………..  **EXECUTED as a deed by**:    Name of Approved Party; ACN and ABN  in accordance with s.127 of the *Corporations Act 2001* (Cth)    Name of Director    Name of Director/Secretary | )  )  )  )  )  )  )  )  )  )  )  )  )  )  ) | Signature of Director    Signature of Director/Secretary | |