

## Confidentiality, Conflict of Interest, Privacy and Secrecy Deed Poll

### For people who work for an Organisation that has an agreement with the Department

#### Background

- A. The Organisation contracts with the Department under the Agreement.
- B. I perform work for the Organisation and will be assisting in the performance of the Organisation's obligations under the Agreement.
- C. I provide the undertakings set out below in respect of my work under the Agreement.

#### Operative provisions

##### 1. Definitions

In this deed:

**Agreement** means the document described in Item 3 of the Schedule.

**Confidential Information** means information that is:

- (a) by its nature confidential;
- (b) identified as confidential by the Department or the Organisation; or
- (c) information that I know or ought to know is confidential,

but does not include information that is or becomes public knowledge other than by breach of this deed or any other confidentiality obligation.

**Conflict of Interest** means any circumstance in which I have an interest (whether financial or non-financial) or an affiliation that is affecting, will affect, or could be perceived to affect, my ability to perform work associated with the Agreement, fairly and independently.

**Department** means the Commonwealth of Australia represented by the Department of Health ABN 83 605 426 759.

**I** means the person named in Item 1 of the Schedule.

**Information** includes Confidential Information, Personal Information and Secret Information.

**Organisation** means the entity described in Item 2 of the Schedule.

**Personal Information** has the meaning given in 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)).

##### 2. Benefit of deed poll

I make this deed poll for the benefit of the Department and the Organisation.

##### 3. Access to and disclosure of Information

I understand that:

- (a) in the course of performing work under the Agreement, I may receive or have access to Information, which I must protect from unauthorised use and disclosure;
- (b) I must not use or disclose the Information to any person except:
  - (i) in performance of the Agreement;
  - (ii) with the express written permission of the Department; or
  - (iii) where required by law or court order after notifying the Department;

- (c) if I disclose Information, I must make sure that any person with whom I share the Information has a "need to know" the Information and understands that the Information must be treated as confidential and that an offence could apply if the person further shares the Information; and
- (d) I must advise the Department and the Organisation immediately if I become aware of any unauthorised use or disclosure of the Information (including unauthorised access).

#### **4. Deletion or delivery of Information**

I acknowledge that:

- (a) the Department has obligations under the *Archives Act 1983* and that I must not delete the Department's information unless in accordance with the Department's policies; and
- (b) when requested by the Department or the Organisation, I must deliver or permanently and irreversibly delete, all Information in my possession or control using the methods and within the timeframes requested by the Department or the Organisation (whichever the case may be).

#### **5. Declaring and managing Conflicts of Interest**

- (a) I confirm that, to the best of my knowledge, as at the date of this deed, no Conflict of Interest exists or is likely to arise in my performance of the work associated with the Agreement except in relation to the Conflicts of Interest declared in Item 4 of the Schedule to this deed.
- (b) If a Conflict of Interest arises during the course of my work associated with the Agreement (whether directly or indirectly), or appears likely to arise, I understand that I must:
  - (i) immediately notify the Department in writing of the Conflict of Interest making a full disclosure of all relevant information relating to the Conflict of Interest; and
  - (ii) take such steps as the Department may reasonably require to resolve or otherwise deal with that Conflict of Interest.
- (c) I understand that I am required to complete and submit this deed annually to the Department for the duration of the period I am performing work under the Agreement.

#### **6. Offence provisions**

I understand that:

- (a) disclosure of the Information may be an offence under the *Crimes Act 1914* (Cth) and other laws; and
- (b) it is an offence under the *Criminal Code Act 1995* (Cth) to knowingly give false and misleading information to the Commonwealth or its officers or agents.

#### **7. Indemnity**

I agree to indemnify and hold harmless the Department and the Organisation against any claim, loss, liability or expense that the Department or Organisation reasonably incurs as a result of breach of this Deed poll.

#### **8. Waiver**

I understand that provisions of this deed may not be waived except in writing by the Department and / or the Organisation, whichever the case may be.

#### **9. Survival**

This deed will survive the termination, suspension or completion of the Agreement.

**10. Applicable law**

This deed will be governed by, and construed in accordance with, the law of the Australian Capital Territory.

**Schedule – Deed Details**


Item	Description	Details
1.	<b>Details of person completing Deed Poll</b>	Name: Professor Geoffrey Coombs Physical address: 44/90 Terrace Rd East Perth WA 6004 Phone: 0439376744 Email: Geoff@asainc.net.au
2.	<b>Organisation details</b>	<b>Legal entity name:</b> Australian Society for Antimicrobials <b>ABN:</b> 31 081 739 370
3.	<b>Agreement</b>	<b>Title / Purpose:</b> To undertake <ul style="list-style-type: none"> <li>• Australian Staphylococcal Sepsis Outcome Program (ASSOP);</li> <li>• Australian Enterococcal Sepsis Outcome Program (AESOP);</li> <li>and</li> <li>• Gram-negative Sepsis Outcome Program (GNSOP)</li> </ul> from 1 July 2021 to 30 July 2024.  <b>Program:</b> PRI 046 <b>Date:</b> [Department to populate]
4.	<b>Conflict of Interest Declaration</b>	I declare that I have the following Conflicts of Interest in relation to my work under the Agreement: <i>(Insert details below or insert 'Nil')</i>  <p style="text-align: center;">NIL</p>

**Execution**

EXECUTED as a deed poll


SIGNED, SEALED and DELIVERED by

Geoffrey Coombs  
Name (print)

  
Signature

23 AUGUST 2021  
Date

DENISE DALCY  
Name of witness (print)

  
Signature of witness

23 August 2021  
Date