

**Senate Finance and Public Administration Legislation Committee:  
Answers to Questions on Notice  
Budget Estimates 2015–16  
Parliamentary Departments Portfolio  
May 2015**

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<b>Department</b>	Parliamentary Budget Office
<b>Topic</b>	Stakeholder survey
<b>Senator</b>	Senator Wong / Senator Gallagher
<b>Question reference number</b>	11
<b>Type of question</b>	Hansard

**Question**

**Senator Wong:** What are the datasets?

**Mr Bowen:** The office staff of the senator or the member.

**Senator Wong:** Does that include electorate offices or not?

**Mr Bowen:** I would have to check on that. To be honest, I am not sure

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**Senator Wong:** Do you know how many people were contained in the dataset?

**Mr Bowen:** It is a large number.

**Senator Wong:** Can you take on notice the number of people.

**Mr Bowen:** Sure.

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**Senator Wong:** Can you take on notice how the parameters of the dataset were arrived at.

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**Senator Wong:** Is there any cost relative to the number of emails?

**Ms Williams:** Not that I am aware of, no.

**Senator Wong:** So if you had 1 million as opposed to 50,000 as opposed to 10,000, there would be the same cost?

**Ms Williams:** Potentially, if it was much more than what the numbers are—

**Senator Wong:** Can you give me details of that. On notice, can you give me details of the effect of the number of email recipients on the cost under the contract.

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**Senator Wong:** ... I ask you again: did you include any electorate officers in your staff? Did you just use the entire database?

**Senator Gallagher:** That would be very good. We are trying to find out if it is everybody who has an @aph.gov.au email address, in which case it would be interesting to know the distribution list.

**Ms Williams:** I believe it is everyone who has an APH email address.

**Senator Gallagher:** And you are going to take on notice how many that included?

**Mr Bowen:** I will take on notice to confirm that that is what we have done. In terms of numbers, I guess we could count them.

**Senator Gallagher:** Surely, if you have provided them to a third company, you know how many went to that company.

**Mr Bowen:** We can count them, sure.

**Chair:** Do APH email addresses apply to committee staff and administrative staff in that respect as well?

**Ms Williams:** It did not generally go to parliamentary department staff.

**Chair:** So to members and senators plus their respective staff with APH addresses—it would exclude committee representatives and people of that nature?

**Ms Williams:** From memory, I believe there were two possible committee secretariat staff that the PBO deals with who were included.

**Mr Bowen:** We will confirm, to be precise, about who we have put on the list.

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**Senator Gallagher:** When you say an assurance has been provided, is that in the contract that you have with this company or is it a verbal assurance that you have been given?

**Mr Bowen:** From memory, it is in the email that goes out to every participant. Whether it is in the contract I would have to check.

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**Ms Williams:** They did not ask to see the contract, but the survey company signed a confidentiality document in relation to the emails.

**Senator Wong:** Can you table that?

**Mr Bowen:** We can.

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**Mr Bowen:** To my knowledge, the issue of the Privacy Act was not raised, but I can stand corrected, but no. The company who has been doing these surveys, I believe for many, many years, did not raise that as an issue either.

**Senator Wong:** And you did not check it?

**Mr Bowen:** At the end of the day I accept responsibility for having provided the emails, and I am happy to check further as to the implications under the Privacy Act.

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**Senator Wong:** Could I just check something? Did you hand over our private emails?

**Mr Bowen:** No. Senator.

**Senator Wong:** No?

**Mr Bowen:** I do not think I have your private email.

**Senator Ludwig:** DPS might be the one.

**Senator Wong:** DPS, just checking.

**Mr Bowen:** We will confirm all of this, but I am sure they were APH emails.

**Senator Wong:** No, we have private APH emails.

**Mr Bowen:** I do not believe so, but we will confirm.

**Senator Ludwig:** Everyone is entitled to use [senator.ludwig@aph.gov.au](mailto:senator.ludwig@aph.gov.au). But there are senators who might choose to have a private email address to deal with intergovernmental work or an office management issue. So when DPS provided those emails, we wanted to know whether they gave all of the APH emails or whether they held the private emails back.

**Mr Bowen:** We will check and confirm

### **Answer**

In its 2014 report, *Administration of the Parliamentary Budget Office*, the Australian National Audit Office (ANAO) suggested that the PBO undertake a repeatable stakeholder survey to gather feedback on PBO services and analyse results over time. In its 2014–15 work plan, the PBO identified that it would develop and implement a stakeholder survey during 2014–15 with a view to identifying possible opportunities to enhance the services the PBO provides.

The PBO engaged a professional survey firm, ORIMA Research Pty Ltd, via an existing Commonwealth procurement arrangement to assist with developing and administering the stakeholder survey. ORIMA Research has undertaken similar work, including surveying parliamentarians for the ANAO, and parliamentarians and Ministerial Wing staff for the Department of Parliamentary Services. Through this work, ORIMA Research has demonstrated its capacity to maintain confidentiality and work effectively within the parliamentary environment.

In addition to providing expertise in survey design, ORIMA Research was engaged as an independent intermediary to ensure the confidentiality of individuals' survey responses and the presentation of the survey results in an objective manner. ORIMA Research undertook to provide consolidated results to the PBO so that individual responses could not be identified.

An email advising stakeholders of the upcoming survey was sent by the Parliamentary Budget Officer on 19 May 2015. The process for the survey and the approach to confidentiality was outlined to stakeholders in the survey invitation email from ORIMA Research on 20 May 2015.

The PBO sourced the email addresses of parliamentarians and their staff from the Department of Parliamentary Services (DPS). The email addresses provided by DPS were the official addresses contained in the group distribution lists used by the parliamentary departments to communicate with Senators, Members and their staff for a broad range of purposes, including building safety issues and promoting upcoming events. These email groups are also used by the PBO to advise when PBO publications have been released.

Although not specifically intended to be targeted in the survey, electorate staff with aph.gov.au email addresses were included in the list of addresses provided by DPS. Hence these electorate staff received emails sent to survey participants by ORIMA Research.

The survey was designed to obtain feedback from parliamentarians on the PBO's policy costings and budget analyses. It also sought feedback from representative users of reports published under the PBO's self-initiated research program. In total the survey was sent to 3618 email addresses. The volume of survey recipients had no impact on the cost of developing and running the survey.

Before providing ORIMA Research with the email addresses of parliamentarians and their staff, the PBO required ORIMA Research to sign a deed of confidentiality (copy attached). This document contains strict non-disclosure clauses and committed ORIMA Research to comply with the *Privacy Act 1988* in relation to the information it received from survey responses.

ORIMA Research has confirmed that all email addresses in the stakeholder contact list have been deleted from its files.

## CONFIDENTIALITY DEED POLL

THIS DEED POLL is made the 18<sup>th</sup> day of MAY 2015

for the benefit of the **COMMONWEALTH OF AUSTRALIA** represented by the  
Parliamentary Budget Office, Parliament House, Canberra ACT 2600

("Parliamentary Budget Office")

BY

ORIMA RESEARCH - ABN 770 763 47914

Name of Confidant [include ACN/ABN]

of

Unit 3, 2 Brialabella Cct

Brialabella Business Park, Canberra Airport

Address of Confidant

ACT 2609

("Confidant")

### INTRODUCTION

- A. In the course of the Confidant supplying certain Services for the Parliamentary Budget Office, the Confidant or for itself and its officers, employees, agents or subcontractors may become aware of information:
- a) belonging to or in the possession of the Parliamentary Budget Office that is confidential; or
  - b) that is Personal Information about a Parliamentary Budget Office officer or client.
- B. Improper use or disclosure of that information would severely damage the Parliamentary Budget Office ability to perform its statutory functions.
- C. The Confidant agrees to take all reasonable steps (including the execution of this Deed) to ensure that the information about which the Confidant becomes aware whilst performing the Services is kept confidential.

### IT IS AGREED

#### 1 RECITALS

- 1.1 The Confidant acknowledges the truth and accuracy of the Recitals in every particular.

## 2 INTERPRETATION

### Definitions

2.1 In this Deed, unless the contrary intention appears:

**“Confidential Information”** means information that:

- (a) is by its nature confidential;
- (b) is designated by the Parliamentary Budget Office as confidential;
- (c) is Protected Information;
- (d) is Personal Information; or
- (e) the Confidant knows or ought to know is confidential;

**“Client”** means a client of the Parliamentary Budget Office;

**“Deed”** means this deed poll;

**“Notice”** means notice given in accordance with this Deed;

**“Personal Information”** means information about a Client that is protected by the *Privacy Act 1988*;

**“Protected Information”** means information:

- (a) about a person that is or was held in the records of a Commonwealth authority or the Parliamentary Budget Office; or
- (b) that there is no information about a person held in the records of a Commonwealth authority or the Parliamentary Budget Office,

that is protected by Secrecy Legislation;

**“Secrecy Legislation”** means any provision of an Act, regulation or other legislative instrument that requires secrecy or confidentiality in dealing with information that is disclosed to the Confidant in the course of the Services being performed;

**“Services”** means the range of goods and services described in the Statement of Services to be supplied and performed by the Confidant as a contractor to the Parliamentary Budget Office; and

**“Writing”** means any mode of representing or reproducing words, figures, drawings or symbols in a visible form delivered, posted or transmitted electronically.

## **References**

2.2 Unless the contrary intention appears:

- (a) monetary references are references to Australian currency;
- (b) the clause headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer;
- (c) a cross reference to a clause number is a reference to all its sub-clauses;
- (d) words in the singular number include the plural and vice versa;
- (e) words importing a gender include any other gender;
- (f) a reference to a person includes a partnership and a body whether corporate or otherwise;
- (g) a reference to a clause is a reference to a clause of this Deed; and
- (h) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

## **3 NON DISCLOSURE**

- 3.1 Except for the purpose of supplying the Services, the Confidant must not disclose or permit its officers, employees, agents or subcontractors to disclose of any Confidential Information to any person without the prior consent of the Parliamentary Budget Office.
- 3.2 The Parliamentary Budget Office may grant or withhold its consent in its absolute and unfettered discretion.
- 3.3 If the Parliamentary Budget Office grants consent, it may impose conditions on that consent. In particular, but without limiting the generality of the preceding sentence, the Parliamentary Budget Office may require that the Confidant procure the execution of a Deed in these terms by the person to whom the Confidant proposes to disclose the Confidential Information.
- 3.4 If the Parliamentary Budget Office grants consent subject to conditions, the Confidant must comply with those conditions.
- 3.5 The obligation of the Confidant under this Deed will not be taken to have been breached where the Confidential Information is legally required to be disclosed, provided that the Confidant informs the Commonwealth of the requirement prior to disclosure.

## **4 PERSONAL INFORMATION**

- 4.1 In addition to its obligations under clause 3, the Confidant must for itself and its officers, employees, agents or subcontractors in the course of providing the Services:

- (a) comply with the Information Privacy Principles in section 14 of the *Privacy Act 1988* as if a record-keeper for the purposes of that Act insofar as those principles protect Personal Information;
- (b) comply with any policy guidelines for the handling of Personal Information issued by the Parliamentary Budget Office or the Privacy Commissioner from time-to-time so far as is possible in the circumstances;
- (c) do all things necessary which it can do to comply with any reasonable:
  - (1) demand or inquiry by the Privacy Commissioner; and
  - (2) direction by the Department about observance of a recommendation by the Privacy Commissioner,

relating to any acts or practices of the Confidant with respect to Personal Information.

- 4.2 The Confidant must not transfer Personal Information held in connection with providing the Services outside Australia, or allow parties outside Australia to have access to it, without the prior approval of the Parliamentary Budget Office.

## **5 INDEMNITY FOR BREACH OF CONFIDENTIALITY OR PRIVACY**

- 5.1 The Confidant must indemnify the Parliamentary Budget Office in respect of any loss, liability or expense suffered by the Parliamentary Budget Office arising out of or in connection with a breach of:

- (a) the obligations of the Confidant under clauses 3 or 4; or
- (b) an obligation of confidence whether arising under the *Privacy Act 1988* or otherwise.

- 5.2 In clause 5.1 "liability, loss or expense" includes any amount paid by the Parliamentary Budget Office on behalf of the Commonwealth for an interference with the privacy of an individual being a reasonable amount as compensation for loss or damage for which the Commonwealth would have been liable under the *Privacy Act 1988* if such breach had been that of the Parliamentary Budget Office.

- 5.3 This clause will operate after the expiration or termination of this Deed.

## **6 SURVIVAL**

- 6.1 The terms of this Deed continue to apply even after the performance of any Services by the Confidant is completed.

## **7 VARIATIONS AND AMENDMENTS**

- 7.1 This Deed cannot be amended, varied or revoked, except with the consent in Writing of the Parliamentary Budget Office.



## **8 NOTICES**

- 8.1 A notice or other communication which may be given to or served on the Confidant under this Deed is deemed to have been duly given or served if it is in Writing and is either delivered by hand, posted or a copy transmitted electronically to the Confidant at the Confidant's address set out in this Deed or such other address as may be notified by the Confidant from time-to-time.
- 8.2 A notice sent by post is deemed to have been given at the time when, in due course of transmission, it would have been delivered at the address to which it is sent.
- 8.3 A notice sent by facsimile transmission or transmitted electronically is deemed to have been given when the machine on which the notice is sent reports in writing that the notice has been transmitted satisfactorily.

## **9 APPLICABLE LAW**

- 9.1 This Deed shall be governed and construed in all respects in accordance with the law of the Australian Capital Territory.

**EXECUTED AS A DEED**

**SIGNED, SEALED AND DELIVERED** for )  
and on behalf of the Confidant [*in* )  
*accordance with section 127 of the* )  
*Corporations Act 2001\**] by )

RODNEY LATIMER )  
(Name of authorised officer\*\* of the Confidant)

DIRECTOR  
(Title of authorised officer\*\* of the Confidant)

[Signature]  
(Signature of authorised officer\*\* of the Confidant)

in the presence of:

[Signature]  
(Signature of Witness)

ANDREW CONIHAN  
(Name of Witness)

\* *Delete if inapplicable*

\*\* *Amend as required*