

QUESTION TAKEN ON NOTICE

SUPPLEMENTARY BUDGET ESTIMATES HEARING: 19 OCTOBER 2010

IMMIGRATION AND CITIZENSHIP PORTFOLIO

(88) Program : Internal Product

Senator Cash (L&CA 84) asked:

Provide a copy of the precedent standard confidentiality provisions.

Answer:

The precedent standard confidentiality provisions in a departmental contract are as follows:

1.1.1. In this clause:

Third Party Interest means any legal or equitable right, interest, power or remedy in favour of any person other than the Principal in connection with this Contract, including, without limitation, any right of possession, receivership, control or power of sale, and any mortgage, charge, security or other interest.

1.2.1. Subject to *Clause 21.4*, a party must not disclose any Confidential Information of the other party to a third party without the prior written consent of the other party.

1.2.2. The Principal may impose any conditions it considers appropriate when giving consent under this sub-clause and the Contractor agrees to comply with these conditions.

1.3.1. The Contractor agrees, on request by the Principal at any time, to arrange for:

- a. its Personnel; or
- b. any person with a Third Party Interest,

to give a written undertaking in a form acceptable to the Principal relating to the use and non-disclosure of the Principal's Confidential Information.

1.4.1. The obligations on the parties under this clause will not be taken to have been breached to the extent that Confidential Information:

- a. is disclosed by a party to its Personnel solely in order to comply with obligations, or to exercise rights, under this Contract;
- b. is disclosed to a party's internal management Personnel, solely to enable effective management or auditing of contract-related activities;
- c. is disclosed by the Principal to the responsible Minister;
- d. is disclosed by the Principal, in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
- e. is shared by the Principal within the Principal's organisation, or with another agency, where this serves the Commonwealth's legitimate interests;

- f. is authorised or required by law to be disclosed; or
- g. is in the public domain otherwise than due to a breach of this clause.

1.4.2. Where a party discloses Confidential Information to another person under *Clauses 21.4.1.a to 21.4.1.e*, the disclosing party must notify the receiving person that the information is confidential.

1.4.3. In the circumstances referred to in *Clauses 21.4.1.a, 21.4.1.b and 21.4.1.e*, the disclosing party agrees not to provide the information unless the receiving person agrees to keep the information confidential.

1.5.1. The parties may agree in writing after the date of this Contract that certain additional information is to be Confidential Information for the purposes of this Contract.

1.6.1. The obligations under this clause continue, notwithstanding the expiry or termination of this Contract:

- a. in relation to an Item of information described in *Schedule 1 Item W (Confidential Information)* – for the relevant period set out beside that Item; and
- b. in relation to any Item of information referred to in *Clause 21.5* – for the period agreed by the parties in writing in respect of that Item.

1.7.1. This clause does not detract from any of the Contractor's obligations under the *Privacy Act 1988* in relation to the protection of Personal Information.