

Confidentiality Agreement for Directors and Employees

I, _____
(Name)

of _____
(Address)

agree not to disclose any confidential information obtained from my position to anyone unless required to do so by law.

This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information. Any addition or modification to this Agreement must be made in writing and signed by the parties.

If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible, and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

I have read and understand the BLCAC Policy and Procedures 2014 statement on the use of Confidential Information (below).

Board members and employees must not use information gained during their term with BCLAC, particularly confidential information, to gain improper advantage for themselves or for any other person or body in ways which are inconsistent with their obligation to act impartially or used or designed to cause harm or detriment to any person, body or BLCAC. This condition will continue to apply to Board members and employees who are no longer with the organisation until the information has been released publicly by BLCAC.

I have read and understand the confidentiality requirements for corporations, corporation officers, employees and auditors in Section 472-1 of the CATSI Act (below).

4721 Confidentiality- requirements for corporations, corporation officers and employees and auditors

- (1) A person (the **offender**) commits an offence against this subsection if:
- (a) a person (the **discloser**) makes a disclosure of information (the **qualifying disclosure**) that qualifies for protection under this Part; and
 - (b) the qualifying disclosure relates to a contravention or possible contravention of a provision of this Act by:
 - (i) an Aboriginal and Torres Strait Islander corporation; or
 - (ii) an officer or employee of the corporation; and
 - (c) the qualifying disclosure is made to:
 - (i) the corporation's auditor or a member of an audit team conducting an audit of the corporation; or
 - (ii) a director, secretary or senior manager of the corporation; or
 - (iii) a person authorised by the corporation to receive disclosures of that kind; and

- (d) the offender is:
 - (i) the corporation's auditor or a member of an audit team conducting an audit of the corporation; or
 - (ii) a director, secretary or senior manager of the corporation; or
 - (iii) a person authorised by the corporation to receive disclosures of that kind; or
 - (iv) the corporation; or
 - (v) any officer or employee of the corporation; and
- (e) the offender discloses one of the following (the **confidential information**):
 - (i) the information disclosed in the qualifying disclosure;
 - (ii) the identity of the discloser;
 - (iii) information that is likely to lead to the identification of the discloser; and
- (f) the confidential information is information that the offender obtained directly or indirectly because of the qualifying disclosure; and
- (g) either:
 - (i) the offender is the person to whom the qualifying disclosure is made; or
 - (ii) the offender is a person to whom the confidential information is disclosed in contravention of this section and the offender knows that the disclosure of the confidential information to the offender was unlawful or made in breach of confidence; and
- (h) the disclosure referred to in paragraph (e) is not authorised under subsection (2).

Penalty: 25 penalty units.

(2) The disclosure referred to in paragraph (1)(e) is authorised under this subsection if it:

- (a) is made to:
 - (i) the Registrar; or
 - (ii) ASIC; or
 - (iii) the Australian Prudential Regulation Authority; or
- (b) is made to a member or special member of the Australian Federal Police (within the meaning of the *Australian Federal Police Act 1979*); or
- (c) is made to a member (however described) of a police force of a State or Territory; or
- (d) is made to someone else with the consent of the discloser.

I acknowledge that I have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

I agree to the above confidentiality requirements and will take care at all times to maintain confidentiality in all my dealings within the corporation and outside the corporation.

Signed: _____

Date: _____

Office use only

Agreement tabled at Directors' Meeting Date:

Additional information required Yes / No

Entered in Minutes and filed Date:

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Chairperson's signature