Confidentiality Deed Poll

From: [***Insert full name of person giving undertaking***]

To: Transport Accident Commission (**TAC**)

In relation to: Deed of Standing Offer for the Supply of TAC Research Services between the TAC and [***insert name of Supplier***] ACN/ABN [***insert ACN or ABN***] (**[insert]**) dated on or about [***date***] (**Agreement**)

**Undertaking**

1. In the course of performing duties in relation to the Agreement, I may have access to:
   * 1. information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion, and which may include health information about an individual (**Personal Information**); and
     2. information (including information forming part of a database) that is by its nature confidential, designated by the TAC or law as confidential, or provided to the TAC in confidence, including commercial and financial information (**Confidential Information**).
2. I may not access, use, disclose, publish, communicate or retain, or otherwise deal in any way, with Personal Information or Confidential Information except in the course of performing my duties in relation to the Agreement, and I must treat all Personal Information and Confidential Information with the utmost care and protect that information at all times.
3. I must abide by the Information Privacy Principles, the Health Privacy Principles and all other applicable privacy and data protection laws (together, **Privacy Laws**), in respect of both Personal Information and Confidential Information, whether or not I am legally bound to comply with those Privacy Laws, and as if the definition of 'personal information' in the Privacy Laws includes confidential information, and if I do not comply with the Privacy Laws, the TAC may take action against me. [***insert Supplier***] may also take action against me (including, without limitation, disciplinary action).
4. This undertaking survives the termination or expiry of my contract for providing services by me (whether directly or indirectly) in relation to the Agreement.
5. This undertaking is governed by the laws of the Victoria, Australia and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria, Australia.

**Executed as a deed poll**

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| **Signed sealed** and **delivered** by **[Name of signatory]** in the presence of |  |  |  |
|  | ← |  | ← |
| Signature of witness |  | [***name of signatory***] |  |
|  |  |  |  |
| Name of witness (print) |  |  |  |