

CONFIDENTIALITY DEED POLL
Canberra Theatre Redevelopment Project (the Project)
Performing Arts Reference Group

Name:

Address:

Deed Poll made at

on

202

1. Definitions

1.1 In this Deed:

“Confidant” means the signatory to this Deed Poll.

“Confidential Information” means:

- a. all information that I become aware of or create (whether disclosed to me orally, in writing, or in any other form) while carrying out my duties for the Territory in the context of the Project; and
- b. all information that is confidential to any person including MPC, the Territory generally, their suppliers or consultants,
- c. and includes all copies and notes that I make based on or arising out of any disclosure under paragraphs a. and b. but does not include information to the extent that I:
 - i. independently develop or know the information; or
 - ii. am permitted or required to disclose the information by law.

“Deed” means this deed poll.

“MPC” means Major Projects Canberra.

“Personal information” means information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- i. whether the information or opinion is true or not; and
- ii. whether the information or opinion is recorded in a material form or not.

“Project” means the Canberra Theatre Redevelopment Project.

“Project Director” means the Project Director for the Project engaged by MPC.

“Territory” means the Australian Capital Territory, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) represented by the MPC.

2. Acknowledgement

- 2.1 I acknowledge that I am performing duties for, or providing advice to, the Territory in relation to the Project.
- 2.2 I acknowledge that it could cause significant loss and damage to the Territory if I use or disclose the Confidential Information or Personal Information other than as necessary for my duties relating to the Project.

3. Obligations

- 3.1 In return for being given access to the Confidential Information and Personal Information I agree:
- i. to keep the Confidential Information confidential;
 - ii. only to use the Confidential Information and Personal Information as necessary to carry out my duties relating to the Project; and
 - iii. only to copy the Confidential Information as directed by the Project Director and to mark any such copy "Confidential" (or otherwise mark it as directed).
- 3.2 I agree that I will immediately notify the Project Director via CanberraTheatreProject@act.gov.au if I become aware that any of the Confidential or Personal Information:
- i. has been used, copied or disclosed without authority; or
 - ii. is required to be disclosed by law.
- 3.3 If:
- i. the Project Director asks me to return or destroy any or all copies of Confidential Information or Personal Information;
 - ii. I breach any provision of this Deed; or
 - iii. I no longer need to use the Confidential Information or Personal Information to carry out my duties relating to the Project,
- then, except to the extent necessary for compliance with the law or for professional record keeping, I will immediately return to MPC all copies of the Confidential Information and Personal Information.
- 3.4 This Deed:
- i. does not transfer any interest in any intellectual property; and
 - ii. is governed by the laws applicable in the Australian Capital Territory.

Signed, sealed and delivered by the Confidant in the presence of the witness identified below.	 Signature of
..... Print name of Witness	 Signature of Witness