

Confidentiality and Privacy Deed Poll

THIS DEED POLL IS MADE

BY: The **RECIPIENT** named in item 1 of the Schedule

(Recipient)

IN FAVOUR OF: **STATE OF QUEENSLAND**, acting through the Chief Executive, Department of Education

(State)

BACKGROUND

- A. The State coordinates and administers the Program. The Recipient participates in the Program as a volunteer.
- B. Through their participation in the Program, the Recipient may have access to Confidential Information and Personal Information for the Purpose.
- C. The Recipient agrees to comply with the terms of this Deed when handling the Confidential Information or Personal Information.

TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, unless the context otherwise requires:

Purpose means the provision of assistance or participation by the Recipient, directly related to the Program or the activities of the Program, as directed or requested by the State from time to time.

Confidential Information means information disclosed by the State to the Recipient in connection with the Program that is by its nature confidential, is designated by the State as confidential or is information the Recipient knows or ought to know is confidential to the State or a third party, but excludes information that is or becomes public knowledge other than by breach of this Deed, or that is in the possession of a Recipient without restriction before the date the information was received or accessed by the Recipient under or in connection with this Deed;

Deed means this document, including any schedules and attachments.

Personal Information has the meaning given to it under the *Information Privacy Act 2009* (Qld).

Program means the Queensland Representative School Sport program.

2. CONFIDENTIALITY UNDERTAKINGS

2.1 The Recipient agrees that, in relation to the Confidential Information, it will:

- (a) use the Confidential Information solely for the Purpose;
- (b) keep the Confidential Information strictly confidential and not disclose it to any person except as permitted by this Deed; and
- (c) notify the State in writing immediately upon the occurrence of any unauthorised use or disclosure of Confidential Information.

2.2 The Recipient may disclose Confidential Information only:

- (a) to the extent required by law or court order; or
- (b) as expressly permitted by this Deed; or
- (c) with the prior written consent of the State.

2.3 The Recipient acknowledges that nothing in this Deed limits the operation of, or the Recipient's duties in relation to, any confidentiality obligations to which the Recipient may be subject in any other capacity.

3. USE OF PERSONAL INFORMATION

3.1 If the Recipient collects, uses, distributes, discloses, or otherwise has access to Personal Information during their participation or volunteering in the Program, the Recipient must:

- (a) comply with Parts 2 and 3 of Chapter 2 of the *Information Privacy Act 2009* (Qld) and any other State or Commonwealth law in relation to the discharge of their obligations under this Deed as if the Recipient was the State;
- (b) not use or disclose Personal Information other than as required for the Purpose, unless required or authorised by law;
- (c) not transfer Personal Information outside of Australia without the prior written consent of the State;
- (d) ensure Personal Information is protected against loss and unauthorised use, modification, disclosure, or other misuse;
- (e) fully co-operate with the State to enable the State to respond to applications for access to, or amendment of a document containing an individual's Personal Information and to privacy complaints; and
- (f) comply with such other reasonable privacy and security measures as the State notifies the Recipient from time to time.

3.2 The Recipient must immediately notify the State upon becoming aware of any breach of clause 3.1.

4. RETURN OF CONFIDENTIAL INFORMATION

The State may, by notice to a Recipient, demand that a Recipient cease using Confidential Information or Personal Information and return to it all Confidential Information or Personal Information in the possession of or under the control of the Recipient, in which case the Recipient must promptly comply with the demand and any further instructions or directions given by the State for the return, destruction or cessation of use of the Confidential Information or Personal Information.

5. PROPERTY RIGHTS

The Recipient acknowledges that this Deed does not transfer any interest in the Confidential Information to the Recipient.

SCHEDULE				
1.	Recipient	<i>Full legal name of Recipient</i>		
2.	Address for notices	<table border="1"><tr><td>State • Contact person: • Email address: • Phone number: • Physical address: • Postal address: </td></tr><tr><td>Recipient • Email address: • Phone number: • Physical address: • Postal address: </td></tr></table>	State • Contact person: • Email address: • Phone number: • Physical address: • Postal address:	Recipient • Email address: • Phone number: • Physical address: • Postal address:
State • Contact person: • Email address: • Phone number: • Physical address: • Postal address:				
Recipient • Email address: • Phone number: • Physical address: • Postal address:				

EXECUTED as a DEED POLL

SIGNED, SEALED and DELIVERED
by:

Full name of Recipient

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Signature of Recipient

in the presence of:

Signature of Witness

/_____/_____
Date

Full name of Witness