

7. Confidentiality Agreement

Confidentiality deed poll in relation to Road Smart

A. Definitions

In this deed poll:

Confidential Information means any technical, scientific, commercial, financial or other information of, about or in any way related to, VicRoads, including any information designated by VicRoads as confidential, which is disclosed, made available, communicated or delivered to a service provider in connection with Road Smart (including the fact that Confidential Information may be or has been provided and the terms of this document), but excludes information:

- (a) which is in or which subsequently enters the public domain other than as a result of a breach of this document;
- (b) which the service provider can demonstrate was in its possession prior to the date of its commencement with Road Smart;
- (c) which the service provider can demonstrate was independently developed by the service provider;
- (d) which is lawfully obtained by the service provider from another person entitled to disclose such information; or
- (e) which is disclosed pursuant to legal requirement or order.

For the avoidance of doubt, Confidential Information includes Contract Personal Information and Participant Materials.

Contract Personal Information means any and all Personal Information collected, held, used, disclosed or otherwise handled by or on behalf of the service provider in their role as a Road Smart service provider.

Participant Materials means all documents, records and materials relating to the participation of a beginner driver (or any parent, guardian or other supervising driver who attends with the beginner driver) delivered by the service provider, whether such documents, records or materials are received or generated by the service provider, its employer or other third parties. For the avoidance of doubt, Participant Materials include any parental/guardian consent forms, medical condition disclosure forms and any recordings of the in-car sessions of the beginner driver or their supervising driver.

Personal Information means:

- (a) where used in relation to a Privacy Law, the meaning given under that Privacy Law, and
- (b) where used in any other context, information or an opinion (including as part of a database), whether true or not, and whether in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained.

Privacy Laws means any laws relating to the collection, storage, use, disclosure and handling of Personal Information, including the *Privacy and Data Protection Act 2014* (Vic), the *Health Records Act 2001* (Vic), the *Privacy Act 1988* (Cth) and Part 7B of the *Road Safety Act 1986* (Vic).

B. Agreement

I acknowledge that during the course of my involvement in Road Smart as a service provider, I may be required to collect, access, use, reproduce and disclose Confidential Information.

I acknowledge and agree that:

1. I am:

- (a) a “relevant person” under Part 7B of the Road Safety Act 1986 (Vic) and that the collection, use, disclosure, storage, transferring or handling of information, including Confidential Information, in connection with Road Smart is subject to the provisions of that Part 7B; and
 - (b) familiar with the requirements of section 92 of the *Road Safety Act 1986* (Vic) and that I may be guilty of an offence if I use or disclose Confidential Information other than in accordance with that section;
2. I will only collect, access, use, reproduce and disclose Confidential Information to the extent that it is necessary for the proper performance of my role as a Road Smart service provider;
3. I will not reproduce, or allow the Confidential Information to be reproduced, or place it on any register, file, microfiche or other recording that is or may become available to the public;
4. I will not disclose Confidential Information to any person (other than to my employer or a third party who have a need to know it to enable the proper performance of their role in Road Smart and only if they have themselves signed this deed);
5. I will do everything I can to prevent unauthorised access, use, reproduction or disclosure of the Confidential Information, including ensuring:
 - (a) adequate physical and electronic security measures are taken; and
 - (b) Confidential Information is not left in any place where it is accessible by others;
6. If I am given a user access code or password to enable me to access Confidential Information, I will:
 - a. not give that code or password to anyone;
 - b. not write down or record that code or password or leave it anywhere it is not secure;
 - c. log off from any application through which I have access to Confidential Information when I am not using the Confidential Information; and
 - d. ensure my code or password is de-activated when I no longer need access to the Confidential Information;
7. I will immediately notify my employer and VicRoads as soon as I become aware of any threat or suspected threat to the confidentiality or security of Confidential Information. I will cooperate with my employer and with VicRoads in any action either of them takes to protect that confidentiality or security;
8. I will promptly notify my employer and VicRoads as soon as I become aware of any complaint relating to the handling of Confidential Information;
9. I will not do any act or engage in any practice that would breach, or cause VicRoads to breach, an applicable Privacy Law;
10. I will ensure that where Contract Personal Information is collected directly from individuals on VicRoads’ behalf, or I otherwise provide Contract Personal Information to VicRoads, I will ensure it is collected in accordance with the Privacy Laws and the individual has been given all necessary notices, and has provided all necessary consents, for VicRoads to collect, access, use, disclose or otherwise handle the Personal Information for any purposes for which the Contract Personal Information was collected or provided;
11. I will not transfer or disclose Contract Personal Information outside of Victoria, or allow any person who is located outside of Victoria to access or use such Contract Personal Information, without the prior written consent of VicRoads;

12. I will immediately notify my employer and VicRoads if I become aware of any actual or suspected breach of any applicable Privacy Law;
13. I will promptly notify my employer and VicRoads as soon as I become aware of any request from an individual for access to, alteration, correction or deletion of any Contract Personal Information about the individual held by the service provider on VicRoads' behalf and I will comply with any reasonable and lawful direction issued by VicRoads in respect of such request;
14. I will comply with any reasonable instructions, directions, guidelines, determinations or recommendations of my employer and VicRoads in relation to the handling of Confidential Information;
15. All Confidential Information will remain the property of VicRoads and all copies or other records containing Confidential Information (or any part of it) must be returned to VicRoads once I am no longer performing my role as a Road Smart service provider; and
16. VicRoads is not under any obligation to provide, or provide access to, any Confidential Information. VicRoads may at its absolute discretion refuse to provide, or provide access to, its Confidential Information. Where VicRoads provides, or provides access to, its Confidential Information, it does so subject to any conditions that it thinks fit. VicRoads is not obliged to give reasons for providing or withholding Confidential Information or access or for giving access to Confidential Information subject to conditions.

Executed as a deed poll

Full Name (*print full name*): _____

Address: _____

Engaged by (insert name of business/employer): _____

Signature: _____

Date: _____

WITNESSED BY

Signature: _____

Full Name: _____

Date: _____