



VICTORIA POLICE

## DEED OF CONFIDENTIALITY

(For all external contractors, consultants, service providers, suppliers or other persons who will be provided with or given access (or be privy) to Victoria Police Information)

**THIS DEED** is made on the.....day of .....20.....

**BY:** .....  
(Name)

of .....  
(Address)

(Confidant)

In favour of  
**THE STATE OF VICTORIA**  
(through Victoria Police)

(Victoria Police)

### INTRODUCTION

- A. Victoria Police acquires, creates, stores and uses information for law enforcement purposes (**Victoria Police Information**).
- B. Victoria Police Information is 'law enforcement data' (as defined in the *Privacy and Data Protection Act 2014* (Vic)), and its use, storage, handling and disposal is subject to the Protective Data Security Standards issued by the Information Commissioner under section 86 or amended or re-issued under section 87 of that Act.
- C. The Confidant will be provided with or given access (or be privy) to Victoria Police Information, the confidentiality of which he/she agrees to maintain in accordance with the terms of this Deed.

**IT IS AGREED AS FOLLOWS:**

**1. Interpretation**

In this Deed unless the context otherwise requires or the contrary intention appears:

**Information Commissioner** means the Information Commissioner appointed under section 6C of the *Freedom of Information 1982 (Vic)*;

**Deed** means this Deed of Confidentiality;

**Protective Data Security Standards** means the standards issued by the Information Commissioner under section 86 or amended or re-issued under section 87 of the *Privacy and Data Protection Act 2014 (Vic)*; and

**VPM** means the Victoria Police Manual (as updated from time to time).

**2. Confidentiality Undertakings and Compliance**

2.1 The Confidant acknowledges and agrees:

- (a) to treat as secret and confidential all Victoria Police Information to which he/she has been given access or is privy;
- (b) to comply with all relevant information security sections, guidelines, directions and policies in the VPM and any law concerning the handling and security of Victoria Police Information;
- (c) that he/she understands and will observe all of the obligations required under any relevant legislation made known to the Confidant or that is required to be known by the Confidant;
- (d) to protect all Victoria Police Information in any format;
- (e) to only communicate Victoria Police Information with proper authority;
- (f) to record the reason for using any Victoria Police Information to ensure accountability;
- (g) to keep confidential and not disclose any passwords he/she may use or obtain to access or be privy to Victoria Police Information;
- (h) to securely store Victoria Police Information when not in use to prevent unauthorised access;
- (i) to securely dispose of Victoria Police Information when no longer required;
- (j) to report any Victoria Police Information security breaches or incidents to Victoria Police;
- (k) that he/she must not, without reasonable excuse access, use or disclose any Victoria Police Information other than for a purpose for which the Victoria Police Information was given or made available to him/her;
- (l) to not do any act or engage in any practice that contravenes a Protective Data Security Standard or would give rise to contravention of a Protective Data Security Standard by Victoria Police in respect of any Victoria Police Information collected, held, used, managed, disclosed or transferred by the Confidant for Victoria Police under or in connection with this Deed;
- (m) that Victoria Police may, in addition to any entitlement to damages, seek an injunction or other equitable relief with respect to any actual or threatened breach by him/her of this Deed without the need on the part of Victoria Police to prove any special damage;
- (n) that he/she will, on demand by Victoria Police, surrender all Victoria Police Information or any part of it in his/her possession, power or control; and
- (o) to comply with all reasonable directions of Victoria Police in relation to workplace, health or safety and any relevant Victoria Police policy provided to him/her, as advised from time to time, whilst at Victoria Police premises.

**3. Consequences of Breach**

3.1 The Confidant acknowledges and agrees that a breach by him/her of any clause of this Deed will entitle Victoria Police to:

- a) immediately revoke the Confidant's:

- (i) entitlement to be provided with; or
- (ii) access (or permission to be privy) to Victoria Police information; and
- b) have the Confidant immediately removed from its premises (if applicable).

3.2 In addition to clause 3.1, the Confidant acknowledges and agrees that any breach by him/her of clause 2.1 (k) may constitute an offence punishable by way of a fine or imprisonment.

**4. Survival**

4.1 The Confidant acknowledges and agrees that the obligations of confidentiality he/she owes to Victoria Police pursuant to this Deed will remain in force notwithstanding that the purpose for which the Confidant required access or was privy to Victoria Police Information has been achieved, abandoned or suspended.

**5. Governing Law**

This Deed is governed by the law of Victoria.

**6. Variation**

Any purported variation of a provision of this Deed shall be ineffective unless in writing and executed by the parties.

**7. Severance**

If any provision of this Deed becomes invalid or unenforceable for any reason the remaining provisions will remain valid and enforceable.

**8. Waiver**

8.1 No waiver by Victoria Police of a breach of any obligation or provision contained in this Deed shall operate as a waiver of another breach of the same or of any other obligation or provision.

8.2 No obligation or provision contained in this Deed shall be taken either at law or in equity to have been varied, waived, discharged or released by Victoria Police unless it is in writing and signed by Victoria Police.

**Executed as a Deed on the date set out at the commencement of this Deed.**

**SIGNED SEALED and DELIVERED )**

by ..... )  
 (Print name of Confidant) )

.....  
 (Signature of Confidant)

in the presence of: )  
 )  
 )  
 ..... )  
 (Print name of Witness) )

.....  
 (Signature of Witness)

Date: ...../...../20.....