**PARTY DETAILS**

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| --- | --- | --- |
| **Short name** | **VCCC Alliance** | **You** |
| Full name | Victorian Comprehensive Cancer Centre Limited ACN 140 233 790 ABN 84 140 233 790 | [##Insert full legal name]  |
| Contact details | Attention: Faiza UsmanPost: Level 10, 305 Grattan St, Melbourne VIC, 3000Phone: 0431886004Email: Faiza.usman@unimelb.edu.au  | Post: [##Insert postal address]Phone: [##Insert phone number]Email: [##Insert email address] |

### 1 DEFINITIONS

1.1 **Confidential Information** means all information or data made accessible to you by VCCC Alliance, but does not include:

(a) information that is, or becomes part of the public domain other than by your breach of this undertaking;

(b) information lawfully obtained by you from another person without any restriction as to use and disclosure; and

(c) information in your possession prior to disclosure to it by the VCCC Alliance.

1.2 **Conflict of Interest** means:

(a) Actual Conflict of Interest –a direct conflict between your roles and responsibilities for the VCCC Alliance and your interests or private life and your associates, where those interests actually motivate or influence the way in which you execute your roles and responsibilities for the VCCC Alliance.

(b) Perceived Conflict of Interest – a perception that your interests or private life or that of your associates, or other associations, could improperly influence the way in which you execute your roles and responsibilities for the VCCC Alliance.

(c) Potential Conflict of Interest – the potential for your interests or private life or that of your associates, to interfere with your capacity to undertake your role and responsibilities for the VCCC Alliance without improper influence.

### 2 CONFIDENTIALITY

2.1 You must maintain in strict confidence all Confidential Information.

2.2 You must secure the Confidential Information and keep it secure.

2.3 You must not disclose the Confidential Information except in accordance with clause 3.

### 3 RESTRICTION ON USE

3.1 You must only use the Confidential Information for the purpose of your dealings with the VCCC Alliance (whether directly or indirectly) under a written agreement.

3.2 You must:

(a) not copy or reproduce Confidential Information without the VCCC Alliance’s prior consent;

(b) not allow any other person outside the VCCC Alliance access to the Confidential Information without the VCCC Alliance’s prior written consent; and

(c) take all necessary precautions to prevent unauthorised access to or copying of the Confidential Information in your control,

except as required by law to do so.

3.3 If you are or may be required by law or court order to disclose any Confidential Information, you must:

(a) immediately notify the VCCC Alliance in writing of the requirement;

(b) use all reasonable endeavours to assist and permit the VCCC Alliance to oppose or minimise disclosure of the Confidential Information; and

(c) if disclosure cannot reasonably be avoided, use its reasonable efforts to make disclosure in terms which will preserve the confidentiality of the Confidential Information to the fullest extent practicable.

3.4 If the VCCC Alliance grants its consent, it may impose conditions on that consent. In particular, the VCCC Alliance may require that you obtain the execution of an undertaking in these terms by the person to whom you propose to disclose the Confidential Information.

3.5 All media requests concerning the VCCC Alliance are to be referred to the Executive Director. You must not give press conferences or interviews in relation to the VCCC Alliance unless specifically authorised by the Executive Director or Board Chair.

3.6 You must return all Confidential Information to the VCCC Alliance when requested and must not keep copies unless legally required to.

3.7 Your obligations under this undertaking will not have been breached where the Confidential Information is legally required to be disclosed.

### 4 INDEMNITY

4.1 You agree to indemnify and keep indemnified the VCCC Alliance in respect of any loss, liability or expense (including legal fees and expenses) suffered or incurred by the VCCC Alliance arising out of or in connection with:

(a) a breach of your obligations under this undertaking; or

(b) any misuse of Confidential Information by your or any of your associates; or

(c) any disclosure by you or any of your associates in breach of an obligation of confidence whether arising under this undertaking or otherwise.

4.2 You acknowledge and agree that a breach of this undertaking may cause irreparable damage to the VCCC Alliance that may give rise to foreseeable consequential and special damages.

### 5 CONFLICT OF INTEREST

5.1 You undertake to disclose to the VCCC Alliance the nature and extent of any Conflict of Interest you currently have, or that arises during the course of your role with the VCCC Alliance.

5.2 You undertake to make further and continuous declarations detailing any Conflict of Interest that may arise during your tenure on any VCCC Alliance committee or group.

5.3 If you have a Conflict of Interest in a matter or proposal which is being discussed by other members of a VCCC Alliance committee or group you are a member of, you must:

(a) remove yourself from any relevant discussion;

(b) abstain from any assessment or any decision in relation to a matter or proposal where such a conflict exists until such time as the Conflict of Interest does not exist or a conflict management plan is put in place to the satisfaction of the VCCC Alliance.

5.4 You acknowledge that you, and your associates, must not seek, offer or accept any payments, gifts, benefits or entertainment beyond that which is considered as normal and legitimate business practice in line with the VCCC Alliance Gift, Benefits and Hospitality Policy. Any matter arising under this clause must be reported to the VCCC Alliance Executive Director.

### 6 SURVIVAL

 This undertaking will survive the termination or expiry of any contract between the VCCC Alliance and you that provides for the performance of services or the provision of goods by you (whether directly or indirectly).

### 7 PRODUCTION OF DOCUMENTS

7.1 Immediately upon request by the VCCC Alliance, you must deliver to the VCCC Alliance all documents containing Confidential Information in your possession or control .

7.2 If, at the time of such a request, you are aware that documents containing Confidential Information are beyond your possession or control, then you must provide full details of where the documents containing the Confidential Information are, and the identity of the person who has control of them.

### 8 APPLICABLE LAW

 The laws of Victoria govern this undertaking.

Signed as a Deed Poll in favour of the VCCC Alliance

**OPTION FOR INDIVIDUAL**

|  |  |  |
| --- | --- | --- |
| **SIGNED, SEALED AND DELIVERED** as a deed poll in favour of VCCC Alliance by **[NAME]**:  | ) )  |   |
|   |   |   |
| Date:  |   |   |
|   |   |   |
|   |   |   |
| Witness name  |   | Witness signature  |

**OPTION FOR COMPANY**

|  |  |  |
| --- | --- | --- |
| **SIGNED, SEALED AND DELIVERED** as a deed poll in favour of VCCC Alliance in accordance with section 127 of the *Corporations Act 2001*:  | ) )  |   |
|   |   |   |
|   |   |   |
|   |   |   |
| Director  |   | Director/Secretary  |
|   |   |   |
|   |   |   |
| Name  |   | Name  |
|   |   |   |
|   |   |   |
| Date  |   | Date  |

**Conflict of Interest Declaration**

|  |  |
| --- | --- |
| Name | [insert] |
| Job Title | [insert] |
| Phone | [insert] |
| Email | [insert] |
| Purpose  | [insert reason for disclosure of confidential information] |
|  |  |

I hereby declare that:

[ ]  I have no financial or other personal interest, direct or indirect, in any matter that raises or may raise an actual, potential or perceived conflict of interest with my duties under the Project.

Or

[ ]  I have a financial or other personal interest, direct or indirect, in certain matters that raises or may raise an actual, potential or perceived conflict with my duties under the Project as follows:

[ ]  I receive reasonable fees under a written agreement with VCCC Alliance for professional or technical services outside the scope of my ordinary duties under the Project as stated below:

[ ]  Other - the particulars of such matter(s) are stated below:

I will manage any disclosed interests as follows:

[ ]  I will not be involved in any decision to which the conflict is directly relevant;

[ ]  I will not be present during any discussion at which the conflict is the subject matter;

[ ]  I will not discuss the conflicting subject matter with persons who will make a decision regarding the conflicting matter unless permitted to do so.

[ ]  Other: Please attach.