**Mental Health Commission**

**Declarations & Confidentiality**

**Non-Disclosure Agreement**

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| Version Number: | MHC V2.0 |
| Effective Date: | September 2015 |
| Authorised By: | Director Corporate Services |

**Mental Health Commission**

**Declaration & Confidentiality Non-Disclosure Agreement**

1. **CONFIDENTIAL AND PROPRIETARY INFORMATION**

As an employee or contractor of the Mental Health Commission (MHC), you may have access to Confidential and Proprietary Information that is sensitive. Any unauthorised use or disclosure of this information would cause serious and irreparable injury to MHC.

* 1. MHC requires that Confidential Information must be kept strictly and absolutely confidential and always handled as required in accordance with the approved MHC protocols, policies and with all applicable legislation.
  2. MHC requires that all persons authorised to have access to Confidential Information acknowledge their obligations to uphold confidentiality.
  3. You are subject to obligations of confidentiality under your contract of employment.
  4. You are subject to a duty of confidentiality under the common law when you receive or have access to confidential information.

1. **NON-DISCLOSURE**

You acknowledge that:

* 1. You agree to use your best efforts to safeguard the Confidential and Proprietary Information of MHC, and to prevent the unauthorised, negligent or inadvertent disclosure thereof.
  2. You shall not, without the prior written approval of an authorised officer of MHC, directly or indirectly, disclose the Confidential and Proprietary Information to any other person or business entity.
  3. You shall promptly notify MHC in writing of any unauthorised, negligent or inadvertent disclosure of Confidential and Proprietary Information.
  4. You shall only use Confidential and Proprietary Information for the completion of your job duties, as specified in the contract, and never for your personal gain.
  5. You shall be liable under this agreement to MHC for any disclosure in violation of this agreement.

1. **DECLARATIONS**

You acknowledge that:

* 1. Any changes in circumstances relating to criminal offences or if there is a discontinuance of essential qualification or membership required for your position is reported to your manager or supervisor.

1. **CONSEQUENCES OF A BREACH OF CONFIDENTIALITY**

Any breach of your confidentiality obligations may be considered misconduct and may lead to the following consequences, as applicable:

* 1. Your misconduct may result in the termination of your contract of employment with MHC.
  2. Your misconduct, if it is likely to constitute a breach of section 81 of the *Criminal Code* in relation to unauthorised disclosure of official information may be reported to the Police.
  3. Your misconduct may be reported to the Corruption and Crime Commission (CCC).
  4. Your misconduct may be considered to be in breach of discipline and may be dealt with in accordance with Part 5, Division 3 of the *Public Sector Management Act* and the Department of Premier and Cabinet’s ‘Disciplinary Procedures Guide’.

**AGREEMENT**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, agree with and acknowledge this entire agreement.

**EMPLOYEE/CONTRACTOR**

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Employee/Contractor Name Signature Date

**WITNESS**

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Witness Name Signature Date

**AUTHORISED HR OFFICER OF MENTAL HEALTH COMMISSION**

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Authorised Officer Name Signature Date