# **Deed of confidentiality form - Auditor**

Version 10

March 2024

**THIS DEED** is made this       day of       20

**BETWEEN** the State of Queensland acting through the Department of Employment, Small Business and Training (also known as ‘the discloser’)

**AND**       (also known as ‘the recipient’)

[insert name]

**BACKGROUND**

1. The parties are contemplating entering into a contract for the provision of quality audit services under the Queensland Quality Standards for Principal Employer Organisations (also known as the ‘Queensland standards’).
2. The discloser requires the recipient to preserve and maintain the confidentiality of information disclosed to the recipient in the course of undertaking the audit services.

**NOW THIS DEED WITNESSES:**

1. For the purposes of this deed, the term ‘confidential information’ includes but is not limited to:
2. any information designated in writing as confidential by the discloser or principal employer organisation from time to time during the term of this deed

and

1. any information imparted in confidence to the recipient by the discloser or principal employer organisation.
2. The recipient shall not - whether by its employees, agents, or otherwise - disclose, whether directly or indirectly, any confidential information to a third party.
3. The recipient shall, from time to time, obtain from any of its employees, agents, sub-contractors or contractors—as may be designated by the discloser - the execution of separate deeds of confidentiality in a form acceptable to the discloser.
4. The recipient shall return to the discloser all materials containing or relating to confidential information immediately upon demand by the discloser. The recipient shall not retain any record, representation or reproduction howsoever made of the confidential information.
5. The recipient agrees that its undertakings and obligations pursuant to this deed shall continue in force until such time as the confidential information disclosed becomes public knowledge other than by breach of this deed or, in relation to a particular piece of confidential information, until a period of two years has elapsed since its disclosure notwithstanding the termination of the deed.
6. The recipient agrees to indemnify and hold harmless the discloser against all liability, losses, claims, damages, and costs which may be incurred by or ordered against the discloser as a result of any breach by the recipient of this deed.

**EXECUTED AS A DEED ON THE DATE FIRST MENTIONED IN THIS DEED:**

SIGNED, SEALED and DELIVERED by )

(on behalf of the Department of Employment, Small Business and Training)

)

……………………………………………… ) X ………………………………………… )

[print name] ) [signature] )

)

this …………… day of ……..……… 20… ) )

)

)

SIGNED, SEALED and DELIVERED by )

)

……………………………………………… ) X ………………………………………… )

[print name of auditor] ) [signature] )

)

)

this …………… day of ……..……… 20… )

**Disclaimer:** The Department of Employment, Small Business and Training is collecting the information on this form to execute a Deed of Confidentiality in relation to the audit of principal employer organisations under the *Queensland Quality Standards for Principal Employer Organisations*. Only authorised departmental officers have access to this information. Your personal information will not be disclosed to any other third party without your consent, unless authorised or required by law.

Lodge the completed confidentiality form with the departmental officer below and provide a copy to each principal employer organisation audited at the opening meeting:

Senior Program Officer

Stakeholder and Industry Relations Unit

Department of Employment, Small Business and Training

PO Box 15483

CITY EAST QLD 4001

Any queries should be directed to Stakeholder and Industry Relations, at the above address or by email to [SIRT@desbt.qld.gov.au](mailto:SIRT@desbt.qld.gov.au).