



Australian Government

Department of Finance

Panel Head Agreement

A Deed

Between

**the Commonwealth of Australia as represented by
the Department of Finance**

And

[insert name]

**for the Provision of Management Advisory Services
to the Australian Government**

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**Personal
Information**

has the meaning it has in the Privacy Act.

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Privacy Act

the *Privacy Act 1988* (Cth).

**Protective
Security Policy
Framework**

the *Protective Security Policy Framework* outlined at www.protectivesecurity.gov.au, including the Australian Government Information Security Manual outlined at <https://acsc.gov.au/infosec/ism/index.htm>.

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Part C – General Terms and Conditions

16 Commonwealth Laws and policy requirements

16.1 Compliance with Laws

16.1.1 The Service Provider must comply with, and ensure its Personnel comply with all Laws applicable to the provision of Services under this Head Agreement and any Contract, in particular:

(a) *Crimes Act 1914* (Cth);

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(c) *Privacy Act 1988* (Cth);

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22.4 No reduction in privacy obligations

- 22.4.1 Nothing in this clause 22 limits any obligation which either party may have under Statute including the Privacy Act, any applicable State or Territory privacy legislation, or under a Contract, in relation to the protection of Personal Information.

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23 Security

23.1 General

- 23.1.1 The Service Provider agrees to comply with any applicable security requirements specified in the Protective Security Policy Framework (including those provisions relevant to Commonwealth contracted service providers), as required by an Agency in an Order.
- 23.1.2 An Order may include Additional Requirements for security.
- 23.1.3 The Service Provider agrees to implement security procedures to ensure that it meets its obligations under this clause 23 and will provide reasonable details of these procedures to an Agency on request.

24 Privacy

24.1 Personal Information

24.1.1 Clauses 24.1.1 to 24.1.7 apply:

- (a) where the Service Provider deals with Personal Information for the purpose of providing the Services in accordance with this Head Agreement or any Contract; and
- (b) subject to any modifications or exclusions set out in an Order.

24.1.2 The Service Provider acknowledges that it is or may be considered to be a 'contracted service provider' within the meaning of section 6 of the Privacy Act, and agrees in respect of any Personal Information obtained as a result of this Head Agreement or during the course of performing the Services under a Contract:

- (a) to use or disclose that Personal Information only for the purposes of this Head Agreement or that Contract;
- (b) to comply with the obligations contained in the Australian Privacy Principles (APPs) as if it were an 'agency' under the Privacy Act;
- (c) not to do any act, or engage in any practice that would breach an Australian Privacy Principle, or which if done or engaged in by Finance or the relevant Agency, as the case may be, would be a breach of that APP by Finance or that Agency; and
- (d) to ensure that any Service Provider Personnel and Subcontractors who are required to deal with Personal Information for the purposes of this Head Agreement or a Contract, are made aware of the obligations of the Service Provider as set out in this clause 24.

24.1.3 If the Service Provider becomes aware that there are reasonable grounds to suspect that there may have been an Eligible Data Breach in relation to any Personal Information obtained by the Service Provider as a result of this Head Agreement or during the course of performing the Services under a Contract, the Service Provider must:

- (a) notify Finance and the relevant Agency, as the case may be, in writing as soon as possible, which must be no later than within three days of becoming aware; and
- (b) unless otherwise directed by Finance or the Agency, carry out an assessment in accordance with the requirements of the Privacy Act.

24.1.4 Where Finance or an Agency notifies the Service Provider that there has been, an Eligible Data Breach in relation to any Personal Information obtained as a result of this Head Agreement or during the course of performing the Services under a Contract, the Service Provider must:

- (a) take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any of the individuals to whom it relates;

- (b) unless otherwise directed by Finance or the relevant Agency, as the case may be, take all other action necessary to comply with the requirements of the Privacy Act; and
 - (c) take any other action as reasonably directed by Finance or the Agency.
- 24.1.5 The Service Provider must promptly notify the Panel Manager in respect of this Head Agreement, and the Agency Representative in respect of a Contract, and the Information Commissioner where required, if the Service Provider:
 - (a) becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in this clause 24, whether by the Service Provider or a Subcontractor;
 - (b) becomes aware that a disclosure of Personal Information may be required by Law; or
 - (c) receives a request or an inquiry from the Information Commissioner, or from any individual to whom any Personal Information held by the Service Provider or a Subcontractor relates, in respect of Personal Information.
- 24.1.6 The Service Provider's obligations in this clause 24 are in addition to, and do not restrict, any obligations it may have under the Privacy Act or the APPs including any privacy codes or principles that would apply to the Service Provider but for the application of the other provisions of this clause 24.
- 24.1.7 Nothing in this clause 24 derogates from clauses 22 or 23.

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