



**INDEPENDENT REVIEW
PHARMACEUTICAL BENEFITS SCHEME
DEED POLL
CONFIDENTIALITY UNDERTAKINGS**

THIS DEED POLL is made the day of200...

by *[insert name of Recipient]*
of*[insert address of Recipient]*(‘the Recipient’).

RECITALS

- A. The Commonwealth of Australia (‘the Commonwealth’) has established the Independent Review (PBS) to provide an opportunity for review to occur when the Pharmaceutical Benefits Advisory Committee (PBAC) has declined to recommend the listing of a drug on the Pharmaceutical Benefits Scheme (PBS) or in certain circumstances an extension of the listing of an already listed drug.
- B. The Commonwealth (acting through the Convenor of the Independent Review (PBS)) (‘the Convenor’) intends to engage a Reviewer to provide certain services in relation to the Independent Review (PBS) and as part of the process for selecting the Reviewer may disclose to prospective Reviewers, including the Recipient, certain information which is Confidential Information.
- C. The Commonwealth requires, and the Recipient agrees, that it is necessary to take all reasonable steps (including by executing this Deed Poll) to ensure that the Confidential Information is kept confidential.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 In this Deed Poll, unless the contrary intention appears:

‘**Commonwealth Material**’ means any Material provided by the Commonwealth to the Recipient for the purposes of selecting a Reviewer.

‘**Confidential Information**’ means:

- (a) information that is by its nature confidential;
- (b) information that is designated by the Commonwealth as confidential;
- (c) all Commonwealth Material relating to the Sponsor’s submission and in particular the name of the Sponsor, the name of the drug or medicinal preparation, the subject of the review and the reasons for the application for the review; and
- (d) information that the Recipient knows or ought to know is confidential;

but does not include information which:

- (e) is or becomes public knowledge other than by breach of this Deed Poll or any other confidentiality obligations;
- (f) is required to be disclosed by statute or court order;
- (g) is in the possession of the Recipient without restriction in relation to disclosure before the date of receipt from the Commonwealth; or
- (h) has been independently developed or acquired by the Recipient as established by written evidence.

‘Convenor’ means the person who is contracted to be the Convenor of the Independent Review (PBS).

‘Material’ includes documents, equipment, software (including source code and object code), goods, information, and data stored by any means including all copies and extracts of the same.

‘Sponsor’ means the entity which makes application for the listing of the drug or medicinal preparation on the PBS.

2. UNDERTAKINGS OF NON-DISCLOSURE

- 2.1 The Recipient agrees to keep secret and confidential all Confidential Information.
- 2.2 The Recipient must not copy, reproduce or disclose to any person (other than the Commonwealth or the Convenor) any Confidential Information without the prior written consent of the Commonwealth, which consent the Commonwealth may grant or withhold in its absolute discretion.
- 2.3 Without limiting the previous obligations and in addition to the previous obligations, the Recipient must not make any announcement or statement, whether orally or in writing, that may reasonably be expected to become publicly available, or communicate with the media, in relation to the Independent Review (PBS) or the selection process for a Reviewer without the prior written consent of the Commonwealth, which consent the Commonwealth may grant or withhold in its absolute discretion.

3. RESTRICTION ON USE

- 3.1 The Recipient must use the Confidential Information only for the purpose of responding to the Commonwealth or the Convenor as part of the process for selecting the Reviewer (‘the Purpose’).

4. RETURN OF MATERIALS

- 4.1 The Commonwealth may, at any time and without notice, demand either orally or in writing the return to the Commonwealth of all Material in the possession or control of the Recipient which contains Confidential Information.

5. SECURITY

5.1 If requested by the Commonwealth, the Recipient must cooperate in any security checks the Commonwealth wishes to make of the Recipient (including by providing information usually requested in such circumstances).

6. INDEMNITY

6.1 The Recipient indemnifies the Commonwealth against any claim, loss, liability or expense reasonably incurred by the Commonwealth which is caused or contributed to by the Recipient’s failure to comply with this Deed Poll.

7. PROCEEDINGS

7.1 The Recipient acknowledges that the Commonwealth may take legal proceedings against the Recipient if there is an actual, threatened or suspected breach of this Deed Poll, including obtaining an injunction to restrain such breach.

8. DEED POLL IN FAVOUR OF

8.1 This Deed Poll is given in favour of the Commonwealth.

9. SURVIVAL OF UNDERTAKINGS

9.1 The obligations in this Deed Poll are perpetual.

10. GOVERNING LAW

10.1 This Deed Poll is governed by and will be construed according to the law of the Australian Capital Territory.

Executed as a Deed Poll

SIGNED SEALED AND DELIVERED

by the Recipient:

.....
(Printed name of Recipient)

.....
(Signature of Recipient)

in the presence of:

.....
(Printed name of witness)

.....
(Signature of witness)