

Senate Standing Committee on Economics

ANSWERS TO QUESTIONS ON NOTICE

Treasury Portfolio

Supplementary Budget Estimates

19 – 20 October 2011

Question No: SBT 824

Topic: External contractors

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Senator Bushby asked:

Senator BUSHBY: I understand. When you engage external contractors, effectively, I presume they would need to sign up to a secrecy and confidentiality agreement.

Mr Jones: Yes.

Senator BUSHBY: Is that a standard formal agreement?

Mr Jones: Yes.

Senator BUSHBY: Do you sign up to everybody? I could use the same agreement with all external contractors?

Mr Jones: Possibly not. It would depend upon the nature of the contracting work. I might have to take that on notice in the sense that for an IT contractor it may be significantly different to the confidentiality agreement we would take for a lawyer that is looking at a lot of confidential material. I am not quite certain of that.

Senator BUSHBY: I imagine they may well, in some circumstances, be tailored to the type of work that they are doing. They would have different exposure to different information.

Mr Jones: I would think so, yes.

Dr Laker: The general principle of it would require anybody working in that capacity to accept confidentiality obligations that we are under.

Senator BUSHBY: That is a fairly tight document that ties them down, in that respect.

Mr Jones: Yes.

Senator BUSHBY: It is not like just a general, 'We agree to abide.' You abide by a specific document that they would sign up to.

Answer:

The standard contracts that APRA uses to engage external contractors contain confidentiality and privacy clauses regardless of the services provided.

In addition, prior to commencement, all external contractors who have access to APRA systems are personally required to sign a Confidentiality and Privacy Undertaking. This applies irrespective of their status as officers, employees, agents or subcontractors of the contracted agency, or whether they are contracting in their personal capacity. This undertaking states, amongst other things, that

the obligation not to disclose confidential information continues after the engagement has completed and that criminal penalties and/or personal liability may apply in the case of breach.

As an additional measure, where the APRA staff member to whom the contractor reports believes it is warranted, they may require the contractor to meet obligations more onerous than the standard.