

Terms of use for Professional Advisory Services Panel

The State acting through the Department of Treasury and Finance has entered into a Master Supply Agreement with Service Providers for the provision of professional advisory services thereby establishing the Professional Advisory Services State Purchase Contract Panel ('the Panel').

A condition of providing you with the Confidential Information is that you agree on behalf of yourself and your organisation to:

- (a) treat as secret and confidential all Confidential Information;
- (b) only use the Confidential Information for the purposes of joining the Panel and purchasing under the Panel;
- (c) not use the Confidential Information for the purpose of 'bench marking', or any other form of price comparison or analysis, unless directly related to the process of joining the Panel;
- (d) not allow any other person access to the Confidential Information without the permission of the Department of Treasury and Finance Category Manager ('Category Manager') and provided always that such internal disclosures and discussions be on the same basis of total confidentiality;
- (e) not copy or reproduce the Confidential Information (in whole or in part) without the approval of the Category Manager;
- (f) take all necessary precautions to prevent unauthorised access to or copying of the Confidential Information in your or your organisation's control;
- (g) fully comply with the Information Privacy Principles and any applicable Code of Practice, pursuant to the *Privacy and Data Protection Act 2014* (Vic); and
- (h) immediately notify the Category Manager if you become aware that the Confidential Information is being used in breach of any of the above conditions.

Confidential Information means

- (a) the terms of the Master Supply Agreement (excluding the General SPC Terms, to the extent the State elects to publish these online);
- (b) any information, data or material (whether in material form or not) that is:
 - disclosed or revealed (whether directly or indirectly) by a party to the other party under or in relation to the Agreement; and
 - by its nature is confidential, is designated by the disclosing party as confidential, or the receiving party knows or reasonably ought to know is confidential; and
- (c) copies of any of the information, data or material referred to in clause (b) above, but does not include information that:
 - is or becomes generally available in the public domain, other than through any breach of confidence;
 - is rightfully obtained by the receiving party from a third person other than as a result of a breach of confidence; or
 - has been independently developed or obtained without a breach of the Master Supply Agreement.

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Your organisation may join the Panel. Should your organisation join the Panel, you agree on behalf of yourself and your organisation to:

- (a) comply with the terms and conditions of the Master Supply Agreement.
- (b) comply with any reasonable directions of the State;
- (c) not incur any obligation or make any representation on behalf of the State without the prior written consent of the State;
- (d) be solely responsible for the negotiation and conduct of individual procurements made under the Panel; and
- (e) participate in any performance assessment process that the State may require.