

Terms of use for Professional Advisory Services Panel

The Department of Treasury and Finance ('the Lead Department') has entered into a Standing Offer 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 information that is by its nature confidential, is designated as confidential or you know or ought to know is confidential and includes without limitation, information relating to the terms of the Panel and the Service Provider's pricing information (including reviews, rebates or discounts (if any)), and any technical, scientific, commercial, financial or other information of, about or in any way related to the Panel, but does not include information which is:

- (a) publicly known or becomes publicly known, other than by breach of the any of the above conditions or any other obligation of confidentiality;
- (b) disclosed to you or your organisation without restriction by a third party and without any breach of confidentiality by the third party; or
- (c) developed independently by you or your organisation without reliance on any Confidential Information.

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Your organisation may join the Panel by following the procedure outlined in clause 3.1 of the Standing Offer Agreement. 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 Standing Offer Agreement.
- (b) comply with any reasonable directions of the Lead Department;
- (c) not incur any obligation or make any representation on behalf of the Lead Department without the prior written consent of the Lead Department;
- (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 Lead Department may require.