National Horse Traceability

Implementation Taskforce

Terms of Reference – November 2023

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# Overview

The National Horse Traceability Implementation Taskforce (NHTIT) is a non-statutory committee constituted by the National Biosecurity Committee (NBC) to oversee the implementation and operation of a traceability system for horses, donkeys and mules in Australia on behalf of industry stakeholders and the jurisdictions. The system is to be known as the National Horse Traceability System (NHTS)**.** The principal purpose of the NHTS is to enhance the ability for government authorities to trace horses during disease outbreaks and in times of natural disaster.

NHTIT will meet regularly as required with the aim of progressing the development and overseeing the introduction of a NHTS aligning with the model proposed in 2022 by the National Horse Traceability Working Group (NHTWG) *(*[*the NHTWG report*](https://agriculture.vic.gov.au/__data/assets/pdf_file/0004/905260/NHTWG-Report-to-AMM_FA_online-2023.pdf)*)*. The key features of the proposed model is movement recording by industry participants utilising the Property Identification Code (PIC) system maintained by the states and territories.

The NHTIT’s role in the first instance will focus on establishing funding arrangements to support the introduction and maintenance of the recommended NHTS, defining the system’s KPIs, developing a communications plan and working with industry sectors to accommodate and gain maximum benefit from the system.

After five years from its ‘go live’ date, the NHTIT will engage an independent party to review the performance of the NHTS and consider the appropriateness of accommodating broader industry objectives potentially relating to animal welfare, emergency response management and the integrity of the trade in horses.

# Definitions

The following terms apply throughout this document -

|  |  |
| --- | --- |
| **Term** | **Meaning** |
| **AMM** | The Agriculture Ministers’ Meeting comprising Australian/state/territory government ministers with responsibility for primary industries. |
| **NBC** | The National Biosecurity Committee (NBC) provides advice to the [Agriculture Senior Officials Committee](https://www.agriculture.gov.au/about/who-we-are/portfolio) on national biosecurity, and on progress in implementing the [Intergovernmental Agreement on Biosecurity](https://www.agriculture.gov.au/biosecurity-trade/policy/partnerships/nbc/intergovernmental-agreement-on-biosecurity) |
| **Alternate member** | A person who is nominated by a *represented organisation* to attend a NHTIT meeting or subcommittee meeting on behalf of a member who is unable to attend |
| **Attendee (non-member)** | A person not a member of the NHTIT, invited to participate in NHTIT deliberations by the Chairperson |
| **Chairperson** | The person appointed to chair meetings of the Committee, and to report and act as spokesperson on behalf of the Committee |
| **Commercial horse/s** | Horses bred or used for or in association with racing, or in organised equestrian activities |
| **Conflict of interest** | A real or perceived conflict between a member’s duty to act in the best interests of the NHTIT and their private interests |
| **Convenor** | The NHTIT member responsible for arranging meetings, providing secretarial and operational support and preparing meeting minutes and reports |
| **Horse/horses** | For the purposes of the work of the NHTIT, horsesinclude donkeys, mules and hinnies |
| **Horse industry** | Collectively the recreational, equestrian, racing and *working horse* sectors |
| **NHTIT**  **(the Committee)** | The National Horse Traceability Implementation Taskforce |
| **Property Identification Code (PIC)** | The eight-character alphanumeric code for a property as allocated by the relevant state or territory authority. |
| **Property** | A parcel of land that is required under state/territory law to have a PIC, and on which livestock are or may be kept. It includes farms, private residences where livestock are kept, sale venues, holding properties, racing stables, studs, veterinary clinics, racetracks, equestrian and show venues, knackeries and abattoirs |
| **Recreational horse/s** | Horses kept for recreational pursuits, or following their retirement from racing or as a working horse, or as a pet. |
| **Represented organisation** | An organisation approved by NBC to nominate a person to be a member of the NHTIT (see Appendix 13.1) |
| **Responsible person** | The person responsible for the day-to-day care of a horse. Includes trainers, stud masters, and saleyard and veterinary clinic managers. |
| **Subcommittee** | A group of NHTIT members established to undertake project work or progress action items under the direction of the Committee. May include seconded non-members. |
| **Working horse/s** | Horses used principally in agriculture, including horses used to handle livestock on-farm, and in saleyards and feedlots |

# Role of the NHTIT

### The role of the NHTIT is to support the introduction and maintenance of a national horse traceability system (NHTS) in Australia underpinned by movement recording used in conjunction with state/territory PIC systems. The principal purpose of the NHTS is to enhance the ability for government authorities to trace horses during disease outbreaks and in times of natural disaster. The NHTIT will provide progress reports to NBC, consistent with these Terms of Reference.

### The features of the traceability system are as follows:

### The registration and assigning of PICs to all properties throughout Australia on which domesticated horses reside

### Uniform national PIC​ business rules for properties on which horses reside

### Enforcement by the jurisdictions with support from industry of PIC rules and associated legislation

### Mandatory recording by industry participants of horse movements between PICs

### Voluntary microchipping in a standardised manner and associated registration of ‘chipped’ horses on existing databases

### Accommodating mandatory microchipping as an option in sectors where there is a particular need, such as to support integrity imperatives within the racing industries ​

### Use of industry managed microchip or paper-based tracking ​(no national ownership or movement register)​

### Industry registers that record PIC details in relation to locations where horses owned or managed by constituents reside

### Industry registers with authority to release data to government agencies specifically and exclusively for biosecurity and emergency response purposes.

### The Terms of Reference of the NHTIT are to:

1. recommend within 12 months of AMM agreement in principle to proceed, a mechanism for generating the funding needed for system implementation and maintenance, in particular covering costs associated with communications, monitoring and enforcement;
2. develop a cost guide to inform and secure outcome-based funding to enable implementation;
3. oversee the introduction of the preferred NHTS, underpinned by movement recording used in conjunction with state/territory PIC systems within agreed timelines;
4. agree on KPIs against which the performance of the NHTS can be assessed in the future;
5. develop a communications plan to be delivered by government and industry organisations outlining to horse industry participants their NHTS related obligations and the benefits of the system;
6. through an independent review, explore opportunities for greater database integration and electronic movement record collection and storage including leveraging existing industry sector databases and the possibility of adopting Universal Equine Life Number (UELN) standards;
7. encourage and support industry sectors that choose to implement enhanced versions of the NHTS that have broader objectives such as welfare, emergency response management, rider safety and the integrity of trade in horses
8. within five years after its commencement, engage an independent consultant to review the NHTS for the purpose of:

* assessing its effectiveness at tracing horses for biosecurity purposes against agreed performance standards (as listed in the business rules - see Appendix A)
* advising AMM on the benefits, feasibility, cost and a funding model to support the introduction of a microchip-based traceability system for all horses incorporating a national horse database and movement register, and covering associated start-up costs and on-going communications, monitoring and enforcement activities
* considering the appropriateness of accommodating broader industry objectives potentially relating to animal welfare, emergency response management and the integrity of trade in horses, as part of the NHTS, and
* proposing appropriate amendments to the NHTS business rules to enhance the system’s performance.

Other complementary activities include:

1. Refreshing of the PIC registers maintained by the jurisdictions for all parcels of land on which horses reside, with ongoing work to ensure that these registers remain accurate and up-to-date
2. Working with existing identification and movement recording registers to maximise their value during biosecurity emergencies and natural disasters
3. Supporting registers to accommodate, utilise and align with uniform PIC business rules
4. Encouraging registers to establish authority to release data to government agencies specifically for biosecurity and emergency response purposes
5. Explore opportunities for greater database integration and electronic movement record collection and storage including the possibility of adopting Universal Equine Life Number (UELN) standards.
6. The NHTIT will not have a defined focus on welfare outcomes, welfare activities related to horses or be deliberating on end-of-life options for horses.

## **Issues for the Taskforce to consider**

### The NHTIT will use as background, and be guided by, the October 2022, *‘National Horse Traceability Working Groups report’* (the Report).

### The NHTIT will take into account the diverse range of reasons why horses are kept in Australia and strive to achieve a common outcomes-based vision of traceability that will address biosecurity, welfare and broader *horse industry* and stakeholder needs.

### The NHTIT will need to consider what legal framework, communications and enforcement mechanisms will be required to achieve adequate compliance.

### A national horse register will need to be based on a consistent set of state and territory laws, supported by a formal governance mechanism to oversee the national operation of the system, and agreed arrangements between stakeholders in relation to compliance, information sharing, compliance reporting and funding.

# Membership

## **Composition**

### The membership of the NHTIT will consist of the following positions:

1. Chairperson;
2. Members nominated by *represented organisations* (see Appendix 13.1 for a list of *represented organisations*)

4.1.2 *Represented organisations* can choose to not nominate a person to join the Committee as a member.

## **Term of appointment**

### The term of office of the Chairperson and members will be up to three years from the date of the first meeting, or as determined by NBC.

## **Vacancies**

### A member of the NHTIT may resign in writing addressed to the Chairperson and copied to the *Convenor*.

### NBC or that person’s nominating organisation may remove a member from office if:

### the member becomes incapable of performing his or her duties;

### the member is negligent in the performance of duties;

### the member engages in improper conduct (including but not limited to breaches of responsibility or confidentiality requirements as set out in this terms of reference);

### the member breaches confidentiality;

### the member is absent from three consecutive meetings of the NHTIT without leave granted by the Chairperson or, in the case of the Chairperson, by NBC;

### the member or Chairperson fails to disclose a pecuniary interest as required; or

### for any other reason determined by NBC.

### The member appointed by a *represented organisation* to fill a vacancy will be appointed for the balance of the term of office of the member being replaced.

### NBC may at any time disband the NHTIT.

## **Absences**

### In the case of absence of the Chairperson at any meeting of the NHTIT, the members present will at the commencement of the meeting elect a member to preside at that meeting as Chairperson.

### Subject to the approval of the Chairperson, a *represented organisation* may nominate another person (an *alternate member*) to attend a meeting in the absence of their nominated member. The *alternate member* shall be able to act as if they are a member during discussions and have voting rights.

## **Attendees (non-members)**

### Upon the invitation of the Chairperson, an *attendee* may attend a meeting.

### An *attendee* may participate in discussions at the invitation of the Chairperson.

### An *attendee* does not have voting rights.

### *Attendees* are bound by the confidentiality and codes of conduct that apply to members of the NHTIT.

# Remuneration and expenses

### Remuneration of members and *alternate members* including meeting related expenses shall be the responsibility of their *represented organisation*.

### Members representing volunteer organisations (as prescribed in Appendix 13.1) shall be entitled to receive remuneration for a daily sitting fee and for the provision of allowances for travelling and personal expenses as prescribed by the relevant Appointment and Remunerations Guidelines.

### The remuneration of the *Chairperson* shall be the responsibility of the *represented organisation* responsible for nominating the *Convenor*.

### *Attendees* (non–members) and members of *subcommittees* will not be entitled to receive remuneration or expenses unless they are representing a volunteer organisation (as prescribed in Appendix 13.1).

# Roles and responsibilities of Chairperson

### The Chairperson will facilitate an orderly and constructive discussion between members to ensure delivery of the responsibilities of the NHTIT set out in these Terms of Reference.

### The Chairperson is responsible for engaging with the *Convenor* on the development of meeting agendas and the progress of actions arising from meetings.

### Subject to confidentiality requirements, the Chairperson is the spokesperson for the NHTIT and may represent the NHTIT where deemed appropriate.

### The Chairperson is responsible for monitoring the performance of the NHTIT, including drawing a member’s attention to non-adherence to standards of respectful behaviour or to the Committee’s responsibilities as outlined in the Terms of Reference.

### The Chairperson is responsible for allocating actions and expected completion dates in a project brief to a responsible NHTIT member or subcommittee.

### The Chairperson is responsible for meeting or facilitating all reporting requirements outlined in clause 12.9 (Reporting) in relation to the Terms of Reference.

### Under the direction of the Committee or *Convenor*, the Chairperson may from time-to-time also write to or seek information from stakeholders, or attend meetings with stakeholder organisations.

# Roles and responsibilities of members

### The primary role of members is to enable the NHTIT to provide advice to NBC based on their collective experience and knowledge.

### Members are responsible for investing sufficient time prior to meetings to be able to understand matters under consideration by the NHTIT and to participate in decisions relating to those matters.

### Members must participate in, and equitably share, the workload of the NHTIT.

### Members must adhere to the confidentiality provisions.

### It is the responsibility of members to:

### share information and knowledge with other members;

### commit to the consensus decision of the NHTIT, regardless of whether or not the final decision is to their liking;

### adhere to respectful conduct in relation to the governance and operation of the NHTIT; and

### act in the best interests of the NHTIT.

### If a member cannot perform the role they have voluntarily assumed by participating as a member of a collective team of expert advisers, they must consider withdrawing from the NHTIT.

# Confidentiality

### Members are to keep all deliberations of the NHTIT confidential and must not release information that might serve to prejudice the activities of the NHTIT.

### The Chairperson will be the only person able to make public statements about the deliberations of the NHTIT.

### Correspondence between stakeholders and the NHTIT, as well as papers supplying information regarding matters before the NHTIT, shall be deemed confidential and are not for distribution unless otherwise approved by the Chairperson.

### Members who resign, retire or otherwise depart from the NHTIT shall not, without the prior express approval of the Chairperson, expose or release any document identified as confidential, that has come into their possession as a result of being a member of the NHTIT.

### It is a condition of attendance that all members and attendees read and sign the Deed of Confidentiality (Appendix 13.2) prior to attendance at a meeting of the NHTIT.

### To assist in its deliberations, the NHTIT may from time to time seek feedback on matters pertaining to its Terms of Reference from represented organisations.  Where NHTIT seeks such feedback, members are permitted to participate in discussions within their nominating organisations, including by providing background information on the context of the request and by contributing to the drafting of the represented organisation’s feedback.  The participation of members in such discussions will not constitute a breach of confidentiality.

# Freedom of Information

### Members should be aware that all documents relating to the NHTIT (for example meeting papers, minutes and correspondence) will be placed on file by the *Convenor* and will be subject to Victoria’s *Freedom of Information Act 1982*.

### Members should also be aware that electronic documents could also be the subject of a request for production under the *Freedom of Information Act 1982*.

# Conflicts of Interest

### Conflicts of interest include real, potential or perceived conflicts, with direct (held by the member) or indirect (held by a relative or close associate of the member) private interests, or duty to another organisation, which may be either pecuniary or non-pecuniary.

### At the start of each NHTIT meeting, a member shall declare if he or she has an interest in respect to any item on the agenda. If a member has an interest, he or she will declare it, including the nature of the interest and the conflict that results, or may result, from it.

### A member who becomes aware during the meeting that he or she has an undeclared interest must declare it immediately.

### A member who believes that another member may have an undeclared interest may raise this as a query during a meeting, or with the Chairperson who must then decide how best to resolve the matter.

### When the Chairperson, member, *alternate member* or *attendee* makes a declaration of conflict of interest, the Chairperson, or in the case of a declaration by the Chairperson, the members as a collective may:

### refuse the member the right to speak to the business;

### refuse the member the right to vote on that business;

### require the member to withdraw from a meeting for the period of discussion and resolution of that business.

### Where the Chairperson, member, *alternate member* or *attendee* declares a conflict of interest, this will be recorded in the minutes of the meeting.

# Subcommittees

## **Role of subcommittees**

### Where required, the NHTIT may establish *subcommittees* that may include participation by non-members or seek wider consultation to assist the Committee to carry out its functions.

### Prior to being established, *subcommittees* will require a formal written project brief clearly outlining the work to be undertaken by the *subcommittees*, membership, reporting requirements and associated deliverables and timeframes for the work’s completion. The *subcommittee’s* project brief is to be endorsed by the NHTIT.

### *Subcommittees* are to focus exclusively on the tasks assigned to them by the NHTIT and are only permitted to report to the NHTIT.

### *Subcommittee* must uphold and abide by the code of conduct, confidentiality and disclosure conditions listed in this document.

### *Subcommittees* must report back to the NHTIT following each meeting with progress updates.

## **Subcommittee membership**

### The NHTIT shall nominate a member to convene and chair a *subcommittee*.

### With the permission of the Chairperson, *subcommittees* may meet with or seek information from stakeholder representatives or stakeholder organisations.

# Business operations

## **General meeting procedures**

### The NHTIT is likely to meet up to four times per year or as required to ensure the Terms of Reference are met. Meetings will typically be conducted through electronic means rather than in person.

### Members are expected to strive to attend all meetings.

## **Secretariat support**

### The *Convenor* shall provide administrative support services to the NHTIT.

### The *Convenor* will:

1. organise meetings in consultation with the Chairperson;
2. prepare the meeting agenda under the supervision of the Chairperson and circulate it not less than 5 working days prior to a scheduled meeting, unless otherwise agreed;
3. circulate any background, discussion or decision papers not less than 5 working days prior to a scheduled meeting, unless otherwise agreed;
4. prepare the minutes in consultation with the Chairperson not less than 10 working days following a meeting, unless otherwise agreed;
5. prepare briefings to NBC for the endorsement of the Chairperson as required;
6. assist the Chairperson in preparing correspondence, reports, or any other document of relevance to NHTIT business; and
7. maintain files and records of meetings.

## **Quorum**

### A quorum of the NHTIT is constituted by a majority of the members of the NHTIT holding office at that time, including the Chairperson.

### No meeting of the NHTIT shall commence or continue unless a quorum is present.

### Any duly convened meeting at which a quorum is present shall be competent to consider and resolve any business of the NHTIT and may exercise all the functions of the NHTIT.

## **Voting**

### A decision of the NHTIT should, where possible, be reached by consensus. In the absence of agreement, a decision will be on the basis of the majority view.

### An absolute majority will constitute half the voting members present plus one. The Chairperson will retain a deliberative vote and a casting vote in the event of equality of voting. Members will have a single vote.

### Resolutions may be circulated to members out-of-session for decision. Members shall be given a minimum of five business days to respond to an out-of-session resolution.

## **Meeting agenda and papers**

### The *Convenor* shall cause to be circulated in electronic format not less than 5 working days prior to a meeting unless otherwise agreed, an agenda setting out standing business to be considered by the NHTIT.

### Standing agenda items will include, but are not limited to:

1. progress of delivery of milestones;
2. progress of delivery of tasks assigned to a *subcommittee*.

## **Meeting minutes and correspondence**

### Meeting minutes should accurately reflect decisions or recommendations made by the NHTIT, specify each item of business discussed, list action items and briefly summarise essential items of discussion.

### As soon as practical after the draft minutes are approved by the Chairperson, they will be circulated for review by members and formally adopted at the next meeting.

### Following review by the Chairperson and members, correspondence conveying advice from the NHTIT shall be completed as soon as practicable after the meeting at which that advice was discussed.

### If of an urgent nature, correspondence from and to the NHTIT between meetings shall be circulated to all members when received, otherwise correspondence will be circulated as part of meeting agendas.

## **Effect of vacancy or defect**

### Under this clause a decision of the NHTIT is not invalid only because:

1. of a vacancy in its membership; or
2. of a defect or irregularity in the appointment of any of its members.

## **External assistance**

### The NHTIT may resolve to engage a consultant/s to investigate and report on particular matters pertaining to its Terms of Reference.

### The *Convenor* will be responsible for engaging with *represented organisations* to secure the required funding and for recruiting, briefing and supervising any consultant/s who may be appointed.

### All external parties must uphold and abide by the code of conduct, confidentiality and disclosure conditions listed in this document.

## **Reporting**

### The NHTIT is responsible for providing an interim report to NBC detailing activities undertaken within one year of the date of its first meeting.

### 12.9.2 The NHTIT is responsible for providing a report of progress against its Terms of Reference to NBC annually for up to five years from the date of its first meeting.

# Appendices

## **Appendix 1: *Represented organisations***

**Members**

The following organisations (*represented organisations*) are invited to nominate one person to become a member of the National Horse Traceability Implementation Taskforce:

* Animal Health Australia
* Department of Agriculture, Fisheries and Forestry
* Harness Racing Australia
* Racing Australia
* Royal Society for the Prevention of Cruelty to Animals
* Australian Horse Industry Council
* Equestrian Australia
* Each State and Territory Government

Prospective members nominated by a *represented organisation* must have knowledge and expertise in at least one of the following areas:

1. *horse industry* biosecurity threats and animal welfare challenges;
2. livestock traceability systems, horse industry identification systems or companion animal registration systems; or
3. legislation, communications and/or monitoring and enforcement relating to animal identification and traceability systems.

Prospective members nominated by a *represented organisation* must:

1. *commit to engaging with people within their respective industry sectors and must then communicate the perspectives of participants within their sector, as well as their own organisation’s views which might be different, at NHTIT meetings.*

The independent Chairperson will be put forward by the members for endorsement.

### Term

### The role of the NHTIT will be reviewed by NBC no later than three years of the date of its first meeting in relation to its effectiveness and the progress it has made in relation to its Terms of Reference

### NHTIT at any time may by resolution agree that its work has ended, and that the Committee can be disbanded.

## **Appendix 2: Deed of Confidentiality**

**DEED OF CONFIDENTIALITY**

This Deed is made on the\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_.

BY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the Recipient)

being a member or *alternate member* of the National Horse Traceability Implementation Taskforce (NHTIT), or an *attendee* at an NHTIT committee or subcommittee meeting.

Introduction

1. The Recipient is appointed as a member, or as an *alternate member* to the NHTIT*,* or is invited to attend a Committee or subcommittee meeting (an *attendee*).
2. The Information to which the Recipient will have access to as a member, *alternate member* or *attendee* of the NHTIT is confidential.
3. The Recipient will have access to this Information provided that confidentiality can be maintained, and the Recipient has entered into this Deed in order to acknowledge the conditions under which access to the Information will be granted.

It is Agreed:

1. In this Deed –

***Committee*** means the**NHTIT**

***Information*** means all information disclosed (whether orally, in writing or in any other form) to the Recipient including but not limited to deliberations of the Committee, correspondence between stakeholders and the NHTIT, and papers supplying information; and includes:

* 1. all agendas, minutes and records; and
  2. all related information:

generated by the Recipient based on or arising out of any such disclosure.

***Terms of Reference*** means theNHTIT Terms of Reference March 2023.

2. The Recipient agrees to treat as confidential all Information which is disclosed to him/her in the course of carrying out duties as a member or as *alternate member* on the Committee or a *subcommittee*.

3. The Recipient agrees to only use the Information for the purposes of carrying out duties or tasks of the Committee or *subcommittee* and as required in minutes of meetings, work programs or correspondence from the Chairperson and will not make any disclosure of Information to his/her representatives, community associates or stakeholders (a Third Party Recipient), without the prior consent of the Chairperson, which consent may be subject to such terms and conditions, including, without limitation, a condition that the Third Party Recipient executes a Deed of Confidentiality on terms substantially identical to this deed, prior to and as a condition of, receiving any Information.

* 1. To assist in its deliberations, the NHTIT may from time to time seek feedback on matters pertaining to its Terms of Reference from represented organisations.  Where NHTIT seeks such feedback, members are permitted to participate in discussions within their nominating organisations, including by providing background information on the context of the request and by contributing to the drafting of the represented organisation’s feedback.  The participation of members in such discussions will not constitute a breach of confidentiality.
  2. The Recipient agrees not to copy or reproduce the Information (in whole or part) without the prior written consent of the Chairperson. The recipient agrees to mark any copies made as ‘Confidential’ and will take all necessary precautions to prevent unauthorised access to or copying of the Information by any other person.
  3. The Recipient agrees to immediately notify the Chairperson on becoming aware of any unauthorised disclosure, copying or use of the Information in any form and will on request by the Chairperson return to the Convenor or destroy or permanently erase (at the Chairperson’s discretion) any or all copies or forms of the Information (in which case any right to use, copy and disclose that information ceases).
  4. The Recipient agrees to not distribute any Information to any other third party unless with the express written consent of the Chairperson.
  5. This Deed does not extend to information that (whether before or after the date of this Deed):

(a) is rightfully known by, or in the possession or control of, the Recipient and not subject to an obligation of confidentiality on the Recipient; or

(b) is public knowledge (otherwise than as a result of a breach of this Deed); or

(c) the Recipient is required by law to disclose or retain, but only to the extent of any such disclosure or retention.

* 1. The burden of showing that any Information is not subject to the terms and conditions of this Deed will reside with the Recipient.
  2. Ownership of all intellectual property, which subsists in the Information, remains vested solely with the organisation with whom the Convenor is employed. The Recipient agrees that he/she has no title, rights or interests to the Information, in any way whatsoever.
  3. The Recipient’s obligations under this Deed will continue to have effect event after completion or cessation of the Recipient’s appointment or as a member of the Committee or attendance to the Committee (as the case may be) and until such time as each part of the Information lawfully becomes part of the public domain.
  4. The Recipient acknowledges that the organisation with whom the Convenor is employed is entitled (in addition to any entitlement to damages) to an injunction or other equitable relief for any actual or threatened breach of this Deed and without the need to prove any special damage.
  5. Upon request by the Convenor, the Recipient agrees to deliver to the Convenor, delete, or destroy all documents or parts of documents, in the possession or control of the Recipient containing confidential information.

13. Any purported variation of a provision of this Deed shall be ineffective unless in writing and executed by the parties.

14. This Deed is governed by the Law of Victoria.

EXECUTED as a Deed on the date set out at the commencement of this Deed

|  |  |
| --- | --- |
| **SIGNED SEALED and DELIVERED**  By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Print name)  In the presence of:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Print name) | )  )  ……………………………………………  (Signature)  ……………………………………………  (Witness signature) |