

## Local Government Reform Confidentiality Agreement for Employees

This Confidentiality Agreement is informed by section 5.93 of the *Local Government Act 1995* which states:

5.93. Improper use of information

*A person who is a council member, a committee member or an employee must not make improper use of any information acquired in the performance by the person of any of his or her functions under this Act or any other written law —*

- (a) to gain directly or indirectly an advantage for the person or any other person; or*
- (b) to cause detriment to the local government or any other person.*

*Penalty: \$10 000 or imprisonment for 2 years.*

**Confidential information** for the purposes of this Agreement means information obtained in the course of the performance of functions under the Local Implementation of Local Government Reform involving the local governments of Armadale, Murray and Serpentine Jarrahdale.

Employees of the local governments of Armadale, Murray and Serpentine Jarrahdale who perform functions under the Local Implementation of Local Government Reform involving the local governments of Armadale, Murray and Serpentine Jarrahdale, **must not** make improper use of any acquired **confidential information**.

Confidentiality may also be required by the relevant CEO as a lawful direction to the employee under his or her conditions of employment.

I agree that I will not -

1. Disclose **confidential information** to any persons unless I have the prior approval of the relevant CEO or the disclosure is required or permitted at law; or
2. Make improper use of **confidential information**, improper use meaning:-
  - i. To gain directly or indirectly an advantage either personally or for any other person, or
  - ii. To cause detriment to the local governments or any other persons.

Every allegation of a breach of this Agreement will be investigated and conducted on the grounds of natural justice by the relevant CEO in accordance with applicable Grievance Policy & Procedures. If upon investigation it is found that this Agreement has been breached, then appropriate disciplinary action will be taken up to and including dismissal.

I acknowledge that I have read and understand this Agreement and voluntarily accept the duties and obligations it places upon me.

Name : \_\_\_\_\_

Signature : \_\_\_\_\_

Date : \_\_\_\_\_

Employer : \_\_\_\_\_