# Good Faith ConfidentialityAgreement

The Parliamentary Workplace Support Service (PWSS) is an independent and confidential service that is focused on strengthening the culture and practice in Commonwealth parliamentary workplaces. It helps to resolve workplace issues and provide support for all Commonwealth parliamentary workplace (CPW) participants impacted by serious incidents or misconduct, or workplace conflict that amounts to a work health and safety risk.

The PWSS may commission a [workplace review](https://www.pwss.gov.au/sites/default/files/will-a-workplace-review-be-commissioned.pdf), where warranted, in relation to serious incidents, misconduct, or workplace conflict that amounts to a work health and safety risk, involving MOP(S) Act employees and/or parliamentarians. This could involve an incident or pattern of behaviour that constitutes bullying, harassment, sexual harassment, sexual assault or assault.

There is an expectation that the workplace review process be kept confidential to preserve the integrity of the process and to provide fairness for everyone involved, including witnesses and other impacted team members.

# Purpose

This good faith confidentiality agreement outlines the responsibilities of each participant in the workplace review. Each participant will engage with the process in good faith and will ensure that the information exchanged and disclosed through the process will remain confidential. This agreement will assist to preserve the integrity of the workplace review and ensure procedural fairness is afforded to all participants. It is intended that this agreement will terminate at the conclusion of the workplace review process.

The good faith confidentiality agreement contains appropriate exceptions (for example to seek legal, medical or personal support) and will not stop the complainant, respondent, witness or any nominated support person, from getting support throughout the process. The good faith confidentiality agreement is not a non-disclosure agreement and is not intended to operate as such.

All participants (including witnesses and support persons) will be invited to complete a good faith confidentiality agreement at the commencement of their participation in a review.

If the respondent does not agree to sign the good faith confidentiality agreement, the workplace review will still proceed. The respondent will be given an opportunity to comment on any potential adverse findings or recommendations from the review.

# Agreement

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, agree to the following:

### Good faith participation

1. I will use best endeavours to participate fully with the workplace review, including providing honest statements, and disclosing all requested and relevant information to the workplace reviewer.
2. I will respond to all requests for information or comment from the workplace reviewer within a reasonable timeframe.

### Confidentiality obligations

1. I will not use, disclose, communicate, publish, disseminate, or otherwise share with any other person, any information provided to me during the course of participating in the workplace review.
2. I will take all reasonable steps to secure all information provided to me during the course of the workplace review against loss, unauthorised access, modification or disclosure.
3. I will not disclose documents or information that relate to the workplace review to the media (including the internet, newspapers, magazines, television and social media). I will not engage with or communicate with the media in relation to my participation in the workplace review.

### Exceptions to confidentiality obligations

1. I am able to disclose information only for the following purposes:
	1. to seek legal advice in relation to the incident or incidents that is the subject of the workplace review;
	2. to seek medical, psychological, financial or advocacy assistance;
	3. to make a report to a law enforcement agency or for the purpose of legal proceedings;
	4. to inform a nominated support person for the purpose of receiving assistance;
	5. to participate in the workplace review (noting that any nominated support person will also be asked to sign a good faith confidentiality agreement);
	6. to seek personal and private support outside the workplace review from my extended support system (family members, friends or colleagues).

If I seek support from my extended support system, I will take all reasonable steps to inform them of the terms of this agreement and the obligation not to disclose any information obtained during the course of the workplace review.

### Consequences of breaching this agreement

1. That a breach of my obligations may negatively impact on the ability of the PWSS to facilitate an appropriate resolution of the complaint. A breach of my obligations may also lead to:
	1. the workplace review being terminated;
	2. if information is disclosed to the media, the PWSS making a statement to the media to correct any factual inaccuracies about the workplace review process;
	3. a report being prepared by the workplace reviewer:
		1. stating that I did not participate in good faith with the process; and
		2. recommending appropriate sanctions; and/or
	4. In relation to a Nominated Support Person:
		1. being removed from the role of nominated support person;
		2. the potential consequences listed above at 7.a, b and c.

### Termination of agreement

1. That this agreement will terminate when the Head of the PWSS notifies in writing that the workplace review process and any related parliamentary processes have concluded.

**NAME**

**Signature: Date:**

 **Phone** 1800 747 977

 **Email** support@pwss.gov.au

**www.pwss.gov.au**