



Mental Health Australia

Consultancy Agreement Between

Mental Health Australia Ltd

And

(the Consultant)

In relation to the

(Services or project)

Mentally healthy people,
mentally healthy communities

mhaustralia.org

Identification of Parties

Mental Health Australia Ltd (“Mental Health Australia”)

Level 1, 9-11 Napier Close
DEAKIN ACT 2600

ABN: 57 600 066 635

AND

(the “Consultant”)

(Address)

[Consultant ABN] (ABN) HAVE YOU CHECKED ABN LOOKUP THAT ABN MATCHES?
DELETE THIS NOTE

The Consultant carries on the business as [describe the consultant’s business].

Mental Health Australia requires the Consultant to provide the Services.

Mental Health Australia has provided to the Consultant the necessary briefing and all relevant information concerning Mental Health Australia’s requirements for the provisions of Services.

The Consultant has fully informed themselves on all aspects of the work required to be performed and has submitted a quotation for the services required.

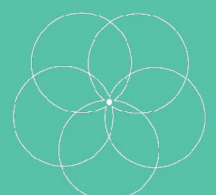
This Agreement records the terms and conditions for the provision of the Services by the Consultant to Mental Health Australia for the Project.

1 OPERATIVE PROVISIONS

1.0 DEFINITION AND TERM

Definition

- 1.1 In this Agreement, unless the contrary intention appears:
- (a) **Confidential Information** means information that:
- (i) is by nature confidential;
 - (ii) is designated by Mental Health Australia as confidential;
 - (iii) the Consultant knows or ought to know is confidential; but does not include information which
 - (iv) is or becomes public knowledge other than by breach of this Agreement or by any other lawful means;
 - (v) is in the possession of the Consultant without restriction in relation to disclosure before the date of receipt from Mental Health Australia; or
 - (vi) has been independently developed or acquired by the Consultant.



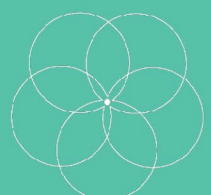
- (b) **Consultancy Fee** means the fee as described in 0 of the Schedule.
- (c) **Consultant's Personnel** means the Consultant's employees, subcontractors or staff and other personnel within its employ and control.
- (d) **Contract Material** means all Material:
 - (i) created for the purposes of this Agreement;
 - (ii) provided or required under this Agreement to be provided to Mental Health Australia as part of the Services; or
 - (iii) copied or derived at any time from the Material referred to in subparagraphs (i) or (ii).
- (e) **Deliverables** means the deliverables to be provided by the Consultant as a final product of the Services as specified in 0 of the Schedule.
- (f) **Key Personnel** means the Consultant's Personnel named in 0 of the Schedule.
- (g) **Intellectual Property** means all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trade marks (including service marks), registered and unregistered designs, circuit layout and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
- (h) **Material** means documents, records, equipment, software (including source code and object code), goods, images, information and data stored by any means.
- (i) **Services** means the services described in 0 of the Schedule, to be performed by the Consultant.

2.0 TERM

- 2.1 This Agreement commences from the date specified in 0 of the Schedule and continues in force for the period specified in 0 of the Schedule unless terminated earlier in accordance with clause 15.0.

3.0 PROVISION OF SERVICES

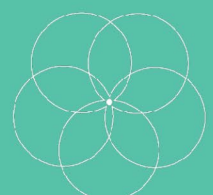
- 3.1 The Consultant will provide the Services (including the preparation of Contract Material) to Mental Health Australia in accordance with the terms of this Agreement.
- 3.2 The Consultant must provide the Services:
 - (a) with reasonable care and skill OR a high standard of care and in accordance with applicable industry best practice OR the standard of care, skill, judgment and diligence expected of a consultant experienced in supplying the same or similar Services;
 - (b) in a manner that promotes the best interests of Mental Health Australia and its aims and objectives;



- (c) using its own equipment, supplies, tools and other materials (such items to be at the Consultant's own expense) except as provided for in clause 3.5; and
 - (d) in accordance with any reasonable direction given from time to time that is consistent with the scope of this Agreement.
- 3.3 The Consultant shall ensure that it, its employees, agents and subcontractors obey all reasonable directions by Mental Health Australia, including compliance with Mental Health Australia's policies and procedures.
- 3.4 Subject to any specific requirements include in Item 2 of the Schedule, the Consultant may determine the manner or means by which it performs the Services for Mental Health Australia, including but not limited to the time and place for performance of the Services.
- 3.5 Where access to Mental Health Australia's information technology infrastructure is required, the Consultant shall ensure national police checks are completed for it, its employees, agents and subcontractors, or otherwise indemnify Mental Health Australia that there are no convictions that relate to the inherent requirements of the services being provided.
- 3.6 The Consultant will perform the Services promptly, and if a timetable for performance is included in 0 of the Schedule, in accordance with the timetable.
- 3.7 Mental Health Australia will provide the Consultant with access to its premises and equipment to the extent necessary for the Consultant's performance of the Services.
- 3.8 The Parties shall, as far as practicable, in the first instance liaise and communicate all matters and issues relating to this Agreement to the respective contact persons identified in 0 of the Schedule.

4.0 DELEGATION AND SUBCONTRACTING

- 4.1 Subject to clause 4.2, the Consultant must obtain the prior written consent of Mental Health Australia (which may not be unreasonably withheld) before subcontracting, delegating or performing the Services through any person (whether as employee, agent or consultant to the Consultant) other than the Consultant's Personnel.
- 4.2 If the Client provides its consent to the Services being performed by a person referred to in clause 4.1 (each a **Substitute**) :
 - (a) the Consultant:
 - (i) must diligently supervise and manage the Substitute in the performance of the Services in accordance with the terms of this Agreement;
 - (ii) is responsible, and remains liable to the Client, for the acts, defaults or omissions of the Substitute (and, if the Substitute is a company, its officers and employees) as if they were those of the Consultant;
 - (iii) must continue to invoice the Client in accordance with clause 5.3 and is responsible for remuneration of the Substitute;



- (iv) is not relieved of any of its obligations under this Agreement; and
- (b) all references in this Agreement to the Consultant or the Consultant's Personnel are to be read as references to the Substitute.

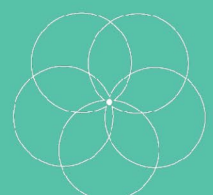
4.3 The Consultant may use a third party to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Services provided that the Consultant is liable for the costs of those functions and the Consultant has obtained from the third party confidentiality undertakings equivalent to those imposed on the Consultant under this Agreement.

5.0 CONSULTANCY FEE AND EXPENSES

- 5.1 Mental Health Australia shall pay to the Consultant the Consultancy Fee referred to in 0 and any reimbursable expenses specified in 0 of the Schedule.
- 5.2 Subject to acceptance of the invoice, all monies payable by Mental Health Australia to the Consultant under this Agreement shall be paid within 30 days of receipt of a correctly rendered invoice.
- 5.3 The Consultant shall submit tax invoices for payment on the last day of each calendar month. For a tax invoice to be correctly rendered it must meet the requirements of the GST Act:
 - (a) the Consultant will supply all invoices clearly identified as tax invoices and which state the Consultant's name, address and ABN;
 - (b) provide details of the Project and the Services that have been delivered as specified under this Agreement;
 - (c) the amount of the Consultancy Fee payable for the Services provided during that calendar month; and
 - (d) BSB and bank account details if the Consultant wishes to be paid by direct deposit.
- 5.4 Mental Health Australia may deduct from the fee payable (or any other amount) due to the Consultant any amount that the Consultant may owe to Mental Health Australia at any time.
- 5.5 The Consultant agrees that payment of the Consultancy Fee constitutes full payment for providing the Services.
- 5.6 The Consultant acknowledges that, except to the extent provided in clause 6.0, it is responsible for the payment of all taxes and taxation obligations in respect of the fees it receives for the performance of the Services.

6.0 GST

- 6.1 Words used in this clause 6.0 that have a defined meaning in the GST Law have the same meaning as in the GST Law unless the context indicates otherwise.
- 6.2 Unless expressly stated otherwise, the consideration for any supply under or in connection with this Agreement is exclusive of GST.
- 6.3 To the extent that any supply made under or in connection with this agreement is a taxable supply (other than any supply made under another agreement that contains a specific provision dealing with GST), the amount



payable by the recipient is the consideration provided under this agreement for that supply (unless it expressly includes GST) plus an amount (**Additional Amount**) equal to the amount of that consideration (or its GST-exclusive market value) multiplied by the rate at which GST is imposed in respect of the supply.

- 6.4 The recipient must pay the Additional Amount at the same time as the consideration to which it is referable, and on the issue of an invoice relating to the supply.
- 6.5 Whenever an adjustment event occurs in relation to any taxable supply to which Clause 6.3 applies:
 - (a) the supplier must determine the amount of the GST component of the consideration payable; and
 - (b) if the GST component of the consideration differs from the amount previously paid, the amount of the difference must be paid by, refunded to or credited to the recipient, as applicable.
- 6.6 If either party is entitled under this agreement to be reimbursed or indemnified by the other party for a cost or expense incurred in connection with this agreement, the reimbursement or indemnity payment must not include any GST component of the cost or expense to the extent that the cost or expense is the consideration for a creditable acquisition made by the party being reimbursed or indemnified.

7.0 EMPLOYMENT COSTS

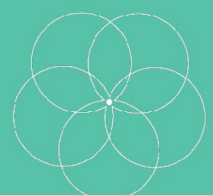
- 7.1 The Consultant must pay all fees, out-of-pocket expenses, wages, salary, annual leave, personal or carer's leave, parental leave, long service leave, superannuation, redundancy or termination payments and any other compensation or remuneration entitlements or benefits that the Consultant's Personnel (or any other employee of the Consultant) are entitled to under any contract, award or law.
- 7.2 The Consultant acknowledges that the Client is not required to make any payment to the Consultant's Personnel in relation to the Services, including in relation to any amount referred to in clause 7.1.

8.0 REPORTING

- 8.1 Upon request by Mental Health Australia, progress reports via phone and/or email may be required.

9.0 INTELLECTUAL PROPERTY

- 9.1 The Consultant provides Mental Health Australia a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub licence) to use, modify, communicate, reproduce, publish, and adapt the Contract Material.
- 9.2 If requested by Mental Health Australia in writing, the Consultant agrees, at its expense, to bring into existence, sign, execute or otherwise deal with any document which may be necessary to enable the vesting of such title or rights to Mental Health Australia



- 9.3 The Consultant warrants that it is entitled, or will be entitled at the relevant time, to deal with the Intellectual Property in the Contract Material in the manner provided for in this clause.
- 9.4 The Consultant shall ensure that all Contract Material does not breach any existing Intellectual Property right or copyright.
- 9.5 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.
- 9.6 Intellectual Property Rights in all Material provided by Mental Health Australia to the Consultant for and in connection with the Services remains the property of Mental Health Australia. The Consultant agrees:
- (a) to secure all copies within its control against loss and unauthorised use or disclosure; and
 - (b) on the termination or expiration of the Consultant's engagement, to deliver to Mental Health Australia, or in accordance with Mental Health Australia' directions, erase or otherwise deal with such copies within 14 days.
- 9.7 This clause survives expiration or termination of the Consultant's engagement or this Agreement.

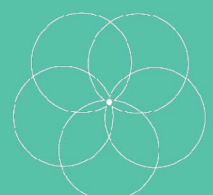
10.0 INDEMNITY

- 10.1 The Consultant indemnifies and shall keep indemnified Mental Health Australia, its officers, employees and agents from and against all actions, claims, demands, costs and expenses (including the costs of defending or settling any action, claim or demand) made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to any injury to any person (including death) or loss of or damage to property which may arise from or be a consequence of any unlawful or negligent act or omission of the Consultant, its officers, employees or agents in carrying out the Consultancy Services.
- 10.2 The indemnities in this Agreement and the Consultant's obligations survive any termination of this Agreement.

11.0 INSURANCE

- 11.1 Prior to executing this Agreement and at all times during the term of this Agreement the Consultant shall effect and maintain insurance as specified in 0 of the Schedule) and, if requested, provide Mental Health Australia with a copy of the policy.
- 11.2 The Consultant shall maintain:
- (a) in relation to the Consultant's Personnel, workers' compensation insurance in accordance with the relevant state and territory legislation in which Services are to be provided;
 - (b) public liability insurance; and
 - (c) professional indemnity insurance.

12.0 WORK HEALTH AND SAFETY



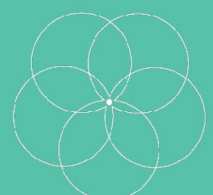
- 12.1 The Consultant must, and must ensure the Consultant's Personnel, carry out the Services:
- (a) in compliance with:
 - (i) all applicable laws relating to work health and safety;
 - (ii) all reasonable safety instructions issued by Mental Health Australia; and
 - (iii) any duty to consult, cooperate and coordinate activities with all other persons who have work health and safety obligations in relation to the Services; and
 - (b) in a manner that ensures the health and safety of any person is not put at risk.
- 12.2 The Consultant must provide Mental Health Australia, if requested, with access to and copies of any document and information as may be necessary to establish the Consultant's compliance with work health and safety obligations.

13.0 CONSULTANT'S OTHER ACTIVITIES

- 13.1 The Client acknowledges that, subject to clause 13.2, nothing in this agreement is intended to prevent either the Consultant or the Consultant's Personnel from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession or occupation (**External Business Activity**).
- 13.2 During the Term, the Consultant must, and must ensure the Consultant's Personnel:
- (a) refrain from External Business Activity that:
 - (i) is reasonably likely to interfere with the Services being provided in accordance with this Agreement;
 - (ii) is reasonably likely to cause a breach of any of the Consultant's obligations under this Agreement; or
 - (iii) relates to a business which is substantially similar to or in any way competitive with the Client's Business [or the business of any of the Client's Related Bodies Corporate] without the prior written consent of the Client; and
 - (b) give appropriate priority to the provision of the Services to the Client over any External Business Activity undertaken by it during the Term.

14.0 DELIVERABLES (optional)

- 14.1 The Consultant must deliver the Deliverables to the Client by the [DATE].
- 14.2 The Consultant must provide the Deliverables as described in the specification of Deliverables in 0 of the Schedule in a timely manner to Mental Health Australia.
- 14.3 Mental Health Australia may on reasonable notice to the Consultant during the Term, request an update on how the Services are being performed, the

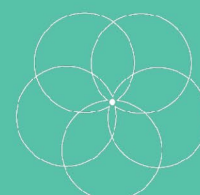


Deliverables are being produced or an opportunity to inspect the draft Deliverables.

- 14.4 Within [30 OR NUMBER] days of any such inspection, Mental Health Australia may notify the Consultant of any defects in the Deliverables or deviations from the requirements of this Agreement identified in relation to the Services or the Deliverables and the Consultant must promptly at its own expense remedy such defects or deviation.
- 14.5 If Mental Health Australia on inspection or review of the Deliverables following delivery, reasonably determines that any of the Deliverables do not comply with the specification of the Deliverables in 0 of the Schedule or are otherwise defective, Mental Health Australia may, without limiting any other rights it may have under this agreement, reject the Deliverables by written notice to the Consultant.
- 14.6 Where Mental Health Australia has rejected the Deliverables under clause 14.5, the Consultant agrees, on request at Mental Health Australia's option, to rectify any deviations in the Deliverables free of charge, or reimburse Mental Health Australia for any reasonable expenses incurred in rectifying the defects or deviations including the cost of retaining an alternative consultant to provide the Services.

15.0 TERMINATION AND REDUCTION

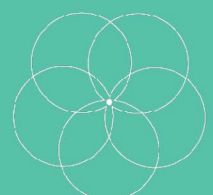
- 15.1 Mental Health Australia may suspend or terminate this Agreement, in whole or in part:
- (a) in the event of substantial breach by the Consultant of its obligations, which fails to remedy any default in performance, namely:
 - (i) to commence or to proceed at the rate of progress strictly in accordance with this Agreement; or
 - (ii) to perform or observe the terms and conditions of this Agreement.
 - (b) and, upon giving the Consultant 30 days written notice of its intention to do so.
- 15.2 The Consultant may suspend or terminate its obligations under this Agreement:
- (a) in the event of a substantial breach by Mental Health Australia of its obligations, which breach has not been remedied within 30 days of written notice from the Consultant requiring the breach to be remedied, or
 - (b) upon giving Mental Health Australia 90 days written notice of its intention to do so.
- 15.3 If the Consultant goes into liquidation or a receiver or receiver and manager or mortgagee's or chargee's agent is appointed or, in the case of an individual, becomes bankrupt or enters into a scheme of arrangement with creditors, Mental Health Australia may, by written notice, terminate this Agreement in whole or in part, but without prejudice to any right of action or remedy which has accrued or which may accrue in favour of either party.



- 15.4 If this Agreement is terminated, Mental Health Australia shall be liable only for payments due under the payment provisions of this Agreement rendered before the effective date of termination.
- 15.5 Upon receipt of a notice of termination or partial termination the Consultant shall:
- (a) stop work as specified in the notice;
 - (b) take all available steps to minimise loss resulting from that termination and to protect Mental Health Australia; and
 - (c) continue work on any part of the Services not affected by the notice.
- 15.6 Mental Health Australia shall not be liable to pay any amount which would, in addition to any amounts properly paid or due, or becoming due, to the Consultant under this Agreement, together exceed the monies set out in Item 3 and 4 of the Schedule. The Consultant shall not be entitled to compensation for loss of prospective profits.
- 15.7 In the event of partial termination Mental Health Australia liability to pay monies under Schedule 1 shall, in the absence of agreement to the contrary, abate proportionately to the reduction in the Services.

16.0 RELATIONSHIP

- 16.1 The parties acknowledge that:
- (a) the Consultant is engaged by Mental Health Australia as an independent contractor and nothing in this Agreement creates or constitutes a relationship of employer and employee, principal and agent, trustee and beneficiary or of partnership or joint venture between the parties;
 - (b) any Consultant Personnel (including any Key Personnel) will remain at all times an employee, independent contractor or agent of the Consultant;
 - (c) nothing contained in this Agreement is to be read or construed as to the limit or exclude the duties owed to Mental Health Australia by the Consultant:
 - (i) of good faith and fidelity; or
 - (ii) at common law, in equity or by statute.
 - (d) the Consultant provides the Services to Mental Health Australia on a non-exclusive basis, and is free to provide its services to third parties during the Term of this agreement [provided that the Consultant will not provide such services in a way that is inconsistent with any of the provisions of this Agreement].
 - (e) the Consultant is not eligible to participate in any benefit or compensation plans offered by Mental Health Australia to its employees, including, without limitation, any benefits or payments under any employment standards legislation, and the Consultant has informed the Consultant's Personnel of this requirement;



- (f) Mental Health Australia shall have no liability or responsibility for withholding or remitting any income, payroll, or other taxes or premiums for the Consultant. The Consultant is responsible for these withholding, remitting and registration obligations, and indemnifies Mental Health Australia from and against any order, penalty, interest, taxes or contributions that may be assessed against Mental Health Australia due to the failure or delay of the Consultant to make any such withholdings, remittances or registration, or to file any information required by any law;
- (g) the Consultant shall be fully responsible for the Consultant's Personnel and indemnifies Mental Health Australia against any claims made by or on behalf of any of the Consultant's Personnel, including, without limitation, any claim for unpaid wages, overtime, vacation pay, or any other claim under employment standards legislation, reasonable notice of termination, or any other claim whether arising pursuant to contract, statute, common law or otherwise. This clause 16.1(g) survives the termination of this Agreement and remains binding on the Consultant.

16.2 Unless specifically authorised to do so by the Client in writing:

- (a) the Consultant has no authority to incur expenditure in the name, or for the account of, Mental Health Australia; and
- (b) the Consultant must not, and must procure that the Consultant's Representative does not, make any representations, warranties or undertakings on behalf of Mental Health Australia or hold itself out as having authority to bind Mental Health Australia.

17.0 CONFLICT OF INTEREST

17.1 The Consultant warrants that, at the date of signing this Agreement, no conflict of interest exists or is likely to arise in the performance of its obligations under this Agreement.

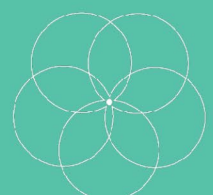
17.2 If, during the term of this Agreement, a conflict or risk of conflict of interest arises, the Consultant undertakes to notify Mental Health Australia immediately in writing of that conflict or risk. If such a conflict or risk of conflict arises which cannot be overcome to the satisfaction of Mental Health Australia then Mental Health Australia may terminate this Agreement.

18.0 DISCLOSURE OF INFORMATION

18.1 The Consultant shall not, without the prior written approval of Mental Health Australia, disclose to any person other than Mental Health Australia, any Mental Health Australia information and Material provided to the Consultant, Contract Material or Confidential Information. In giving written approval Mental Health Australia may impose such terms and conditions, as it thinks fit.

18.2 The Consultant (its employees, agents and subcontractors) shall promptly provide written undertakings relating to the non-disclosure of *confidential information*, in a form prescribed by Mental Health Australia (refer to Annexure 1, Non-Disclosure Agreement).

19.0 COMPLIANCE



19.1 Mental Health Australia and the Consultant will each comply with all relevant laws relevant to the Services including the *Privacy Act 1988* as in force from time to time.

19.2 Access to personal information held by Mental Health Australia is to be sought by contacting Mental Health Australia's Privacy Officer.

20.0 ASSIGNMENT

The Consultant may not assign, transfer or sublet any obligation under this Agreement without the written consent of Mental Health Australia.

21.0 WAIVER

No right under this Agreement shall be waived except by notice in writing signed by each party.

22.0 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the law for the time being in force in the Australian Capital Territory and the parties submit to the jurisdiction of the courts of that Territory.

23.0 FORCE MAJEURE

23.1 Neither party is in breach of this agreement or is liable to the other party for any loss incurred by that other party as a direct result of a party (**Affected Party**) failing or being prevented, hindered or delayed in the performance of its obligations under this agreement where such prevention, hindrance or delay results from events, circumstances or causes beyond the Affected Party's control (**Force Majeure Event**).

23.2 If a Force Majeure Event occurs, the Affected Party must notify the other party (**Non-affected Party**) in writing as soon as practicable of the particulars of the Force Majeure Event and the anticipated delay.

23.3 On providing the notice in clause 23.2, the Affected Party will be entitled to a reasonable extension of time for performing its obligations under the Agreement, however, the Affected Party must continue to use all reasonable endeavours to perform those obligations.

23.4 The performance of the affected obligations must be resumed as soon as practicable after such Force Majeure Event is removed or has ceased.

23.5 If the delay due to the Force Majeure Event continues for **[PERIOD OF TIME]**, the Non-affected Party may terminate this Agreement immediately on providing notice to the Affected Party.

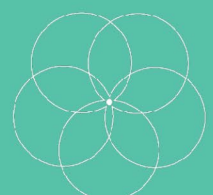
24.0 ENTIRE AGREEMENT AND VARIATION

24.1 This Agreement and its attachments form the entire agreement between the parties for the provision of the Services.

24.2 No variation of this Agreement is binding unless it is agreed in writing between the parties.

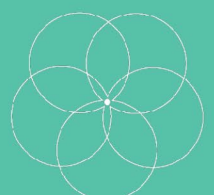
25.0 ACKNOWLEDGEMENT AND PUBLICITY

25.1 Where applicable, the Consultant will comply with and observe the requirements specified by Mental Health Australia in Item 7 of the Schedule.



26.0 WARRANTY TO ENTER INTO AGREEMENT

The parties warrant to one another that they have the power and authority to enter into this Agreement.



Schedule

Item 1 Date & Term of the Agreement (clause 2.0)

Date:

Term:

Item 2 Project and Services (clause 3.0)

Project Name:

Services/activities to be provided by the Consultant:

Timetable (if any or remove):

Key Personnel: [insert any key personnel]

Item 3 Consultancy Fee (GST inclusive) (clause 5.0)

(Fee GST inclusive)

Item 4 Reimbursable expenses (clause 5.0)

(Choose one of following options)

None.

To be approved in advance by Mental Health Australia.

List of what is reimbursable.

Item 5 Deliverables (clause 14.0) (Optional)

Project Name:

Item 6 Insurance (clause 11.0)

Workers compensation insurance - as required by law where the Consultant carries out activities under this Agreement.

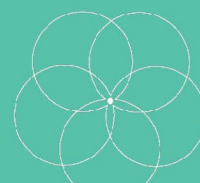
Public liability insurance - to the value of \$10 million per claim, or occurrence giving rise to a claim, in respect to activities undertaken under this Agreement, where occurrence means either a single occurrence or a series of occurrences if these are linked or occur in connection with one another from one original cause, as the case may be.

Professional Indemnity Insurance - \$10 million in respect of each claim

(Discuss with CEO if above amounts problematic – may be reduced to \$5m depending on services/ project. DELETE THIS ADVICE IN DRAFT CONTRACT)

Item 7 Acknowledgement and publicity (clause 25.0)

INSERT



behalf of Mental Health Australia in the form and manner provided or approved by Mental Health Australia

Item 8 Contact Persons (clause 3.8)

Mental Health Australia

Name: **Insert staff member name and position (default CEO)**

Address:

PO Box 174, Deakin West ACT 2600

Level 1, ALIA House 9-11 Napier Close, Deakin ACT 2600

ABN: 57 600 066 635

Telephone: 02 6285 3100

Email:

Consultant

Name:

Address:

ABN:

Telephone:

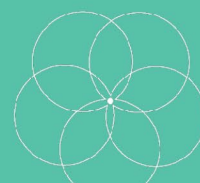
Email:

Attachments

Mental Health Australia's Code of Conduct

Mental Health Australia's Privacy Policy

Other relevant policies and procedures



IN WITNESS WHEREOF the parties have executed this Agreement as the day and year first above written.

SIGNED by

Mental Health Australia Ltd ABN 57 600 066 635 in accordance with section 127 of the *Corporations Act 2001*:

Board Director: (Print Name) SIGNATURE

Board Director/Secretary (Print Name) SIGNATURE

DATE _____

SIGNED by (See CEO/ Company Secretary for advice on signature block)

[Name of Consultant company] in accordance with section 127 of the *Corporations Act 2001*:

Director: (Print Name) SIGNATURE

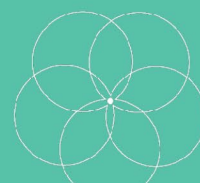
Director/Secretary: (Print name) SIGNATURE

DATE _____

OR (if signed by sole proprietor)

Signed by:

[Name of Consultant]



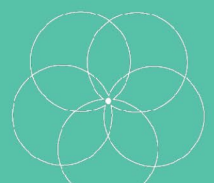
[Consultant ABN]

CONSULTANT SIGNATURE

In the presence of:

WITNESS SIGNATURE

DATE _____



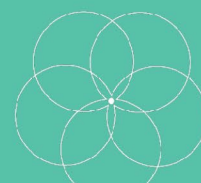
Annexure 1 Non-Disclosure Agreement

Obligations of confidence

In the course of providing contracted services to Mental Health Australia, (insert Consultant's name) (its employees, agents and subcontractors) may become privy to Confidential Information of Mental Health Australia, whether in written, computerised or oral form.

(Insert Consultant's name) (its employees, agents and subcontractors) will, both during the engagement and for so long as the Confidential Information remains confidential after the engagement with Mental Health Australia (unless the Confidential Information ceases to be confidential due to a breach of this clause) shall:

1. not at any time, either directly or indirectly, disclose or communicate to any person any Confidential Information unless expressly authorised by Mental Health Australia or required by law or court order;
2. not use or attempt to use Confidential Information for any purpose whatsoever other than for the purposes of Mental Health Australia, or in any manner which may injure or cause loss directly or indirectly to Mental Health Australia and/or its business;
3. on the written request of Mental Health Australia return all the Confidential Information, other than that which has been provided orally;
4. obtain no right of any kind in or to the Confidential Information upon its receipt except for the purposes of which it is provided;
5. use best endeavours to prevent disclosure or publication of the Confidential Information where that disclosure or publication is not authorised by Mental Health Australia;
6. immediately notify Mental Health Australia's Privacy Officer of any actual or suspected breach of Mental Health Australia's Privacy Policy;
7. advise Mental Health Australia if required by law or court order to disclose any Confidential Information, and take all lawful steps to confine disclosure of the Confidential Information and preserve its confidentiality, including taking steps to allow Mental Health Australia or its agents to do so; and
8. acknowledge and agree that, without prejudice to any other remedy that Mental Health Australia may have, Mental Health Australia will be entitled to injunctive and other equitable relief to prevent or cure any breach or threatened breach of this clause.



Definitions:

In this agreement:

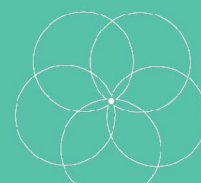
Confidential information includes information about the following matters that are confidential to Mental Health Australia:

- a) any employee, client or stakeholder (includes *Personal Information*);
- b) the number, nature or mix of products or services provided by Mental Health Australia;
- c) any person who Mental Health Australia or you have approached or canvassed during your employment as a potential client or stakeholder, including their names, addresses, requirements and preferences concerning the products or services, produced or that may reasonably be provided by or through Mental Health Australia;
- d) marketing or business plans or strategies;
- e) techniques, procedures or methods devised by Mental Health Australia or required to be used in the operation of its business, including the training of its employees.

Personal information is information or an opinion, whether true or not, and whether recorded in a material form or not, about an identified individual, or an individual who is reasonably identifiable.

Information that is not about an individual on its own can become personal information when it is combined with other information, if this combination results in an individual becoming 'reasonably identifiable' as a result.

Common examples of personal information are an individual's name, signature, address, telephone number, date of birth, medical records, bank account details and commentary or opinion about a person.



Acknowledgement

I, **(Insert Consultant's name)**, acknowledge and declare the terms of this Non-Disclosure Agreement have been read and fully understood and accept it (its employees, agents and subcontractors) will observe them fully.

Signature of person authorised to sign on behalf of the Consultant:

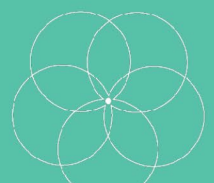
.....

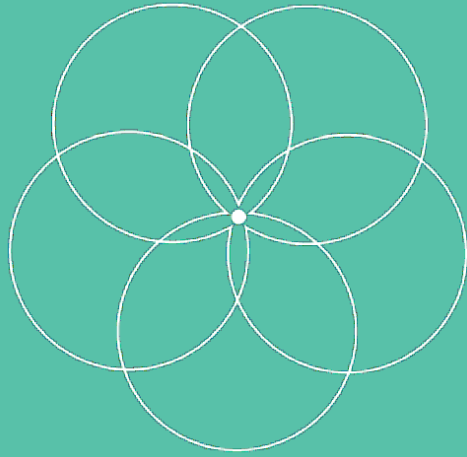
Name of person authorised to sign on behalf of the Consultant:

.....

Date:/...../20.....

*References: Mental Health Australia's Code of Conduct
 Mental Health Australia's Privacy Policy
 Mental Health Australia's Data Breach Response Plan*





Mental Health Australia

Mentally healthy people,
mentally healthy communities

mhaustralia.org

Mental Health Australia is the peak independent national representative body of the mental health sector in Australia.

Mental Health Australia Ltd

9-11 Napier Close
Deakin ACT 2600
ABN 57 600 066 635

P 02 6285 3100
F 02 6285 2166
E governance@mhaustralia.org