

Mr Richard Ings
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CONFIDENTIALITY UNDERTAKING

Acknowledgement

I, Graham Henderson, Federal President on behalf of The Australian Underwater federation declare and accept that, by executing this undertaking, The Australian Underwater Federation is bound by its terms.

Definitions

Confidential information includes all information defined as National Anti-Doping (*NAD*) *Scheme personal information* and/or *contract services personal information* as defined in section 4 of the Australian Sports Anti-Doping Authority (ASADA) Act 2006. This encompasses, but is not limited to, information relating to test results and potential anti-doping rule violations.

Contract services personal information includes personal information that is obtained in relation to or relates to the provision of services such as anti-doping services under contracts.

NAD Scheme or *National Anti-Doping Scheme* is the scheme as prescribed in the ASADA Act 2006, which, amongst other things prescribes the anti-doping rules relating to athletes and support persons, who are subject to ASADA's jurisdiction.

NAD scheme personal information means *personal information* that:

- (a) is obtained in relation to the administration of the *NAD scheme*; or
- (b) relates to the administration of the *NAD scheme*.

Personal Information has the same meaning as the term 'personal information' in the *Privacy Act 1988* (Commonwealth), that is information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion

Preamble

1. ASADA is an Australian Government agency established under the ASADA Act 2006. The legislative framework which regulates ASADA's powers and obligations are the ASADA Act and the ASADA Regulations 2006. The ASADA Regulations contain the National Anti-Doping (NAD) Scheme.
2. The ASADA Act and the NAD Scheme contain specific provisions which govern the ability of ASADA to disclose *NAD Scheme* and *Contract services personal information* which ASADA is required to strictly comply with in the discharge of its statutory functions.
3. ASADA also has regard to the provisions of the World Anti-Doping Code, in particular Article 14 which deals with confidentiality and reporting. The ASADA Act and Regulations however form the primary framework under which ASADA may disclose personal information.
4. The Australian Underwater Federation acknowledges that ASADA's ability to provide/disclose to The Australian Underwater Federation any confidential information is governed by the ASADA's legislative framework (that is the ASADA Act and ASADA Regulations 2006). ASADA also takes into account the World Anti-Doping (WADA) Code.
5. Both parties acknowledge that it is of paramount importance that information be treated in confidence so as to ensure the preservation of athlete's and athlete support person's rights and minimise any unfair prejudice to these individuals.

Undertakings

1. The Australian Underwater Federation acknowledges that, from time to time, the Australian Sports Anti-Doping Authority (ASADA) may provide/disclose confidential information to it.
2. The Australian Underwater Federation agrees that it will collect, store, access, use and disclose all confidential information provided to it by ASADA in accordance with the terms of this undertaking.
3. Any confidential information provided by ASADA shall be forwarded to The Australian Underwater Federation whose details are set out below in Schedule A attached hereto ['contact person'].

Any changes to the above details (including a change in the contact person) must be notified immediately in writing to ASADA.

4. The Australian Underwater Federation confirms that only personnel identified in the attached Schedule (*'authorised personnel'*) will have access to any confidential information provided by ASADA and that disclosure of that information within The Australian Underwater Federation is strictly limited to those authorised personnel. The Australian Underwater Federation will ensure that all authorised personnel will be provided with a copy of this confidentiality undertaking and will acknowledge that they have read the undertaking by signing their name in the space provided for in Schedule A.
5. The Australian Underwater Federation further undertakes to promptly advise ASADA if there are any changes to the authorised personnel identified in Schedule A, for example whether additional personnel have been included. The Australian Underwater Federation will review the Schedule at least every 12 months from the time of signing of this undertaking to ensure the accuracy and currency of the information noted and to provide ASADA with an updated Schedule in the event of any revisions which it has not already informed ASADA of.
6. The Australian Underwater Federation shall ensure that any confidential information provided to it by ASADA is stored securely and that there is no access or disclosure beyond the authorised personnel within its organisation.
7. The Australian Underwater Federation will not use or disclose the confidential information for a purpose other than the purpose for which the confidential information is given. Furthermore The Australian Underwater Federation will not use or disclose the confidential information in a way that would be unfairly prejudicial to the interests of the athlete or athlete support person or that is inconsistent with the

ASADA Act or Regulations and/or the WADA Code, as amended from time to time.

8. The Australian Underwater Federation] undertakes that it will keep the information confidential until the matter to which the confidential information pertains has been finally determined at a hearing and/or the athlete or athlete support person waives their right to a hearing and/or as may otherwise be permitted by ASADA. Until that time the The Australian Underwater Federation] shall not disclose the information beyond those authorised personnel identified in Schedule A.
9. Prior to releasing any information to which this undertaking relates, to persons or organisations other than authorised personnel, The Australian Underwater Federation shall notify ASADA of its intention to do so and seek ASADA's agreement. In the event that The Australian Underwater Federation discloses information prior to obtaining ASADA's agreement, The Australian Underwater Federation shall notify ASADA immediately and provide ASADA with details of who the information was disclosed to and the reasons why.
10. The Australian Underwater Federation undertakes that it will destroy in a secure manner, any confidential information once the purpose for which the disclosure is made is completed.
11. The Australian Underwater Federation undertakes to ensure that all authorised personnel are aware of the undertakings that have been given by The Australian Underwater Federation to ASADA and accept the obligation of confidentiality encompassed within the undertakings.
12. This undertaking is binding on all assigns and successors in title of The Australian Underwater Federation.



President, Australian Underwater Federation
16 November 2007

SCHEDULE A


CONTACT PERSON

Name of person: Graham Henderson

Position: **Federal President**

Contact details: Phone: 0418151787
 Fax :
 e-mail: president@auf.com.au

AUTHORISED PERSONNEL

<u>NAME</u>	<u>POSITION</u>	<u>Signature</u>
<u>Graham Henderson</u>	<u>President</u>	 _____

ACKNOWLEDGMENT

The above signed authorised personnel acknowledge that they have read the confidentiality undertakings and have agreed to be bound by them.