



Australian Government

Department of Defence

DEFENCE INSTRUCTIONS (GENERAL)

Amendment

PERS 25-4
AMDT NO 2

Notification of Post Separation Employment

Complete Revision

Department of Defence
CANBERRA ACT 2600

Issued with the authority of the Chief of the Defence Force and the Secretary of the Department of Defence pursuant to section 9A of the *Defence Act 1903* for members of the Australian Defence Force.

Issued with the authority of the Secretary pursuant to section 20 of the *Public Service Act 1999* for Department of Defence Australian Public Service employees.



I.J. WATT, AO
Secretary



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General
Chief of the Defence Force

LIST B—ISSUE NO PERS B/12/2011

Sponsor:

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Directorate of Military Personnel Policy

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Cancellation

DI(G) PERS 25-4 ISSUE NO PERS B/15/2008 of 23 DEC 2008 (AL1) is cancelled. This amendment no longer includes single-Service filing numbers.

NOTIFICATION OF POST SEPARATION EMPLOYMENT

INTRODUCTION

1. It is recognised that Defence personnel have high ethical standards and close regard for their own reputation and that of Defence and its suppliers. Integrity in post separation employment is also crucial in order to safeguard Defence's reputation. It is also in the national interest that Defence's procurement activities are, and are seen to be, fair and equitable. Therefore, it is important to avoid any actual or perceived conflict of interest in post separation employment.

POLICY STATEMENT

2. Defence encourages its personnel separating from Defence to consider a career in the wider Defence workforce while paying careful attention to whether there will be the potential for an actual or perceived conflict of interest.

SCOPE

3. This Instruction sets out the considerations and administrative arrangements applicable to Defence personnel who are considering taking up new employment with companies involved, or potentially involved, in providing materials or services to Defence, or as independent contractors to Defence.

DEFINITIONS

4. The definitions that apply to this Instruction are outlined in [annex A](#).

GUIDING PRINCIPLES

5. In accordance with common law principles, Defence personnel must not be unreasonably restrained from using skills, knowledge or experience gained in the course of their employment when changing employers. Defence encourages those separating from Defence to consider a career in another area of the wider Defence workforce, including Defence Industry, where their skills and experience may continue to contribute to the achievement of Defence objectives. In turn, Defence is active in recruiting from Defence Industry and encourages Defence Industry employers to support their employees in becoming members of the Reserve.

6. Nevertheless, there are matters that Defence personnel must take into account when considering taking up employment with private sector organisations. In particular, Defence personnel must consider whether there will be the potential for an actual or perceived conflict of interest in taking up any post separation employment. As with any change in circumstances, Defence personnel considering taking up employment with private sector organisations must consider whether there is potential for actual or perceived conflict of interest to exist in taking up such employment. Where an offer of employment could result in an actual or perceived conflict of interest, Defence personnel:

- a. must fully inform Defence of the situation before accepting the offer; and
- b. should at the earliest opportunity notify their prospective employer of their conflict of interest disclosure obligations to Defence.

7. When an employment offer could result in an actual or perceived conflict of interest, Defence personnel should notify their prospective employer of their obligations to Defence at the earliest opportunity.

RESPONSIBILITIES

Defence Personnel

8. All Defence personnel have an obligation to prevent conflicts of interest and must take appropriate action when they are aware of the potential for a conflict of interest to arise in relation to themselves or another person.

9. Defence personnel must report as soon as practicable any offer of post separation employment that could lead to an actual or perceived conflict of interest to their Commanding Officer/Supervisor. Defence personnel who are in doubt as to whether their post separation employment offer could lead to an actual or perceived conflict of interest are to notify their Commanding Officers/Supervisors.

Commanding Officers/Supervisors

10. Commanding Officers/Supervisors must ensure that personnel are aware of their obligations regarding post separation employment. Defence personnel must be kept aware of Defence policies on conflict of interest, in particular, [Defence Instruction \(General\) \(DI\(G\)\) PERS 25–6—Conflicts of Interest and declarations of interests](#).

11. Where necessary, Commanding Officers/Supervisors must provide advice and guidance to Defence personnel regarding conflict of interest matters. This is especially necessary when personnel are considering transitioning from being a member of the Permanent Navy, the Regular Army or the Permanent Air Force (including those transferring to the Reserve), and some APS (such as those in a DMO project) to a position in an industry connected to Defence.

12. If notified of an actual or perceived conflict of interest, Commanding Officers/supervisors must determine whether a letter of notification is required (refer to [paragraphs 22.–31](#)). If so, the Commanding Officer/supervisor must ensure the letter of notification is submitted to the appropriate delegate, and that the Defence member or Defence employee is informed in writing of any outcomes of deliberations on their notification.

13. Commanding Officers/supervisors must evaluate and manage conflict of interest in accordance with [DI\(G\) PERS 25–6](#). Management measures that Commanding Officers/Supervisors may implement include allocating alternate duties, the restriction of the flow of information to the Defence member/employee, and/or the restriction of access to information and/or information systems, until the employment situation is resolved.

14. Commanding Officers/supervisors, if directed by the Chief of the Defence Force (CDF), Secretary or the Chief Executive Officer Defence Materiel Organisation (CEO DMO), must also ensure that all personnel, when resigning, discharging or transferring out of Defence, are requested to complete a statutory declaration confirming their understanding about their obligations, in the form of the template in [annex B](#).

LEGAL REQUIREMENTS OF DEFENCE PERSONNEL

Legal restrictions on disclosure of official Information

15. Commanding Officers/supervisors must ensure that Defence personnel who advise them that they wish to take up post separation employment are made aware of their obligations regarding disclosure of official, commercially valuable or in-confidence information gained in the course of their employment in Defence. Under [section 70\(2\)](#) of the *Crimes Act 1914*:

A person who, having been a Commonwealth officer, publishes or communicates, without lawful authority or excuse (proof whereof shall lie upon him [or her]), any fact or document which came to his [or her] knowledge, or into his [or her] possession, by virtue of having been a Commonwealth officer, and which, at the time when he [or she] ceased to be a Commonwealth officer, it was his [or her] duty not to disclose, shall be guilty of an offence."

Penalty: *Imprisonment for 2 years.*

'Commonwealth officer' is defined under [section 3](#) of the *Crimes Act 1914* and includes persons permanently or temporarily employed in the Australian Public Service (APS) and Australian Defence Force, and includes a former Commonwealth officer.

16. Furthermore, under sections 135.1 and 135.2 of the *Criminal Code Act 1995*, a person is guilty of an offence where they dishonestly obtain a financial advantage from the Commonwealth, including by the misuse of information obtained as a Commonwealth officer.

17. In addition, under [section 73A \(1\)](#) of the *Defence Act 1903* an ADF member or an APS employee is guilty of an offence if that person:

'communicates outside of their official duties any plan, document, or information relating to any fort, battery, field work, fortification, or defence work, or to any defences of the Commonwealth, or to any factory, or air force aerodrome or establishment or any other naval military or air force information; and the communication is not in the course of the first-mentioned person's official duty'.

18. While Defence personnel must not generally be restrained from using skill, knowledge or experience gained in the course of employment, an exception to this is where information of a confidential nature is imparted to Defence personnel where an obligation of confidence is imposed.

Intellectual property

19. Generally, any work performed or produced by Defence personnel is, and remains, the property of the Commonwealth. *Defence Intellectual Property Manual*, section 3, [chapter 3.2](#)—'Copyright' provides more information on Commonwealth ownership of work created in the course of employment, where the work falls within the ordinary duties of Defence personnel.

Code of Conduct

20. The APS Code of Conduct ([section 13](#) of the *Public Service Act 1999*) states that Defence Employees must:

- a. disclose, and take reasonable steps to avoid any conflict of interest (real or apparent) in connection with APS employment; and
- b. not make improper use of inside information, or the employee's duties, status, power or authority, in order to gain, or seek to gain, a benefit or advantage for the employee or for any other person.

21. Breaches of the APS Code of Conduct may give rise to sanctions.

REQUIRED NOTIFICATION PROCEDURES

22. **Letter of notification.** Defence personnel considering post separation employment in circumstances in which business is, or is likely to be, done with Defence, including work as a self-employed contractor, or any other circumstances where there is a possibility, or any potential for a perception, of a conflict of interest must submit a letter of notification in accordance with [paragraph 24. Annex C](#) provides examples of circumstances in which a conflict of interest is most likely to arise. The letter of notification must state any relationship that exists between their official duties during the previous two years and the proposed employment. If in any doubt, Defence personnel must notify their relevant Commanding Officer or supervisor, who will determine whether a letter of notification is to be sent in accordance with [paragraph 24.](#)

23. **Timing of notification.** Early notification by Defence personnel of post separation employment will give Defence and the prospective employer greater opportunity to prevent any potential conflict of interest. The timing of notification to some extent relies on the judgment of Defence personnel having regard to their role in Defence and the ethical standards expected in Defence. This may include when a job offer is received, or earlier, when negotiating with a prospective employer or at the short-list stage of a selection process. In any case, notification must occur prior to the acceptance of any job offer.

24. **Submitting a letter of notification.** Defence members must submit the letter of notification through the chain of command (including Branch Head for those working in non-Service Groups), to the appropriate Service Deputy Chief. Defence employees must submit the letter of notification to their supervisor/manager who is at least two levels above the Defence Employee and no lower than One Star or Senior Executive Service (SES) Level 1.

25. **Prompt action on receipt of notification.** Letters of notification must be handled promptly to avoid any undue delay which could be perceived as a barrier to employment.

26. Advice on outcome of notification considerations. Defence personnel submitting letters of notification must be advised in writing of the outcome of deliberations on their notification.

Star Rank, Senior Executive Service and Defence Personnel who have a Significant Role in Procurement Decisions

27. While the notification of post separation employment procedures applies to all Defence personnel whose post separation employment could give rise to a conflict of interest, it is most pertinent to Defence personnel who are in senior positions or have a Significant Role in Procurement Decisions, where an actual or perceived conflict between their Defence service/employment and proposed private employment is more likely.

28. **Timing of notification.** Early notification is encouraged but must occur no later than the short-list stage, or in cases of an unsolicited offer, immediately upon receipt of that offer.

29. **Defence Material Organisation (DMO)** Star Ranked Defence members, Senior Executive Service (SES) Defence Employees and Defence personnel working in the DMO who have a Significant Role in Procurement Decisions such as senior program and project management, engineering personnel, financial delegates, tender evaluation personnel and contract administrators must notify the CEO DMO. Defence Members working within DMO must also notify the appropriate Service Chief.

30. **Non-DMO Star Ranked Defence Members.** Star Ranked Defence Members must notify the CDF, through the appropriate Service Chief and, where they are working in a non-Service Group, their Group Head.

31. **Non-DMO Defence Employees.** All other SES Defence employees and Defence personnel who have a Significant Role in Procurement Decisions must notify the Secretary through their Group Head.

MEASURES TO MANAGE CONFLICT OF INTEREST

32. After being notified of post separation employment, the CDF, Secretary, or CEO DMO, in consultation with the relevant Service Chief, will assess the likelihood and level of any actual or perceived conflict of interest. Should it be found that an actual or perceived conflict of interest exists, CDF, Secretary or CEO DMO may direct that some or all of the following measures be imposed to ensure that the conflict is managed effectively:

- a. the allocation of alternate duties until the employment situation is resolved;
- b. restrictions on the flow of information to the Defence employee/member;
- c. restrictions on access by the Defence employee/member to information systems;
- d. the supervisor discuss with the Defence employee/member proceeding on leave until the employment situation is resolved;
- e. a review or audit of access that the Defence employee/member has, or has had, to specific information with relevance to their future employment;
- f. requesting a statutory declaration from the Defence employee/member on departure, regarding any access to information relevant to their future employment and confirming their understanding about their obligations, specifically not to disclose or make improper use of sensitive information gained during employment with Defence and not to participate in specific activities with the future employer. A template Statutory Declaration is in [annex B](#);
- g. specific advice from a probity adviser about the contents of the statutory declaration and any other measures that are warranted;
- h. until departure, supervised access to files and systems, to deal with personal information;

- i. liaison by management with the Defence employee/member's future employer regarding any restrictions on participation by the Defence employee/member in specific activities with the company.
- (1) In some circumstances, Defence may instruct the company not to employ the Defence employee/member on specific defence-related activities.
 - (2) In a variety of commercial circumstances, especially instances where the employee was involved in writing specifications or statements of work, or negotiating tenders or contracts, Defence will exclude the company from consideration for specific contracts or activities should it employ the Defence employee/member in a related area of work or it is otherwise not possible to address the perception of a conflict of interest.
- To achieve these outcomes Defence may require certain undertakings from companies by way of legal restraint (such as a Deed Poll as in [annex D](#)).
- j. liaison by Defence management with other companies who may perceive themselves disadvantaged by the move of the Defence employee/member (for example, a competitor in forthcoming tenders). This might include the provision of specific information to those companies, to ensure that a level playing field is maintained in any tender competition.

INFORMING PROSPECTIVE EMPLOYERS

33. When an employment offer could result in an actual or apparent conflict of interest, Defence personnel should notify their prospective employer of their obligations to Defence at the earliest opportunity.

34. Many standard Defence contracting templates require contractors to state whether or not there is a conflict of interest connected with their performance of the Defence contract. This includes the proposed use of former Defence personnel on the contract. Contractors are also required to seek written approval from Defence in certain circumstances before allowing former Defence Employees, Defence Members or External Service Providers to Defence to contribute to or perform a Defence contract. More information on these aspects of contracting policy is contained in the [Defence Procurement Policy Manual](#), section 3, chapter 3.13—'Ethics and Fair Dealing'.

Annexes:

- A. [Definitions](#)
- B. [Statutory Declaration template](#)
- C. [Conflict of interest and post separation employment](#)
- D. [Deed Poll template](#)

Related publications

[Crimes Act 1914](#)

[Criminal Code Act 1995](#)

[Defence Act 1903](#)

[Public Service Act 1999](#)

[DI\(G\) PERS 25–2—Employment and Voluntary Activities of Australian Defence Force Members in Off-Duty Hours](#)

[DI\(G\) PERS 25–6—Conflicts of interest and declarations of interests](#)

[DI\(G\) PERS 03–1—Australian Defence Force officers notification of intention to resign or transfer to another Service or Reserves](#)

[DI\(G\) PERS 03–4—Management Initiated Early Retirement and termination of service in the Australian Defence Force](#)

[DI\(G\) PERS 21-1—Political Activities of Defence Personnel](#)

[Defence Materiel Instruction \(Personnel Management\) 1/2007—Post-Separation Employment Policy](#)

[Joint Directive 6/2006—Post-Separation Employment—Conflict of Interest](#)

[Defence Intellectual Property Manual](#)

[Defence Procurement Policy Manual](#)

[Defence Workplace Relations Manual](#)

[Financial Management Guidance 14—Guidance on Ethics and Probity in Government Procurement](#)

DEFINITIONS

1. The following definitions are applicable in the context of this Instruction:

Conflict of Interest includes:

- a. actions or decisions on the part of Defence Personnel done in anticipation of receiving an offer of future employment external to Defence, which may subsequently be seen as inappropriately benefiting or advancing the interests of a person or organisation; and/or
- b. the use of official, commercially valuable or IN–CONFIDENCE information by former Defence Personnel or their new employer gained by virtue of their previous employment with Defence; and/or
- c. the use of personal contacts or influence by Defence Personnel to secure preferential treatment for a new employer, or to disadvantage a competitor or potential competitor.

For more information refer to [Defence Instruction \(General\) PERS 25–6—Conflict of interest and declarations of interests](#)

Defence means the Department of Defence, the Defence Materiel Organisation (DMO), and the Australian Defence Force.

Defence Employee means a person employed in the Department of Defence under [section 22](#) of the *Public Service Act 1999*.

Defence Member means a member of the Permanent Navy, the Regular Army or the Permanent Air Force; or a member of the Reserves who is rendering continuous full-time service or is on duty or in uniform.

Defence Personnel means all Defence employees and Defence members.

External service providers means contractors, consultants and professional service providers engaged by Defence.

Significant role in Procurement Decisions includes Defence Personnel engaged in senior program and project management, engineering personnel, financial delegates, tender evaluation personnel and contract administrators.

STATUTORY DECLARATION TEMPLATE

Commonwealth of Australia STATUTORY DECLARATION *Statutory Declarations Act 1959*

1 *Insert the name, address and occupation of person making the declaration*

I, ¹ [NAME], [TITLE]/[COMPANY] OF [ADDRESS], [CITY], [POSTCODE]

2 *Set out matter declared to in numbered paragraphs*

make the following declaration under the *Statutory Declarations Act 1959*:

CURRENT EMPLOYMENT

[include dates of employment, capacity, title, duties, responsibilities and accountabilities. If civilian include any relevant service such as full time/reserve duty]

NEW EMPLOYMENT

[include date of commencement, title, capacity, duties and responsibilities]

OTHER RELEVANT INFORMATION

[including (but not limited to):

- details about access to Defence business/documents where the information contained may be of interest in your new employment
- relationships formed in Defence that may continue when in new employment
- nature of those relationships
- details about any issues/projects/tender or contracting processes you have been involved in with Defence that you may be involved in with, or of interest to, your new employment]

DECLARATION [THE FOLLOWING PARAGRAPHS MUST REMAIN FOR ALL DECLARATIONS]

I am aware of my statutory obligations (including under the *Crimes Act 1914*, the *Criminal Code Act 1995*, the *Defence Act 1903* and the *Public Service Act 1999* [DELETE the *Public Service Act 1999* where the declaration is not provided by an Australian Public Servant] in relation to the non-disclosure of information obtained in the course of my duties as a member of the Australian Defence Force or an employee of the Department of Defence [DELETE WHICH IS NOT RELEVANT].

I am aware of my obligations to protect the confidentiality of any Commonwealth information accessed and not to disclose this information. As [TITLE, COMPANY], and in any future capacity, I undertake not to make improper use or disclosure of any confidential or other sensitive information acquired by me whilst with the Australian Defence Force or the Department of Defence [DELETE WHICH IS NOT RELEVANT].

If my duties or responsibilities as [TITLE, COMPANY] conflict with any undertaking I have given in this Statutory Declaration, I undertake to stand aside from my position for the period of the conflict, or until the conflict is otherwise appropriately managed in consultation with the Department of Defence.

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959*, and I believe that the statements in this declaration are true in every particular.

3 *Signature of person making the declaration*

³

4 *Place*
5 *Day*
6 *Month and year*

Declared at ⁴ _____ on ⁵ _____ of ⁶ _____

7 *Signature of person before whom the declaration is made (see over)*

⁷

8 *Full name, qualification and address of person before whom the declaration is made (in printed letters)*

⁸

Note 1 A person who intentionally makes a false statement in a statutory declaration is guilty of an offence, the punishment for which is imprisonment for a term of 4 years — see section 11 of the *Statutory Declarations Act 1959*.

Note 2 Chapter 2 of the *Criminal Code* applies to all offences against the *Statutory Declarations Act 1959* — see section 5A of the *Statutory Declarations Act 1959*.

A statutory declaration under the *Statutory Declarations Act 1959* may be made before—

- (1) a person who is currently licensed or registered under a law to practise in one of the following occupations:
- | | | |
|----------------------|----------------------|--------------------|
| Chiropractor | Dentist | Legal practitioner |
| Medical practitioner | Nurse | Optometrist |
| Patent attorney | Pharmacist | Physiotherapist |
| Psychologist | Trade marks attorney | Veterinary surgeon |
- (2) a person who is enrolled on the roll of the Supreme Court of a State or Territory, or the High Court of Australia, as a legal practitioner (however described); or
- (3) a person who is in the following list:
- Agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public
- Australian Consular Officer or Australian Diplomatic Officer (within the meaning of the *Consular Fees Act 1955*)
- Bailiff
- Bank officer with 5 or more continuous years of service
- Building society officer with 5 or more years of continuous service
- Chief executive officer of a Commonwealth court
- Clerk of a court
- Commissioner for Affidavits
- Commissioner for Declarations
- Credit union officer with 5 or more years of continuous service
- Employee of the Australian Trade Commission who is:
- (a) in a country or place outside Australia; and
- (b) authorised under paragraph 3 (d) of the *Consular Fees Act 1955*; and
- (c) exercising his or her function in that place
- Employee of the Commonwealth who is:
- (a) in a country or place outside Australia; and
- (b) authorised under paragraph 3 (c) of the *Consular Fees Act 1955*; and
- (c) exercising his or her function in that place
- Fellow of the National Tax Accountants' Association
- Finance company officer with 5 or more years of continuous service
- Holder of a statutory office not specified in another item in this list
- Judge of a court
- Justice of the Peace
- Magistrate
- Marriage celebrant registered under Subdivision C of Division 1 of Part IV of the *Marriage Act 1961*
- Master of a court
- Member of Chartered Secretaries Australia
- Member of Engineers Australia, other than at the grade of student
- Member of the Association of Taxation and Management Accountants
- Member of the Australasian Institute of Mining and Metallurgy
- Member of the Australian Defence Force who is:
- (a) an officer; or
- (b) a non-commissioned officer within the meaning of the *Defence Force Discipline Act 1982* with 5 or more years of continuous service; or
- (c) a warrant officer within the meaning of that Act
- Member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants or the National Institute of Accountants
- Member of:
- (a) the Parliament of the Commonwealth; or
- (b) the Parliament of a State; or
- (c) a Territory legislature; or
- (d) a local government authority of a State or Territory
- Minister of religion registered under Subdivision A of Division 1 of Part IV of the *Marriage Act 1961*
- Notary public
- Permanent employee of the Australian Postal Corporation with 5 or more years of continuous service who is employed in an office supplying postal services to the public
- Permanent employee of:
- (a) the Commonwealth or a Commonwealth authority; or
- (b) a State or Territory or a State or Territory authority; or
- (c) a local government authority;
- with 5 or more years of continuous service who is not specified in another item in this list
- Person before whom a statutory declaration may be made under the law of the State or Territory in which the declaration is made
- Police officer
- Registrar, or Deputy Registrar, of a court
- Senior Executive Service employee of:
- (a) the Commonwealth or a Commonwealth authority; or
- (b) a State or Territory or a State or Territory authority
- Sheriff
- Sheriff's officer
- Teacher employed on a full-time basis at a school or tertiary education institution

CONFLICT OF INTEREST AND POST SEPARATION EMPLOYMENT

1. Defence Personnel considering post separation employment should be aware that conflicts of interest are most likely to arise as a result of their involvement with:

- a. purchasing activities, particularly decisions involving a prospective employer;
- b. preliminary stages of procurement involving identification and definition of a requirement;
- c. solicitation, tendering and source selection processes;
- d. contractual relationships involving Defence;
- e. the exercise of discretionary power in conferring business advantage eg the issue of a licence or concession, decisions relating to intellectual property, or the processing of material contract amendments;
- f. in-confidence procedures and criteria which could allow manipulation of Government, Senior Defence Committee, decision-maker or delegates' decisions;
- g. forecasts of intentions, disclosures of which could present a direct business advantage; and
- h. access to sensitive information, not yet considered by Government or made public, from which commercial advantage might be derived.

2. A conflict of interest may also arise where a Defence Member of the Reserve working in Defence Industry provides services for Defence in relation to a procurement process or project, where the Reservist has a commercial or other interest in the outcome of the procurement process or project. Reservists must acknowledge their obligations to disclose any conflicts of interest and must not disclose sensitive information in accordance with their consultancy contract and any deed of confidentiality.

DEED POLL TEMPLATE

DEED POLL made in [STATE] dated [DATE]

In favour of the Commonwealth of Australia, as represented by the Department of Defence.

By [COMPANY] [(ABN)] of [ADDRESS], [CITY], [POSTCODE].

1. [COMPANY] undertakes that [EMPLOYEE NAME] will not be involved in any work within [COMPANY] that is associated with [TYPE OF WORK UNDERTAKEN IN COMMONWEALTH DEPARTMENT] to the Commonwealth of Australia for a period of at least [TIME PERIOD] from the commencement date of his/her employment with [COMPANY] (or any of its related entities).
2. [COMPANY] agrees that involving of [EMPLOYEE NAME] in any work associated with [TYPE OF WORK UNDERTAKEN IN COMMONWEALTH DEPARTMENT] to the Commonwealth of Australia within a [TIME PERIOD] period may present a conflict of interest.
3. [COMPANY] acknowledges that should [EMPLOYEE NAME] perform any work, or prepare any tender, associated with [TYPE OF WORK UNDERTAKEN IN COMMONWEALTH DEPARTMENT] to the Commonwealth of Australia, [COMPANY] (or its related entities) may be in breach of their contractual obligations with the Commonwealth of Australia. [COMPANY] acknowledges and agrees that such a breach may result in the Commonwealth of Australia:
 - a. Terminating any affected contracts with; or
 - b. Not awarding certain contracts to[COMPANY] (or its related entities).
4. [COMPANY] acknowledges that [EMPLOYEE NAME] is subject to Defence policy on post-separation employment and is required to avoid circumstances which may give rise to a conflict of interest between the interests of the Commonwealth of Australia and [COMPANY]. [COMPANY] also acknowledges that [EMPLOYEE NAME] is subject to official secrecy and confidentiality obligations under the *Public Service Act 1999*, *Crimes Act 1914*, *Criminal Code Act 1995* and/or the *Defence Act 1903* and common law.

EXECUTED AS A DEED POLL by [COMPANY]

In accordance with s127 of the *Corporations Act 2001*.

Managing Director

Company Secretary

Print name

Print name