



I .....  
(Full name)

of .....  
(Home address)

1. **Acknowledge** that I have received, read and understood a copy of the attached *Instrument of Delegation/Appointment holders Undertaking to Preserve and Safeguard Official Information* sheet, drawing my attention to the provisions of the following regarding my personal obligations to preserve and safeguard official information:
  - (a) *Freedom of Information Act 1982* – section 4(1)
  - (b) *Crimes Act 1914* – sections 70(1) and (2)
  - (c) *Criminal Code Act 1995* – section 478.1
  - (d) *Privacy Act 1988* – sections 16 and 93(1)
2. Understand that all official information that has been, or will be seen by me in the course of my official duties as an authorised person or a delegate of CASA, is the property of CASA.
3. Understand that I have a personal duty not to disclose or communicate or publish any official information in any form to any unauthorised person or organisation, either during or after my appointment without prior written approval from CASA.
4. Understand that access to official information is to be limited to that information necessary for me to fulfil my obligations under the conditions of my appointment/delegation.
5. Understand that timely access to official information will be during normal CASA office hours.
6. Understand that access to official information will be:
  - available only at a CASA Office; and
  - available under the supervision of CASA staff.
7. Understand that should I breach an undertaking made in this document, CASA may cancel my appointment.

Signature: ..... Date: ...../...../.....

Full Name: .....

**Details of CASA Officer Signing on Behalf of the Authority**

Signature: ..... Date: ...../...../.....

Full Name: .....  
CASA Officer

# **INSTRUMENT OF DELEGATION/APPOINTMENT HOLDERS UNDERTAKING TO PRESERVE AND SAFEGUARD OFFICIAL INFORMATION**

## **General**

All information in the custody of the Civil Aviation Safety Authority (CASA) is official information. It is the property of CASA and is subject to the handling procedures determined by it.

## **Definition**

A **document** is “any written or printed matter, and map, plan, photograph, any article or thing that has been so treated to any sounds or visual images that those sounds or visual images are capable, with or without the aid of some other device, of being produced from the article or thing, and includes a copy of any such matter, map, or photograph, article or thing, but does not include library material maintained for reference purposes.”

An **official duty** is “any work done in relation to the processing of an application that is within the scope of an Instrument of Delegation or Instrument of Authorisation issued by CASA to the individual.”

## **Scope**

The official information in the custody of CASA includes:

- (a) All documents, and the information they contain.
- (b) Files and associated records stored on premises occupied by CASA or stored on behalf of CASA elsewhere in Australia or overseas.
- (c) Personnel and related corporate information obtained or created as a result of the performance of any official activity by or on behalf of CASA.
- (d) Examination papers, reports and procurement documentation.
- (e) Computerised information and databases.
- (f) Consultancy reports and other related material prepared for or on behalf of CASA.
- (g) Information made available to CASA under a condition that it not be disclosed without the express consent of the source (ie commercially sensitive material and information provided by AirServices Australia).

## **Access to Information**

Official information (in hard copy) may be made available to a delegate or authorised person for an official purpose. Access is limited to that information that is directly related to the task being undertaken and in accordance with the scope of the relevant instrument. The instrument holder must satisfy the CASA Area Office that the access sought is in fact directly related to the task being undertaken and within the scope of the relevant instrument. If access is granted, the instrument holder must be supervised at all times by a CASA officer determined by the Area Office.

This material remains the property of CASA, and is subject to the handling requirements of appropriate Commonwealth laws.

## **Misuse**

From time to time a delegate or authorised person may experience pressure to make available,

without authorisation, (ie disclosure), official information to which they have been given access to in the course of their official duties.

The reasons for such action may vary, from a belief that it would be in the public interest to a simple desire to impress the listener. Whatever the reason, such action is improper.

Apart from an obvious fact that the unauthorised disclosure of official information could be a breach of the law, and of accepted standards of ethical conduct, a 'leak' can be damaging in the following ways:

- The substance of the 'leak' may provide an incomplete, distorted or misleading view of a situation or issue.
- A 'leak' could result in serious inequity between groups or individuals and it may even damage the national economy. A 'leak' could cause CASA a serious loss of industry and public confidence and could expose it to civil litigation.
- The occurrence of a 'leak' may impede the willingness of an organisation or an individual to provide CASA with information.
- 'Leaks' can be wasteful in terms of time and the resources that may have to be expended in attempting to clarify a situation which has been incompletely and often inaccurately portrayed as well as in determining who was responsible and why the 'leak' occurred.
- A 'leak' could result in the tightening of CASA procedures relating to access to information, which ultimately inhibits the efficiency and may impact unfavourable on the delegate.

**Unauthorised disclosure of official information may also result in the delegate or authorised person losing any protection from the provisions of CAAP Admin 00/01.**

Delegates and Authorised Persons must be aware of, and comply with the Privacy Act, the Crimes Act, and the Freedom of Information Act, and will not disclose official information.

### ***Freedom of Information Act 1982***

A **document** is "any written or printed matter, and map, plan, photograph, any article or thing that has been so treated to any sounds or visual images that those sounds or visual images are capable, with or without the aid of some other device, of being produced from the article or thing, and includes a copy of any such matter, map, or photograph, article or thing, but does not include library material maintained for reference purposes."

### ***Crimes Act 1914***

70(1) A person who, being a Commonwealth officer, publishes or communicates, except to some person to whom they are authorised to publish or communicate it to, any fact or document which comes to his/her knowledge, or into his possession, by virtue of his office and which it is his duty not to disclose, "shall be guilty of an offence".

70(2) A person who, having been a Commonwealth officer, publishes or communicates without lawful authority or excuse (proof whereof shall lie upon them), any fact or document which came to their knowledge, or into their possession, by virtue of their office, and which, at

the time when they ceased to be a commonwealth officer, it was their duty not to disclose, "shall be guilty of an offence". The extended section 3 definition of "Commonwealth officer" includes:

"(c) for the purposes of section 70...a person who, although not holding office under, or employed by,...a public authority under the Commonwealth, performs services for or on behalf of...a public authority under the Commonwealth"

This definition includes delegates and authorised persons and makes them amenable to other offence provisions of which they should be aware:

- 72 Falsification of books and records by officers.
- 73 Corruption and bribery of Commonwealth officers.
- 74 False returns and certificates by officers
- 75 Impersonating public officers.

***Privacy Act 1988***

“16. An agency shall not do any act, or engage in any practice, that breaches an Information Privacy Principle.”

“93.(1) A confider may recover damages from a confidant in respect of a breach of an obligation of confidence with respect to personal information.”