**Medical Research**

Tom Rogers

Electoral Commissioner

Australian Electoral Commission

Locked Bag 4007
Canberra ACT 2601

**STATEMENT OF ASSURANCE – [insert date]**

**Compliance by [insert name of organisation] (the ‘Organisation’) with the conditions of the Agreement for the Safeguard of Elector Information (‘the Safeguard Agreement’) dated [insert date] with respect to Elector Information received under item 2 of the table in subsection 90B(4) of the *Commonwealth Electoral Act 1918* (the ‘Electoral Act’)*.***

I, [*insert name of signatory*] being the [insert position held in organisation] declare on behalf of the Organisation that:

1. I am authorised to give this declaration on behalf of the Organisation; and
2. During the period of the medical research project:
3. there has not been an ‘eligible data breach’ (as that term is defined in the *Privacy Act 1988*) involving Elector Information provided to the Organisation;
4. Elector Information provided to the Organisation has been used in accordance with the Safeguard Agreement and in compliance with subsections 91A(2A) and 91B(2) of the Electoral Act; and
5. the Organisation has made its employees and external suppliers aware that:
6. they are dealing with Elector Information received under section 90B of the Electoral Act which is protected information for the purposes of subsection 91B(1) of the Electoral Act;
7. any failure to use the Elector Information in compliance with subsections 91A(2A) of the Electoral Act and sub-regulation 11(a) of the *Electoral and Referendum Regulation 2016* is a breach of subsection 91A(1) of the Electoral Act for which the penalty is 100 penalty units;
8. any disclosure of the protected Information contrary to subsection 91B(2) of the Electoral Act is a breach of that section for which the penalty is 1,000 penalty units;
9. any use of the protected information for a commercial purpose is a breach of subsection 91B(3) of the Electoral Act for which the penalty is 1,000 penalty units; and
10. that a penalty unit is currently [insert $222 or such greater sum that was last fixed under subsection 4AA(3) of the *Crimes Act 1914*]*.*
11. Elector Information provided to the Organisation has been stored and/or deleted, destroyed or returned to the AEC, in accordance with the Safeguard Agreement.

[Insert signature block]

**Health Screening Program Providers**

Tom Rogers

Electoral Commissioner

Australian Electoral Commission

Locked Bag 4007
Canberra ACT 2601

**STATEMENT OF ASSURANCE – [insert date]**

**Compliance by [insert name of health screening program provider] (the ‘Organisation’) with the conditions of the Agreement for the Safeguard of Elector Information (the ‘Safeguard Agreement’) dated [insert date] with respect to Elector Information received under item 2 of the table in subsection 90B(4) of the *Commonwealth Electoral Act 1918* (the ‘Electoral Act’).**

I, [*insert name of signatory*] being the [insert position held in the Organisation] declare on behalf of the Organisation that:

1. I am authorised to give this declaration on behalf of the Organisation;
2. During the period of the health screening program:
3. there has not been an ‘eligible data breach’ (as that term is defined in the *Privacy Act 1988*) involving Elector Information provided to the Organisation;
4. Elector Information provided to the Organisation has been used in accordance with the Safeguard Agreement and in compliance with subsections 91A(2A) and 91B(2) of the Electoral Act during the financial year indicated above; and
5. the Organisation has made its employees and external suppliers aware that:
6. they are dealing with Elector Information received under section 90B of the Electoral Act which is protected information for the purposes of subsection 91B(1) of the Electoral Act;
7. any failure to use the Elector Information in compliance with subsections 91A(2A) of the Electoral Act and sub-regulation 11(b) of the *Electoral and Referendum Regulation 2016* is a breach of subsection 91A(1) of the Electoral Act for which the penalty is 100 penalty units;
8. any disclosure of the protected information contrary to subsection 91B(2) of the Electoral Act is a breach of that section for which the penalty is 1,000 penalty units;
9. any use of the protected information for a commercial purpose (other than information provided under item 5, 6 or 7 of the table in subsection 90B(4) of the Electoral Act that is used for a permitted purpose) is a breach of subsection 91B(3) of the Electoral Act for which the penalty is 1,000 penalty units; and
10. that a penalty unit is currently [insert $222 or such greater sum that was last fixed under subsection 4AA(3) of the *Crimes Act 1914*].
11. Elector Information provided to the Organisation has been stored and/or deleted, destroyed or returned to the AEC, in accordance with the Safeguard Agreement.

 [Insert signature block]