



ACKNOWLEDGEMENT DEED POLL

FOR THE SAFEGUARD OF ELECTOR INFORMATION

[ORGANISATION NAME] [ABN]

I, [name], Principal Investigator / Program Director of the [project or program name], make this Deed Poll on behalf of [organisation name] [ABN] ('the Organisation'), request the provision of Elector Information, and understand and agree that the Australian Electoral Commission ('AEC') may give a copy of a Roll (or an extract of a Roll) ('Elector Information') to the Organisation under item 2 of the table in subsection 90B(4) of the *Commonwealth Electoral Act 1918* (Cth) ('the Electoral Act') subject to compliance with this Acknowledgement Deed Poll for the Safeguard of Elector Information ('Acknowledgement Deed Poll').

1. Definitions

1.1 In this Deed Poll, unless the contrary intention appears:

'Elector Information' means information provided by the AEC to the Organisation under item 4 of the table in subsection 90B(4) of the Electoral Act.

'Electoral Roll' means the Commonwealth Electoral Roll prepared by the AEC for the purposes of section 81 of the Electoral Act in accordance with section 83 of the Electoral Act;

'Permitted Purpose' in accordance with the Electoral and Referendum Regulations 2026 (Cth) means the purposes specified in clause 3.2 of this Acknowledgement Deed Poll.

2. Provision of Elector Information

2.1 For the purpose of this Acknowledgement Deed Poll, the Elector Information that may be provided to the Organisation, on request by the Organisation and payment of the fee in accordance with clause 10 is limited to:

- (a) surname and given names;
- (b) real place of living (*Note: Address information cannot be provided in relation to silent electors and is not available for itinerant and eligible overseas electors*).

2.2 If the AEC wishes, Elector Information may also include information about the:

- (a) sex of; or
- (b) age range that covers a person included on the Electoral Roll, as determined by the AEC, covering at least 2 years.

2.3 The Organisation has agreed to receive de-identified data and will receive for this project the following information: [complete below as to what is provided]

- (a) real place of living excluding silent electors, itinerant and eligible overseas electors;

(b) gender

(c) age range that covers a person included on the electoral Roll, as determined by the AEC, covering at least 2 years

- 2.4 Notwithstanding the terms of this Acknowledgement Deed Poll, the Electoral Commission or delegate may exercise its discretion to not give the Organisation Elector Information at any time.

3. Use of Elector Information

- 3.1 The Organisation must ensure that Elector Information is not used for any purpose other than the permitted purpose as specified in section 91A of the Electoral Act, and section 11 of the *Electoral and Referendum Regulations 2026* ('**Regulations**').

- 3.2 The permitted purpose under item 2 of the table in subsection 90B(4) of the Electoral Act for the Organisation is **[delete one]**:

For medical research

To conduct medical research about **[insert short description]** in accordance with the Guidelines under section 95 of the *Privacy Act 1988* (Cth) ('**the Privacy Act**'). The Guidelines are a statutory instrument. See [Guidelines issued under Section 95\(1\) of the Privacy Act 1988 \(Cth\)](#)

For a population-based health screening program

To provide a population-based health screening program about **[insert short description]** that is funded in whole or in part by the Commonwealth.

- 3.3 The Organisation must ensure that Elector Information:
- (a) is stored and communicated securely in accordance with clause 5 below;
 - (b) is not accessed by any person (other than as permitted in clause 6 below); or
 - (c) that persons permitted to access the Elector Information are aware of the conditions and penalties specified in sub-clause 6.6 below; and
 - (d) is destroyed, deleted or returned in accordance with clause 6 below.

4. Data security, confidentiality and protection of Elector Information

- 4.1 The Organisation acknowledges that it is an 'APP entity' as defined by the *Privacy Act 1988* (Cth) ('**the Privacy Act**') and as such will, at all times, comply with the requirements of that Act.

[Drafting note: delete this sub-clause 4.1 if the Organisation is not an APP entity]

- 4.2 The Organisation acknowledges that Elector Information received under item 2 of the table in subsection 90B(4) of the Electoral Act includes confidential and personal information and agrees to:

- (a) take all reasonable steps to ensure that the Elector Information supplied is protected against loss, and against unauthorised access, use, modification, disclosure or other misuse;
- (b) not disseminate any publications or information otherwise released from data compilations in a manner that is likely to enable the identification of a particular person;
- (c) ensure that access to Elector Information is in accordance with clause 5 of this Acknowledgement Deed Poll;
- (d) ensure that all Elector Information is stored within a system with adequate controls on access in accordance with sub-clause 5 of this Acknowledgement Deed Poll; and
- (e) not release Elector Information to any third party without prior written agreement of the AEC (which may be given or withheld at its sole discretion).

4.3 The Organisation must notify the AEC of all unauthorised access, use, modification or disclosure of Elector Information irrespective of whether a report is made to the Office of the Australian Information Commissioner ('**OAIC**'). This notice must be in writing and provided as soon as the Organisation is aware of the unauthorised use or disclosure.

[Drafting note: alternate clause for non-APP entity – “The Organisation must notify the AEC of all unauthorised access, use, modification or disclosure of Elector Information. This notice must be in writing and provided as soon as the Organisation is aware of the unauthorised use or disclosure.”]

4.4 In accordance with the mandatory Notifiable Data Breach scheme ('**NDB Scheme**') under Part IIIC of the Privacy Act, if the Organisation becomes aware, or has reasonable grounds to suspect, a data breach has occurred, involving Elector Information that is personal information that is likely to result in serious harm to any individual affected, the Organisation must:

- (a) undertake a reasonable and expeditious assessment to determine if the data breach is likely to result in serious harm to any individual affected; and
- (b) notify the AEC of any Eligible Data Breach (as that term is defined in the Privacy Act), in writing as soon as practicable; and
- (c) if the assessment determines that the breach constitutes an Eligible Data Breach, notify the OAIC; and
- (d) notify all affected individuals in accordance with the NDB Scheme.

4.5 When reporting an Eligible Data Breach, the Organisation will provide the AEC with full details of the reported breach and copies of any reports or communications between the Organisation and the OAIC relevant to the reported data breach.

[Drafting note: for a non-APP entity delete clauses 4.4 and 4.5 and insert the following:

“4.4 In accordance with the Organisation’s internal process, if the Organisation becomes aware, or has reasonable grounds to suspect, a data breach has occurred, involving Elector Information that is personal information that is likely to result in serious harm to any individual affected, the Organisation must:

- a) undertake a reasonable and expeditious assessment to determine if the data breach is likely to result in serious harm to any individual affected; and
- b) notify the AEC of any data breach in writing as soon as practicable; and
- c) if the assessment determines that the breach is likely to result in serious harm to any individual affected, notify those individuals.”]

4.6 If the Organisation receives a complaint alleging interference with the privacy of an individual by the Organisation arising out of operations within the permitted purpose for the use of the Elector Information, the Organisation will:

- (a) immediately notify the AEC in writing of the nature of that complaint and such details of that complaint as are necessary to minimise any (or further) interference; and
- (b) keep the AEC informed as to the progress of that complaint as it relates to the Organisation's actions in connection with that allegation of interference.

5. Storage of Elector Information

5.1 The Elector Information must be stored and communicated securely and the Organisation must ensure that the Elector Information:

- (a) is not copied (except when uploading the Elector Information in accordance with sub-clause 2.3 or as part of standard system redundancy and backup process);
- (b) is uploaded to a computer facility that is owned and operated solely by the Organisation or is operated and maintained by a third party under contract with the Organisation. Any terms of the relevant contract must mirror section 95B of the Privacy Act;
- (c) is stored on a computer facility in such a way as to restrict access to the Elector Information, including any standard system redundancy and backup copies, to permitted persons in accordance with clause 6;
- (d) where there is a need to communicate the Elector Information for use in accordance with this Acknowledgement Deed Poll, is encrypted using a Commonwealth Government approved protocol; and
- (e) is kept by the Organisation in accordance with the Australian Government Protective Security Policy Framework consistently with the Organisation's obligations under the Privacy Act.

5.2 The Organisation must not transmit, hold or process the Elector Information outside Australia.

5.3 The Organisation must disclose in writing to the AEC all third-party vendors that have access to their IT systems that stores Elector Information and notify the AEC within one month of any contractual change of third-party vendor.

5.4 The Organisation must disclose in writing to the AEC any system that stores Elector Information which is managed by a third-party vendor.

5.5 This clause 5 will survive the expiration or cessation of this Acknowledgement Deed Poll.

6. Access to Elector Information

6.1. The Elector Information must only be accessed and used for an Authorised Person for a permitted purpose.

6.2. For the purposes of this Acknowledgement Deed Poll, an Authorised Person includes:

- (a) the Organisation's employees who work in a team that has been authorised by the **Principal Investigator/Program Director** to access Elector Information based on a genuine need for the performance of duties; or
- (b) those persons who provide services to the Organisation under a contract ('**Contract Staff**') who have executed a Deed Poll under sub-clause 6.3 and who work in a team that has been authorised by the Organisation to access Elector Information based on a genuine need for the performance of duties. This definition of Contract Staff includes staff at a third party vendor that manages any system which stores Elector Information.
- (c) those persons with a placement or enrolment as a research student who have been authorised by the **Principal Investigator/Program Director** to provide services to the Organisation to access Elector Information based on a genuine need for the performance of duties, and who have executed a Deed Poll under sub-clause 6.3 ('**Research Student**').

6.3. The Organisation must require all of the Organisation's employees, Research Students and Contract Staff, who may access, use or disclose Elector Information as part of their employment duties, placement or enrolment to execute a Deed Poll provided by the AEC as to the Permitted Purpose of Elector Information before accessing the Elector Information as part of their duties. The Organisation must inform the AEC if an Organisation employee, Research Student and/or Contract Staff member who has executed a Deed Poll is no longer accessing, using or disclosing Elector Information.

6.4. The Organisation must require all of the Organisation's employees, Research Students and Contract Staff, who may access, use or disclose Elector Information as part of their employment duties to undertake training which outlines the sensitivity of the Elector Information and their legislative requirements as referenced in this Acknowledgement Deed Poll.

6.5. The Organisation must capture and log all records of training attendance, including the dates that the training was undertaken.

6.6. The Organisation must ensure that its employees, Contract Staff and Research Students are made aware that:

- (a) the use of Elector Information for purposes other than a permitted purpose may constitute a breach of section 91A of the Electoral Act, which carry penalties of up to 100 penalty units. The value of a penalty unit is set by section 4AA of the *Crimes Act 1914* (Cth) and is currently \$364;
- (b) the use of Elector Information for a commercial purpose may constitute a breach of section 91B of the Electoral Act, which carries penalties of up to 1,000 penalty units;

- (c) an offence under Division 478 of the *Criminal Code Act 1995* (Cth) ('**the Criminal Code**') may be committed by:
 - (i) unauthorised access to, or modification of Elector Information for a purpose that is not a Permitted Purpose. If a person is found guilty of an offence under 478.1 of the Criminal Code, a court may impose a maximum penalty of up to 2 years imprisonment;
 - (ii) unauthorised impairment of the reliability, security or operation of the system containing the Elector Information. If a person is found guilty of an offence under 478.2 of the Criminal Code, a court may impose maximum penalty of up to 2 years imprisonment;
 - (iii) possession or control of Elector Information with intent to commit a computer offence. If a person is found guilty of an offence under 478.3 of the Criminal Code, a court may impose maximum penalty of up to 3 years imprisonment; or
 - (iv) producing, supplying or obtaining the Elector Information with the intent to commit a computer offence. If a person is found guilty of an offence under 478.4 of the Criminal Code, a court may impose maximum penalty of up to 3 years imprisonment.
 - (d) the Elector Information must remain in the Organisation's power, possession or control and must be securely stored at all times.
- 6.7. The Organisation must undertake an annual review of user access rights to ensure user access rights to the Elector Information data are commensurate with roles and responsibilities.
- 6.8. The Organisation must log all access to and undertake the monitoring of audit logs, to monitor for the ongoing appropriate use/access to the Elector Information.
- 6.9. The Organisation must retain the inputs (e.g. user listings or audit logs that were reviewed) and outputs (e.g. actions undertaken after the review) of both forms of review outlined above and provide these inputs and outputs to the AEC where required and upon request by the AEC.

7. Destruction of Elector Information

7.1 On the earlier of:

- (a) the expiration of the period ending six months after the receipt of the Elector Information by the Organisation, or
- (b) the receipt of an updated version of the Electoral Information (or earlier if the Organisation decides that it no longer requires the Elector Information).

The Organisation must ensure that any medium containing the Elector Information provided by the AEC, including all copies of the Elector Information (as distinct from information about an individual that is merged in the Organisation's records for the relevant Permitted Purpose) is:

- (c) securely deleted and destroyed in accordance with the destruction instructions provided by the AEC; or

(d) delivered to the AEC by registered mail.

7.2 Within two weeks of the occurrence of an event specified in sub-clause 7.1, and at the direction of the AEC, the Organisation must provide to the AEC a Certificate of Destruction (using the template provided) that attests to the:

(a) deletion of the Elector Information earlier uploaded to the computer facility; and

(b) destruction or return by registered mail of the discs or other medium provided by the AEC that contain the Elector Information provided before the receipt of the new Elector Information from the AEC (as the case requires).

7.3 The Organisation acknowledges that the provision of Elector Information remains at the discretion of the AEC and any request for access to such information by the Organisation may be refused. The Organisation may not be provided the next provision of Elector Information if the AEC is not satisfied that destruction has occurred.

8. Security Incidents

8.1 For the purposes of this Acknowledgement a '**Security Incident**' is any event that indicates that the security of an information system, service or network has been, or may have been, compromised.

8.2 The Organisation must immediately advise the AEC's Roll Data and Products Section (via email to rps@aec.gov.au) of any Security Incident involving Elector Information.

9. Organisational Change

9.1 The Organisation will advise the AEC of any proposed changes to organisational structure, or business process that may impact on the way Elector Information is accessed or used. This includes, but is not limited to, any new contractual arrangements which may facilitate a wider use of the Elector Information.

10. Annual assurance statement

10.1 The Organisation must provide the AEC with a statement of assurance on the earlier of;

(a) conclusion of the project; or

(b) before 30 June each year that the Elector Information has been used in accordance with this Acknowledgement Deed Poll.

10.2 Where the Organisation fails to provide such assurance, no further Elector Information will be provided until the AEC is fully satisfied that the Organisation is operating in strict conformance with this Acknowledgement Deed Poll.

11. Audits of the Management of the Elector Information

11.1 Where the AEC has concerns that the conditions of this Acknowledgement Deed Poll have not or are not being met, it may request the Organisation undertake an audit of its compliance with the provisions of this Acknowledgement. The audit must be undertaken at the expense of the Organisation and be undertaken by an auditor approved by the AEC Information

Technology Security Advisor and the Assistant Commissioner responsible for Assurance at the AEC.

- 11.2 The audit must be prepared pursuant to the provisions of the Standard on Assurance Engagements (ASAE 3150) issued by the Auditing and Assurance Standards Board.
- 11.3 The Organisation must provide a copy of the audit report to the AEC within one (1) month of the audit report being available.
- 11.4 If an issue identified in an audit report has not been addressed to the AEC's satisfaction within 30 business days after receipt of the audit report by the AEC, the AEC or delegate may exercise its discretion to not give the Organisation further Elector Information. The AEC may also direct the Organisation to destroy Elector Information that it holds in accordance with clause 5 where an audit report identifies non-compliance with this Acknowledgement Deed Poll.
- 11.5 The Organisation must report to the AEC, the results of internal and external audit/assurance activities undertaken in relation to systems and processes, as relevant to the management of the Elector Information. This includes independent assurances that third-party vendors are subject to, such as ISO-37000 compliance audits, to ensure their IT systems are secure.
- 11.6 The AEC may, on no less than ten (10) working days' notice undertake inspections and/or audits of the Organisation no more than once a year, at the Organisation's cost to check the Organisation's compliance with its requirements outlined in this Acknowledgement Deed Poll, or any Certificate of Destruction or Deed Poll signed by or required to be signed by the Organisation. The Organisation agrees to provide the AEC or its agents with reasonable access to their sites to facilitate inspections and/or audits.

12. Financial arrangements

- 12.1 The Organisation understands that the AEC is entitled to recoup the costs incurred by the AEC in providing Elector Information to the Organisation in accordance with subsection 90B(9) of the Electoral Act.
- 12.2 The Organisation must pay the service fee and receipt of the payment must be confirmed in order for the AEC to provide Elector Information.

13. Political and issue neutrality

- 13.1 The Organisation understands that it must:
 - (a) respect the strict political and referendum issue neutrality of the AEC, as it relates to AEC's performance of its functions under the Electoral Act, the *Referendum (Machinery Provisions) Act 1984* (Cth), *Fair Work (Registered Organisations) Act 2009* (Cth) and the *Aboriginal and Torres Strait Islander Act 2005* (Cth);
 - (b) not jeopardise the AEC's political and referendum issue neutrality by any act or omission; and
 - (c) not associate the AEC in any way with any political activity that they undertake (including in relation to a plebiscite or referendum).

14. Review and Cessation of the Acknowledgement

- 14.1 This Acknowledgment Deed Poll will commence on the date it is signed by the Organisation ('**Execution**') and expire five years from the date of Execution.
- 14.2 The AEC may at any time advise the Organisation that the terms of this Acknowledgement Deed Poll no longer apply, by giving 30 days' written notice ('**Cessation**').
- 14.3 Upon Cessation in accordance with sub-clause 12.3, the Organisation must:
- (a) securely destroy or deliver to the AEC the Elector Information which is in the Organisation's power, possession or control; and
 - (b) provide the AEC with a statutory declaration confirming that the secure destruction of the Elector Information or the secure delivery of the Elector Information to the AEC is complete and in accordance with this clause.

15. Notices

- 15.1 Any notice under this Acknowledgement Deed Poll is only effective if it is in writing, signed by the person giving the notice and either delivered by hand, sent by pre-paid post, or transmitted electronically by electronic mail.
- 15.2 A notice:
- (a) must be sent to the relevant address under sub-clause 15.3 using one of the means specified in the following sub-clauses:
 - (i) by hand or courier;
 - (ii) by post; or
 - (iii) electronic transmission; and
 - (b) subject to sub-clause 15.2(c) is delivered on a business day if delivery occurs before 5 p.m. or otherwise on the next business day; and
 - (c) is taken to have been delivered on a business day:
 - (i) by post, on the date that it should arrive in the ordinary course of the post from the date of posting for the method of postage used by the person giving the notice; or
 - (ii) by electronic transmission on the day and at the hour of transmission, unless the sender receives a notice of failure of the transmission.
- 15.3 For the purposes of sub-clause 15.1 the relevant address for a notice to:
- (a) the AEC is to be directed to the attention of the Roll Data and Products Section at:
 - (i) street address:

12 Mort Street
Canberra ACT 2600
 - (ii) postal address:

(iii) email: rps@aec.gov.au

(b) the Organisation to be directed to the attention of [name] at:

(iii) email:

Executed as a Deed on.....

[illegible]

(Name of witness)