MTAA

Whistleblower Policy

Reference Schedule

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1. Introduction

1.1 This policy deals with whistleblowing (Policy)

1.2 In this Policy, we / us / our means Medical Technology Association of Australia Limited and each of our related bodies corporate, associated entities, controlled entities and business units.

1.3 Capitalised terms in this Policy are defined in clause 15 of this Policy.

1.4 Enquiries in relation to this Policy should be directed to the Policy Manager.

1.5 This Policy covers the following subject matter:

(a) purpose of the Policy;

(b) who/what disclosures and matters to which this Policy applies;

(c) who can receive a disclosure, how to make a disclosure and how disclosures will be handled/investigated;

(d) legal protections, support and practical protection for disclosers;

(e) ensuring fair treatment of individuals mentioned in a disclosure; and

(f) ensuring the Policy is easily accessible.

1.6 This Policy is available on our website and our SharePoint site.

1.7 In addition, we will from time to time:

(a) hold staff briefing sessions and/or smaller team meetings;

(b) post the Policy on the staff intranet or other communication platform;

(c) post information on staff noticeboards;

(d) set out the Policy in our employee handbook; and

(e) incorporate the policy in employee induction information packs and training for new starters.

2. Policy purpose

2.1 We are committed to conducting our operations in a professional, lawful and ethical manner, are committed to effective reporting at all levels within our organisation, including where any misconduct or an improper state of affairs or circumstances is suspected. However, despite our best efforts, we recognise that we are not immune from the potential for misconduct – therefore, we want to identify misconduct and respond properly to it.

2.2 This Policy is one part of our wider platform of transparency and accountability in service of promoting a high standard of lawful and ethical conduct. We expect that if our personnel are aware of misconduct, they will usually report it through the normal organisational channels as set out in any other applicable policies we have adopted, details and copies of which can be obtained by contacting our HR Advisor. However, we acknowledge that, for a range of reasons (including perceived unresponsiveness and fear of reprisals or victimisation), there is a need for alternative channels to report improper workplace conduct. This Policy has been adopted to encourage reporting of suspected misconduct or improper state of affairs or circumstances in these circumstances, to ensure disclosures are dealt with appropriately, transparently and on a timely basis and to deter wrongdoing that may have otherwise gone unreported in the absence of such a policy.

2.3 We are committed to the protection of individuals who disclose information about suspected illegal or improper conduct occurring within our organisation and a purpose of this Policy is to provide a safe and confidential environment where such concerns can be raised by whistleblowers without fear of reprisal or Detrimental treatment.

2.4 In common with most whistleblower policies, this Policy does not apply to any Personal Work-related Grievances.

3. Who and what disclosures does this Policy apply to?

3.1 All of our Officers, employees and contractors must comply with this Policy.

3.2 To be eligible to receive protection under this Policy, a person must:

(a) be an Eligible Whistleblower;

(b) disclose information which is a Disclosable Matter; and

(c) have:

(i) only disclosed that information to an Eligible Recipient or to ASIC, APRA or another Commonwealth body prescribed by regulation; or

(ii) only disclosed that information to a legal practitioner for the purposes of obtaining legal advice or legal representation about the operation of the whistleblower provisions in the Corporations Act; or

(iii) made an 'emergency disclosure' or 'public interest disclosure'.

Any disclosure made other than in accordance with the above (including without limitation in relation to a matter that is not a Disclosable Matter) is not a Whistleblower Disclosure and does not qualify for protection under this Policy or the Corporations Act (although such a disclosure may be eligible for protection under some other legislation).

3.3 An Eligible Whistleblower can still qualify for protection even if their Whistleblower Disclosure turns out to be incorrect.

3.4 Disclosable Matters

(a) The types of disclosure that qualify for protection are:

(i) Information which an Eligible Whistleblower has reasonable grounds to suspect concerns Misconduct, or an improper state of affairs or circumstances, has occurred or is occurring in relation to us or any related body corporate.

(ii) Information about our organisation or any related body corporate, if the Eligible Whistleblower has reasonable grounds to suspect that the information indicates those entities (including their employees or Officers) have engaged in conduct that:

(A) constitutes an offence against, or a contravention of, a provision of any of the following:

(1) the Corporations Act;

(2) the Australian Securities and Investments Commission Act 2001 (Cth);

(3) the Banking Act 1959 (Cth);

(4) the Financial Sector (Collection of Data) Act 200 (Cth);

(5) the Insurance Act 1973 (Cth);

(6) the Life Insurance Act 1995 (Cth);

(7) the National Consumer Credit Protection Act 2009 (Cth);

(8) the Superannuation Industry (Supervision) Act 1993 (Cth);

(9) an instrument made under any of those Acts;

(B) constitutes an offence against any other law of the Commonwealth that is punishable by imprisonment for a period of 12 months or more;

(C) represents a danger to the public or the financial system; or

(D) is prescribed by regulation.

(b) Examples of Disclosable Matters include:

(i) Misconduct or an improper state of affairs or circumstances in relation to our organisation, including in relation to:

(A) corporate governance;

(B) accounting or audit matters;

(C) tax affairs, or the tax affairs of our Associates; and

(D) substantial mismanagement of our resources;

(ii) illegal conduct within our organisation, or by our Officers or employees, such as fraud, corruption, bribery, theft, violence, harassment or intimidation, criminal damage to property or other breaches of applicable laws;

(iii) conduct that is contrary to, or a breach of, our policies;

(iv) conduct within our organisation that represents a danger to the public (including public health, safety or the environment);

(v) conduct within our organisation which amounts to an abuse of authority; or

(vi) conduct which may cause financial loss to us or damage to our reputation or be otherwise Detrimental to our interests.

(c) For the avoidance of doubt, Disclosable Matters can include conduct that may not involve a contravention of a particular law. For example, information that indicates a significant risk to public safety or the stability of, or confidence in, the financial system is also a Disclosable Matter, even if it does not involve a breach of a particular law.

(d) Disclosable Matters do not include a disclosure solely regarding a Personal Work-related Grievances. Such matters will be dealt with in accordance with our grievance (or similar) policy (as amended and/or updated from time to time) and we encourage you to seek your own independent legal advice about such matters.

3.5 Personal Work-related Grievances

(a) Disclosures that relate solely to Personal Work-related Grievances, and that do not relate to Detriment or threat of Detriment to the discloser, do not qualify for protection under the Corporations Act. Any deliberate false reports under this Policy which relate to Personal Work-related Grievances will not be tolerated.

(b) However, a Personal Work-related Grievances may still qualify for protection if:

(i) it includes information about Misconduct, or information about Misconduct includes or is accompanied by a Personal Work-related Grievances (mixed report);

(ii) we have breached employment or other laws punishable by imprisonment for a period of 12 months or more, engaged in conduct that represents a danger to the public, or the disclosure relates to information that suggests misconduct beyond the Eligible Whistleblower's personal circumstances;

(iii) the Eligible Whistleblower suffers from or is threatened with Detriment for making a disclosure; or

(iv) the Eligible Whistleblower seeks legal advice or legal representation about the operation of the whistleblower protections under the Corporations Act.

4. Making disclosures

4.1 Do I need to disclose my identity?

You may choose to disclose information anonymously if you wish.

4.2 Who can disclosures be made to?

(a) In order to qualify for protection, Eligible Whistleblowers should only disclose Disclosable Matters to Eligible Recipients. However, disclosures can be made to the other recipients referred to in paragraph 3.2(c) above (including an Eligible Whistleblower's legal practitioner even if the legal practitioner ultimately concludes that the facts disclosed do not amount to a Disclosable Matter) and still in certain circumstance qualify for protection. If disclosures are made other than in accordance with this clause 4, Eligible Whistleblowers may not receive the benefit of the whistleblower protections outlined in this Policy.

(b) To ensure appropriate escalation and timely investigation of matters under this Policy, we encourage reports to be made in accordance with clause 5 in the first instance. If Eligible Recipients do not feel comfortable doing so then they are encouraged to make disclosure to any Eligible Recipient.

4.3 Public interest disclosure and emergency disclosure

(a) Disclosures by Eligible Whistleblowers can be made to a journalist or parliamentarian under certain circumstances and qualify for protection. Those circumstances are:

(i) a public interest disclosure; and

(ii) emergency disclosure.

(b) An Eligible Whistleblower may make a 'public interest disclosure' after making an initial Whistleblower Disclosure to ASIC, APRA or another Commonwealth body prescribed by regulation and:

(i) at least 90 days has passed since the initial disclosure was made;

(ii) the Eligible Whistleblower:

(A) does not believe, on reasonable grounds, that action is being taken, or has been taken, to address the improper workplace conduct;

(B) has reasonable grounds to believe that making a further disclosure of the information would be in the public's interest;

(C) gives written notification to the entity to which the initial disclosure was made, which includes sufficient information to identify the initial disclosure and states that the Eligible Whistleblower intends to make a public interest disclosure;

(iii) the public interest disclosure is made to a member of the Commonwealth or State Parliament or the legislature of a Territory, or a Journalist; and

(iv) the information disclosed is no greater than necessary to inform of the improper workplace conduct.

(c) An Eligible Whistleblower may make an 'emergency disclosure' after making an initial Whistleblower Disclosure to ASIC, APRA or another Commonwealth body prescribed by regulation if:

(i) the Eligible Whistleblower has reasonable grounds to believe that the information concerns a substantial and imminent danger to the health or safety of one or more persons or to the natural environment;

(ii) before making the emergency disclosure, the Eligible Whistleblower has given written notice to the body to which the previous disclosure was made that:

(A) includes sufficient information to identify the previous disclosure; and

(B) states that the discloser intends to make an emergency disclosure; and

(iii) the extent of the information disclosed in the emergency disclosure is no greater than is necessary to inform the member of the Commonwealth or State Parliament or the legislature of a Territory, or a Journalist.

4.4 It is important for Eligible Whistleblowers to understand the criteria for making a public interest or emergency disclosure. A previous disclosure must have been made to ASIC, APRA or another Commonwealth body prescribed by regulation and written notice of the public interest or emergency disclosure must be provided to the original notified body (and in the case of the public interest disclosure, at least 90 days must have passed since the previous disclosure).

4.5 We recommend that an Eligible Whistleblower contemplating a public interest or emergency disclosure should seek independent legal advice before making such a disclosure to ensure the Eligible Whistleblower will be protected.

5. How to make a disclosure

5.1 This clause sets out official internal and external disclosure options, which Eligible Whistleblowers are encouraged to utilise for any Whistleblower Disclosure they wish to make. If Eligible Whistleblowers do not feel comfortable doing so then they are encouraged to make disclosure to any other Eligible Recipient.

5.2 Nothing in this Policy prevents an Eligible Whistleblower from making a disclosure to another Eligible Recipient despite having previously made a disclosure under this clause 5.

5.3 Internal disclosures

(a) Eligible Whistleblowers can make a disclosure by emailing or calling a Whistleblower Governance Officer using the designated contact details in the Reference Schedule.

(b) The Whistleblower Governance Officer must (after reasonable preliminary inquiry):

(i) Notify the Disclosure Coordinator of the disclosure allegations.

(ii) If the Eligible Whistleblower agrees, appoint a Whistleblower Protection Officer to provide support to the Eligible Whistleblower.

(iii) Satisfy themselves that:

(A) each incidence of Whistleblower Disclosure they receive was appropriately inquired into or investigated;

(B) any action taken in response to such incidences is appropriate to the circumstances;

(C) have oversight of any inquiry/investigation into retaliatory action taken against the Eligible Whistleblower.

(c) All managers who receive disclosures about wrongdoing must notify a Whistleblower Governance Officer and provide particulars and maintain confidentiality about it.

5.4 Anonymity

(a) Eligible Whistleblowers can make Whistleblower Disclosures on an anonymous basis and still be protected under the Corporations Act.

(b) Eligible Whistleblowers can choose to remain anonymous at all times including during the investigation of the subject matter and after the investigation has finalised.

(c) Eligible Whistleblowers can refuse to answer questions that they feel could reveal their identity at any time, including during follow-up conversations.

(d) Eligible Whistleblowers should consider maintaining ongoing two-way communication with us in such a manner that they are satisfied preserves their anonymity. This will enable us to follow up the disclosure with requests for further information and to give updates on the progress and outcome of the investigation. For example, an Eligible Whistleblower could make a disclosure from a de-identified email address established for that purpose or adopting a pseudonym for the purpose of their disclosure.

6. Confidentiality

6.1 Whistleblower identity must be kept confidential

(a) Subject to clause 6.2:

(i) The identity of an Eligible Whistleblower (or information that is likely to lead to their identity becoming known) must be kept confidential unless the Eligible Whistleblower has consented to the disclosure.

(ii) It is illegal to identify an Eligible Whistleblower or disclose information that is likely to lead to the identification of that person.

(b) Nothing in this clause 6.1 prevents us from disclosing the information contained in a disclosure (with or without the Eligible Whistleblower's consent) if:

(i) the information does not include the Eligible Whistleblower's identity;

(ii) we have taken all reasonable steps to reduce the risk that the Eligible Whistleblower will be identified from the information; and

(iii) it is reasonably necessary for investigating the issues raised in the disclosure.

6.2 Permitted exceptions

The identity of an Eligible Whistleblower (or information that is likely to lead to their identity becoming known) may be disclosed without the Eligible Whistleblower's consent if the disclosure is made to:

(a) an in-house or external legal practitioner for the purpose of obtaining legal advice or legal representation in relation to the operation of the Australian whistleblower laws;

(b) a member of the Australian Federal Police;

(c) ASIC;

(d) APRA;

(e) a person or body prescribed by the Regulations; or

(f) the Australian Commissioner of Taxation if the disclosure concerns our tax affairs or the tax affairs of an Associate.

6.3 Complaints

An Eligible Whistleblower can lodge a complaint with:

(a) a Whistleblower Governance Officer; or

(b) ASIC, APRA or ATO, for investigation, about a breach of the confidentiality provisions contained in this clause 6.

7. Prohibition against victimisation etc

7.1 No person within our organisation or related bodies corporate may engage in conduct that causes Detriment, or threaten to cause Detriment, to an Eligible Whistleblower (or another person), in relation to a Whistleblower Disclosure, if:

(a) the person believes or suspects that the Eligible Whistleblower (or another person) made, may have made, proposes to make or could make a disclosure that qualifies for protection; and

(b) the belief or suspicion is the reason, or part of the reason, for the conduct.

In addition, no person within our organisation or related bodies corporate may make a threat to cause Detriment to an Eligible Whistleblower (or another person) in relation to a Whistleblower Disclosure. A threat may be express or implied, or conditional or unconditional. The threatened Eligible Whistleblower (or another person) does not have to actually fear that the threat will be carried out.

7.2 The following actions are not Detrimental conduct:

(a) administrative action that is reasonable for the purpose of protecting an Eligible Whistleblower from Detriment (e.g. moving an Eligible Whistleblower who has made a disclosure about their immediate work area to another office to prevent them from Detriment); or

(b) managing an Eligible Whistleblower's unsatisfactory work performance in line with our performance management framework.

7.3 However, an Eligible Whistleblower may be held liable for any personal Misconduct revealed by their disclosure or an investigation following a disclosure (ie their involvement in the disclosed matter).

7.4 An Eligible Whistleblower (or any other employee or person) can seek compensation and other remedies through the courts if:

(a) they suffer loss, damage or injury because of a disclosure; and

(b) we failed to take reasonable precautions and exercise due diligence to prevent the Detrimental conduct.

Eligible Whistleblowers should seek independent legal advice regarding any remedies they may have.

7.5 An Eligible Whistleblower is protected from any of the following in relation to their disclosure:

(a) civil liability (e.g. any legal action against the discloser for breach of an employment contract, duty of confidentiality or another contractual obligation);

(b) criminal liability (e.g. attempted prosecution of the discloser for unlawfully releasing information, or other use of the disclosure against the Eligible Whistleblower in a prosecution (other than for making a false disclosure)); and

(c) administrative liability (e.g. disciplinary action for making the disclosure).

However, these protections do not grant immunity for any misconduct an Eligible Whistleblower has engaged in that is revealed in their disclosure.

8. Support and practical protection for Eligible Whistleblowers

8.1 Identity protection

We have adopted the following measures and/or mechanisms for protecting the confidentiality of an Eligible Whistleblower:

(a) all personal information or reference to the Eligible Whistleblower witnessing an event will be redacted;

(b) the Eligible Whistleblower will be referred to in a gender-neutral context;

(c) where possible, the Eligible Whistleblower will be contacted to help identify certain aspects of their disclosure that could inadvertently identify them;

(d) disclosures will be handled and investigated by qualified staff;

(e) all paper and electronic documents and other materials relating to disclosures will be stored securely;

(f) access to all information relating to a disclosure will be limited to those directly involved in managing and investigating the disclosure;

(g) only a restricted number of people who are directly involved in handling and investigating a disclosure will be made aware of an Eligible Whistleblower's identity (subject to the Eligible Whistleblower's consent) or information that is likely to lead to the identification of the Eligible Whistleblower;

(h) communications and documents relating to the investigation of a disclosure will not to be sent by us or our personnel handling an investigation to an email address or to a printer that can be accessed by other staff; and

(i) each person who is involved in handling and investigating a disclosure will be reminded about the confidentiality requirements, including that an unauthorised disclosure of an Eligible Whistleblower's identity may be a criminal offence.

8.2 Whistleblower's role

Despite our best efforts to protect Eligible Whistleblower's identity, in practice, people may be able to guess the Eligible Whistleblower's identity if:

(a) the Eligible Whistleblower has previously mentioned to other people that they are considering making a disclosure;

(b) the Eligible Whistleblower is one of a very small number of people with access to the information; or

(c) the disclosure relates to information that the Eligible Whistleblower has previously been told privately and in confidence.

8.3 Protection from Detrimental acts or omissions

We have adopted the following measures and/or mechanisms for protecting Eligible Whistleblowers (or others) from Detrimental acts or omissions:

(a) the risk of Detriment against an Eligible Whistleblower and other persons (e.g. other staff who might be suspected to have made a disclosure) will be assessed as soon as possible after receiving an Eligible Disclosure and risk control strategies will be developed to address those risks. This involves identifying whether anyone has a motive to cause Detriment having regard to the Eligible Whistleblower's (or other person's) circumstances;

(b) we will advise Eligible Whistleblowers of the support services we will provide Eligible Whistleblowers to help them minimise and manage stress, time or performance impacts, or other challenges resulting from the disclosure or its investigation;

(c) we will consider the following actions for protecting an Eligible Whistleblower from risk of Detriment on a case by case basis—performing duties from another location, reassignment to another role at the same level, other modifications to the Eligible Whistleblower's workplace or the way they perform their work duties, reassignment or relocation of other staff involved in the disclosable matter;

(d) management will be made aware of their responsibilities to maintain the confidentiality of a disclosure, address the risks of isolation or harassment, manage conflicts, and ensure fairness when managing the performance of, or taking other management action relating to, an Eligible Whistleblower;

(e) we will intervene if Detriment has already occurred and take appropriate action to protect an Eligible Whistleblower—for example, allowing the Eligible Whistleblower to take extended leave, develop a career development plan for the Eligible Whistleblower that includes new training and career opportunities, or offer compensation or other remedies.

8.4 Whistleblower Protection Officer

(a) The Whistleblower Protection Officer, if appointed with the Eligible Whistleblower's consent pursuant to clause 5.3(b)(ii), will ensure that the Eligible Whistleblower receives the benefit of the applicable support outlined in this clause 8 and available in the circumstances.

(b) In order to ensure the Whistleblower Protection Officer can perform their role, the Whistleblower Protection Officer will have a direct reporting line to an executive manager from an area of our organisation that is independent of line management in the area that is subject of the Whistleblower Disclosure.

8.5 Complaints and remedies

(a) An Eligible Whistleblower or other person who believes they have suffered a Detriment as a result of a Whistleblower Disclosure can lodge a complaint with a Whistleblower Governance Officer who must arrange for the complaint to be investigated as a separate matter by an Officer who is not involved in dealing with disclosures and the investigation findings will be provided to the Board.

(b) If the Board concludes an Eligible Whistleblower or other person has suffered Detriment as a result of a Whistleblower Disclosure, the Board will take such action as it considers necessary including without limitation:

(i) taking disciplinary action;

(ii) allowing the Eligible Whistleblower or other person to take extended leave;

(iii) develop a career development plan for the Eligible Whistleblower or other person that includes new training and career opportunities; or

(iv) offer compensation or other remedies as the Board determines in its absolute discretion.

(c) Alternatively, the Eligible Whistleblower or other person may seek independent legal advice or contact regulatory bodies, such as ASIC, APRA or the ATO, if they believe they have suffered Detriment.

9. Investigations of information disclosed under this Policy

9.1 When a Whistleblower Disclosure is made, the following steps must be followed except where, in the opinion of the Disclosure Coordinator, it would be inappropriate or unreasonable in the circumstances to do so:

(a) a Whistleblower Governance Officer must provide the information to a Disclosure Coordinator as soon as practicable, removing any information which identifies or may identify the discloser of the information (the potential whistleblower) prior to doing so (unless the potential whistleblower has provided their consent to that disclosure);

(b) as soon as practicable, the Disclosure Coordinator must determine:

(i) whether the disclosure falls within the scope of this Policy (including whether it qualifies for protection); and

(ii) whether a formal, in-depth investigation is required,

and if so, appoint an Investigator with no personal interest in the disclosed matters to conduct an investigation into the matters disclosed as soon as practicable after the matter has been reported to the Investigator and in any event commencing within 30 days after the initial disclosure;

(c) the Investigator may, depending on the circumstances, be a person or persons who are internal or external to our organisation;

(d) the Investigator must determine the timeline of the investigation including the expected conclusion date and must inform the Disclosure Coordinator. The timeline is a guideline only and is not binding on us;

(e) the Investigator must have internal independence of line management in the area affected by the Whistleblower Disclosure;

(f) the Investigator must conduct any investigation in an objective and fair manner, and as is reasonable having regard to the nature of the disclosure and the circumstances;

(g) the Investigator will provide any employee who has been adversely mentioned in information provided by an Eligible Whistleblower a reasonable opportunity to respond to the allegations made in respect of them prior to any adverse findings being made;

(h) the outcome of the investigation must be reported to the Board or its delegated committee and may be reported to the Eligible Whistleblower and any persons affected as the Disclosure Coordinator considers appropriate. The method for documenting and reporting the findings will depend on the nature of the disclosure and there may be circumstances where it may not be appropriate to provide details of the outcome to the Eligible Whistleblower; and

(i) subject to the exceptions allowed under clause 6.2 or otherwise by law, the identity of an Eligible Whistleblower (or information that is likely to lead to their identity becoming known) must be kept confidential at all times during and after the investigation (including in any reporting to the Board or to any persons affected). All persons responsible for or involved in an investigation must take all reasonable steps to reduce the risk that an Eligible Whistleblower will be identified.

9.2 If an Investigator considers that a disclosed matter is sufficiently serious that it should be brought to the Board's immediate attention, then the Investigator may do so where required. Similarly, the Board can at any time ask a Disclosure Coordinator or Investigator for details of ongoing investigations or complaints made and, provided any Board members are not the subject of any such ongoing investigations, may intervene where they consider the matter should be escalated.

9.3 Eligible Whistleblowers will, if they can be contacted (including through anonymous channels), be provided with regular updates at key stages of the investigation (eg commencement, key dates such as interviews, requests for information from third parties and conclusion of the investigation) noting that the frequency and timeframe may vary having regard to the nature of the disclosure.

9.4 Where a Whistleblower Disclosure is submitted anonymously, we will conduct the investigation and our enquiries based on the information provided to us. However, anonymity can sometimes prevent us from taking the issue further if we are not able to obtain further information from the Eligible Whistleblower.

9.5 Complaints and reviews

(a) An Eligible Whistleblower may raise any concerns or complaints regarding an investigation with the Disclosure Coordinator.

(b) The Disclosure Coordinator must review the investigation file to determine whether the investigation should be reopened. If the investigation is reopened, a new Investigator will be appointed in place of the initial Investigator.

(c) However, we are not obliged to reopen an investigation and the Investigation Coordinator can conclude a review if it finds that the investigation was conducted properly, or new information is either not available or would not change the findings of the investigation.

10. Fair treatment for individuals mentioned in a disclosure

10.1 In order to ensure the fair treatment of any of our employees who are mentioned in a Whistleblower Disclosure (including those who are the subject of a disclosure):

(a) Whistleblower Disclosures will be handled confidentially, when it is practical and appropriate in the circumstances;

(b) each Whistleblower Disclosure will be assessed and may be the subject of an investigation;

(c) the objective of an investigation is to determine whether there is enough evidence to substantiate or refute the matters reported;

(d) when an investigation needs to be undertaken, the process will be objective, fair and independent;

(e) an employee who is the subject of a Whistleblower Disclosure will be advised about the subject matter of the disclosure as and when required by principles of natural justice and procedural fairness and prior to any actions being taken—for example, if the Whistleblower Disclosure will be the subject of an investigation; and

(f) an employee who is the subject of a Whistleblower Disclosure will be notified of such support services that are available to them and how to make use of those services.

10.2 Despite clause 10.1, the Investigator may determine the most appropriate time to inform the individual who is the subject of a Whistleblower Disclosure about the investigation, provided that they inform the individual before making any adverse finding against them. In some circumstances, informing the individual at an early stage of an investigation may compromise the effectiveness of the investigation, such as when there may be concerns that the individual may destroy information or the disclosure needs to be referred to ASIC, APRA, the ATO or the Australian Federal Police.

10.3 If a Whistleblower Disclosure is not escalated to investigation (eg because the disclosure is baseless), the Disclosure Coordinator will decide whether or not the person named in the allegation should be informed that a suspicion was raised and found to be baseless upon preliminary review.

11. Reporting to the Board or its delegated committee

11.1 Subject to the confidentiality obligations in clause 6, the Disclosure Coordinator must provide the Board or its delegated committee regular reports on all material whistleblower matters, including information on:

(a) the status and, where appropriate, subject matter of any investigations underway; and

(b) the outcomes of any investigations completed and actions taken as a result of those investigations.

11.2 The Disclosure Coordinator must maintain a whistleblower register for trend analysis and to identify systemic issues requiring attention. This should include brief summaries of:

(a) the subject matter of each disclosure;

(b) the status of each disclosure;

(c) for each disclosure, the type of person who made the disclosure (eg. employee or supplier) and their status (e.g. whether they are still employed or contracted by the entity) and to whom the disclosure was made;

(d) the action taken for each disclosure;

(e) how each disclosure was finalised;

(f) the timeframe for finalising each disclosure (including date of disclosure and time taken to investigate); and

(g) the outcome of each disclosure.

12. How this Policy interacts with Australian whistleblower laws

By making a disclosure in accordance with this Policy, you may be afforded protection under Australian whistleblower laws.

While this Policy principally deals with internal disclosures of information, Australian whistleblower laws also protect some types of disclosure made to external parties (such as to legal representatives, ASIC, the ATO, members of parliament or Journalists). Any person who is a whistleblower under Australian whistleblower laws must be treated in accordance with, and is entitled to protections afforded by, this Policy.

For more information about these laws, see the information available on the ASIC website and the ATO website.

13. Policy review

This Policy must be reviewed by the Board at least every two years to ensure it is operating effectively. Any recommended changes must be approved by the Board or its delegated committee.

14. Consequences of non-compliance with this Policy

We take any breach of this Policy by an Officer, employee or contractor seriously, and such a breach may be the subject of a separate investigation and/or disciplinary action.

A breach of this Policy may also amount to a civil or criminal contravention under the Australian whistleblower laws, giving rise to significant penalties.

15. Definitions

APRA	means the Australian Prudential Regulation Authority.
ASIC	means the Australian Securities and Investments Commission.
Associate	means any individual who is: (a) an associate within the meaning of the Corporations Act; or (b) if the disclosure relates to our tax affairs, an associate within the meaning of section 318 of the Income Tax Assessment Act 1936 (Cth).
ATO	means the Australian Taxation Office.
Australian whistleblower laws	means either or both of the regimes contained in Part 9.4AAA of the Corporations Act and Part IVD of the Taxation Administration Act 1953 (Cth).
Corporations Act	means the Corporations Act 2001 (Cth).
Detriment	includes but is not limited to: (a) dismissal of an employee; (b) injury of an employee in their employment; (c) alteration of an employee's position or duties to their disadvantage; (d) discrimination between an employee and our other employees (and those of our related bodies corporate); (e) harassment or intimidation of a person; (f) harm or injury including psychological harm of a person; (g) damage to a person's property, reputation, business or financial position; or (h) any other damage to a person.
Disclosable Matter	means the type of matters set out in clause 3.4.

Eligible Recipient means:

(a) any of our Officers or senior managers (as defined in section 9 of the Corporations Act) and of our related bodies corporate;

(b) an auditor, or a member of an audit team conducting an audit, of us or our related bodies corporate;

(c) an actuary of ours or our related bodies corporate;

(d) a person authorised by us to receive disclosures; or

(e) an individual prescribed by the Regulations.

Eligible Whistleblower an individual is an Eligible Whistleblower in respect of our organisation if the individual is, or has been, any of the following:

(a) an Officer or employee;

(b) a supplier of services or goods to the entity (whether paid or unpaid), including their employees;

(c) an Associate; and

(d) a relative, dependant or spouse of an individual referred to in any of paragraphs (a) to (c) of this definition.

Journalist means a person who is working in a professional capacity as a journalist for any of the following:

(a) a newspaper or magazine;

(b) a radio or television broadcasting service;

(c) an electronic service (including a service provided through the internet) that:

(i) is operated on a commercial basis, or operated by a body that provides a national broadcasting service (within the meaning of the Broadcasting Services Act 1992); and

(ii) is similar to a newspaper, magazine or radio or television broadcast.

Misconduct includes fraud, negligence, default, breach of trust and breach of duty.

Officer has the same meaning as in the Corporations Act, being:

(a) a director or secretary of the corporation; or

(b) a person:

(i) who makes, or participates in making, decisions that affect the whole, or a substantial part, of our business; or

(ii) who has the capacity to affect significantly our financial standing; or

(iii) in accordance with whose instructions or wishes our directors are accustomed to act (excluding advice given by the person in the proper performance of functions attaching to the person›s professional capacity or their business relationship with the directors or us); or

(c) a receiver, or receiver and manager, of our property; or

(d) an administrator appointed to our organisation; or

(e) an administrator of a deed of company arrangement executed by us; or

(f) a liquidator appointed to our organisation; or

(g) a trustee or other person administering a compromise or arrangement made between us and someone else.

Personal Work-related Grievances	means a grievance that relates to the Eligible Whistleblower›s current or former employment and has, or tends to have, implications for the Eligible Whistleblower personally, but does not: (a) have any other significant implications for our organisation (or our related bodies corporate); or (b) relate to any conduct, or alleged conduct, about a Disclosable Matter. Examples of grievances that may be Personal Work-related Grievances include: (c) an interpersonal conflict between an Eligible Whistleblower and another employee; (d) a decision that does not involve a breach of workplace laws; (e) a decision about the engagement, transfer or promotion of the Eligible Whistleblower; (f) a decision about the terms and conditions of engagement of the Eligible Whistleblower; or (g) a decision to suspend or terminate the engagement of the Eligible Whistleblower, or otherwise to discipline the Eligible Whistleblower.
Regulations	means the regulations contained in Part 9.12 of the Corporations Act.
relative	has the same meaning as in the Corporations Act, being a spouse, parent or remoter lineal ancestor, child or remoter issue, or brother or sister of a person.
spouse	means the married, de facto or registered partner of the individual.
tax affairs	means affairs relating to any tax imposed by or under, or assessed or collected under, a law administered by the Australian Commissioner of Taxation.
Whistleblower Disclosure	means a disclosure of the nature set out in clause 3.2.