Protected Disclosures Policy

Section 1 - Background

(1) This Protected Disclosures Policy (Policy) and the corresponding Protected Disclosures Procedure (collectively referred to as the Protected Disclosures Framework) implement a national framework for the making of Protected Disclosures consistent with the Corporations Act 2001 (Cth).

(2) The Protected Disclosures Framework sets out a process for reporting illegal, corrupt or unethical conduct occurring within ACU. The disclosure can be made anonymously, and the identity of the Discloser will be kept confidential (except in certain permitted circumstances). ACU is committed to ensuring that anyone who reports such conduct is not victimised as a result.

(3) Protections are available under this Protected Disclosures Framework and at law provided that:

a. the Discloser is an Eligible Whistleblower or Discloser as defined in Section 2 of this Policy;
b. the Discloser has reasonable grounds for their concern;
c. the concern relates to the types of disclosable matters as defined in Section 2 of this Policy (Reportable Conduct); and
d. the Discloser raises their concern with one of the Eligible Recipients as defined in Section 2 of this Policy, or as set out at clause (11).

Section 2 - Definitions

(4) In this Policy:

Term	Definition
Act	means the Corporations Act 2001 (Cth).
ACU	means Australian Catholic University Limited, and any related bodies corporate in Australia.
Affiliate	means a contractor, supplier, consultant and agents engaged by ACU (including a person who has a contract for the supply of services or goods to ACU) and their employees.
Amendment Act	means Treasury Laws Amendment (Enhancing Whistleblower Protections) Act 2019 (Cth).
APRA	means Australian Prudential Regulation Authority.
ASIC	means Australian Securities and Investments Commission.
Confidential Information	means identity of a Discloser or Eligible Whistleblower (as relevant) who reports or who seeks to report Reportable Conduct or make a Protected Disclosure and any information that is likely to lead to their identification.

Term	Definition
Detrimental Action or Detriment includes:	1. Dismissal of a Staff Member; 2. injury of a Staff Member in their employment; 3. alteration of a Staff Member's position or duties to their disadvantage, including demotion; 4. discrimination between a Staff Member and other Staff of ACU; 5. any other disadvantage or adverse treatment in relation to a Staff Member's or a person's employment, career, profession, trade or business, including, for example, the taking of disciplinary action; 6. harassment, intimidation, victimisation of a person or threats and reprisals (expressed or implied); 7. harm or injury to a person, including psychological harm; 8. damage to a person's property; 9. damage to a person's reputation; 10. damage to a person's business or financial position; or 11. any other damage to a person including action causing injury, loss, liability or damage.
Detriment	does not include reasonable management action to protect a person from Detriment (for example reallocating duties or reporting lines) or to manage unsatisfactory performance of a person who is or may be a Discloser.
Disclosure	means the initial communication of information or conduct to an Eligible Recipient in accordance with this Policy and the Protected Disclosures Procedure that may be subsequently characterised as a Protected Disclosure.
Disclosure Receiver	means an individual, group of individuals or a third-party organisation appointed by ACU who (subject to confidentiality and anonymity requirements outlined in the Protected Disclosures Framework) is / are responsible for: 1. receiving Protected Disclosures made by Disclosers in accordance with the Procedure; 2. referring Reportable Conduct to the Protected Disclosure Officer; and 3. reporting back to the Discloser after any relevant investigation has been completed. In addition: 1. where any Disclosure Receiver is a third-party organisation appointed by ACU from time-to-time and authorised to receive and manage Protected Disclosures in accordance with the Protected Disclosures Framework pursuant to the Legislative Whistleblower Framework, the details of the third-party organisation shall be recorded in Appendix A to the Protected Disclosures Procedure along with their contact details.

Eligible Recipient	means any of the designated whistleblowing officers who are capable of receiving a Protected Disclosure. It is ACU's preference that disclosures of Reportable Conduct are made to the Disclosure Receiver (being a person authorised by ACU to receive Protected Disclosures listed in Item 1 of Appendix A of the Procedure). However, a Discloser can make a Disclosure to any of the Eligible Recipients named below:
	1. ACU's designated Protected Disclosure Officer;
	2. an Officer or Senior Manager of ACU;
	3. an auditor, or member of an audit team conducting an audit of ACU;
	4. an actuary of ACU;
	5. if the disclosure relates to improper conduct in ACU's tax affairs, internal disclosures may also be made to:
	  1. an Officer or Senior Manager of ACU;
	  2. any other Staff Member or Officer who has functions or duties relating to the tax affairs of ACU;
	  3. an auditor or a member of an audit team conducting an audit of ACU; or
	  4. a registered tax agent or BAS agent providing tax agent or BAS services to ACU.
	6. any of the external recipients listed at clause 11 of this Policy including the third-party Disclosure Receiver recorded in Appendix A to the Protected Disclosures Procedure.

Eligible Whistleblower or Discloser	means anyone who is or has been in relation to ACU: 1. an Officer; 2. a Staff Member, secondee or volunteer; 3. an Affiliate, as defined in this clause, including an individual who supplies services or goods to ACU (whether paid or unpaid) and their employees; 4. an individual who is an associate of ACU. Associate in this context means an individual who is an associate of ACU within the meaning of the Act. This includes directors and company secretaries of ACU, and may also include a range of individuals with whom ACU acts in concert or is otherwise associated in a formal or informal way (e.g. a Member of ACU as defined in the Constitution); 5. a relative of an individual referred to in any points 1 to 4 above; 6. a dependant of an individual referred to in any points 1 to 4 above, or of such an individual's spouse.
Enterprise Agreement	means Australian Catholic University Staff Enterprise Agreement in force from time-to-time.

Term	Definition
Legislative Whistleblower Framework	means the Corporations Act 2001 (Cth) and the Taxation Administration Act 1953 (Cth).
Member	means a member of Australian Catholic University Limited defined in clause 7 of the Constitution.
Officer	includes: 1. a director of Australian Catholic University Limited who is a member of the governing authority (Senate); 2. a secretary of Australian Catholic University Limited; 3. a member of any Committee of Senate who is not a director of Australian Catholic University Limited; 4. a person: 1. who makes, or participates in making, decisions that affect the whole, or a substantial part, of the business of ACU; or 2. who has the capacity to affect significantly the corporation's financial standing; or 3. in accordance with whose instructions or wishes the directors of Australian Catholic University Limited 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 the corporation); and includes a Senior Manager.
Personal Work-related Grievance	means: 1. information concerning a grievance about any matter in relation to an individual's employment, or former employment, having (or tending to have) implications for the individual personally; and 2. the information: 1. does not have significant implications for ACU that do not relate to the individual; and 2. does not concern conduct, or alleged conduct, defined as Reportable Conduct. Examples of grievances that may be Personal Work-related Grievances under paragraph (a) (but subject to paragraph (b)) are as follows: 1. an interpersonal conflict between the individual and another Staff Member; 2. a decision relating to the engagement, transfer or promotion of the individual; 3. a decision relating to the terms and conditions of engagement of the individual; 4. a decision to suspend or terminate the engagement of the individual, or otherwise to discipline the individual.
Policy	means this Protected Disclosures Policy.
Procedure	means the Protected Disclosures Procedure.
Protected Disclosure	Means a Disclosure protected by the Legislative Whistleblower Framework (and includes a public interest disclosure and an emergency disclosure as defined in the Act).
Protected Disclosure Framework	Means this Policy and the Protected Disclosures Procedure.
Protected Disclosure Officer	Means the Secretary of ACU who is responsible for: 1. determining how disclosures will be dealt with; and 2. initiating such actions as may be required arising from the making of a Protected Disclosure and the outcome of a Protected Disclosure; and 3. ensuring that the Discloser or Eligible Whistleblower is advised of the outcome of the Disclosure.

<table>
<tr><th>Term</th><th colspan="2">Definition</th></tr>
<tr><td rowspan="8">Reportable Conduct</td><td colspan="2">in the context of the Protected Disclosures Framework, includes the following:</td></tr>
<tr><td>Type of Conduct</td><td>Example(s)</td></tr>
<tr><td>Misconduct in relation to ACU including fraud, negligence, default, breach of trust, or breach of duty in relation to ACU.</td><td>• Deliberately or negligently breaching laws in the conduct of ACU’s business.
• Deliberately overcharging customers or charging customers for services they did not receive.
• Billing for services not performed or for goods not delivered.
• Fraudulent financial reporting.
• Failure to disclose a conflict of interest that has a detrimental effect on the reputation of ACU.</td></tr>
<tr><td>An improper state of affairs or circumstances, in relation to ACU.</td><td>• Unethical conduct, such as systemic or serious breaches of ACU policies or other documents, including, but not limited to the Enterprise Agreement, Code of Conduct for Staff, Research Code of Conduct, Work, Health, Safety and Wellbeing Policy, etc.
• Conduct which may be detrimental to the interests of ACU, such as financial mismanagement.</td></tr>
<tr><td>Information that indicates that ACU or any of its Officers or Staff have engaged in conduct that constitutes a breach of the Corporations Act 2001 (Cth) or other laws administered by ASIC and the Australian Prudential Regulation Authority.[1]</td><td>• Victimising a person who is, or is thought to be, a Discloser.
• Breaching the confidentiality of a Discloser.</td></tr>
<tr><td>Information that indicates that ACU or any of its Officers or Staff have engaged in conduct that breaches any other Commonwealth laws, punishable by 12 months or more imprisonment.</td><td>• Bribing a government official.
• Widespread or repetitive sexual harassment, as stated in Discrimination and Harassment Policy.</td></tr>
<tr><td>Information that indicates that ACU or any of its Officers or Staff have engaged in conduct that represents a danger to the public or to the financial system.</td><td>• Deliberately or negligently misleading the public about the safety of a product.
• Systemic conduct that might pose a risk to stability of, or confidence in, ACU’s financial system.</td></tr>
<tr><td>Information that indicates misconduct or an improper state of affairs or circumstances, in relation to the tax affairs of ACU, or an associate[2] of ACU and a person consider this information may assist the recipient to perform their functions or duties in relation to those tax affairs.</td><td>• Irregularities in relation to GST or input tax credits.</td></tr>
<tr><td>Any attempt to conceal or delay disclosure of any of the above conduct.</td><td></td></tr>
<tr><td>Responsible Officer</td><td colspan="2">means the Chief Legal Assurance and Governance Officer who is responsible for administering and reviewing this Policy and the Protected Disclosures Procedure and making recommendations to the Governing Authority and Approval Authority for amendments as required.</td></tr>
<tr><td>Senior Manager</td><td colspan="2">means a person defined with reference to Management Levels 1–5 of the Delegations of Authority Policy and Register.</td></tr>
<tr><td>"Staff" or "Staff Member"</td><td colspan="2">consistent with the Constitution of Australian Catholic University Limited, the ACU Staff Enterprise Agreement, and Statute 1.1 - General Provisions: Interpretation, includes:
1. academic staff and professional staff members;
2. staff employed on a full-time, part-time, casual or honorary basis;
3. staff employed under the Enterprise Agreement or pursuant to a senior staff, executive or any other form of employment contract; and
4. members of Religious Orders.</td></tr>
</table>

Term	Definition
Tax affairs	means affairs relating to any tax imposed by or under, or assessed or collected under, a law administered by the Commissioner of Taxation.
Victimisation	means any conduct which causes any Detriment to another person or that constitutes the making of a threat or to cause Detriment to another person.

[1] These laws include: the Banking Act 1959 (Cth); the Financial Sector (Collection of Data) Act 2001; the Insurance Act 1973; the Life Insurance Act 1995; the National Consumer Credit Protection Act 2009; the Superannuation Industry (Supervision) Act 1993; or an instrument made under those Acts.

[2] Associate in this context refers to an associate of a company as defined in the Income Tax Assessment Act 1936 (Cth), and includes a partner, a trustee of a trust where the company or their associate benefits from the trust, a controlling entity, and a controlled company.

Section 3 - The Relationship Between the Protected Disclosures Framework and the Legislative Whistleblower Framework

(5) In Australia, various pieces of legislation protect whistleblowers from negative treatment including the Corporations Act 2001 (Cth) and Taxation Administration Act 1953 (Cth) (Legislative Whistleblower Framework). Other jurisdictions have their own whistleblowing regimes and anyone to whom this Policy applies must also comply with those laws to the extent they apply to them.

(6) One of the aims of this Policy is to comply with ACU's legislative obligations to provide information about the protections available to whistleblowers, including the protections under the Legislative Whistleblower Framework. This Policy is to be read subject to those statutory protections. No provision in the Protected Disclosures Framework shall be read as preventing an Eligible Whistleblower from making a disclosure to an Eligible Recipient in accordance with the Legislative Whistleblower Framework.

Section 4 - Policy Statement

(7) A Protected Disclosures or 'whistleblower' regime is an important tool for detecting Reportable Conduct. It is essential to the achievement of good corporate governance.

(8) There are many benefits to an effective Protected Disclosures or 'whistleblower' regime within an organisation including:

a. effective legislative and regulatory compliance;
b. improved financial management and budgetary responsibility;
c. improved work health and safety practices and compliance;
d. effective and efficient management;
e. improved organisational morale and culture; and
f. confidence in the organisation's commitment to good corporate governance.

(9) ACU is committed to a culture of corporate compliance and the promotion of lawful and ethical behaviour and

transparency in commercial, legal and other stakeholder dealings. ACU expects Officers, Staff, Members and Affiliates to act in accordance with the law at all times, to behave professionally and to uphold the ACU Mission, Identity and Values and Code of Conduct for Staff in undertaking their duties and activities on behalf of, or in association with, ACU.

(10) This Policy reflects ACU's commitment to identifying and investigating Reportable Conduct and to support and protect Eligible Whistleblowers.

(11) A Disclosure Receiver or Eligible Recipient is required to manage Reportable Conduct in accordance with the Protected Disclosures Framework or the Legislative Whistleblower Framework, as applicable.

(12) ACU is committed to protecting and respecting Disclosers and Eligible Whistleblowers to the extent permissible by law in accordance with the Protected Disclosure Framework and the Legislative Whistleblower Framework. It is committed to enabling appropriate Disclosures of matters properly characterised as Reportable Conduct to be made by Eligible Whistleblowers or Disclosers without fear of identification or Detrimental Action subject to:

a. the Discloser making a Protected Disclosure, having reasonable grounds to suspect the Reportable Conduct where a Protected Disclosure is made of Reportable Conduct under the Protected Disclosures Framework; or
b. the Eligible Whistleblower having reasonable grounds to suspect that the relevant information about disclosable matters concerns misconduct, or an improper state of affairs or circumstances in relation to ACU.

(13) In accordance with the Legislative Whistleblower Framework, and in line with the ACU Mission and policies, Disclosers who make reports properly characterised as Protected Disclosures in accordance with the Protected Disclosures Framework, will be treated with dignity and respect and protection against Detrimental Action. ACU is committed to ensuring that anyone who reports such conduct is not victimised as a result.

Section 5 - Purpose

(14) The purpose of this Policy and the Protected Disclosures Procedure is to:

a. outline the scope of what ACU considers to be Reportable Conduct that may be the subject of a Protected Disclosure under the Protected Disclosures Framework;
b. outline the scope of what constitutes disclosable matters (being matters that concern misconduct, or an improper state of affairs or circumstances in relation to ACU) under the Legislative Whistleblower Framework;
c. encourage Officers, Staff, Members and Affiliates to notify ACU of Reportable Conduct using the mechanisms contained in the Procedure;
d. provide a framework that:
    i. allows ACU to deal effectively and appropriately with Protected Disclosures in a way that will protect the identity of the Eligible Whistleblower making the Protected Disclosure;
    ii. facilitates protection from Detrimental Action arising from the submission of a Protected Disclosure; and
    iii. ensures principles of procedural fairness are applied to investigations in response to Protected Disclosures;
    iv. provide the appropriate infrastructure to support the Protected Disclosures Framework and the Legislative Whistleblower Framework including systems, processes and mechanisms for the reporting and investigating Protected Disclosures and the protection of Eligible Whistleblowers who have made Protected Disclosures; and
    v. provide a mechanism for ACU to rectify deficiencies in systems and processes identified as a result of investigations into any Protected Disclosures made.

Section 6 - Who Does this Policy Apply to?

(15) This Policy applies to Eligible Whistleblowers or Disclosers as defined in Section 2 of this Policy. ACU encourages disclosures of Reportable Conduct to any of the Eligible Recipients or a Disclosure Receiver, as defined in Section 2 of this Policy.

(16) As a condition of working for ACU, ACU Staff are required to comply with any lawful directions made by ACU in respect of this Policy. This Policy is not intended to be contractually binding and does not form part of any contract the Staff Member may have with ACU.

Section 7 - What can be the Subject of Reportable Conduct?

(17) This Policy encourages reporting of the types of Reportable Conduct defined in Section 2 of this Policy (which may not necessarily be unlawful), provided the Discloser has reasonable grounds for their concern.

(18) Concerns should not be reported under this Policy if they are more appropriately raised under another ACU policy or instrument, such as the Enterprise Agreement (including a Personal Work-related Grievance defined in Section 2).

Section 8 - How can a Disclosure be made?

(19) A Disclosure can be made to any of the Eligible Recipients or a Disclosure Receiver as defined in Section 2 of the policy. This Disclosure should be made in accordance with the process outlined in the Protected Disclosures Procedure.

Section 9 - Can a Disclosure be made anonymously?

(20) A Disclosure of Reportable Conduct can be made anonymously. However, to enable ACU to properly investigate and respond to Disclosures, ACU encourages Disclosers to provide their name when making a Disclosure.

(21) If an anonymous Disclosure is made, the person investigating the Disclosure may not be able to provide the Discloser with information about the status of any investigation into the conduct. Where a Disclosure is made directly to an Eligible Recipient within ACU, anonymous Disclosers should endeavour to maintain communications with ACU to enable follow up on their Disclosure. This is best achieved by making the Disclosure to the external, third-party Disclosure Receiver appointed by ACU from time to time and referred to in Appendix A of the Protected Disclosures Procedure.

Section 10 - Protections Available to a Discloser

Anonymity and confidentiality

(22) ACU will protect the identity of a Discloser who reports or who seeks to report Reportable Conduct, except in the following circumstances:

a. if the Discloser consents in writing to the disclosure of their identity by ACU;
b. during the investigation process, ACU is permitted to disclose information (other than the identity of the Discloser) reasonably necessary for the purposes of investigating the Disclosure. ACU will take reasonable steps

to reduce the risk of the Discloser being identified;

c. ACU needs to disclose this information to obtain confidential legal advice or representation; and
d. if Disclosure of the identity of the Discloser is required or permitted by law, or ACU needs to disclose the information to prevent a serious and imminent threat to life, health or property.

(23) Any person receiving Confidential Information provided by a Discloser under this Policy must keep that information confidential (except in the circumstances permitted above). A breach of this obligation of confidentiality shall be characterised as serious misconduct and, in the case of Officers or Staff, shall be dealt with in accordance with the Enterprise Agreement, the Code of Conduct for Staff, the Misconduct and Serious Misconduct Policy or any equivalent policy of ACU from time to time. If the obligation is breached by someone who is not a Staff Member, ACU may terminate the engagement or appointment, or take other appropriate corrective action. The breach of these confidentiality provisions may also amount to a criminal offence and civil penalties, including substantial fines and / or imprisonment.

(24) Files and records relating to Disclosures will be treated as confidential and stored securely.

Immunity from Victimisation and Detrimental Action

(25) ACU supports a culture that encourages the reporting of Reportable Conduct.

(26) Where a Discloser has reasonable grounds to suspect Reportable Conduct and has made a Protected Disclosure as defined in this Policy, ACU will protect the Discloser from Detrimental Action and the Discloser shall not suffer Detrimental Action by reason of having made a Protected Disclosure.

(27) If the Discloser suffers or claims to have suffered any Detrimental Action, the Discloser may exercise any relevant rights under the ACU Staff Enterprise Agreement or any other relevant Policy or Procedure of ACU.

(28) Protection by ACU from Detrimental Action does not prevent the Discloser from being subject to any civil, criminal or administrative liability for personal conduct of the Discloser that is revealed by the Disclosure.

Protections Available to Eligible Whistleblowers at Law

(29) If the Discloser makes a Protected Disclosure as defined under Legislative Whistleblower Framework, these laws also provide the following protections for Eligible Whistleblowers at law:

a. the right, in certain circumstances, to make a public interest disclosure and an emergency disclosure;
b. the right to have their Confidential Information preserved, unless an exception applies under clause (22) of this Policy;
c. the right not to:
    i. be subject to any civil, criminal, or administrative liability (including disciplinary action) for making a Protected Disclosure;
    ii. have contractual or other remedies or rights enforced against them on the basis of a Protected Disclosure; and
    iii. have information relating to Protected Disclosures admissible in evidence against them in criminal proceedings or proceedings for the imposition of a penalty, other than proceedings in respect of the falsity of the information, if the Protected Disclosure is made to ASIC, Australian Prudential Regulation Authority or the Commissioner of Taxation, or is a public interest disclosure or emergency disclosure as permitted under the Corporations Act 2001 (Cth);
    iv. the right not to be victimised or subjected to any Detriment, or threatened in relation to a Detriment, by reason of making a Protected Disclosure; and
    v. the right to seek compensation and other remedies in respect of Detrimental Conduct that causes

Detriment as defined in this Policy. If the Discloser has been victimised for making a Protected Disclosure under the Legislative Whistleblower Framework or in the belief that the Discloser has, or may make such a Disclosure, possible remedies available under the Legislative Whistleblower Framework include reinstatement, compensation, an order prohibiting victimisation or an apology. The victimiser can be ordered to pay substantial monetary fines or may be imprisoned. Protections for ACU's Staff also exist under the Fair Work Act 2009 (Cth). These are enforceable as a matter of statute and do not form part of this Policy.

Protections that ACU Provides to Eligible Whistleblowers

(30) If the Discloser is a Staff Member or Officer of ACU, they are entitled to support through the Employee Assistance Program (ACCESS EAP). ACU may explore other options such as taking leave, relocation to another area of business or a secondment arrangement while the Protected Disclosure is being investigated.

(31) If the Discloser is a Staff Member or Officer of ACU, they will not be subject to disciplinary action for making a disclosure on reasonable grounds. The Discloser may however still be subject to disciplinary action for misconduct that is revealed as a result of their Disclosure. ACU may take the Disclosure into account when determining the nature of any disciplinary action taken against the Discloser.

(32) If the Discloser thinks their Disclosure has not been dealt with sufficiently, or if the Discloser thinks their identity has been disclosed in breach of this Policy, the Discloser may raise the concern with the Chair, Audit and Risk Committee. If the Discloser seeks to maintain their anonymity, any such concern must be raised with the Disclosure Receiver appointed by ACU from time to time and referred to in Appendix A of the Protected Disclosures Procedure. Alternatively, if the Discloser does not wish to maintain their anonymity, they may communicate their concern to the Protected Disclosure Officer using the email address Protected.Disclosures@acu.edu.au who will forward details of their concerns to the Chair, Audit and Risk Committee.

Section 11 - Can a Disclosure be made Externally?

(33) In addition to being reportable under this Policy, Disclosures about Reportable Conduct (as defined in the Legislative Whistleblower Framework) can be reported directly to an external regulatory body including ASIC or the Australian Prudential Regulation Authority, or the Commissioner of Taxation (for matters relating to the Taxation Administration Act 1953 (Cth)).

(34) The Corporations Act 2001 (Cth) enables Disclosers to make a public interest disclosure or an emergency disclosure about a protected matter to a journalist or a member of parliament in certain limited circumstances.

(35) Before formally reporting any concern externally, ACU recommends the Discloser contacts the third party whistleblowing reporting service identified in Appendix A of the Protected Disclosures Procedure (the external, third-party Disclosure Receiver appointed by ACU from time to time). The third-party whistleblowing reporting service is trained at handling Disclosures and can discuss the available options with the Discloser. ACU also recommends that the Discloser seeks independent legal advice (at their own cost) before formally reporting any concern externally. A Disclosure to a legal practitioner for the purposes of obtaining legal advice or representation is permitted in relation to the operation of the Legislative Whistleblower Framework.

(36) Nothing in this Policy is intended to prevent any person from reporting possible breaches of laws to relevant government agencies or authorities.

Section 12 - Exclusions

(37) The Protected Disclosures Framework does not apply to:

a. a Disclosure by a Discloser to the extent that the information disclosed concerns a Personal Work-related Grievance of the Discloser, as defined in Section 2 of this Policy. Concerns relating to Personal Work-related Grievances should be raised with:
    i. if the Discloser is an ACU Staff Member or Officer, secondee or volunteer: People and Capability or pursuant to the Staff Complaints Management Policy, or the Workplace Bullying Policy and Procedure, or in accordance with the Enterprise Agreement, as appropriate; and
    ii. otherwise, if the grievance relates to any other Eligible Whistleblower or Discloser as referred to in Section 2 of this Policy or the Discloser has reasonable grounds not to report the matter in accordance with the previous sub-paragraph: the Deputy Chief Operating Officer;
b. Students of ACU, whether part-time, full-time, domestic, full-fee paying / international, on-campus, off-campus, on-shore, off-shore, undergraduate or postgraduate. Should any student wish to make a complaint in their capacity as a student, that might otherwise be characterised as a Protected Disclosure, the Student and Public Complaints Policy and Student and Public Complaints Procedure shall apply. However, this sub-clause does not prevent a student who is also employed as a member of Staff at ACU from making a Disclosure that relates to a matter relevant to, or arising out of, their status as an employee of ACU.

Section 13 - Reporting and Accountability

Reporting

(38) The Protected Disclosure Officer and the Responsible Officer shall have a direct line of reporting and accountability to Vice-Chancellor and President as Chief Executive Officer of ACU in relation to this Policy and the Protected Disclosures Procedure.

(39) If:

a. the Vice-Chancellor and President has a conflict of interest or reasonably perceived conflict of interest or where there is a reasonable apprehension of bias on the part of the Vice-Chancellor and President, the Protected Disclosure Officer and the Responsible Officer shall report directly to the independent Chair, Audit and Risk Committee;
b. the Protected Disclosure Officer has a conflict of interest or reasonably perceived conflict of interest or where there is a reasonable apprehension of bias on the part of the Protected Disclosure Officer, the Responsible Officer shall report directly to the independent Chair, Audit and Risk Committee; and
c. the Responsible Officer has a conflict of interest or reasonably perceived conflict of interest or where there is a reasonable apprehension of bias on the part of the Responsible Officer, the Protected Disclosure Officer or the Vice-Chancellor and President, as appropriate, shall determine the manner in which any Disclosure is managed in the absence of the Responsible Officer, including appointing an alternate Responsible Officer as required.

Accountability

(40) The Annual Report of ACU shall contain a report in relation to the operation of this Policy and the Protected Disclosures Procedure.

(41) The report shall not disclose the identity of any person who has made a Protected Disclosure.

Section 14 - Breach of the Policy and Procedure

Malicious, Frivolous or Vexatious Reporting of Reportable Conduct

(42) If a person makes a malicious, frivolous or vexatious Disclosure, without having reasonable grounds to do so, the making of that Disclosure may constitute misconduct and, in the case of Officers or Staff, may be dealt with in accordance with the Enterprise Agreement, the Code of Conduct for Staff or the Misconduct and Serious Misconduct Policy or any equivalent policy of ACU from time to time, as determined by the Governing Authority. The legal protections are not available if a Disclosure is made without reasonable grounds and is deliberately false.

Section 15 - Managing Protected Disclosures

(43) A Protected Disclosure by an Eligible Whistleblower will be managed in accordance with the Protected Disclosures Procedure.

Section 16 - Fair Treatment of Staff Mentioned in a Disclosure

(44) Any investigation, process or activity associated with a Protected Disclosure where Staff are mentioned, or to whom a Protected Disclosure relates, will be conducted in accordance with principles of natural justice (procedural fairness).

(45) In particular, ACU will ensure fair treatment of Staff who are mentioned in Protected Disclosures, or to whom a Protected Disclosure relates, through the application of provisions contained in the relevant ACU policies and associated procedures including the following:

a. Discrimination and Harassment Policy
b. Work, Health, Safety and Wellbeing Policy
c. Workplace Bullying Policy and Procedure

(46) ACU will endeavour to:

a. maintain the privacy of any Staff Member or Officer mentioned in a disclosure or to whom a disclosure relates;
b. provide any Staff Member or Officer mentioned in a disclosure or to whom a disclosure relates, an opportunity to respond (where appropriate and subject to ACU's requirements to maintain confidentiality).

(47) Staff or Officers who are mentioned in a disclosure are entitled to confidential support via the Employee Assistance Program.

Section 17 - Public Interest Disclosure Act 2013 (Cth)

(48) The Public Interest Disclosure Act 2013 (Cth) (the PID Act) deals with disclosures by a "public official". A "public official" includes an officer or employee of a contracted service provider who is party to a commonwealth contract. A commonwealth contract is a contract with the Commonwealth, or any statutory agency as defined in the Public Service Act 1999 (Cth).

(49) ACU is a contracted service provider for the purposes of the PID Act.

(50) The PID Act offers protection from reprisal action. The protection applies to public officials who disclose suspected illegal conduct, corruption, maladministration, abuses of public trust, deception relating to scientific research, wastage of public money, unreasonable danger to health or safety, danger to the environment or abuse of position or conduct which may be grounds for disciplinary action.

(51) In the case of officers or employees of a contracted service provider to the Commonwealth, the Disclosure must relate to the Commonwealth contract.

(52) If the Discloser wishes to make a Disclosure in relation to a contract between ACU and the Commonwealth or an agency they may do so under this Policy. Alternatively, the Discloser may make the Disclosure to the Commonwealth agency that is party to the contract, the Commonwealth Ombudsman or the Inspector-General of Intelligence and Security.

Section 18 - Availability of the Policy

(53) The Policy is available via multiple channels including, but not limited to, the following:

a. The ACU public website https://www.acu.edu.au:
    i. searchable versions of this Policy and the Protected Disclosures Procedure are located via the 'Policies and Procedures' link on the ACU Staff Website.
    ii. The "Resolving Workplace Issues" landing page on the People and Capability website includes a section titled "What is a Protected Disclosure?" with an embedded hyperlink to this Policy.
    iii. The Code of Conduct for Staff includes a link to this Policy.
b. Legal, Assurance and Governance Directorate: an electronic or hard copy version of the Protected Disclosure Framework may be requested directly from the Legal, Assurance and Governance Directorate.
c. Service Central: any Staff Member may request an electronic or hard copy version of the Protected Disclosure Framework via Service Central. The request will be filled by the Enquiries Contact.
d. Staff Bulletin: information regarding the Protected Disclosure Framework may be published from time to time in the Staff Bulletin. Any such publication will include a link to the Protected Disclosure Framework on the ACU public website.
e. Workplace: information regarding the Protected Disclosure Framework may be published from time to time on Workplace. Any such publication will include a link to the Protected Disclosure Framework on the ACU public website.

Section 19 - Policy Review

(54) ACU will review the Protected Disclosures Framework regularly. It may amend the Policy and Protected Disclosures Procedure from time to time to ensure their currency with respect to relevant legislation and University policy and procedures and to improve the general effectiveness and operation of the Protected Disclosures Framework.

(55) In line with the Policy Development and Review Policy and Policy Development and Review Procedure, policies and procedures are generally scheduled for review every five (5) years or sooner in the event that the Approval Authority or the Governing Authority determines that a review is warranted. In the case of the Protected Disclosures Framework, the review shall occur every two (2) years to ensure ongoing compliance with the Act.

(56) Training on this Policy will be offered from time to time. The Responsible Officer will communicate details of

training and compliance.

Section 20 - Revisions made to this Policy

(57) Unless otherwise indicated, this Policy will still apply beyond the review date.

Status and Details

Status	Current
Effective Date	7th March 2024
Review Date	30th April 2024
Approval Authority	Senate
Approval Date	7th March 2024
Expiry Date	Not Applicable
Responsible Executive	Diane Barker Chief Legal Assurance and Governance Officer
Responsible Manager	Diane Barker Chief Legal Assurance and Governance Officer
Enquiries Contact	Legal, Assurance and Governance Directorate