



**St John**

## ST JOHN AMBULANCE WESTERN AUSTRALIA

# CONFIDENTIALITY AGREEMENT

(Based on the WA DOH Confidentiality Agreement Form HREC006 – Version March 2012)

Between:

\_\_\_\_\_ (‘you’)

and

St John Ambulance Western Australia (SJA-WA)

### BACKGROUND

A. Application has been made for Confidential Information for the project titled

PROJECT NUMBER	PROJECT NAME (“the project”)

- B. You are requesting authority to have access to Confidential Information provided by SJA-WA for the project.
- C. The SJA-WA requires that Confidential Information must be kept strictly and absolutely confidential and always handled as required in accordance with the approved protocols, SJA-WA policies and with all applicable legislation.
- D. The SJA-WA requires that all persons authorised to have access to Confidential Information acknowledge their obligations to uphold confidentiality.
- E. Your obligations under this agreement are in addition to and do not restrict any other obligations you may have under law.

# THE PARTIES AGREE AS FOLLOWS:

## 1. INTERPRETATION

In this agreement:

'Confidential information' means information that is made available to you for use in the project, whether orally or in writing, or by any other means, that is:

- personal health information about an individual whose identity is reasonably apparent,
- any other personal information about an individual whose identity is reasonably apparent, or
- any other information that is by its nature confidential.

'Retention and Disposal Plan' means the Retention and Disposal Plan approved for the project.

'Security Plan' means the Security Plan approved for the project.

## 2. CONFIDENTIALITY OBLIGATIONS

- 2.1. You agree to protect Confidential Information provided for the project in your possession or control against loss, unauthorised use, access, modification or disclosure.
- 2.2. You agree to use or disclose the Confidential Information only for the purpose of the project and only in accordance with the procedures specified in the approved protocol for the project.
- 2.3. You agree to deal with the Confidential Information only in accordance with the conditions specified in the approved protocol for the project.
- 2.4. You agree not to use the Confidential Information to attempt to identify or make unauthorised contact with any individual or to provide the Confidential Information to another person for those purposes.
- 2.5. You agree not to make any unauthorised merger of the Confidential Information with any other information set, including information files provided for two separate projects.
- 2.6. You agree not to disclose any Confidential Information to any person other than another person authorised for the project.
- 2.7. You agree that you will not publish any information provided by the SJA-WA or derived from that information from which the identity of an individual is apparent or can be reasonably ascertained unless the individual has given their written consent to be identified in the publication.
- 2.8. If you are required by law to disclose any Confidential Information you agree to immediately notify an appropriate senior staff member of the SJA-WA before making such disclosure. In such circumstances you agree to cooperate with the SJA-WA to use all reasonable efforts to minimize the extent of such disclosure and shall not be in breach of this Agreement for having made a disclosure in accordance with this clause.
- 2.9. You agree to comply with all the conditions and requirements of the approved Security Plan for the project.
- 2.10. You agree to conduct any tasks relating to the retention and disposal of the confidential Information in accordance with the approved Retention and Disposal Plan for the project.
- 2.11. You agree to provide any additional information about the project requested by the SJA-WA and to permit and assist with the conduct of any random checks or any additional mechanism deemed necessary by the SJA-WA to monitor compliance of the project with this agreement.
- 2.12. You agree to ensure that the Chair of the SJA-WA Research Advisory Group is notified of any breach of the approved protocol for the project, any breaches of security of the Confidential Information and any complaints, adverse events or other relevant circumstances relating to the Confidential Information.

#### **4. CONSEQUENCES OF A BREACH OF THE AGREEMENT**

Any breach of this agreement will be considered a breach in the conduct of the project and may result in termination of approval for use of this data, as determined by SJA-WA.

#### **5. SURVIVAL**

Your obligations under this Confidentiality Agreement will survive indefinitely.

**Please Note - Go to next page for Declarations.**

**Please return the original copy of the Confidentiality Agreement Form, including signed Declarations, to:**

**The Chair**

**SJA-WA Research Advisory Group Chair**

**PO Box 183**

**BELMONT WA 6984**

**Enquiries: (08) 9334 1456**

**[research@ambulance.net.au](mailto:research@ambulance.net.au)**

## **DECLARATIONS**

I have read and understood my obligations under the Confidentiality Agreement and I agree to comply with its provisions.

_____ <b>Signature</b>	_____ <b>Name</b>
_____ <b>Position</b>	_____ <b>Date</b>
_____ <b>Organisation</b>	

## **WITNESS**

*(Witness should not be a member of the project team)*

_____ <b>Signature</b>	_____ <b>Name</b>
_____ <b>Position</b>	_____ <b>Date</b>

## **AND**

### **ST JOHN AMBULANCE WESTERN AUSTRALIA**

_____ <b>Signature</b>	_____ <b>Name</b>
_____ <b>Position</b>	_____ <b>Date</b>

## **DECLARATION BY PRINCIPAL INVESTIGATOR**

\_\_\_\_\_ is authorised by myself to work on the project titled  
*(insert name of person entering into the Confidentiality Agreement)*

\_\_\_\_\_  
*(project title)*  
and to have access to confidential data provided for the project.

_____ <b>Signature of Principal Investigator</b>	_____ <b>Date</b>
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