Introduction to Confidentiality deed for students and non-SALHN staff

In undertaking research at SALHN/working with SALHN patients/accessing identifiable data, you may come into contact with information that must be kept confidential.

Any person engaged in activities on or associated with SALHN sites should be aware of the fact that they must maintain confidentiality at all times. A breach of confidentiality is an offence under Section 93 of the Health Care Act 2008 (SA). A breach of confidentiality can occur as the result of inappropriate discussion, access to, or disclosure of any confidential information.

To prevent breaches from occurring, the health service has implemented a number of policies and procedures governing confidentiality and release of client information. It is important that you familiarise yourself with these:

Section 93 - Health Care Act 2008;

Code of Ethics for the South Australian Public Sector;

Research Governance Policy Directive

The Schedule (page 4) enables you to provide a brief overview of your research plan and the activities you wish to undertake at SALHN.A copy of this deed and the study documents should be retained by the researcher.

The deed should be signed and returned to:

Research Governance - Officer Office for Research

Southern Adelaide Local Health Network

Flinders Medical Centre, Flinders Drive, BEDFORD PARK SA 5042

Email: Health.SALHNOfficeforResearch@sa.gov.au

**THIS DEED POLL is made by:**

**THE PERSON SPECIFIED IN THE ATTESTATION CLAUSE OF THIS DEED (‘YOU’)**

**IN FAVOUR OF:**

**SOUTHERN ADELAIDE LOCAL HEALTH NETWORK INC. (‘SALHN’)**

**RECITALS**

1. SALHN provides health and diagnostic servicesand conducts research activities for the benefit of the public of South Australia.
2. In the course of undertaking its activities, SALHN has collected personal or health information of patients and other confidential information.
3. You intend to undertake research activities, as described in the Schedule herein (the Activities).
4. In order to conduct the Activities, access to that health information of patients and other confidential information held by SALHN is required.
5. SALHN will provide such access, and you agree to accept such access, upon the terms and conditions referred to in this Deed Poll.

IT IS AGREED:

1. RECITALS

You acknowledge that the Recitals are true and correct.

2. DISCLOSURE OF CONFIDENTIAL INFORMATION

2.1 For the purpose of this clause:

‘Confidential Information’ means information that:

(a) is by its nature confidential or by the nature in which it is disclosed is confidential;

(b) is designated by SALHN as confidential or identified in terms connoting its confidentiality;

(c) you know or ought to know is confidential;

but does not include information that is or enters the public domain other than by breach of this Deed Poll.

2.2 You shall ensure that no Confidential Information is disclosed to any third party except as required by law.

2.3 You shall take all steps necessary to ensure that any Confidential Information in your possession remains confidential and that its confidentiality is preserved.

2.4 You must immediately advise SALHN if you become aware of any disclosure of Confidential Information which has been disclosed without authorisation.

2.5 You acknowledge that SALHN may at its discretion deny you further access to any Confidential Information or may require you to return any document containing Confidential Information that has been provided to you.

2.6 SALHN will provide you with a written notice if it determines that you are no longer to be provided access to Confidential Information and include in the notice the date upon which you must return any documents containing Confidential Information in your possession.

3. PERSONAL OR HEALTH INFORMATION

3.1 You shall ensure that any of the Activities that you undertake are subject to current and relevant ethics approvals, including but not limited to endorsement from the ethics committee that the access, collection, use, handling or disclosure of any personal or health information is endorsed as being ethical and approved for research purposes.

3.2 You shall comply with all protocols and procedures of SALHN in relation to the access, handling, collection, use and disclosure of personal or health information of patients including but not limited to any requirements of the Privacy Act or other privacy based regulations or rules existing in South Australia including the *Health Care Act 2008*.

3.3 Otherwise than in accordance with the requirements of this Clause 3, you shall not access information from SALHN or you shall be in breach of your obligations under this Deed Poll. In such circumstances, without limiting any other consequences at law, SALHN shall be entitled to immediately stop your access to the information it holds and to request the return of any information that you hold which was obtained from SALHN.

4. PREMISES

You shall comply with the health and safety policies and reasonable directions of SALHN to the extent that you are granted access to any of SALHN’s premises as part of undertaking the Activities.

5. INTELLECTUAL PROPERTY RIGHTS

Any Intellectual Property Rights of SALHN in the Confidential Information are retained by SALHN despite any disclosure to You.

6. INDEMNITY

You indemnify SALHN against any loss or damage incurred by any third parties for which SALHN may become liable as a result of any disclosure or use of Confidential Information in breach of this Deed by you.

7. RELEASE

Subject to the following clause, you release SALHN in respect of any liability which may arise from or in connection with the provision or use of Confidential Information to the fullest extent that the law permits such a release to be given.

8. DURATION

This Deed will continue in full force and effect until SALHN notifies you in writing that

the obligations of You under this Deed cease to bind you.

9. RIGHTS ARE CUMULATIVE

The rights of SALHN under this Deed are in addition to and do not detract from, any rights in law or equity of SALHN.

10. PROPER LAW

The laws in force in South Australia, including the law with respect to capacity to contract

and manner of its performance, apply to this Deed.

11. JURISDICTION OF COURTS

11.1 You agree that the courts of South Australia will have exclusive jurisdiction to determine any proceeding in relation to this Deed.

11.2 Any proceeding brought in a Federal Court must be instituted in the Adelaide Registry of that Federal Court.

11.3 You undertake not to apply to transfer any proceedings to another registry of the Federal Court.

12. NOTICES

12.1 A “notice” means:

(a) a notice in writing; or

(b) a consent, approval or other communication required to be in writing

under this Deed.

12.2 A notice must be signed by or on behalf of the sender addressed to the

recipient and:

(a) delivered to the recipient’s address;

(b) sent by pre-paid mail to the recipient’s address; or

(c) sent by email to the recipient’s email address from Health.SALHNOfficeforResearch@sa.gov.au email address.

12.3 A notice given to a person in accordance with this clause is treated as having

been given and received:

(a) on the day of delivery if delivered before 5.00pm on a Business Day,

otherwise on the next Business Day; (“Business Day” means any day

that is not a Saturday or Sunday or a public holiday under the Holidays Act 1910);

(b) if sent by pre-paid mail, on the third Business Day after posting; or

(c) if sent by email before 5.00pm on a Business Day, otherwise on the next Business Day.

13. WAIVER

13.1 Any waiver of any provision of this Deed is ineffective unless it is in writing and signed by the party waiving its rights.

13.2 A waiver by either party in respect of a breach of a provision of this Deed by the other party is not a waiver in respect of any other breach of that or any other provision.

13.3 The failure of either party to enforce at any time any of the provisions of this

Deed must not be interpreted as a waiver of such provision.

**This Deed Poll is signed for the benefit and reliance of SALHN:**

**EXECUTED AS A DEED POLL** this …………………………… day of ………………………… 201…

Signed by: [insert full name]

…………………………………………………………

Witness Signature:………………………………….

Witness Name:……………………………………….

**SCHEDULE**

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| **ITEM 1 - Recipient Details** | | | |
| **Full Name and Title**  (*Please include all middle names*) |  | | |
| **Residential Address**  (NOTE: *PO Box addresses* ***are not*** *acceptable*) |  | | |
| **Applicant E-mail address** |  | HAD  ID  (if applicable) |  |
|  | | | |
| **ITEM 2 - Activities (Brief Project Plan)** | | | |
| Please describe reason for visit to SALHN.  If undertaking research, please enter the title of the Research Project. |  | | |
| If PhD, Masters, Honours, Advanced Studies or Undergraduate student:  Please specify degree and name of University enrolled at. |  | | |
| Supervisor(s) |  | | |
| Division/Unit |  | Position  held |  |
| Start Date: | | | |
| End Date: | | | |