

CONFIDENTIALITY AGREEMENT

Definitions

For the purposes of this agreement, the following definitions apply:

'Placement' means a clinical or work placement, fieldwork, internship or other professional placement that is undertaken as part of your course requirements, or the requirements for a subject in which you are enrolled.

'Agency' means a Hospital, Company, Local Council, Community Centre or other institution or organisation including one within the University at which the student is undertaking the placement. In the Confidentiality Undertaking, the expression, 'the Agency', refers to any Agency at which the student is undertaking a placement.

'Confidential information' means:

- (a) personal information or an opinion about an individual whose identity is apparent or can be reasonably ascertained from the information or opinion whether true or not. That is, information which allows an individual to be identified; or
- (b) any information that the Agency specifies as confidential; or
- (c) any information not on the public record and not available upon request that allows an individual or Agency to be identified.

This means material that can either be immediately identifiable (that is, an individual's or Agency's identity is immediately apparent from the information) or potentially identifiable (where further processes are required to determine the identity of an individual or Agency). Confidential information is not limited to written or electronic records or information conveyed verbally. It can appear in any form and be recorded on any medium. It may include such things as photographs, video recordings, x-rays or finger prints.

'Placement Coordinator' means the University staff member nominated to coordinate the placement activities of the student.

Introduction

Privacy and the protection of confidential information is a serious issue and one of which all students need to be aware when undertaking a placement. Failure to do so can have legal ramifications. Students also need to be aware that confidentiality still applies after the placement has been completed. Confidential information learned whilst on placement should not be divulged at any time including during university based learning, without prior permission of the Agency.

Students are required to abide by the confidentiality procedures of the Agency at which the placement is being undertaken. Therefore, the following agreement has been developed to ensure students are aware of their responsibilities with regard to maintaining confidentiality of materials. Students should also be aware of any Code of Ethics or Code of Conduct governing their discipline. In some cases there are specific legislative requirements of which students should be aware; for example, section 141 of the Health Services Act 1988 governing confidentiality and the Legal Practice Act 1996 and relevant Practice Rules.

This agreement has been developed as a means by which the University may ensure that you understand your responsibilities. If you do not understand any part of this document or if you have uncertainties about its interpretation or application during the placement, you should discuss the matter with your Placement Coordinator. **Please read the Confidentiality Undertakings carefully.**

Confidentiality Undertakings

- (i) I will seek out and comply with the laws, regulations, procedures and policies of the Agency relating to confidentiality.
- (ii) I will not disclose confidential information to any third party without the prior permission of the Agency.
- (iii) I will not use confidential information for any purpose other than the placement unless advised by my Placement Coordinator that ethics approval has been obtained for other specified uses.
- (iv) I will not remove original files, test booklets, forms or other confidential documents from the Agency without the written permission of the Agency.

- (v) I understand that I must obtain permission from the Agency in order to make copies of information required for the purpose of the placement.
- (vi) Unless I receive permission from the Agency to do otherwise, I will delete confidential information from **ALL** materials before they are removed from the Agency. This includes informal notes, transcripts of sessions, videos, tape recordings and any other material in any form recorded on any medium.
- (vii) I will remove all confidential details before transmitting information via electronic means such as facsimile, internet and email transmissions. I understand that information may only be transmitted after obtaining permission from the Agency.
- (viii) I understand that I must obtain permission from my Placement Coordinator to forward documents containing personal information to the Agency and to do this only via Certified Mail.
- (ix) I understand that my obligations under this Agreement continue to have full force and effect when I am no longer an enrolled student of La Trobe University.

THIS AGREEMENT is made on the _____ day of _____ 20_____

BETWEEN

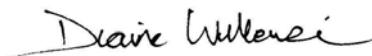
LA TROBE UNIVERSITY

AND _____

(Insert Student Number)

(Print Student Name)

SIGNED for and on behalf of **LA TROBE UNIVERSITY**



(Dianne Williamson, BHlthInfoMan Professional Studies Coordinator)

Declaration

I declare that I have read this confidentiality agreement and understand my responsibilities regarding the privacy and the protection of confidential information. I understand that a breach of this agreement may impact on the right to privacy of an individual or Agency and may lead to legal and/or disciplinary proceedings.

SIGNED by _____
(Signature of Student) *(Date)*

In the presence of

(Signature of Witness) *(Date)*