

# Confidentiality Deed

# CALHN Confidentiality Deed

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This Deed Poll is made on (insert date)

By: the person named in Item 1 of the Schedule ('You').

In favour of: Central Adelaide Local Health Network Inc  
of Port Road, Adelaide 5000 ('CALHN').

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## Recitals

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

Continues over ...

## 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:

2.1.1 is by its nature confidential or by the nature in which it is disclosed is confidential;

2.1.2 is designated by CALHN as confidential or identified in terms connoting its confidentiality;

2.1.3 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 will ensure that no Confidential Information is disclosed to any third party except as required by law.

2.3 You will 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 CALHN if you become aware of any disclosure of Confidential Information which has been disclosed without authorisation.

2.5 You acknowledge that CALHN 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 CALHN 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 will ensure that any of the Activities that you undertake are subject to current and relevant human ethics approvals, including but not limited to endorsement from the human 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 CALHN 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 SA Health's Privacy Policy Directive.

3.3 Otherwise than in accordance with the requirements of this Clause 3, you shall not access information from CALHN or you shall be in breach of your obligations under this Deed Poll. In such circumstances, without limiting any other consequences at law, CALHN 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 CALHN.

### 4. Premises

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

**5. Intellectual Property Rights**

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

**6. Indemnity**

You indemnify CALHN against any loss or damage incurred by any third parties for which CALHN 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 CALHN 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 CALHN notifies you in writing that the obligations of You under this Deed cease to bind you.

**9. Rights are cumulative**

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

**10. Proper law**

The laws in force in South Australia, including law with respect to capacity to contract and manner of 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:
  - 12.1.1 a notice in writing; or
  - 12.1.2 a consent, approval or other communication required to be in writing under this Deed
- 12.2 A notice must be sent on behalf of the sender addressed to the recipient and:
  - 12.2.1 delivered to the recipient's address;
  - 12.2.2 sent by pre-paid mail to the recipient's address; or
  - 12.2.3 transmitted by email to the recipient's address.
- 21.3 A notice given to a Party in accordance with this clause 12 is treated as having been given and received:
  - 12.3.1 on the day of delivery if delivered before 5.00 pm on a Business Day, otherwise on the next Business Day;

- 12.3.2 if sent by pre-paid mail, on the third Business Day after posting;
- 12.3.3 if sent by email, a) at the time shown in the delivery confirmation report generated by the sender's email system; or (b) if the sender's email system does not provide a delivery confirmation, twenty four hours after the email was sent, unless the sender receives a return email notification that the email was not delivered or otherwise not received.

### **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.

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

Executed as a Deed Poll this (insert date)

Signed by:

Witness:

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Continues over ...

# Schedule

## Item 1: Recipient Details

**Full name and title** (please include all middle names)

**Residential address** (NOTE: PO Box addresses are **not acceptable**)

## Item 2: Activities

**Research project title**

**CALHN site(s):**

RAH/TQEH/Hampstead/SA Pathology.

## Item 3: Supervisors

**PhD, Masters or Honours student**

**Specify degree and name of the University enrolled at**

**Supervisors**

**CALHN Collaborators/Supervisors**

**Start Date**

**End Date**