

Research Data Deed of Confidentiality and Compliance Form

Recitals

- A. The Confidant has made a request to NT Health for Confidential Information for the Project and/or will be working on the Project and handling the information being provided by NT Health.
- B. The Confidant certifies that they have received all necessary approvals from Ethics Committees and/or the Privacy Commissioner for the Project.
- C. The Confidant agrees to advise NT Health of any Confidential Information they receive in a manner that is not consistent with the applicable Project procedures (as in the approved Request) and will act in accordance with the NT Health's instructions for these items.
- D. NT Health requires that the Confidential Information be kept secure and always managed as required in accordance with the approved Request and the relevant Privacy Principles and laws of the Northern Territory and Australian Governments.
- E. NT Health requires that all persons authorised to have access to the Confidential Information enter into this NT Health Deed of Confidentiality and Compliance.
- F. To facilitate and formalise the matters described in the above Recitals, the Confidant has agreed to execute this Deed.

Agreed terms

1 Interpretation

1.1. In this Deed:

'Conditions of Publication' means the document titled "Conditions of Publication" (in the form set out at Appendix C of the Request) as completed by NT Health and signed or to be signed by the Principal Investigator for the purposes of the Project.

'Confidant' means the person listed in paragraph 14 (Project Personnel) of the Request and also specified below as the "*Confidant*" in this Deed (refer to signing clause section).

'Confidential Information' means all information which is provided or disclosed by NT Health to the Confidant in connection with the Project in any way, whether provided or disclosed orally or in writing, or by any other means, and includes:

- a dataset, data items, data elements or variables, or de-identified data; and/or
- linked data; and/or
- any information that is by its nature confidential including personal information derived from Confidential Information; and/or
- any information that has been identified by NT Health to be confidential.

'NT Health' means the Northern Territory of Australia as represented by its agency the Department of Health (in collaboration with the Top End Health Service and Central Australia Health Service).

'Privacy Principles' means the "information privacy principles (IPPs)" mentioned in section 65 and specified in Schedule 2 of the *Information Act* (NT).

'Project' means that data release project described at paragraphs 1, 2 and 13 of the Request.

'Request' means the NT Health document titled "Data Release Request Form" (to which this Deed relates or is attached to) setting out the particulars of the relevant Project, the data required for the Project and listing all relevant Project personnel (including the Confidant).

'Retention and Disposal Plan' means the final plan (including all supporting procedures, protocols and other documents) approved by NT Health (for the purposes of paragraph 12 (Retention and

Disposal Plan) of the Request) which sets out the retention and disposal arrangements to be applied by all Project personnel (including the Confidant) to the Confidential Information. 'Security Plan' means the final plan (including all supporting procedures, protocols and other documents) approved by NT Health (for the purposes of paragraph 11 (Security Plan) of the Request) which sets out the security arrangements to be applied by all Project personnel (including the Confidant) to protect against the misuse, loss and unauthorised access, modification or disclosure of the Confidential Information.

2 Confidentiality

- 2.1 The Confidant must protect all Confidential Information provided for the Project in his/her possession and control against loss, unauthorised use, access, modification or disclosure.
- 2.2 The Confidant must use or disclose the Confidential Information only for the purpose of the Project and only in accordance with the procedures (including but not limited to the Security Plan and Retention and Disposal Plan) specified in the approved Request for the Project.
- 2.3 The Confidant must deal with the Confidential Information only in accordance with the conditions specified in the approved Request.
- 2.4 The Confidant must ensure data (comprising of or derived from the Confidential Information) is not disclosed or released to any other person or organisation, except as statistical information that does not identify or is not capable of being used to reasonably ascertain the identity of an individual.
- 2.5 The Confidant must not to use the Confidential Information to attempt to identify or make contact with any individual or to provide the Confidential Information to another person for those purposes, except where the prior express authorisation to do so has been obtained from NT Health.
- 2.6 The Confidant must not merge any part of the Confidential Information with any other information, including information provided for another project, except where the prior express authorisation to do so has been obtained from NT Health.
- 2.7 The Confidant must not disclose any Confidential Information to any person other than to another member of the Project personnel who has also signed a deed (containing the same terms and conditions of this Deed) for the Project.
- 2.8 The Confidant must not publish any information provided for the Project or derived from that information from which the identity of an individual is apparent or can be reasonably ascertained except where:
 - (a) NT Health has authorised the Confident to seek the consent of the individual for such purpose; and
 - (b) the relevant individual has given their informed written consent to be identified in the publication.
- 2.9 The Confidant must conduct any tasks relating to the retention and disposal of the Confidential Information in accordance with the approved Retention and Disposal Plan. Furthermore, the Confidant must ensure NT Health is promptly notified whenever any Confidential Information is destroyed pursuant to the requirements of the Retention and Disposal Plan.
- 2.10 The Confidant must ensure that the results of any data analysis intended for publication will be published in a manner that:
 - (a) protects the identity of individuals and individual establishments; and
 - (b) complies with the conditions specified in the Conditions of Publication.

3 Compliance

- 3.1 The Confidant must comply with all the conditions and requirements of the approved

Security Plan for the Project.

- 3.2 The Confidant must immediately notify NT Health upon becoming aware of a requirement by law to disclose any Confidential Information. In such circumstances the Confidant agrees to cooperate with NT Health and ensure that the only Confidential Information disclosed is that which is required under the law.
- 3.3 The Confidant agrees to provide any additional information about the Project requested by NT Health and to permit and assist with the conduct of any random checks or any additional mechanism deemed necessary by NT Health to monitor compliance of the applicable requirements, specifications, terms and conditions applying to the Project specified in the approved Request, its attachments and this Deed.
- 3.4 The Confidant must immediately notify NT Health of any breach of the conditions specified in the approved Request (including its attachments), any breach of this Deed or any breaches of security of the Confidential Information and any complaints, adverse events or other relevant circumstances relating to the Confidential Information.
- 3.5 The Confidant indemnifies (and keeps indemnified) NT Health for any loss, damage or any other liability incurred by NT Health that is caused by or arises from a failure of the Confidant to comply with any of its obligations under this Deed.
- 3.6 The Confidant acknowledges this undertaking is in addition to and does not restrict any other obligations relating to confidentiality they may have under the law.

4 Consequences of breach of the deed

- 4.1 Where there has been a breach of the Deed, NT Health reserves the right to remove access to and continued use of the Confidential Information provided.
- 4.2 In the event of a breach of this Deed, in addition to any other rights NT Health may have at law, NT Health may also do any of the following:
 - Report the breach to the Confidant's employer or relevant research organisation.
 - Report the breach to the ethics committees which approved the research.
 - Report the breach to any entity involved in funding the research being undertaken by the Confidant.
 - Report the breach to the Population Health Research Network.
 - Refusal to agree to the publication of the research.
 - The return of all Confidential Information or its destruction.

5 Survival

- 5.1 The Confidant's obligations under this Deed will survive indefinitely.

Executed as a Deed

Full Project Title	
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Confidant	
Full name (printed)	
Position	
Organisation	
Signature	
Date	/ /

Witness	
Full name (printed)	
Position	
Organisation	
Signature	
Date	/ /