

**INSTITUTE FOR SAFETY, COMPENSATION AND RECOVERY RESEARCH
(ISCRR)**

CONTRACTOR CONFIDENTIALITY AND PRIVACY DEED

DEED POLL made the date shown below.

By: _____ **[name]**

Of: _____ **[address]** (“Contractor”)

In favour of: **MONASH UNIVERSITY** (ABN 12 377 614 012) a body corporate established under *Monash University Act 1958 (Vic.)* and now constituted under the *Monash University Act 2009 (Vic.)* of Wellington Road, Clayton Victoria 3800 (“Monash”); **TRAFFIC ACCIDENT COMMISSION**, a body corporate established under the Transport Accident Act 1986 (“TAC”); and **VICTORIAN WORKCOVER AUSTRALIA**, a body corporate established under the Accident Compensation Act 1985 (“WorkSafe”).

WHEREAS

- A. The Contractor is contracted by Monash for the Purpose.
- B. Confidential information of Monash, ISCRR, TAC and WorkSafe will be provided to or otherwise come to the attention or into the possession of the Contractor in the course of the performance of the Purpose.
- C. It is important that information of a confidential nature received, obtained or created in the course of the performance of the Purpose, whether in oral, visual, written, material, non-material or some other form be kept confidential at all times subject to the provisions of this Deed.
- D. Monash operates in Victoria as a tertiary education institution and is bound by the Victorian information privacy laws in its handling of personal information.
- E. The Contractor is required by Monash to conduct all dealings with personal information provided to it by Monash, ISCRR, TAC or WorkSafe in accordance with obligations applicable to Monash under the information privacy laws, as provided for in this Agreement.
- F. It is therefore a condition of the Contractor being or continuing to be paid by Monash for the Purpose that the Contractor execute this Confidentiality and Privacy Deed.

THIS DEED WITNESSES:

1. Interpretation

In this Deed, subject to any contrary intention expressed in this Deed, the following definitions apply:

Confidential Information means all information, including without limitation trade secrets, business and research information and plans, research sponsor and sponsor contact lists, methodologies, financial, marketing, technical, scientific or commercial information of or relating to Monash or its related entities and associates, or of or relating ISCRR, TAC or WorkSafe, which information is by its nature confidential or is marked as confidential, proprietary or restricted, or is unmarked as such but treated as confidential, proprietary or restricted at the time of disclosure;

A reference to the Confidential Information includes any part of it.

ISCRR means the Institute for Safety, Compensation and Recovery Research established as a collaboration between Monash, TAC and WorkSafe under a Collaboration Agreement dated 1st April 2009;

Purpose means to carry out services for ISCRR as set out in the Schedule to this document;

2. Confidentiality

2.1 The Contractor undertakes and agrees:

- (a) not to use the Confidential Information for purposes other than as agreed by Monash or as shall be reasonably appropriate for the Purpose;
- (b) to hold in strict confidence all Confidential Information and not to disclose it to anyone other than persons within Monash and ISCRR on a 'need to know' basis, unless, and to the extent only, that disclosure is required for the Purpose.

2.2. Exempted from the obligations in clause 2 shall be information which:

- (a) is in the public domain at the time of disclosure;
- (b) is published or otherwise becomes part of the public domain through no fault of the Contractor;
- (c) was in the possession of the Contractor prior to disclosure, as shown by prior written records, and not subject to an obligation of confidentiality;
- (d) became available from an external third party (not being a party to whom the Purpose relates) who did not impose any obligation of confidentiality in disclosing it; or
- (e) is required to be disclosed by law.

2.3 Property in the Confidential Information will reside at all times with Monash (as between the Contractor and Monash). Neither this Deed nor any conduct in the course of performance of the Purpose will convey or confer any intellectual property rights to the Contractor, nor any property, right or other interest in or in relation to the Confidential Information to the Contractor.

3. Privacy

3.1 In this clause 3:

- (a) "IPP" means an Information Privacy Principle in the *Privacy and Data Protection Act 2014 (Vic)* and "HPP" means a Health Privacy Principle in the *Health Records Act 2001 (Vic)*;
- (b) "personal information" means information or an opinion (including information or an opinion forming part of a database) that is recorded in any form and whether true or not, about an individual whose identity is apparent or can reasonably be ascertained and includes health information and sensitive information;
- (c) "health information" means information or an opinion about the physical, mental or psychological health or disability of an individual at any time, an individual's expressed wishes about future provision of health services to him or her, a health service provided or to be provided to an individual that is also personal information and includes other personal information collected to provide a health service (eg name, address) and information about donation of body parts, organs or body substances and genetic information;
- (d) "sensitive information" means personal information about an individual's race or ethnic origin, political opinions, membership of a political association, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual preferences or practices or criminal record.

3.2 The obligations in this clause apply to all personal information which the Contractor:

- (a) receives from Monash, ISCRR, TAC or WorkSafe for any reason, whether directly or indirectly; or
- (b) receives, creates or holds in connection with the Purpose.

3.3 The Contractor must handle personal information in accordance with the Information Privacy Principles in the *Privacy and Data Protection Act 2014 (Vic)* and the Health Privacy Principles in the *Health Records Act 2001 (Vic)* and any code of practice made under these Acts.

3.4 Without limiting the generality of clause 3.3, the Contractor must:

- (a) except as otherwise permitted by IPP 2 or HPP 2, not use or disclose personal information about an individual for a purpose other than the primary purpose of collection unless the individual consents to the use or disclosure or the use or disclosure is required by or authorised under law;
- (b) take reasonable steps to protect the personal information the Contractor holds from misuse and loss and from unauthorised access, modification or disclosure;
- (c) take reasonable steps to destroy or permanently de-identify personal information if it is no longer needed for any purpose; and

- (d) refer all requests for access to personal information and information management policies to the Director of ISCRR.
- 3.5 Nothing in this clause limits the ability of the Contractor to provide personal information to Monash.
- 3.6 Where the Contractor discloses any personal information to any third party, the Contractor must ensure that the third party is subject to enforceable obligations requiring the third party to comply with the obligations in this clause as if the third party were the Contractor, and to enforce these obligations against the third party if required to do so by Monash.
- 3.7 The Contractor shall indemnify Monash, its related entities, officers, directors and employees from and against any and all claims, losses, liabilities, damages, settlements, expenses, and costs (including legal costs on a solicitor and own client basis) that arise out of or relate to any breach by the Contractor of this Agreement or by any third party of the obligations it undertakes under clause 3.6 of this Agreement.
- 3.8 This clause applies regardless of whether the personal information, the Contractor or any third party to whom the Contractor discloses personal information are located in or outside Victoria.
- 3.9 On termination of the Contractor's contract with Monash or at ISCRR the Contractor must deliver up to ISCRR all Confidential Information the Contractor has received while working at ISCRR including any copies of the Confidential Information (stored in any medium) which is in the Contractor's possession or control.
- 3.10 The Contractor also agrees to comply with the secrecy provisions in section 131 of the *Transport Accident Act 1986 (Vic)* and section 243 of the *Accident Compensation Act 1985 (Vic)* as if the Contractor were bound by them directly.
4. **Conflict of Interest**
- 4.1 The Contractor must immediately notify ISCRR and Monash if a conflict of interest arises in relation to any of the Contractor's work or activities for ISCRR or for Monash, TAC or WorkSafe.
- 4.2 The Contractor will cooperate with ISCRR and Monash, TAC and WorkSafe to resolve the conflict of interest in a professional and efficient manner so as to minimise any potential harm to any party.
5. **Survival**
- 5.1 Upon request of Monash, the Contractor undertakes to promptly deliver up all documents, information or materials that comprise Confidential Information.
- 5.2 The obligations in this Deed shall survive the termination of the Contractor's contract with Monash for the Purpose.

IN WITNESS WHEREOF these presents have been executed by the Contractor as a DEED POLL the day and year set out below.

SIGNED Sealed and Delivered)

by _____)
(Contractor name) (Contractor signature)

in the presence of:

.....
(Witness signature)

Date:.....

SCHEDULE.

The Services to be performed by the Contractor are: