

Privacy & Confidentiality Agreement

(tick) **Employee** **Volunteer** **Other**

References:

ActsCare Ltd – Policies & Procedures Manual V8.0 – 1.3 Privacy and Dignity
ActsCare Ltd – Staff Handbook (p9 & 27)
Privacy Act 1988 (Commonwealth) Comp 86 (17 Feb 2001)
The Queensland Information Privacy Act 2009 (the Act)

I, _____ agree to the following terms, which form part of the ActsCare Ltd employment conditions of all employees, volunteers and contractors. These conditions are detailed in the ActsCare Ltd references listed, and adhere to the requirements of the Commonwealth Privacy Act 1988 and The Queensland Information Privacy Act 2009.

The employer (ActsCare Ltd), in the course of its operations, is required to collect, store, use and disclose personal information regarding all employees, volunteers, contractors and participants. All employees, volunteers, contractors and participants have the right to access their personal information and request correction of any personal details. If the said employees, volunteers, contractors and participants believe their information has been mishandled, they have recourse to lodge a complaint. ActsCare will not disclose any personal information to foreign countries.

The employee, volunteer or contractor acknowledges that in the course of their employment at ActsCare Ltd, they may have access or become acquainted with the written materials and other confidential & health information of participants and other employees or volunteers, and agrees;

- a) To maintain the confidence of the confidential information and to prevent unauthorised disclosure to or use by any other person, firm or company;
- b) To only use confidential information for the purpose of carrying out their duties whether that be during employment or volunteer placement, and discontinue its use after the employment or volunteer placement has ceased;
- c) To not remove any part of the confidential information from the premises of the employer without written consent of the employer;
- d) To not for any reason, copy, appropriate, memorize or in any manner reproduce or share any confidential information;

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- e) On termination of their employment or else when requested to do so by the employer, return any and all of the confidential information including all copies of that information, in whatever form they exist;
- f) At the end of the employment or volunteer placement period, this confidentiality provision shall remain in force for 24 months after cessation of engagement with the employer;
- g) When borrowing manuals/information they will return it wholly and in good condition at the time required by the employer, and to not copy, reproduce or provide these manuals to any other person, business, company or entity without express prior written consent from the employer.

Any employee in breach of the Privacy and Confidentiality Agreement and/or Policy and Procedure will face disciplinary action and may be subject to prosecution under the Privacy Act 1988 (Commonwealth) with a maximum civil penalty of AUD\$420,000 for individuals (2021).

Any volunteer or contractor in breach of the Privacy and Confidentiality Agreement and/or Policy and Procedure will have their volunteer placement/contract terminated and legal action may be sought in response to actions by employees, volunteers and contractors breaching this agreement.

I have read and understood the information regarding the Privacy and Confidentiality Agreement

Employee/Volunteer/Contractor signature

Date

ActsCare Ltd Delegate (*name*)

Signature

Date
