Waitemata District Health Board
Best Care for Everyone

Resident Medical Officers
Privacy and Confidentiality Agreement

1. I agree that I must work within the requirements of the Privacy Act 1993, the Health Information Privacy Code 1994 and Waitemata District Health Board's (Waitemata DHB) policies and procedures. If I do not, action may be taken against me by Waitemata DHB, or by a professional body or the Privacy Commissioner.

2. For the purposes of this agreement, **confidential information** includes, but is not limited to, all information of any kind or form provided to me by or on behalf of WDHB that is not available to the general public, and in particular includes:

   - all proprietary, business, and financial information;
   - all information relating to WDHB's information systems commercial operations, and services
   - all information relating to WDHB's customers, suppliers, patients, and employees.

3. I will not use or disclose to any party any confidential information acquired during the course of my engagement with WDHB unless required by law and then only after consultation with Waitemata DHB. I will ensure that confidential information is not accessible to unauthorised people i.e. no discussion of information in a public place, papers and records will be kept secure, careful faxing and emailing of information, transporting information securely.

4. I will not disclose any passwords or other identifiers that I am personally responsible for.

5. I agree that any intellectual property created or gained by me in the course of my work for the WDHB, remains the property of Waitemata DHB and must not be used or disclosed by me without the consent of Waitemata DHB.

6. I will immediately return all intellectual property and confidential information to Waitemata DHB, when my engagement with Waitemata DHB concludes, for whatever reason and regardless of any dispute.

7. I agree that the undertakings set out above apply both during and after my period of engagement with the WDHB, regardless of how my engagement ends or of any dispute. Furthermore, I accept that any breach of this agreement will be grounds for immediate termination of my engagement and any other action as Waitemata DHB considers appropriate. A breach may also give rise to actions by my professional body, the Privacy Commissioner or other legal proceedings.

8. I accept that it is my responsibility as a Resident Medical Officer to know what information is confidential and private to the WDHB. If I am in any doubt as to the sensitivity of any information I will seek clarification.

9. I acknowledge the responsibility to retain all records that document any business activity of Waitemata DHB in compliance with the Public Records Act 2005 and Waitemata DHB's Corporate Information policy.

I, _____ have read and understand the Privacy and Confidentiality Agreement Pamphlet. I have read the above, understand my responsibilities and will comply with my obligations.

SIGNED: _____ DATE: _____

* Please return the signed form to NRA