



FORM CM2.4.2 CONFIDENTIALITY AGREEMENT

This confidentiality Agreement is to ensure privacy and safety of information pertaining to Phoenix Lifestyle Support Association Inc., its employees, members and individuals. Breaches of this agreement will be considered a serious breach of the employee's conditions of employment.

I, an employee (hereinafter referred to as "the employee") of Phoenix (hereinafter referred to as "the organisation"), do solemnly and sincerely affirm and declare that I will:

- Comply with the "Privacy Act 1988" which concerns the security, use and disclosure of personal information to the extent that the content of those principles apply to the types of activities the organisation is undertaking, as if it were a record keeper as defined in the Act.
- Comply with the Commonwealth and State Government "Information Privacy Principles" which concerns the security, use and disclosure of personal information about a person to whom the organisation is providing or has provided a service in respect of which Commonwealth and/or State funding has been received, or is payable.
- Indemnify the organisation, its committee members, employees and volunteers from and against any costs, loss, or liability arising from a claim, suit, demand, action or proceeding by any person in respect of any breach of confidence or divulgence or confidential information by the employee in the course of their practices.
- Not disclose, without prior written approval of the organisation, to any person, service or government department, (except where authorised to do so in writing by the individual), any confidential information contained in individual's files or elsewhere in documentation retained by the organisation.
- Not discuss or indirectly disclose any individual's issues or matters of a personal nature in front of other individuals or visitors, always only conducting such discussions within the confines of a private area or room and only with appropriately approved people.
- Comply in so far as is practicable with any policies, procedures and guidelines laid down by the organisation, relating to the handling or personal information of the organisations' individuals
- Co-operate with any reasonable demand or directive by the Management Committee of the organisation in regard to the confidentiality of information retained by the organisation.
- Ensure that no document, or part of a document, manual, handbook or promotional literature of the organisation will be reproduced or transferred in any form or by any means, electrical or mechanical, by the employee including photocopying, recording, or via any information storage and retrieval system, without the express written permission of The Management Committee of the organisation.

- Upon termination of employment for any reason, staff will immediately return to the organisation any records, documents, manuals, keys, storage devices or recordings which may be in the employee's possession or under the employee's control which has been provided to the employee for the purposes of the employment and/or relate to the organisation's business or service provision.
- During the period of employment and for a period of three years after cessation of employment, the employee will keep confidential, not publish, disclose or divulge (except with the written authority) any confidential information regarding the organisation. (Except in respect of the information compelled to disclose in the course of any litigation or inquiry as a participant or witness).

Signed Employee: _____

Print Name: _____

Signed Manager _____

Date: _____