

ST JOHN AMBULANCE WESTERN AUSTRALIA LTD

Confidentiality and Data Protection Agreement

Between:

St John Ambulance Western Australia Ltd (ABN 55 028 468 715) of 209 Great Eastern Highway, Belmont WA 6104 (“SJWA”)

and

_____ [Counterparty Name / Organisation]

of _____ [Address] (“the Recipient”)

1. Purpose

This Agreement governs the Recipient’s access to, and handling of confidential and sensitive information disclosed by SJWA for the approved purpose of research (“the Permitted Purpose”). It ensures all such information, particularly personal and health data, is handled in compliance with applicable laws, SJWA policies, and ethical standards.

2. Definitions

In this Agreement:

- Confidential Information means any information provided by SJWA that relates to its operations, data, systems, intellectual property, personnel, research, patients, or clients, including:
 - Personal health or identifying information;
 - Data or records relating to individuals whose identity is reasonably ascertainable;
 - Business, operational, technical, or financial information;
 - Information marked or reasonably understood to be confidential.
- Personal Information has the meaning given in the Privacy Act 1988 (Cth).
- Security Plan means the security and access control measures approved for the project or activity.
- Retention and Disposal Plan means the plan approved for managing storage, archiving, and destruction of Confidential Information after use.
- Authorised Person means any individual approved by SJWA who requires access to the information for the Permitted Purpose and who has signed a confidentiality declaration.

3. Obligations of the Recipient

- Use the Confidential Information solely for the Permitted Purpose and not for any personal, commercial, or unrelated use.
- Protect all Confidential Information, whether in electronic or physical form against loss, unauthorised access, modification, or disclosure by implementing reasonable safeguards.

- Not disclose any Confidential Information to any person except Authorised Persons or as required by law with prior notice to SJWA.
- Not attempt to identify individuals from de-identified data or merge datasets without written approval from SJWA.
- Not publish or share any information from which an individual can be identified without prior written consent from that individual and SJWA.
- Immediately notify SJWA of any suspected or actual data breach and cooperate fully in containment and remediation efforts.
- Manage all Confidential Information in accordance with the approved Retention and Disposal Plan and securely destroy or return data upon completion of the Permitted Purpose or on SJWA's written direction.

4. Privacy and Legal Compliance

Where Confidential Information includes Personal Information, the Recipient must comply with the Privacy Act 1988 (Cth) and the Australian Privacy Principles, as well as any additional privacy, security, or research governance requirements stipulated by SJWA or relevant ethics committees.

5. Monitoring and Verification

SJWA reserves the right to:

- Request information about data handling and security arrangements;
- Conduct audits or random checks to ensure compliance with this Agreement; and
- Require remedial actions or revoke access to Confidential Information in the event of non-compliance.

6. Breach and Consequences

Any breach of this Agreement will be considered a breach of conduct and may result in:

- Immediate termination of access or approval to use data;
- Legal or disciplinary action; and
- Liability for costs or damages arising from unauthorised disclosure or misuse.

7. Duration

The Recipient's obligations under this Agreement survive indefinitely, including after the completion of the Permitted Purpose or termination of the project.

8. General

- This Agreement is governed by the laws of Western Australia.
- Amendments must be made in writing and signed by both parties.
- Nothing in this Agreement constitutes a partnership, joint venture, or employment relationship.

9. Execution

Signed for and on behalf of St John Ambulance Western Australia Ltd
by its duly authorised representative:

SIGNED by **COMPANY** by its duly authorised representative:

Signature of authorised person:

Name of authorised person:

Office held:

Signature of Witness:

Name of Witness (print):

SIGNED by **COUNTERPARTY**:

Signature of person:

Signature of Witness:

Date:
