### King Abdulaziz University Hospital Academic Affairs Department



## مستشفى جامعة الملك عبد العزيز الشوون الأكاديمية

**S02** 

#### CONFIDENTIALITY AGREEMENT

BETWEEN;

### KING ABDULAZIZ UNIVERSITY HOSPITAL

AS THE FIRST PART (KAUH)

- AND-

Name of the Staff/Trainee		
	AS THE SECOND DART (Staff/Trainge)	

I understand that during my course of activities in the hospital I might have access to information (be it in written, verbal or digital form) which is confidential and may not be disclosed.

#### Confidential information includes- but is not limited to;

- Medical and other personal information about patients as well as employees (such as diagnoses, medical reports, examination results, staff performance),
- Administrative information (such as meeting minutes, reports, resource management, management decisions, financial information)

#### By signing this agreement below I declare that I understand and agree to the following:

- 1. I agree to access information only in area, or department has responsibility.
- 2. I agree that I will access, use, store, and dispose confidential information only in a way that ensures continued security and confidentiality in accordance to the hospital's policies and procedures, which have been handed and /or notified to me.
- 3. I understand that I may not seek access to any information that is not required to do my job.
- 4. I accept that my access and use of any information directly or via hospital information system, is subject to routine, random, and undisclosed surveillance by the hospital.
- 5. I understand that if granted a sign-on code or password, I accept full responsibility for any use or actions taken with my codes/passwords.
- 6. I confirm that these codes will be used only by me and I will not use any other person's code at any time. I understand that the codes are the equivalent of my signature!. I will notify the security administrator/my direct head and fill an OVR report, if I discover that my code has been compromised in any way.

Name of the Staff/Trainee:	Signature:	Date:

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- 7. I understand that any confidential information may be used for research or teaching purposes only when authorized by the ethics committee and/or the medical board respectively.
- 8. I accept that my confidentiality obligation shall continue indefinitely, including all times after the course of my activities in the hospital has been terminated and will continue for EVER.
- 9. I understand that any failure to comply with my confidentiality obligations may result in disciplinary actions, termination of my employment/educational affiliation, or corrective actions in conformance with current medical staff bylaws, rules and regulations.
- 10. Confidential Information will also include any information that has been disclosed by a third party to the Provider and governed by a non-disclosure agreement.
- 11. The Confidential Information will remain the exclusive property of KAUH and will only be used by the STAFF for the Permitted Purpose. The STAFF will not use the Confidential Information for any purpose that might be directly or indirectly detrimental to KAUH or any of his affiliates or subsidiaries.
- 12. The STAFF may disclose any of the Confidential Information:
  - a. to such of his employees, representatives and advisors that have a need to know for the Permitted Purposes.
  - b. to a third party where the Provider has consented in writing to such disclosure; and
  - c. to the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body.
- 13. The STAFF agrees to retain all Confidential Information at his usual place of work. Further, the will not be used, reproduced, transformed, or stored on a computer or device that is accessible to persons to whom disclosure may not be made, as set out in this Agreement.
- 14. Any failure to maintain the confidentiality of the Confidential Information in breach of this Agreement cannot be reasonably or adequately compensated for in money damages and would cause irreparable injury to KAUH.
- 15. Upon the expiration or termination of this Agreement, the STAFF will:
  - a. return all Confidential Information to KAUH and will not retain any copies of this information;
  - b. destroy or have destroyed all memoranda, notes, reports and other works based on or derived from the STAFF'S review of the confidential information; and
  - c. provide a certificate to KAUH that such materials have been destroyed or returned, as the case may be.
- 16. If the STAFF loses or fails to maintain the confidentiality of any of the Confidential Information in breach of this Agreement, the STAFF will immediately notify KAUH and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.

If I have any questions at any time concerning the confidentiality or disclosure of information, I will contact the Department/Unit head.

Name of the Staff/Trainee:	Signature:	Date: