

# CONFIDENTIALITY UNDERTAKING

## 1. Definitions

For the purposes of this Undertaking, the following definitions apply:

'Placement' means a clinical or work placement, fieldwork, internship, practicum, study mission or other professional placement that is undertaken as part of your course requirements with the University.

'Agency' means a hospital, company, community centre or other institution, organization or entity including one within the University at which you will be undertaking the Placement.

'Confidential information' means (a) any and all personal data as defined by the Personal Data Protection Act 2012 ("PDPA") (including medical condition, history and course of treatment), other information or opinion about an individual that would identify such individual or the Agency or whose identity is apparent or can be reasonably ascertained from the information or opinion whether true or not; and (b) any information that is by its very nature is confidential or which the Agency specifies as confidential; and (c) any information not in the public domain that allows an individual or the Agency to be identified; and (d) any information not in the public domain that belongs to the Agency. Confidential information is not limited to written or electronic records or information conveyed verbally. It can appear in any form and be recorded on any medium. It may include such things as photographs, video recordings, x-rays or finger prints.

'Placement Coordinator' means the University staff member nominated to coordinate your Placement activities.

'University' means Singapore University of Social Sciences

## 2. Background

The protection of Confidential Information and personal data is a serious issue which you need to be aware when undertaking a Placement. Failure to do so can have serious legal ramifications. Your obligation of confidentiality continues to apply even after the Placement has been completed. Confidential information obtained by you whilst on Placement shall not be divulged at any time without the prior written consent of the owner of such Confidential Information.

Students are required to abide by the procedures for ensuring security of Confidential Information of the Agency at which the Placement is being undertaken. You shall also observe and adhere to all prevailing applicable laws, rules, regulations and codes pertaining to medical confidentiality and ethics and personal data protection.

## 3. Purpose

This Undertaking has been developed as a means by which the University may ensure that you understand your responsibilities. If you do not understand any part of this document or if you have uncertainties about its interpretation or application during the Placement, you should discuss the matter with your Placement Coordinator. Please read the Confidentiality Undertakings carefully.

## CONFIDENTIALITY UNDERTAKING

I, [ \_\_\_\_\_ (STUDENT NAME)], [ \_\_\_\_\_ (STUDENT ID)] agree to:

1. comply with the rules, regulations, procedures and policies of the Agency relating to confidentiality and the provisions of the PDPA.
2. treat the Confidential Information as secret and confidential and not disclose it to any person without the prior written permission of the Agency. This includes not disclosing Confidential Information through use of any social media sites.
3. only use the Confidential Information for the purpose of my Placement and not for any other purpose unless advised by my Placement Coordinator that ethics approval has been obtained for specified uses.
4. not remove original files, test booklets, forms or other confidential documents from the Agency without the prior written permission of the Agency and to delete all Confidential Information from all of my records before leaving the Placement, including from my informal notes, transcripts of sessions, videos, audio recordings and any other material in any form recorded on any medium or other electronic storage sites, including smart phones or MP3s.
5. not copy, memorise or reproduce any of the Confidential Information other than for the purpose of the Placement. I shall first obtain the written consent of the Agency before making copies of the Confidential Information for the purpose of the Placement.
6. remove all Confidential Information before transmitting information via electronic means such as facsimile, internet and email transmissions. I understand that Confidential Information may only be transmitted after obtaining prior written permission from the Agency.
7. obtain prior written permission from my Placement Coordinator to forward documents containing Confidential Information only via registered mail.
8. indemnify University from and against all claims, damages, judgments, losses and costs of any nature (including legal costs) which University may suffer or incur in respect of a breach by me of my confidentiality obligations herein.

I acknowledge that:

- (a) subject to paragraph (b) below, my obligations in this Undertaking shall continue to have full force and effect after I have completed my Placement and even when I am no longer an enrolled student of the University.
- (b) I shall not be liable for disclosure or use of the Confidential Information in the event and to the extent such Confidential Information:
  - (i) is or becomes available in the public domain in any way without breach of this Undertaking by me;
  - (ii) was already known to me at the time of disclosure or independently collated or developed by me without use (direct or indirect) of the Confidential Information as evidenced by documentary proof;
  - (iii) is required to be disclosed by law or court order provided the Agency is given advance written notice by me of such requirement of disclosure, to the extent permitted by the said law or court order;
  - (iv) is disclosed by me to a third party with the prior written consent of the Agency; and

- (v) was, is or becomes available to me on a non-confidential basis from a person who, to my knowledge, is not bound by a confidentiality agreement with the Agency, or otherwise prohibited from disclosing the information to me.
- (c) I understand that there can be no adequate remedy at law for any breach of my obligations of confidentiality herein, which breach may result in irreparable harm to the Agency and/or the University, and therefore, upon any such breach or any threatened breach, the Agency and/or the University shall be entitled to appropriate equitable relief as may be necessary to restrain any continuing or further breach by me, without showing or proving any actual damages sustained by the Agency and/or the University, in addition to whatever remedies it might have at law. I may also be subject to disciplinary action by the University.

\_\_\_\_\_  
Signature of Student

Date: \_\_\_\_\_