



CANADIAN INCIDENT ANALYSIS FRAMEWORK

Sample Confidentiality Agreement

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For additional information or to provide feedback please contact analysis@cps-icsp.ca

E. SAMPLE CONFIDENTIALITY AGREEMENT

Name (please print): _____
Affiliation with _____ : _____
(Insert name of organization) (Position)

1. I understand that the organization has custody and control of information, which it must protect for ethical, legal and proprietary reasons. This document represents my commitment to treat any information which is entrusted to me during the analysis process in a manner that respects the privacy of providers, patients and involved organizations, including information that does not identify individual healthcare providers, institutions or patients.
2. I will treat all analysis information related to the incident, as well as any administrative, financial, employee or other information as confidential information. This includes information held in any format, such as fax, email, discussions and other records. This obligation does not apply to information in the public domain.
3. I agree to respect the following rules regarding the treatment of information with which the organization is entrusted:
 - (a) I will not access information related to the incident unless I need to know it to perform my current job duties or to meet my professional responsibilities as part of the analysis process.
 - (b) I will not disclose information related to the analysis process except to perform my job or meet my responsibilities to the organization.
 - (c) I will not engage in discussions about information arising from the analysis process in public or in any area where it is likely to come to the attention of others who are not entitled to receive such information, such as: hallways, elevators, washrooms, cafeteria, locker rooms, lounges, public reception areas, etc.
 - (d) I will not allow another person to use my authorized access (e.g. username and password) to gain access to information regarding the analysis.
 - (e) I will only access, process and transmit information using authorized hardware, software and other equipment.
4. I understand that the organization reserves the right to conduct audits to ensure information is protected against unauthorized access, use, disclosure, copying, modification and disposal.
5. I have read this confidentiality agreement and understand that the conditions as described in this agreement will remain in force even if I cease to have an association with the organization.

Signature

Date

(Adapted from the ISMP Canada Organizational Confidentiality Agreement, with permission)