

Schedule 2 Acknowledgement and Confidentiality Undertaking

This Deed is made on the _____ day of _____ 20____

I, _____, am a [Student or employee] of [_____] (the "**Institution**").

Placement

I [have been offered the opportunity of a practical placement by the Department of Health and Human Services ("**DHHS**") to complete some or all of my practical training as part of the course I am] **OR** [am employed/engaged by the Institution and involved with the practical Placement of 1 or more Students offered by DHHS as part of the course they are] enrolled to undertake ("**Placement**") at the Institution being [name of course] at [name of facility where Student is attending] in accordance with the agreement between and the DHHS and the Institution dated [_____] (the "Agreement"). *[For students only:* I acknowledge that I am not employed by DHHS for the purpose of the Placement and am not entitled to receive any remuneration in respect of the Placement. Any payment that I do receive in connection with the Placement is provided to me at the discretion of DHHS and/or the Institution.

Confidentiality undertaking

For the purpose of this undertaking, **Confidential Information** means any information or data, including Personal Information as defined in the *Privacy and Data Protection Act 2014* (Vic) and Health Information as defined in the *Health Records Act 2001* (Vic), whether or not in a material form, which is confidential to a party including confidential information acquired, collected or developed for the purpose of the Placement or obtained during the currency of the Placement, except that which is already in the public domain otherwise than as a result of a breach of this undertaking.

I undertake to the Institution that I will not communicate, publish or release any Confidential Information except as directed by DHHS or as required by law.

Enforcement

I irrevocably authorise DHHS to enforce this undertaking and I acknowledge that DHHS is entitled (in addition to any entitlement to damages) to seek an injunction or other equitable relief for any actual or threatened breach by me of this Deed:

- (a) without the need for DHHS to prove any special damage; and
- (b) DHHS need not provide any security in respect of any damages that I or anyone else might incur as a result of an injunction being granted.

Executed as a deed on the date set out at the commencement of this Deed.

SIGNED SEALED AND DELIVERED

in the presence of:

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)

.....
Sign here

.....
Signature of witness

.....
Name of witness (block letters)

[INSTRUCTION: TO BE SIGNED BY THE STUDENT OR EMPLOYEE (not on behalf of the Institution)

In accordance with clause 8.2(a), the Institution must procure from each Student and/or employee etc a Confidentiality Undertaking in the form set out above prior to the commencement of the Placement. A copy of each Confidentiality Undertaking must be delivered to DHHS.]