



SJD Institutional Review Board

Title: Confidentiality Agreement

Code: SJDIRB Form 1.4c

Version: 02

For Visitors/Guests

In the course of your placement with San Juan De Dios Educational Foundation Inc. – Institutional Review Board (SJDIRB) you may have access to sensitive and confidential information concerning patients, staff, the business of the organization and other third parties.

Everyone has the right to expect their information to be dealt with the highest possible level of confidentiality. In dealing with this type of information you should work within the SJDEFI's policies and procedures (in particular the data privacy policy).

SJDEFI policy and government regulations protect the privacy of our Lay Mission Partners (LaMPs)/employees/personnel and patients information. The Data Privacy Act of 2012 is a set of government rules that defines what information is protected, sets limits on how that information may be used or shared, and provides individuals with certain rights regarding their information. SJDEFI has its own policies that reflect these regulations as well as best ethical standards.

These rules protect information that is collected or maintained, (verbally, in paper, or electronic format) that can be linked back to an individual LaMP/employee or patient and is related to his or her health, the provision of health care services, or the payment for health care services. This includes, but is not limited to, clinical information, billing and financial information, and demographic/scheduling information.

As a guest/visitor at SJDIRB you are required to conduct yourself in strict conformance to all applicable laws and SJDIRB policies governing confidential information. Simply by being in the SJDIRB either in person or during the conduct of virtual meetings or training hosted by the institution, you may encounter confidential personal sensitive information. Care is often coordinated in semi-public environments where there is the risk that information may be heard or viewed by individuals not directly involved in the collegiate and healthcare services of the institution. SJDIRB has policies intended to limit the risks of such incidental disclosures of personal sensitive information.

You may see or hear information related to SJDEFI employees or patients/students (such as charts and other paper and electronic records, demographic information, conversations, admission/discharge dates, names of attending physicians, patient financial information, etc.). Any information you see or hear, either incidentally or by attending rounds or by joining a virtual activity (e.g. meeting/webinar/training), must be kept confidential. By signing below, you are agreeing to abide by SJDIRB policies regarding confidentiality of information.

As a condition of and in consideration of, my use, access, and/or disclosure of confidential information,

I, _____, understand and agree to the following:

- 1. Purpose of Visit:** The Visitor acknowledges that during their visit to the SJDIRB, they may be exposed to confidential and sensitive information related to ongoing research studies, protocols, and participant data ("Confidential Information").



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2. **Obligation of Confidentiality:** The Visitor agrees to maintain the confidentiality of all Confidential Information disclosed during their visit and not to disclose, share, or use such information for any purpose other than the intended purpose of the visit.
3. **Use of Information:** The Visitor agrees to use Confidential Information solely for the purpose of their visit and shall not use the information for personal gain or any unauthorized purpose.
4. **Non-Disclosure:** The Visitor shall not disclose Confidential Information to any unauthorized individuals, both within and outside the institution, without explicit written consent from the SJDIRB or as required by law.
5. **Security Measures:** The Visitor agrees to adhere to any security measures or protocols implemented by the SJDIRB to safeguard Confidential Information during their visit.
6. **Reporting Obligations:** The Visitor shall promptly report any inadvertent or unauthorized access, use, or disclosure of Confidential Information to the appropriate SJDIRB authorities.
7. **Duration of Confidentiality:** The obligations of confidentiality under this Agreement shall continue for a period of [Specify Duration], or until the Confidential Information becomes publicly available through lawful means
8. **Return or Destruction of Information:** Upon the conclusion of the visit or upon the SJDIRB's request, the Visitor agrees to return or, if directed, destroy all copies of Confidential Information in their possession.

This Agreement shall be governed by and construed in accordance with the laws of the Philippines, without regard to its conflict of law principles.

Information which the SJDIRB holds includes research papers, investigators, respondents, patients, students, clinical, financial employee or contractual details. This list is not a definite list and therefore if you have any doubts about the confidentiality of information it must be regarded as confidential unless you are advised otherwise by the SJDIRB Officers. If SJDIRB Officers are not available then you should contact either the Data Protection Officer or a member of the Management Team.

You must not use any personal, sensitive or identifiable information you come into contact with or as part of your duties, other than as part of your role.

You must not reveal or disclose personal, sensitive or identifiable information to friends or relatives.

You must not discuss anything about the patient or student or personnel with their friends or relatives without their consent.

You must not reveal or disclose personal, sensitive or any identifiable information to individuals, people making inquiries, or other agencies without the permission of SJDIRB. (This includes not disclosing/discussing information on social network sites).

Access to SJDIRB record is restricted to relevant staff dealing with the health researches.

Enquiries from the press or police seeking information should be directed to SJDIRB Officers or a member of the Management Team.

The identity of all callers should be checked. Ask for a telephone number so that they can be called back by the person to deal with the enquiry.





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You must not download any information on personal devices such as USB sticks, phones, cameras etc.

You must not allow individuals to be identified during training or other health or research service activities.

This duty of confidentiality continues to apply indefinitely.

All confidential records, including computerized material, documents and other papers, together with any copies or extracts thereof, made or acquired by you in the course of your placement shall be the property of the SJDIRB and must be returned on the subsequent cessation of your placement.

This duty of confidence will continue indefinitely following completion/end of your placement.

I understand that any fraudulent application, violation of confidentiality or any violation of the above provisions will result in the termination of my privilege to observe and participate in research activities and I may be subject to legal liability as well.

Purpose of presence at SJDIRB:

- ☐ On-the job training ☐ Accreditation ☐ Office exposure
- ☐ Others, please specify _____

My signature below indicates that I have read, accepted, and agree to abide by all of the terms and conditions of this Agreement and agree to be bound by it.

Signature over Printed Name

Date: DD/MM/YYYY

Noted:

Chair, SJDIRB

Date: DD/MM/YYYY