



Australian
Osteopathic
Accreditation Council
AOAC

Accreditation Assessment Team Confidentiality Policy

November 2024

Australian Osteopathic Accreditation Council Ltd

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Policy Control

Document title	Accreditation Assessment Team Confidentiality Policy.
Description	This policy defines the principles ensuring confidentiality of AOAC's material company information that Assessment Team Members have access to.
Category	Accreditation
Scope	This policy applies to the AOAC's Accreditation Assessment Teams and the Secretariat.
Related documents	Conflict of interest declaration form.

Responsible officer	Executive Officer
Cleared by	Accreditation Committee
Approved by	Board of Directors
Date approved	8 November 2024
Next review date	November 2027
Document history	Amended 8 November 2024

Signature

Role	Name	Signature	Date
Chair, Board of Directors	Wendy Cross		8.11.2024

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1. Definitions

Material Assessment Team information	Confidential discussions and deliberations that take place between members at Assessment Team meetings, out-of-session Assessment Team meetings or Assessment Team correspondence via email.
Material company information	Confidential non-public information entrusted to or obtained by an Assessment Team member due to their position on the Assessment Team.
Confidentiality	Confidentiality is a legal principle that prevents an employee or external party from using or disclosing to a third party any confidential information that belongs to AOAC during their employment or relationship with AOAC.
Confidential Information	<p>Confidential Information is defined as information, regardless of the form or medium in which it is recorded or stored, which relates to all unpatented inventions, ideas, know-how, concepts, trade secrets, processes, techniques, software, technical data, products and all other intellectual property, financial and business information and all other commercially valuable Company information, including client, customer and business contacts, which the Company regards as confidential to it and all copies, notes and records and all related information generated by you during the course of your employment. Confidential Information excludes, or as the case requires, ceases to include information which is, or becomes:</p> <ol style="list-style-type: none">available in the public domain; orrequired to be disclosed by law.

2. Purpose

The purpose of this policy is to facilitate effective governance of Australian Osteopathic Accreditation Council (AOAC) by ensuring Accreditation Assessment Team (AAT) members confidentiality.

The policy informs all AAT members of their confidentiality obligations in relation to information AOAC considers confidential in nature. Any material or information provided to a member of an AAT is considered confidential.

The Policy describes the expected standard of conduct that will support the development of trust, confidence, and collegiality between the AAT members.

3. Scope

This policy applies to all AOAC Accreditation Assessment Teams and the Secretariat.

4. Policy Statement

The AAT members must adhere to confidentiality requirements regarding the business of AOAC.

5. Principles

- 5.1. Members of the AAT will have access to confidential information pertinent to their role.
- 5.2. Confidential information is all non-public information entrusted to, or obtained by, an AAT member due to their position on an AAT.
- 5.3. Members of an AAT are obligated to protect and hold confidential information obtained during their service with AOAC. This extends to after their service has been completed. Accordingly:
 - a. An AAT member shall not use confidential Information for his or her own personal benefit, or to benefit persons or entities outside the Company.

NB: AAT members must adhere to the Conflict of Interest and complete the Conflict of Interest Declaration Form.

- 5.4. An AAT member shall not disclose confidential information outside the Company, including principals or employees of any business entity which employs the member, or which has sponsored their appointment to the AAT.
- 5.5. The sharing of confidential information external to the AOAC, requires authorisation by the PPC Chair or delegate. The AAT Chair will then be advised of this decision. If required by law, confidential information may be shared outside the meeting/organisations.
- 5.6. A suspected breach of this policy by an AAT member will be referred to the Professional Practice Committee (PPC) Chair to determine the course of action to be taken.

AOAC Confidentiality Agreement

Between: The Australian Osteopathic Accreditation Council (AOAC), *and*

Name:

Organisation:

Background

1. You acknowledge and agree that during your employment or relationship with AOAC you will have access to Confidential Information belonging to AOAC. You understand and agree to keep such confidential information confidential both during and after your employment on the terms and conditions set out in this Agreement.

Definitions

2. **Agreement** means this agreement together with any schedules or any amendments made in accordance with this agreement.
3. **Confidentiality** is a legal principle that prevents an employee or external party from using or disclosing to a third party any confidential information that belongs to AOAC during their employment or relationship with AOAC.
4. **Confidential Information** is defined as information, regardless of the form or medium in which it is recorded or stored, which relates to all unpatented inventions, ideas, know-how, concepts, trade secrets, processes, techniques, software, technical data, products and all other intellectual property, financial and business information and all other commercially valuable Company information, including client, customer and business contacts, which the Company regards as confidential to it and all copies, notes and records and all related information generated by you during the course of your employment. Confidential Information excludes, or as the case requires, ceases to include information which is, or becomes:
 - a. available in the public domain; or
 - b. required to be disclosed by law.
5. **Parties** means the parties to this Agreement, and Party means any one of them;

Disclosure and use of Confidential Information

6. You always agree during or after your employment or relationship with AOAC:
 - a. to refrain from directly or indirectly disclosing to a third-party confidential information except in the proper course of carrying out your duties,
 - b. to not make use of any confidential information except in the proper performance of your duties,
 - c. to keep confidential all AOAC confidential information; and
 - d. to comply with the terms of this Agreement unless otherwise required by applicable laws or regulations.

7. You must:
- a. notify AOAC immediately if you become aware of a potential or actual breach of this Agreement or any unauthorised disclosure of confidential Information,
 - b. immediately take all steps reasonably required to prevent or stop the potential or actual breach of this Agreement or any unauthorised disclosure of confidential Information; and
 - c. comply with any direction issued by AOAC and provide any assistance reasonably requested from time to time regarding enforcement of this document or any unauthorised disclosure of confidential Information.

Security and Control

8. You must:
- a. establish and maintain effective security measures to safeguard AOAC's confidential Information from disclosure, access or use not authorised by AOAC or under this Agreement.
 - b. unless otherwise directed under this Agreement keep confidential Information under your control; and
 - c. take all reasonable steps to protect AOAC's confidential information from misuse, loss and from unauthorised access, modification, or disclosure.

Intellectual Property Rights

9. You understand and acknowledge that this Agreement does not transfer any interest in any intellectual property, and that AOAC retains (and does not waive) any rights it may have in respect of patents, trademarks, copyright, moral rights or other intellectual property or proprietary rights.

Return of Confidential Information

10. Upon the termination of your employment or relationship with AOAC, and at any time requested by AOAC, you are required to cease using AOAC's confidential information.
11. On receiving a notice pursuant to this clause, or upon the termination of your employment or relationship, your right to possess or use confidential information ceases and you must immediately:
- a. return all confidential information in your possession or control to AOAC,
 - b. destroy and certify in writing to AOAC the destruction of all confidential information in your possession or control,
 - c. destroy and permit AOAC to witness the destruction of all confidential information in your possession or control, or
 - d. destroy all copies, summaries, notes or reproductions of all AOAC confidential information in your possession or control.

Post-Termination Obligations

12. The obligations of confidentiality under this Agreement continue to apply to you after the termination of your employment or relationship with AOAC.

Waiver

13. The failure of AOAC at any time to insist on performance of any provision of this document is not a waiver of its right at any later time to insist on performance of that or any other provision of this Agreement.

Governing Law

14. This agreement shall be governed by and construed in accordance with the laws of the state in which you are employed. You agree to submit to the jurisdiction of the courts of that state.

Severability

15. The Parties acknowledge and agree that each clause of this Agreement is separate, severable, and reasonable. Should any clause or clauses be held to be unenforceable but would be enforceable if part of the wording of a clause or clauses is deleted, then the provisions contained in each clause shall apply under deletion of the particular words, to make the clause or clauses effective.

Variation

16. No variation or modification of this Agreement shall be effective unless it is in writing and signed by you and AOAC (or respective authorised representatives).

Signage

Signed by an Authorised Officer of AOAC:

Authorised Officer (Name): _____	Signature: _____
Date: _____	
Name of witness: _____	Signature: _____
Date: _____	

Signed by you:

Name: _____	Signature: _____
Date: _____	
Name of witness: _____	Signature: _____
Date: _____	