

# Conditions of Disclosure

## Data Services Branch

**Project title:**  **DSB ID:**

I hereby acknowledge that I will be the Recipient of data requested from Data Services Branch and that my receipt of the data, as authorised under the relevant Acts, is subject to the terms, conditions and directions detailed below.

|                         |  |       |  |
|-------------------------|--|-------|--|
| Name of data recipient: |  |       |  |
| Position:               |  |       |  |
| Organisation:           |  |       |  |
| Email address:          |  |       |  |
| Signature:              |  | Date: |  |

**Please return the completed, signed form to [DLQ@health.qld.gov.au](mailto:DLQ@health.qld.gov.au). This form is available online at <https://www.health.qld.gov.au/dsb/conditions-of-disclosure>.**

1. The Recipient acknowledges that the data are confidential, remain the property of the Queensland Government at all times and are returnable immediately on the direction of the Data Services Branch.
2. The Recipient acknowledges that they are responsible for handling data in accordance with these conditions of disclosure, under the strict authority stated in the relevant legislation and solely for the purpose/s for which disclosure of the data was approved, in addition to any other conditions of approval, and that any breaches of these conditions may amount to an offence under the legislation by which the data were released.
3. The Recipient undertakes to, and accepts the direction of the Data Services Branch to:
  - a. not divulge, share or communicate confidential data to any third party without the prior written approval of the Data Services Branch and all applicable data custodians;
  - b. only publish or distribute information resulting from access to the data in a manner consistent with the [Data Services Branch publishing guidelines](#);
  - c. provide any draft publication to the [Data Service Branch](#) for review at least one month prior to publication, provide a preprint of any article accepted for publication to the [Health Services Evaluation, Research and Translation Branch](#) and, for articles including death registration or cause of death data, provide a review copy to the [Registry of Births, Deaths and Marriages](#) three months prior to publication;
  - d. ensure that, where an ethics approval is applicable, analysis of the data ceases when the ethics approval expires;
  - e. take or cause to be taken all such precautions as are necessary to maintain the secrecy and confidentiality of the data;

- f. not copy or reproduce the data other than to the extent reasonably necessary for the purpose of backup, security and disaster recovery purposes;
  - g. cease access to the data if the Recipient no longer occupies the position stated in this document, until all relevant parties have been notified and approve access from the new position;
  - h. retain the disclosed data for a maximum of 10 years after last action consistent with [the Queensland State Archives Retention and Disposal Schedule](#) (Sections 2.9.2 and 3.8.2), or for the maximum retention period agreed in writing by the Data Services Branch. Disposal must include both digital and physical copies of the data provided by the Data Services Branch. Written confirmation of disposal must be provided to the Data Services Branch upon request;
  - i. comply with the legislative obligations under the *Right to Information Act 2009* (Qld) and *Information Privacy Act 2009* (Qld) in relation to the disclosure and use of any personal Information, as defined in both the *Right to Information Act 2009* and *Information Privacy Act 2009*;
  - j. ensure that no extract, derivation, or aggregation of these data which identifies or may enable the identification of an individual private facility or commercial entity is released to any third party or included in any published reports without the permission of that entity's chief executive;
  - k. not manipulate or use the data in any manner in order to ascertain the identity, or any other personal information, of any individual, apart from activities that temporarily identify an individual to validate unit records and for the purpose of improving the quality of statistics produced from the data; and
  - l. inform the Data Services Branch immediately if a data breach occurs and advise whether the data provided by the Data Services Branch was involved.
4. The Recipient will secure and protect all copies of the data, whether electronic or physical, and only store them in a manner and location approved in the data request. Access to the data will only be permitted for approved Recipients who have signed and returned these Conditions of Disclosure to the Data Services Branch, and necessary measures will be taken to prevent unauthorised access, including the protection of any account name, password or other token associated with the data.
  5. The Recipient agrees to take all reasonable steps necessary to ensure that the confidential data are kept confidential, including storing or disposing of all data, information, documents and associated correspondence in a secure manner.
  6. The linkages contained in any linked data provided are based on a probabilistic matching process using patient identifying information. While care is taken to minimise incorrect linkages, quality analysis suggests that there are records that are falsely linked or not linked when they should be. This rate will be higher for subsets of records where identifying data are missing, incorrectly recorded or inconsistently recorded. These data are intended to be used for aggregate analysis to inform health services planning, management, monitoring, evaluation and research. As such, no action directly related to the care of an individual patient should be taken based on any linked data being provided unless a further check of patient charts or direct communication with patients confirms the links. The Recipient acknowledges this scope of intended use and agrees not to use linked data for purposes beyond this scope.

The authorities for the release of data in collections maintained by the Data Services Branch derive from the *Hospital and Health Boards Act 2011*, *Private Health Facilities Act 1999* and *Public Health Act 2005*. If you wish to access Queensland Health clinical experts for your project (for example, as peer reviewers), please contact [CEQCorro@health.qld.gov.au](mailto:CEQCorro@health.qld.gov.au).