


Conditions of disclosure

Statistical Services Branch

I, _____, hereby acknowledge that I will be the Recipient of the data requested below from the Statistical Services Branch as **authorised under one or more of the following Acts**, subject to the terms, conditions and directions detailed below.

<i>For Statistical Services Branch to complete</i>	
Relevant legislation	Section/s
<i>Hospital and Health Boards Act 2011</i>	
<i>Private Health Facilities Act 1999</i>	
<i>Public Health Act 2005</i>	
<i>Other (please list)</i>	

1. The Recipient acknowledges that the data are confidential and remain the property of the Queensland Government at all times and are returnable immediately on the direction of the Statistical Services Branch.
2. The Recipient acknowledges that they are responsible for handling data in accordance with these conditions of disclosure, in addition to any other conditions of approval, and are accountable for any breaches of these conditions.
3. The Recipient undertakes to, and accepts the direction of the Statistical Services Branch to:
 - a. ensure that the data are used exclusively by the Recipient in Australia only, under the strict authority stated in the relevant legislation and solely for the purpose/s for which disclosure of the data was approved;
 - b. ensure that any published data are only presented in aggregate tables or as part of an analysis of the data;
 - c. ensure that any published data are not likely to enable the identification of any individual person or organisation and that the principles outlined in the national [Guidelines for Use and Disclosure of Health Data for Statistical Purposes](#) are adhered to in any publications arising from the data;
 - d. ensure that any counts of records from the Cause of Death Unit Record File between 1 and 5 inclusive are published as ≤ 5 ;
 - e. provide to the Statistical Services Branch (DLQ@health.qld.gov.au), for noting and/or review at least one month prior to publication, any draft publications arising from data provided or linked by the Statistical Services Branch. All manuscripts utilising Statistical Services Branch datasets and/or linkage services should [appropriately acknowledge](#) the Statistical Service Branch;
 - f. make available, on request and without charge, copies of any publication or other release of the results of analyses to the Statistical Services Branch;

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- g. provide to the Registry of Births, Deaths and Marriages (RBDM, M-BDMDMS@justice.qld.gov.au) any draft publications involving death registration data or cause of death data three months prior to publication for their review;
 - h. not divulge or communicate the data to any third party without the prior written approval of the Statistical Services Branch and all applicable Data Custodian(s);
 - i. ensure that when the Recipient is the Principal Investigator in an application under the *Public Health Act 2005* (PHA): the Principal Investigator will ensure that each member of the research team who has access to potentially identifiable data from the Statistical Services Branch has signed an individual Conditions of Disclosure form and adheres to the listed conditions;
 - j. ensure that where an ethics approval is applicable: analysis of the data provided ceases when the ethics approval expires;
 - k. ensure that where data are provided for non-research purposes, data are not shared with any third party unless approval has been obtained from the Data Custodian and the third party has signed and returned the Conditions of Disclosure form to the Statistical Services Branch;
 - l. take or cause to be taken all such precautions as are necessary to maintain the secrecy and confidentiality of the data and ensure the data is only accessed in Australia;
 - m. not copy or reproduce the data other than to the extent reasonably necessary for the purpose of back-up, security and disaster recovery purposes;
 - n. return or dispose of the data to the Statistical Services Branch or nominated representative if the Recipient ceases to occupy the position as stated in this Conditions of Disclosure or immediately upon the direction (in writing) of the Statistical Services Branch;
 - o. 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 Statistical Services Branch. Disposal must include both digital and physical copies of the data provided by the Statistical Services Branch. Written confirmation of disposal must be provided to the Statistical Services Branch upon request;
 - p. 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*;
 - q. ensure that no extract, derivation, or aggregation of these data which may enable the identification of a discrete non-urban Indigenous community is released to any third party or included in any published reports without the prior approval of the Statistical Services Branch;
 - r. 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;
 - s. 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
 - t. inform the Statistical Services Branch immediately if a data breach occurs and advise whether the data provided by SSB was involved.



4. The Recipient acknowledges that if the data are divulged or communicated otherwise than in accordance with the conditions in clause 3, this may amount to an offence under the legislation by which the data were released.
5. The Recipient will ensure that all electronic and paper copies of the data are kept secure and only accessible by approved Recipients who have signed and returned the Conditions of Disclosure to Statistical Services Branch.
6. The Recipient will keep secure and not divulge any account name or password that is supplied to them to allow access to this data.
7. The Recipient agrees to take all the 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.
8. 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.
9. If you have had an article accepted for publication as a result of Information given by Queensland Health for this research project, please provide a preprint of your article as soon as it is available to PHA@health.qld.gov.au prior to publishing the article/s. Please note you may wish to access Queensland Health clinical experts for your project (for example, as peer reviewers). If so, please contact CEQCorro@health.qld.gov.au.

Name of Project _____

Signature of Recipient _____

Position of Recipient _____

Organisation _____

Email Address _____

Date _____

Please return the completed, signed form to DLQ@health.qld.gov.au