



T | +61 3 5339 0704
E | info@idxgroup.com.au

Level 2
288 Victoria Parade
East Melbourne VIC 3002

PO Box 551
East Melbourne VIC 8002

www.integraldiagnostics.com.au

RIS PACS Access Confidentiality Agreement

I wish to access Lake Imaging Pty Ltd (Lake) Patient Archiving Communications System (PACS) and/or Radiology Information System (RIS) as described above.

In this Agreement 'confidential information' means:

- (a) all information disclosed or made available to me by Lake or through the Lake PACS/RIS systems, including information concerning patients' examinations and examination reports;
- (b) my Lake PACS/RIS passwords (or equivalent);
- (c) any information about the personnel, advisers and associates of Lake; and
- (d) any matter relating to the affairs of Lake, provided that confidential information will not include any of the above

which is in the public domain (unless through my breach of this Agreement).

Terms and Conditions

I agree with Lake as follows:

- a. I will treat the confidential information as confidential.
- b. I will only access and use the confidential information to the extent necessary for the 'reason for access' nominated above.
- c. I will not disclose or make available the confidential information to another person, except an officer, employee or adviser of my Organisation to the extent necessary for the 'reason for access' nominated above.
- d. I will take all reasonable steps to preserve the privacy and confidentiality of the confidential information.
- e. Nothing in this Agreement gives me any proprietary or other rights to the confidential information, either expressly or by implication.
- f. I will keep the confidential information secure and protected from any use, disclosure or access which is inconsistent with this Agreement.
- g. I will comply with the Privacy Act 1988 and all laws and Lake policies which protect the privacy, confidentiality or security of the confidential information.
- h. I will promptly notify Lake if I suspect, or become aware of, any actual or potential loss, unauthorised access, use, storage, copying or disclosure of the confidential information.

- i. I will promptly co-operate with Lake in relation to any audit, review or incident response relating to the privacy, confidentiality and security of the confidential information.
- j. I will on request from Lake immediately destroy, permanently delete or return the confidential information to Lake as directed by Lake.
- k. Where I disclose or make available the confidential information to another person ('recipient'), I must ensure that each recipient strictly observes all of my obligations under this Agreement as if those obligations were imposed on the recipient.
- l. I must not disclose my log in password to any other party and agree to be responsible for any PACS/RIS access under my login and any consequences of that access. I am aware that Lake is able to track all activity in relation to access to data on PACS/RIS.
- m. I agree that Lake may suspend, disable, block or terminate my access to PACS/RIS immediately for breach of this Agreement or for any other reason.
- n. I warrant to Lake that I have the authority to enter into this Agreement, both on my own behalf as an individual, and where applicable on behalf of the Organisation nominated above (as though the terms "I", "me" and "my" also apply to that Organisation).
- o. If any provision of this Agreement is invalid under the law of any jurisdiction, that provision is enforceable in that jurisdiction to the extent that it is not invalid.
- p. If Lake fails to enforce any of its rights under this Agreement, that does not mean Lake waives those rights. If I fail to enforce any of my rights under this Agreement, that does not mean I waive those rights.
- q. This Agreement is binding on Lake and me if I accept this Agreement by clicking 'I agree' below, and Lake grants me access to its PACS or RIS system (or both).
- r. I understand that I may print or save a copy of this page for my records of this Agreement.
- s. This Agreement continues without limitation in time in respect of confidential information acquired prior to termination of my access to PACS/RIS