

Mrs./Mr.....

Date of birth .....

Employed at:.....

In training:.....

### Obligation to maintain confidentiality

I commit myself to confidentiality according to § 14, clause 1 of the Tiroler Hospital Regulations as well as according to the hospital statutes concerning all circumstances relating to the patients' state of health, and all individual, economical and other conditions which I became acquainted with while working or being trained. This is as well valid after termination of my employment respectively other occupation ( internship, medical trainee )

I observe confidentiality concerning the donator and beneficiary at operations serving removal of organs or part of organs of deceased for transplantation purposes.

Further I commit myself to strictly observe this confidentiality as far as privacy issues, the relevant professional regulations as there are patient/physician confidentiality and the professional regulations of midwives are concerned.

Non-compliance with the obligation of confidentiality are ruled by the professional regulations. Further can the obligation of confidentiality be waived if the disclosure of the secret is justified in manner and content by public interest, in particular in interest of public healthcare or administration of justice. (§ 14 clause 2 T- KAG )

Further I commit myself to observe the following rules concerning the handling of IT-Systems:

1. Tirol Kliniken GmbH as employer provides the IT-systems, as i.e. the clinical information system (KIS) exclusively for official purposes. Hence use of these systems is only permitted for official purposes within the scope of my personal area of responsibility. Private use of these systems for other purposes is not allowed.
2. This commitment declaration will be filed in the personnel records. Access authorizations are installed by the IT-Department or the Human Resources Department. I will receive an access authorization for single applications in form of a user name or pass word. The password, respectively the passwords have to be altered at the first application and kept secret. It is strictly forbidden to forward this password to a third party. Further it is explicitly forbidden to enter the access authorization of another person or to work with the access authorization of another person.
3. Forwarding information has to exclusively serve official purposes within the scope of the relevant area of responsibility; to external partners only with previous approval of the employer. I commit myself as well to protect accessible data against unauthorized third parties within the scope of my possibilities.
4. In this context it is noted that with the hospital IT-systems (i.e. KIS or ISH) any access is registered and assigned to the employee whose access authorization was used.
5. I am aware that deliberate infringements against this regulation can lead irrespective of other legal requirements (as there are offences according to penal code, to data protection act, physician's regulations) to consequences concerning employment agreements (issue of warning, transfer, notice of termination of work contract, dismissal) Especially working in KIS using another person's access authorization is regarded as severe offence. Such an offence makes the employee untrustworthy according to § 75 clause 2 lit. b VBG ( = cause of dismissal).
6. I confirm by signing this document that I have been informed to an adequate extent concerning the obligations of the above mentioned provisions of regulations especially on those of the data protection act and the explications referring to this agreement.

Town ..... month, year .....

name .....

.....employee