



PRIVACY POLICY AND CONFIDENTIALTY STATEMENT

FOR

WOODBURY AUTISM EDUCATION AND
RESEARCH LIMITED

Privacy Policy

Preamble

This Privacy Policy sets out how the School manages personal information provided to or collected by it. The School is bound by the Australian Privacy Principles (APP) contained in the Commonwealth Privacy Act.

In relation to health records, the School is also bound by New South Wales Health Privacy Principles which are contained in the *Health Records and Information Privacy Act 2002* (Health Records Act). The School may, from time to time, review and update this Privacy Policy to take account of new laws and technology, changes to the School's operations and practices and to make sure it remains appropriate to the changing school environment.

What kinds of personal information does the School collect and how does the School collect it?

The type of information the School collects and holds includes (but is not limited to) personal information, including health and other sensitive information, about:

- students and parents and/or guardians ('Parents') before, during and after the course of a student's enrolment at the School;
- job applicants, staff members, volunteers and contractors; and
- other people who come into contact with the School.

Personal Information you provide:

The School will generally collect personal information held about an individual by way of forms filled out by Parents or students, face-to-face meetings and interviews, emails and telephone calls. On occasions people other than Parents and students provide personal information.

Personal Information provided by other people:

In some circumstances the School may be provided with personal information about an individual from a third party, for example a report provided by a medical professional or a reference from another school.

Exception in relation to employee records:

Under the Privacy Act and *Health Records and Information Privacy Act 2002* (NSW), the Australian Privacy Principles and Health Privacy Principles do not apply to an employee record. As a result, this Privacy Policy does not apply to the School's treatment of an employee record, where the treatment is directly related to a current or former employment relationship between the School and employee.

How will the School use the personal information you provide?

The School will use personal information it collects from you for the primary purpose of collection, and for such other secondary purposes that are related to the primary purpose of collection and reasonably expected by you, or to which you have consented.

Students and Parents:

In relation to personal information of students and Parents, the School's primary purpose of collection is to enable the School to provide schooling for the student. This includes satisfying the needs of Parents, the needs of the student and the needs of the School throughout the whole period the student is enrolled at the School. The purposes for which the School uses personal information of students and Parents include:

- to keep parents informed about matters related to their child's schooling, through correspondence, newsletters and magazines;
- day-to-day administration of the School;
- looking after students' educational, social and medical wellbeing;
- seeking donations and marketing for the School; and
- to satisfy the School's legal obligations and allow the School to discharge its duty of care.

In some cases where the School requests personal information about a student or Parent, if the information requested is not provided, the School may not be able to enrol or continue the enrolment of the student or permit the student to take part in a particular activity.

Job applicants, staff members and contractors:

In relation to personal information of job applicants, staff members and contractors, the School's primary purpose of collection is to assess and (if successful) to engage the applicant, staff member or contractor, as the case may be. The purposes for which the School uses personal information of job applicants, staff members and contractors include:

- in administering the individual's employment or contract, as the case may be;
- for insurance purposes;
- seeking donations and marketing for the School; and
- to satisfy the School's legal obligations, for example, in relation to child protection legislation.

Volunteers:

The School also obtains personal information about volunteers who assist the School in its functions or conduct associated activities, such as fundraising to enable the School and the volunteers to work together.

Marketing and fundraising:

The School treats marketing and seeking donations for the future growth and development of the School as an important part of ensuring that the School continues to provide a quality learning environment in which both students and staff thrive.

Personal information held by the School may be disclosed to organisations and individuals that assist in the School's fundraising, for example, the School's parent body, or, on occasions, external fundraising organisations. Parents, staff, contractors and other members of the wider School community may from time to time receive fundraising information. School publications, like newsletters and magazines, which include personal information, may be used for marketing purposes.

Who might the School disclose personal information to and store your information with?

The School may disclose personal information, including sensitive information, held about an individual to:

- another school;
- government departments;
- medical practitioners;
- people providing services to the School, including specialist visiting teachers, counsellors and sports coaches;
- recipients of School publications, such as newsletters and magazines;
- Parents;
- anyone you authorise the School to disclose information to; and
- anyone to whom we are required to disclose the information to by law

Sending and storing information overseas:

The School may disclose personal information about an individual to overseas recipients, for instance, to facilitate a school exchange. However, the School will not send personal information about an individual outside Australia without:

- obtaining the consent of the individual (in some cases this consent will be implied); or
- otherwise complying with the Australian Privacy Principles or other applicable privacy legislation.

The School may also store personal information in the 'cloud' which may mean that it resides on servers which are situated outside Australia.

**** How does the School treat sensitive information?**

In referring to 'sensitive information', the School means: information relating to a person's racial or ethnic origin, political opinions, religion, trade union or other professional or trade association membership, philosophical beliefs, sexual orientation or practices or criminal record, that is also personal information; health information and biometric information about an individual. Sensitive information will be used and disclosed only for the purpose for which it was provided or a directly related secondary purpose, unless you agree otherwise, or the use or disclosure of the sensitive information is allowed by law.

Management and security of personal information

The School's staff are required to respect the confidentiality of students' and Parents' personal information and the privacy of individuals. The School has in place steps to protect the personal information the School holds from misuse, interference and loss, unauthorised access, modification or disclosure by use of various methods including locked storage of paper records and password access rights to computerised records.

Access and correction of personal information

Under the Commonwealth Privacy Act and the Health Records Act, an individual has the right to obtain access to any personal information which the School holds about them and to advise the School of any perceived inaccuracy. Students will generally be able to access and update their personal information through their Parents, but older students may seek access and correction themselves. There are some exceptions to these rights set out in the applicable legislation. To make a request to access or update any personal information the School holds about you or your child, please contact the Executive Director in writing. The School may require you to verify your identity and specify what information you require. The School may charge a fee to cover the cost of verifying your application and locating, retrieving, reviewing and copying any material requested. If the information sought is extensive, the School will advise the likely cost in advance. If we cannot provide you with access to that information, we will provide you with written notice explaining the reasons for refusal.

Consent and rights of access to the personal information of students

The School respects every Parent's right to make decisions concerning their child's education. Generally, the School will refer any requests for consent and notices in relation to the personal information of a student to the student's Parents. The School will treat consent given by Parents as consent given on behalf of the student, and notice to Parents will act as notice given to the student.

As mentioned above, parents may seek access to personal information held by the School about them or their child by contacting the School Executive Director. However, there will be occasions when access is denied. Such occasions would include where release of the information would have unreasonable impact on the privacy of others, or where the release may result in a breach of the School's duty of care to the student.

The School may, at its discretion, on the request of a student grant that student access to information held by the School about them, or allow a student to give or withhold consent to the use of their personal information, independently of their Parents. This would normally be done only when the maturity of the student and/or the student's personal circumstances so warranted.

Enquiries and complaints If you would like further information about the way the School manages the personal information it holds, or wish to complain that you believe that the School has breached the Australian Privacy Principles please contact the Executive Director. The School will investigate any complaint and will notify you of the making of a decision in relation to your complaint as soon as is practicable after it has been made.

Attachment 2 – To be provided as part of the employment contract and/or volunteer handbook to all new employees and volunteers.

Confidential Information.

- 1.1 You will not, either during your employment or after, divulge for any reason any of the information, data, client information, documents, affairs or secrets of Woodbury or its clients (Confidential Information) to any other entity, person or persons without the prior written consent of Woodbury.
- 1.2 You may:

- (a) use Confidential Information solely for the purpose of performing your duties with the school; and
- (b) disclose Confidential Information only:
 - (i) to persons who are aware and agree that the Confidential Information must be kept confidential or have signed a Confidentiality Agreement requirement by Woodbury from time to time and either:
 - (A) have a need to know (and only to the extent that each has a need to know); or
 - (B) have been approved by Woodbury; or
 - (ii) that you are required by law to disclose.

1.3 You must immediately notify Woodbury of any suspected or actual unauthorised use, copying or disclosure of Confidential Information.

1.4 You must provide assistance reasonably requested by Woodbury in relation to any proceedings Woodbury may take against any person for unauthorised use, copying or disclosure of Confidential Information.

1.5 At the end of your employment, you must return to Woodbury all client lists, records, computer disks, books of account, documents and other property belonging to Woodbury.

1.6 This provision continues to apply after your employment comes to an end

2. Assignment of Intellectual Property Rights

Unless otherwise agreed in writing:

2.1 You:

- (a) assign to Woodbury all the future copyright, design, patent, trademark, semiconductor, circuit layout, or plant breeder rights (whether registered, unregistered, or applied for), trade, business, company or domain name, know-how, inventions, processes, Confidential Information (whether in writing, or recorded in any form) and any other propriety, license, or personal, rights arising from intellectual activity in the business, industrial, scientific or artistic fields. (Intellectual Property Rights) throughout the world in all inventions, models, designs, drawings, plans, software, reports, proposals and other materials created or generated by you (whether alone or with Woodbury, it's other employees or contractors) for use by Woodbury or in the course of your employment; and
- (b) acknowledge that by virtue of this clause all such future rights will vest in the school.

- 2.2 You must do all things reasonably requested by Woodbury to enable Woodbury to obtain the rights assigned under clause 2.1. This provision continues to apply after your employment comes to an end
- 2.3 Nothing in this clause prevents you from retaining copies of materials produced by you, on the condition that these materials are not used for commercial purposes.

3. Moral Rights

- 3.1 You consent to the doing of any acts or making of any omissions by Woodbury and our employees, servants, agents, licensees, and assigns that infringe your Moral Rights in any Works made by you in the course of your employment with Woodbury, including:

- (a) not naming you as author of Work;
- (b) naming another person as author of Work;

amending or modifying (whether by changing, adding to or deleting/removing any part of Work;

whether those acts or omissions occur before, on or after the date of this contract.

- 3.2 **Moral Rights** has the same meaning as that term has in Part IX of the *Copyright Act 1968* (Cth) and **Works** means all programs, programming, literary, dramatic, musical and artistic work within the meaning of the *Copyright Act 1968* (Cth).
- 3.3 You acknowledge that your consent is genuinely given without duress of any kind and that you have been given opportunity to seek legal advice on the effect of giving this consent.
- 3.4 This provision continues to apply after your employment comes to an end.