Basis for concluding Confidentiality Agreement: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

APPROVED

By the Order No. of the Director General of Kaunas Hospital, Lithuanian University of Health Sciences as of 8 September 2020

Annex 2

(indicate the date of the student's internship and/ or practical training agreement and the registration number )

**CONFIDENTIALITY AGREEMENT**

1. **I understand that:**

1.1. during the practical training I will get acquainted with data that cannot be disclosed or transmitted to unauthorized persons or institutions;

1.2. confidential and non-disclosed to other persons information is considered to be information (learned/ received in any form: written, oral or visual) that I will learn during the practical training and which belongs to the Hospital or which the Hospital is obliged to keep, which has value because it is not known to third parties and cannot be freely available to third parties;

1.3. all information about the patient's presence in the health care institution, treatment, health condition, diagnosis, prognosis, as well as all other personal information about the patient must be kept confidential. This information remains confidential even after the patient's death;

1.4. it is prohibited to transmit passwords and other information to unauthorized persons, which allows to obtain data or otherwise create access to data by software and technical means;

1.5. improper data processing entails liability under the laws of the Republic of Lithuania.

2. **I hereby undertake:**

2.1. to keep data confidential, which includes:

2.1.1. patients' health and other data, including but not limited to personal identification number, place of residence, personal circumstances of themselves and their family members, etc.;

2.1.2. any information about the employees at the Hospital, including, but not limited to, their personal data, employee remuneration and promotion schemes or programs;

2.1.3. any other undisclosed or non-public information on any other aspects of the Hospital's activities that may adversely affect the Hospital's financial performance, development, competitiveness, protection of intellectual property, etc., if such information is disclosed. If there is any doubt as to whether the information is confidential, the student must treat such information as confidential until he or she is ascertained that such information is not confidential.

2.2. to process the data in accordance with the laws and other legal acts of the Republic of Lithuania;

2.3. not to disclose, transfer or facilitate access to the processed information by any means to any person who is not authorized to use this information both inside and outside the institution;

2.4. to notify your practice manager of any suspicious situation that may pose a threat to data security;

2.5. to keep the documents submitted during the practice training in such a way that the third parties do not have the opportunity to get acquainted with or use them, not to keep any copies of the entrusted documents.

2.6. to comply with the laws of the Republic of Lithuania on the legal protection of personal data, the Law on Patients' Rights and Compensation for Damage to Health, Regulation (EU) 2016/679 of the European Parliament and of the Council as of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and other existing data protection legislation which I am fully acquainted with.

3. **I am aware that:**

3.1. I will be liable for non-compliance with this undertaking and violation of the requirements of legal acts regulating the legal protection of data in accordance with the laws of the Republic of Lithuania in force;

3.2. a person, who has suffered damage due to the data controller or data processor illegally processing data or due to other actions or inactions, has the right to demand compensation for property or non-property damage caused to him/her (according to the Civil Code of the Republic of Lithuania, the Law on Legal Protection of Personal Data and other legal acts);

3.3. the data controller, data processor or other person compensating for the damage caused to the person shall recover the damage suffered from the student whose fault has occurred due to the fault established by law.

4. **I agree that:**

4.1. The Hospital (Code 302583800) would process my personal data received from me or from other sources for the above purposes and for the purposes of practice administration and/ or other activities related to the practice training tasks and/ or other activities of the Hospital in accordance with personal data protection legislation. By signing this Confidentiality Agreement, I hereby confirm that I am informed of my rights as a data subject: 1) To have access to my personal data and how they are processed; 2) To demand the rectification, destruction of one's personal data or the suspension, except for storage, of the processing of one's personal data when the data is processed without complying with the requirements of the legal acts of the Republic of Lithuania.

Name, surname, signature and date of signing (day, month, year)