

Number:	Pol011	Version	2.0		
Subject:	Governance	Distribution:	External		
Authorised by:	Board of Directors	Approved Date:	7 Aug 2021	Review Date:	Aug 2024

Purpose and Scope

This Privacy Framework explains to the Board of Directors (Board), staff and consultants the policies, procedures and related documents that govern how the Urological Society of Australia and New Zealand (USANZ) collects and manages personal and health information in the course of conducting its business.

It also encompasses the Privacy Policy text approved for publication, and model personal information collection statements for inclusion at data collection points to ensure USANZ's management of personal information is conducted in an open and transparent manner that is consistent with its obligations under the Australian *Privacy Act 1988 (Cth)*.

While this Privacy Framework has been specifically drafted to comply with Australian privacy law, it is relevantly applicable to New Zealand privacy law, as well as to generally accepted OECD privacy principles.

This Framework applies to the personal information of USANZ members, contractors, and the public.

This Framework applies to personal information in all forms of data capture and information collection, storage, analysis, use, communication, reporting and disclosure, including email and other correspondence, spreadsheets and other database applications, online and paper-based forms and meeting records, images and surveillance records.

Framework

1. Privacy Policy (Attachment A)

The Privacy Policy is a clearly expressed public statement describing how USANZ manages personal information. The Privacy Policy will be published on the USANZ website and be supported by privacy statements at various points where USANZ collects personal information of its members or members of the public as they interact with USANZ or access USANZ services.

All personal information collection statements should include a link to the Privacy Policy.

2. Higher Logic Platform – Terms and Conditions (Attachment B)

The Terms & Conditions that apply to users of the Higher Logic Platform will be published on the Higher Logic site. The platform is used by USANZ to deliver the member engagement products, such as the USANZ Communities.

All members accessing USANZ Communities will be required to confirm their acceptance of the Terms and Conditions upon their first log-in to the platform.

3. Privacy Breach Response Plan (related USANZ procedure)

The Privacy Breach Response Plan sets out procedures and clear lines of authority for USANZ staff, members and associates in the event that USANZ experiences a data breach, or suspects that a data breach has occurred.

4. USANZ Personal Information Collection Statements

The following statements have been tailored for use at specific data collection points.

4.1 Members Book

4.1.1 Pre-production request for members to update details

The model text below is for use in the notification to members to request they check their details for publication in the Members Book.

Model statement

Dear [First Name Field]

Please find below the contact details currently listed for you on the Urological Society of Australia and New Zealand's (USANZ) database.

These details will be published in the [Year of Publication] List of Members Booklet, which is distributed to all USANZ Members.

The Booklet is only for the use of members. Members owe a duty to other members to use and dispose of the Booklet in a confidential manner. In particular, members should not allow the Booklet to be accessed or used by industry marketing representatives.

Please update your details by logging into your members profile on the USANZ website [Insert Link to Profile Log-in] by [Insert Due Date].

4.1.2 Members Book publication

The Members Book will contain the personal information collection statement below.

Model statement

Privacy Statement

The information in this booklet has been provided by members of the Urological Society of Australia and New Zealand so that members of the society can contact one another.

The information is strictly confidential, is not to be provided to any other person, and is not to be used for any other purpose. In particular, members should not allow the Booklet to be accessed or used by industry marketing representatives.

Secure Disposal of Redundant Editions

This book contains sensitive and personal information of members. Recipients are required to destroy past editions by a method which ensures its complete and irreversible physical erasure so that it cannot be reconstituted or reconstructed. Members who do not have this facility may return the book to USANZ for destruction.

4.2 Application Form for New Members, and Application Form for Membership Reinstatement

The application Form for New or Reinstated Members Form will include the following personal information collection statement.

Model statement

We collect your personal information to assess and process applications for membership, to communicate and interact with our members, including about USANZ events, urological news, and information related to the industry; to organize conferences and continuing professional development events; to maintain our business records; and to otherwise manage our business. You may refuse to provide us with some or all of your personal information, however, doing so may prevent you from being able to attain membership, or reduce the services we can provide to you.

USANZ may disclose your personal information to third parties including service providers to USANZ, such as conference or event organisers, the Netwit social media platform, IT services, insurers, financial institutions, and mailing houses; our business partners and peer

professional organisations, including The Royal Australasian College of Surgeons (RACS, including as part of USANZ's involvement with the nSET Program in Urology), the Australian Urological Foundation Ltd (AUF), the Australian and New Zealand Association of Urological Surgeons (ANZAUS), and international associations where there is an agreement to provide benefits to USANZ members; our professional advisers, including lawyers, accountants and auditors; government, regulatory and law enforcement authorities; and your authorised representatives.

Our Privacy Policy (<https://www.usanz.org.au/privacy-policy/>) explains how you can seek access to, and correction of, the personal information that we hold about you, as well as our complaints handling procedures.

4.3 Event Registration Forms

4.3.1 ASM Registration Form

The ASM Registration Form will include the following personal information collection statement.

Model statement

When you register for the USANZ Annual Scientific Meeting (**ASM**) we collect your personal information to facilitate your registration, payment and attendance at the ASM, and to otherwise run our organisation. During your attendance at the ASM we may collect other personal information from you by photographing or video recording your image and/or voice for use in USANZ's promotional material for the ASM. You may refuse to provide us with some or all of your personal information, however, doing so may prevent you from being able to attend the ASM, or reduce the services we can provide to you.

We may also use your personal information to provide you with information about USANZ events, urological news, or information related to the industry. You may elect to unsubscribe to USANZ news lists by clicking the 'manage your subscription' option at the footer of the enews emails or by sending a request to communication@usanz.org.au.

We may disclose your personal information to third parties, including other members, our representatives, contractors and agents, our professional advisers, auditors and insurers and your representatives and agents. An example disclosure is that we may provide an attendees list for the ASM which includes your name, and we may publish a photograph of you at the ASM in promotional materials, social media and/or our website.

Our Privacy Policy (<https://www.usanz.org.au/privacy-policy/>) explains how you can seek access to, and correction of, the personal information that we hold about you, as well as our complaints handling procedures.

4.3.2 Other Registration Forms

USANZ conducts a range of events where personal information is collected and disclosed. These events include but are not limited to: Annual Section Meetings; Trainee Week; symposiums and workshops. In some cases, the external consultants are contracted by USANZ to provide coordination and registration services in respect of these events (ie professional conference organisers).

Registration Forms for each event will include a personal information collection statement, based on the model statement above for the ASM Registration Form. A model clause for contractor agreements is set out under point 5 below.

5. Consent to Act Forms / Terms of Reference

The following model statements are for use in committee terms of reference and consent forms.

5.1 USANZ Board Representatives on Internal Committees or Working Groups (such as Specialty Advisory Groups)

Model statement

I acknowledge that, in the course of my participation on [*insert name of USANZ internal committee or working group*] (**Committee**), I may gain access to confidential information, including personal information about identified individuals (**Confidential Information**). I undertake:

- a) to use the Confidential Information solely for the purpose of my participation on the Committee; and
- b) not to disclose the Confidential Information, except where that is necessary for the purpose of my participation on the Committee.

5.2 USANZ Board Representative on External Committees or Working Groups.

Model statement

In the course of my participation on [*insert name of committee or working group external to USANZ*], I undertake not to disclose information that is confidential to USANZ, including information about USANZ members, except:

- a) where that disclosure is necessarily implied pursuant to my appointment as a USANZ representative;
- b) with USANZ's authorisation;
- c) where I have received that information other than as a representative of USANZ and without a breach of confidentiality; and
- d) where required by law, in which case I will inform USANZ before making the disclosure, unless prohibited by law from informing USANZ.

6. Model clauses for contractors

The following model clause is for inclusion in contracts, agreements or other arrangements where an external contractor or consultant is providing Services to USANZ which the collection, storage or use of personal information.

This model clause is not intended for use in projects of major significance or projects involving the collection of sensitive health information from patients or the medical profession.

Model clause

1.1 Privacy

The Consultant acknowledges that it is a “contracted service provider” within the meaning of the *Privacy Act 1988* and agrees, in respect of the provision of the Services:

- a) to collect, use, disclose and otherwise handle personal information obtained during the course of providing the Services only for the purposes of this Agreement;
- b) to comply with the Privacy Act (even if it is not otherwise required to comply);
- c) [if the Agreement involves the Consultant collecting personal information on USANZ's behalf] to ask USANZ for an appropriate personal information collection statement, and use it at each relevant personal information collection point;
- d) to immediately notify USANZ if a data breach, or a suspected data breach, occurs;
- e) to ensure that any employee or agent of the Consultant who is required to deal with personal information for the purposes of this Agreement, is under privacy obligations equivalent to the obligations in this clause.
- f) that the provisions of clause [Insert number] survive termination or expiration of this Agreement.

2.2 Potential Data Breach

To the extent that the Consultant considers that a Potential Data Breach exists, the Consultant agrees that it will consult with USANZ as to the proper management of that Potential Data Breach. In particular, the Consultant must:

- a) without limiting clauses 1.1(c)(iii) and (iv), promptly notify USANZ of the Potential Data Breach, except where USANZ has notified the Consultant of the Potential Data Breach;
- b) provide reasonable assistance as reasonably requested by USANZ for the purposes of assessing the Potential Data Breach;
- c) have regard to USANZ's assessment of whether an eligible data breach is suspected of having occurred or is believed to have occurred;
- d) unless otherwise directed in writing by USANZ, defer (in accordance with section 26WJ of the Privacy Act) to USANZ's assessment of whether it is believed that an eligible data breach has occurred; and
- e) in relation to any notification, unless otherwise directed in writing by USANZ, defer (in accordance with section 26WM of the Privacy Act) to USANZ's notification in respect of any 'eligible data breach' that is believed to have occurred.

3.3 Defined terms

In clause 1.2, the following terms have the following meanings:

- a) **eligible data breach** has the meaning given by the Privacy Act; and
- b) **Potential Data Breach** means an event or series of events which a party considers is or could reasonably become an eligible data breach.

Roles and responsibilities

- Chief Executive Officer: responsible for acting as the main point of contact for privacy queries, requests and issues. The CEO has responsibility for constituting the Data Breach Response Team under the Data Breach Response Plan.
- USANZ Staff, Contractors and Consultants: All staff must comply with the principles set out in the Framework in the course of their collecting, managing, using and disclosing personal information. Staff involved in contracting must ensure contractors or service providers comply with the privacy laws, noting that even when a contractor or service provider is involved, USANZ must use its best efforts to ensure compliance with the Privacy Act.

Related policies, documents and legislation

- *Privacy Act 1988* (Privacy Act)
- USANZ Procedure – Data Breach Response Plan: sets out procedures and clear lines of authority for USANZ staff, members and associates in the event that USANZ experiences a data breach, or suspects that a data breach has occurred.

Definitions

- Definitions are set out in USANZ's Data Breach Response Plan.

Superseded documents

- None

Revision history

Version	Date	Notes	By
1.0	1 Aug 2018	Policy Approved	Leadership Group under delegation from the Board.
2.0	30 Nov 2019	Privacy Policy amended to include reference to Higher Logic and data storage. Attachment B added – Terms & Conditions that apply to Higher Logic Users	Board of Directors
2.0	7 Aug 2021	HWLE Advised no Changed Required. Review date reset.	Board of Directors

Review date

This Framework and related policies and procedures will be reviewed at least every 3 years by the Board. The next review date is August 2024.

Contact

Michael Nugara, Chief Executive Officer

Email: michaelnugara@usanz.org.au

USANZ's approach to privacy

This Privacy Policy applies to the collection, storage, use and disclosure by the Urological Society of Australia and New Zealand (USANZ) of your personal information. It also provides information on how you can obtain access to, or seek correction of, your personal information. USANZ is committed to safeguarding the privacy and confidentiality of your personal information. It has developed this Privacy Policy in line with the Australian Privacy Principles in the *Privacy Act 1988* (Cth).

Personal information is information that identifies you or could reasonably identify you, such as your name, contact details, and records of your dealings with USANZ. Sensitive Information is a type of personal information which includes, among other things, details about your health and medical information.

We may change this Privacy Policy from time to time. The updated Privacy Policy will be posted on our website.

Purpose for collecting personal information

USANZ collects, holds, uses and discloses your personal information for the following purposes:

- to manage USANZ operations as the peak professional body for urologists in Australia and New Zealand;
- to assess and process applications for membership;
- to communicate and interact with its members, including to provide member benefits;
- to administer the Surgical Education and Training Program in Urology through the Royal Australasian College of Surgeons;
- to organize conferences and continuing professional development events;
- to maintain its business records;
- to otherwise manage its business; and
- to carry out the activities above, as applicable, in its role as outsourced provider of secretariat services for the Australian and New Zealand Society of Cardiac and Thoracic Surgeons (ANZSCTS).

Types of personal information collected

USANZ collects the following types of information:

- *Members:* Name, contact details, payment details, information relevant to providing membership services, and USANZ's interactions with members;
- *Surgical Education and Training Program in Urology Trainees:* Name, contact details, and other information necessary to provide training to each trainee and administer the training program;
- *Business contacts:* Name, contact details and information necessary for conducting USANZ's relationship with business contacts; and
- *Applicants for employment:* Applications for employment and information from other appropriate sources, such as referees, about the applicant.

Use and disclosure of your personal information

USANZ may use your personal information to provide you with information about USANZ events, news, or information related to the industry.

You may elect to unsubscribe from USANZ news lists by clicking the 'manage your subscription' option at the footer of the enews emails or by sending a request to communication@usanz.org.au.

USANZ may disclose your personal information to third parties including:

- service providers to USANZ, including Higher Logic, IT services, insurers, financial institutions, mailing houses, etc;
- business partners and peer professional organisations, including The Royal Australasian College of Surgeons (RACS, including as part of USANZ's involvement with the nSET Program in Urology), the Australian Urological Foundation Ltd (AUF), the Australian and New Zealand Association of Urological Surgeons (ANZAUS); and international associations where there is an agreement to provide benefits to USANZ members. ;
- professional advisers, including lawyers, accountants and auditors;
- government, regulatory and law enforcement authorities;
- conference or event organisers; and
- your authorised representatives.

Our community engagement platform is provided by Higher Logic, a United States company, which stores information on that platform in the United States.

Storage and security of your personal information

We may store your personal information in any combination of data storage facilities, cloud computing facilities, or paper based files which may be operated or held by us or by third party service providers. USANZ seeks to protect the security of your personal information. USANZ has in place security measures to protect against the loss, misuse, and alteration of personal information.

USANZ employees and agents are obliged to treat any personal information confidentially.

When access to a USANZ website or portal is restricted by requiring use of a secure login (e.g. your membership login), you must ensure that your password is not disclosed or made available to others. Please contact USANZ immediately if you become aware or have reason to believe there has been any unauthorised use of your personal information in connection with the website.

Access and correction

You can request access to, and correction of, personal information about you held by USANZ by contacting:

The Honorary Secretary
USANZ
Suite 512, 180 Ocean Street
Edgecliff NSW 2027
secretary@usanz.org.au

If USANZ refuses access, we will provide you with a written notice stating our reasons for refusing access. USANZ may seek to recover from you reasonable costs incurred for providing you with access to any of the personal information about you held by USANZ.

USANZ is not obliged to correct any of your personal information if it does not agree that it requires correction and it may refuse to do so. If USANZ refuses a correction request, we will provide you with a written notice stating our reasons for refusing.

Questions and complaints

If you have any questions in relation to this Privacy Policy, or if you have a complaint about the way in which USANZ has handled your personal information, please contact the Honorary Secretary by email at secretary@usanz.org.au .

Last updated: 30 November 2019

KEY POINTS

- DON'T include any details in your messages that may identify patients.
- DON'T assume that messages on this site will be, or remain, confidential - however, you should maintain the confidentiality of material posted by other members.
- DO use pseudonyms for your patients and change any patient details that are not relevant to the particular matter (e.g. patient's location and occupation).
- DO respect all other members and never harass, attack or threaten others in a discussion.
- DO let us know via the Contact Us link on this site if you think other members are breaching these Terms and Conditions.

Thank you for being part of USANZ's online community. To ensure the best possible experience for all members, we have established these Terms and Conditions. By joining and using this community, you agree to abide by these Terms and Conditions.

USANZ's online community gives our members the chance to interact, engage and build value. We hope that you will use this site to solicit the advice of your colleagues, benefit from their experience, and participate in an ongoing conversation.

In addition to these Terms and Conditions, your access and use of this site is subject to our Privacy Policy: available at <https://usanz.org.au/society/future/policy-framework/society-policies-procedures/privacy-policy/>. This site is operated by Higher Logic, LLC. Its terms and conditions and privacy policy are available at <https://higherlogic.com>.

If you have questions, please contact via the Contact Us link on this site or via the following email address: secretary@usanz.org.au.

In order to preserve a climate that encourages both civil and fruitful dialogue, we reserve the right, at our sole discretion, to moderate conversations, and suspend or terminate membership in this community for anyone who we believe violates these Terms and Conditions. If you see a member engage in conduct that may breach these Terms and Conditions, please contact president@usanz.org.au so that we can assess whether we need to intervene.

The Rules

- Don't use any details in your messages or attachments to your messages (such as scans) that may identify a patient. Always use pseudonyms rather than real names and change any details that are not necessary to your medical findings or to answering other members' questions (e.g. a patient's area of residence or occupation, where it permits, obscuring identifying details on scans, etc.).
- Don't disclose any information included in messages by other members outside the online community. Ensure you maintain confidentiality at all times.
- The USANZ online community is for USANZ members only. Do not allow non-members to access or use the online community through your account or otherwise. In particular, do not share your account or password with anyone else.
- Treat other members with professional courtesy and respect.

- Don't attack others. The discussions and messages are meant to stimulate conversation not to create contention. Let others have their say, just as you may.
- Don't post commercial messages on this site. You must not use this site for any generalised marketing, advertising, promotion, sale or supply of any product, service or commercial offering. Contact people directly with product and service information if you believe it would help them. This does not extend to promotional material about educational or similar opportunities.
- Be aware that messages you post on this site are available for all to see, and are subject to Australian laws, including defamation and competition laws.
- All misleading, deceptive, false, defamatory, abusive, menacing, hateful, profane, threatening, offensive, or illegal communications are strictly prohibited. Do not post anything that you would not want the world to see or that you would not want anyone to know came from you.
- Please note carefully all items listed below, particularly regarding the copyright ownership of material you post.
- Remember that, unless you specify otherwise, other members have the right to reproduce on this site messages created by you.
- Post your message or documents only to the most appropriate lists or libraries. Do not spam several lists or libraries with the same message.
- All messages must add to the body of knowledge. We reserve the right to reject any message for any reason.

Discussion Group Etiquette

- Include a signature tag on all messages.
- State concisely and clearly the topic of your messages in the subject line. This allows members to respond more appropriately to your messages and makes it easier for members to search the archives by subject.
- Include only the relevant portions of the original message in your reply. Delete any header information and put your response before the original message.
- Only send a message to the entire list when it contains information that everyone can benefit from.
- Send messages such as "thanks for the information" or "me, too" to individuals--not to the entire list. [Do this by using the "Reply to Sender" link to the left of every message].
- Do not send administrative messages, such as "remove me from the list". Instead, please contact USANZ via the Contact Us link on this site or via the following email address: secretary@usanz.org.au.

The Legal Stuff

This site is provided as a service for the members of USANZ. USANZ does not endorse and is not responsible for the opinions and information posted on this site by others and disclaims any responsibility for that material. To the fullest extent permitted by law: (a) the site is provided on an "as is" basis only; (b) USANZ provides no express or implied warranty or guarantee of any kind in relation to it or the content posted on this site, whether posted by USANZ, a member, or any third party; and (c) in no event will USANZ be liable for any special, indirect, or consequential damages or

any damages whatsoever resulting from loss of use, data, or profits, arising out of or in connection with the use or performance of any information posted on this site.

Although USANZ seeks to ensure only members have access to this site, you should compose messages on the understanding that material you post may become accessible by non-members and may not be kept confidential.

Members of this site warrant that the material that they post:

- is not false, misleading, deceptive, defamatory, abusive, profane, threatening, offensive, or illegal;
- is their own original work, and/or they have the right to make the material available to the site;
- does not infringe any rights of third parties;
- does not encourage or facilitate (or could be construed to give rise to) any arrangement, agreement or understanding with other members that expressly or impliedly leads to price fixing, a boycott of a business or other conduct that could illegally restrict competition; and
- is not commercial promotional material about them or about any business that they may be associated with. This does not extend to promotional material about educational or similar opportunities.

You accept all liability for any breach of these Terms and Conditions, and USANZ does not accept responsibility for the site's infringement of your or any third party's intellectual property rights. Members should be particularly wary of any messages discussing actual prices or profit margins; customer or territory allocations; and rejection or boycotting of customers or suppliers. In addition, you grant USANZ and the other members of this site a royalty-free and non-exclusive licence to reproduce, publish, and communicate the material for the purposes of the site.

USANZ does not actively monitor the site for inappropriate messages and does not undertake editorial control of messages, but does reserve the right to delete or amend messages that breach any part of these Terms and Conditions. In the event that any inappropriate message is brought to the attention of USANZ we will consider whether to intervene, possibly by deleting or amending a message or taking action against the member in question. We may assign this responsibility to a third party.

USANZ reserves the right to terminate a member's access to this site without notice where the member does not abide by these Terms and Conditions. In addition to any rights under our Privacy Policy, if a message posted by a member could constitute a criminal offence or gives rise to a civil action, we may disclose any information we hold about that member at our discretion. In the most extreme cases, we may also seek damages and costs (including legal fees) from the member that we may incur as a result of that member's breach of these Terms and Conditions.

USANZ may change these Terms and Conditions from time to time. USANZ will post any new version of the Terms and Conditions on the site. Members will be taken to have agreed to these Terms and Conditions as amended by continuing to use the site.

This site is intended for the use of USANZ members only. These Terms and Conditions are governed by the laws of New South Wales, and members and USANZ submit to the exclusive jurisdiction of the courts of New South Wales. We appreciate that this site may be accessed from outside Australia. However, we make no representations as to the compliance of this site with the laws of other jurisdictions. Members who choose to access the site from locations outside of Australia do so at their own risk and are responsible for compliance with overseas local laws and regulations.