



Dated May 2016

Confidentiality Declaration

Who must sign the confidentiality declaration?

This confidentiality declaration must be signed by all persons who, in the capacity of their professional role, studies, or contractual duties, have access to information belonging to UZH that is subject to the duty of confidentiality or special protection.

Such persons include:

- External staff contracted by UZH, staff of contracted companies, staff of contracted public bodies; or
- Student assistants and trainees working at UZH as well as teaching and research assistants without an employment relationship with UZH; or
- Participants in courses or research projects in human medicine/dentistry/psychology, if it cannot be excluded that an individual participant could gain knowledge of patient data during the course or project.

Persons who carry out their activities in the scope of an employment relationship with UZH are not required to sign this confidentiality declaration.

Person subject to the duty of confidentiality

Last name	
First name	
Date of birth	
If applicable, name and address of the contracted company or the contracted public body	

Which facts must be kept confidential? What is protected?

1. UZH is an **independent legal entity of the Canton of Zurich** with its own legal personality. As such, UZH must enforce its right of control and right of instruction vis-à-vis all persons (e.g. employees, students, and service providers) who, in the capacity of their professional role, studies, or contractual duties, have access to information belonging to UZH that is subject to the duty of confidentiality or special protection; UZH must furthermore inform these persons of their obligation to observe all duties of data protection and to maintain official secrecy, manufacturing and trade secrecy, and, where applicable, professional confidentiality when processing personal data.
2. **Official secrecy** is a statutory duty of confidentiality that applies to all members of a public authority, and thus to all UZH employees. It prohibits the disclosure of facts that are neither public knowledge nor generally accessible, but that are confided to a UZH employee in the context of his/her official or professional role, or that have become known to the employee while carrying out



this role. Official secrecy also applies to service providers who process information on behalf of UZH. When fulfilling a contract, such service providers act in the capacity of ancillary staff of UZH and must therefore comply with the same duty of confidentiality as UZH employees. They must not only uphold official secrecy vis-à-vis private individuals and the press but also vis-à-vis other public authorities that do not require the information in order to fulfill their statutory duties and that otherwise have no supervisory authority over UZH. Official secrecy also applies after termination of the official or professional role.

3. **Professional confidentiality** is a statutory duty of confidentiality that applies to certain professional groups at UZH and their ancillary staff. Such professional groups include, for example, doctors, dentists, and psychologists. Ancillary staff includes all persons who support members of the above-named professional groups (e.g. nursing staff, teaching and research assistants, and secretarial staff). Professional confidentiality prohibits the disclosure of facts that have been entrusted to members of the above-named groups as a result of their profession or that have become known to them or their ancillary staff in the context of their professional role. Alone the fact that a person is being treated by a member of a professional group is subject to confidentiality. The same duty of confidentiality applies to all persons who have obtained confidential information in the context of research on human beings in accordance with the Human Research Act (i.e. research into human diseases and the development and functioning of the human body, e.g. anatomy, physiology, and genetics). Professional confidentiality also applies to students who work as assistants in the above-named professional groups or who conduct research in accordance with the Human Research Act and, in the context of their work, gain knowledge of a fact that has been entrusted to members of a professional group as a result of their profession; this also applies to students who have become aware of such information in the context of their role as a student assistant or when conducting research. The duty of confidentiality must also be upheld vis-à-vis fellow students if the latter have not already gained knowledge of the facts by attending the same courses. Professional confidentiality also applies after termination of the professional role or of studies.
4. **Manufacturing secrecy** and trade secrecy are statutory duties of confidentiality that apply to all persons who are statutorily or contractually obliged to maintain confidentiality, for example, due to an employment contract or a service contract. These duties prohibit the disclosure of company-related facts, of facts that are known or available only to a limited number of people, and facts for which the owner of the confidential information has a legitimate interest in maintaining secrecy. UZH is protected by these duties to maintain confidentiality when it operates in the private sector, e.g. when running continuing education programs, conducting research on behalf of private enterprises, offering consultancy services, and providing expert opinions. Manufacturing secrets concern production processes; this includes manufacturing and construction procedures, know-how, and research findings. Trade secrets concern the non-technical, commercial sphere; this includes purchase and supply sources and contractual partners. Manufacturing and trade secrecy also apply after termination of the contractual relationship.
5. In addition to the duties of confidentiality listed above, public bodies of the Canton of Zurich such as UZH must comply with certain **obligations stipulated in the Act on Information and Data Protection (Gesetz über die Information und den Datenschutz [IDG])** to avoid breaching the personality rights of affected parties (e.g. employees, students, test persons, or service providers) when processing personal data. Personal data is information that relates to a specific or (via additional information) identifiable private individual or legal entity, for instance, name, address, photo, personal/student/patient/telephone number, or e-mail address. The term “process” refers to any instance of handling information such as obtaining, saving, using, editing, granting access to, forwarding, publishing, or destroying information. UZH may only process personal data if such measures are necessary and suited to fulfilling its statutory obligations under § 2 of the University



Act of the Canton of Zurich (UniG). Appropriate organizational and technical measures must be taken to protect personal data from incidental, unauthorized, or unlawful access, modification, or publication, as well as from loss or destruction. As a consequence, access to personal data is granted exclusively to persons whose functions and duties require such information. Depending on the particular circumstances, additional restrictions, such as special obligations to inform or contingency on consent of the affected party, apply to processing special personal data. Special personal data comprise information that is particularly vulnerable to a breach of privacy due to its significance, the manner of processing, or the possibility to link it with other information. This includes information on religious, ideological, political or unionist views and activities, information on health and the private sphere, race or ethnic origin, use of social benefits, and/or administrative or criminal proceedings or penalties. Special personal data also include collections of information that enable a compilation of key personality traits of a private individual (personality profile).

The signatory undertakes the following measures regarding all information and personal data he/she gains knowledge of while fulfilling his/her role at UZH:

- All information and personal data as well as IT resources such as programs, databases, networks, passwords, access regulations, security measures, etc. are **to be used solely for the intended purposes stipulated by the professional role/studies/contractual duties and in accordance with the directives of the competent office at UZH.**
- No information or personal data **is to be removed from the premises of UZH or made accessible to third parties**, either in full or in part, **in any shape or form**, regardless of the storage medium (e.g. hard copy, CD, memory chip), either as an original or a copy, **without the express permission of the competent office at UZH.**
- **Absolutely no rights** to information and personal data **can be asserted**, in particular to property rights, license rights, reproduction rights, usage rights, or other protective rights.
- **Upon termination of the role at UZH**, all documents, storage media, or other documents containing information or personal data belonging to UZH, including any backup files that have been created or automatically produced, **must be returned or destroyed on request** of the competent office at UZH.
- **All irregularities** in connection with conducting role-related activities must be **reported** to the competent office at UZH **without delay.**

The signatory undertakes to comply with the above-named duties of confidentiality and due diligence, which, if breached, can result in criminal and/or civil prosecution. The signatory confirms that he/she has taken note of the enclosed excerpts from the Swiss Criminal Code (articles 162, 320, 321, and 321bis SCC), the University Act of the Canton of Zurich (§ 1, 2 UniG), and the act on information and Data Protection of the Canton of Zurich (*Gesetz über die Information und den Datenschutz [IDG]*) (§ 6, 7, 8, 9, 11, 40 IDG).

(Place, Date, and Signature)



Excerpts from Legislation

Article 162 of the Swiss Criminal Code (Breach of manufacturing or trade secrecy)
Any person who betrays a manufacturing or trade secret that he is under a statutory or contractual duty contract not to reveal,
any person who exploits for himself or another such a betrayal,
is liable on complaint to a custodial sentence not exceeding three years or to a monetary penalty.

Article 320 of the Swiss Criminal Code (Breach of official secrecy)
1. Any person who discloses secret information that has been confided to him in his capacity as a member of an authority or as a public official or which has come to his knowledge in the execution of his official duties is liable to a custodial sentence not exceeding three years or to a monetary penalty.
A breach of official secrecy remains an offense following termination of employment as a member of an authority or as a public official.
2. The offender is not liable to any penalty if he has disclosed the secret information with the written consent of his superior authority.

Article 321 of the Swiss Criminal Code (Breach of professional confidentiality)
1. Any person who in his capacity as a member of the clergy, lawyer, defence lawyer, notary, patent attorney, auditor subject to a duty of confidentiality under the Code of Obligations, doctor, dentist, chiropractor, pharmacist, midwife, psychologist or as an auxiliary to any of the foregoing persons discloses confidential information that has been confided to him in his professional capacity or which has come to his knowledge in the practice of his profession is liable on complaint to a custodial sentence not exceeding three years or to a monetary penalty.
A student who discloses confidential information that has come to his knowledge in the course of his studies is also liable to the foregoing penalties.
A breach of professional confidentiality remains an offence following the termination of professional employment or of the studies.
2. No offence is committed if the person disclosing the information does so with the consent of the person to whom the information pertains or on the basis of written authorization issued in response to his application by a superior authority or supervisory authority.
3. The federal and cantonal provisions on the duty to testify and on the obligation to provide information to an authority are reserved.

Article 321^{bis} of the Swiss Criminal Code (Breach of professional confidentiality in research involving human beings)
1. Any person who discloses without authorisation a professional secret that has come to his knowledge in the course of his research activities involving human beings in accordance with the Human Research Act of 30 September 2011 is liable to a penalty in accordance with Article 321.
2. Professional secrets may be disclosed for the

purpose of research into human diseases and concerning the structure and function of the human body if the requirements of Article 34 of the Human Research Act of 30 September 2011 are met and authorisation for disclosure has been obtained from the responsible ethics committee.

§ 1 University Act of the Canton of Zurich (legal form)
1 The University is an independent legal entity of the Canton with its own legal personality.
2 The University plans, regulates, and conducts its affairs independently within the framework of the constitution and prevailing law.

§ 2 University Act of the Canton of Zurich (purpose and mission)
1 The University conducts academic research and teaching in the interest of the greater community. It also provides services related to this purpose.
2 The University provides academic education. In so doing, it creates the basis for the pursuit of academic activities and careers.
3 The University fosters continuing academic education and promotes junior academics.

§ 6 Act on Information and Data Protection of the Canton of Zurich (*Gesetz über die Information und den Datenschutz des Kantons Zürich*) (processing information under a contract)
1 The public body is entitled to delegate the task of processing information to third parties unless otherwise specified in a legal provision or contractual agreement.
2 It remains responsible for handling information in accordance with this act.

§ 7 Act on Information and Data Protection of the Canton of Zurich (*Gesetz über die Information und den Datenschutz des Kantons Zürich*) (information security)
1 The public body takes appropriate organizational and technical measures to protect information.
2 The measures comply with the following security aims:
a. Information must not be unlawfully disclosed;
b. Information must be correct and complete;
c. Information must be available upon request;
d. It must be possible to delegate processing the information to a single person;
e. Changes to the information must be identifiable and logical.
3 The measures selected must be appropriate to the type of information, the type and purpose of use, and in keeping with the latest technology.

§ 8 Act on Information and Data Protection of the Canton of Zurich (*Gesetz über die Information und den Datenschutz des Kantons Zürich*) (lawfulness)
1 The public body has the right to process personal data if such measures are necessary and suited to fulfilling its statutory obligations.



§ 9 Act on Information and Data Protection of the Canton of Zurich (*Gesetz über die Information und den Datenschutz des Kantons Zürich*) (purpose limitation)

1 The public body may only process personal data for the purposes for which they have been collected, unless a legal provision expressly defines another use or the affected person grants consent on an individual basis.

§ 11 Act on Information and Data Protection of the Canton of Zurich (*Gesetz über die Information und den Datenschutz des Kantons Zürich*) (data avoidance)

1 The public body manages its data processing systems and programs to ensure it collects the lowest amount of personal data as possible when fulfilling its duties.

2 It deletes, anonymizes, or pseudonymizes such personal data as quickly as possible provided this can be done.

§ 40 Act on Information and Data Protection of the Canton of Zurich (*Gesetz über die Information und den Datenschutz des Kantons Zürich*) (processing of personal data in breach of contract)

1 Any persons who are contracted in accordance with § 6 and who use personal data on their own behalf or that of others, or who disclose it to others without the express permission of the contracting public body will be fined.

2 The Offices of the District Examining Magistrate are responsible for investigating and assessing infringements.