



## Privacy Policy Collection Statement

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## **PREAMBLE**

From time to time the Australian Institute of Marine Science (AIMS) is required to collect personal information and sometimes sensitive information from:

- Consultants;
- Contractors;
- Employees;
- Officers;
- Overseas visitors;
- Potential employees;
- Students;
- Visiting lecturers;
- Visiting scientists; and
- Visitors.

In order for AIMS to carry out its functions fully and to aid in the administration of those persons visiting or working at AIMS, AIMS is required to collect personal information and sometimes sensitive information.

AIMS will collect your personal information primarily, by requiring you to complete and submit a number of forms, either written or electronically.

AIMS will only collect information from you, that is necessary for AIMS to carry out its functions and activities.

## **SENSITIVE INFORMATION**

As a result of:

- Officers, employees and visitors returning from overseas;
- The nature of the work conducted at AIMS;
- The remote locality of AIMS; and
- The obligation placed on AIMS to provide a safe working environment to its officers, employees and visitors, it is often necessary that AIMS collects sensitive information, including information relating to your health and where necessary requires the full and frank disclosure of your health information.

All information collected by AIMS will be dealt with in accordance with this Policy

## 1. DEFINITIONS AND INTERPRETATION

### 1.1. Definitions

In this Policy:

- 1.1.1. “**Agency**” has the same meaning as defined in the *Privacy Act 1988*.
- 1.1.2. “**AIMS**” means the Australian Institute of Marine Science (ABN 78 961 616 230) a body corporate established under the *Australian Institute of Marine Science Act 1970* (Cth) and continued in existence under the *Australian Institute of Marine Science Act 1972* (Cth) with its principle office at Cape Ferguson, Queensland, Australia.
- 1.1.3. “**AIMS Privacy Officer**” means the person as detailed in Schedule Three.
- 1.1.4. “**Commissioner**” means the Privacy Commissioner.
- 1.1.5. “**IPP**” means the National Privacy Principals as contained in Schedule Three of the *Privacy Act 1988* as amended.
- 1.1.6. “**Privacy Act**” means the *Privacy Act 1988* (Commonwealth) as amended.

## 2. COLLECTION

- 2.1. AIMS will only collect personal information that is necessary for AIMS to carry out its functions and activities.
- 2.2. AIMS will only collect personal information by lawful and fair means and not in an unreasonably intrusive way.
- 2.3. At or before the time (or if that is not practicable, as soon as practicable thereafter) that AIMS collects personal information, AIMS will take reasonable steps to ensure that you (the information provider) are aware of:
  - 2.3.1. Who AIMS is and how to contact AIMS;
  - 2.3.2. Your ability to gain access to the information held by AIMS about you;
  - 2.3.3. The purpose of which the information has been collected;
  - 2.3.4. The organization (or the types of organizations) to which AIMS usually discloses information of that kind;
  - 2.3.5. Any law that requires that particular information to be collected; and
  - 2.3.6. The consequences (if any) for you if all or part of the information is not provided.
- 2.4. AIMS will endeavour where reasonable and practicable to collect your personal information directly from you.
- 2.5. If AIMS collects personal information about you from someone else AIMS, will take reasonable steps to ensure that you have been made aware, and the person that we are collecting the information from has been made aware, of the matters listed in sub clause 2.3 except to the extent that making the other person aware of the matters would pose a serious threat to the life or health of any individual.

### 3. USE AND DISCLOSURE

- 3.1. AIMS will not use or disclose personal information about you for a purpose (the **secondary purpose**) other than the primary purpose for which the personal information was collected unless:
  - 3.1.1. Both of the following apply:
    - 3.1.1.1. The secondary purpose is related to the primary purpose of collection and, if the personal information is sensitive information, directly related to the primary purpose of collection; and
    - 3.1.1.2. You would reasonably expect AIMS to use or disclose the information for the secondary purpose; or
  - 3.1.2. You have consented to the use or disclosure; or
  - 3.1.3. If the information is health information and the use or disclosure is necessary for research, or the compilation or analysis of statistics, relevant to public health or public safety:
    - 3.1.3.1. It is impracticable for AIMS to seek your consent before the use or disclosure; and
    - 3.1.3.2. The use or disclosure is conducted in accordance with guidelines approved by the Commissioner under section 95A of the Privacy Act for the purposes of this subparagraph; and
    - 3.1.3.3. In the case of disclosure - AIMS reasonably believes that the recipient of the health information will not disclose the health information, or personal information derived from the health information; or
  - 3.1.4. AIMS reasonably believes that the use or disclosure is necessary to lessen or prevent:
    - 3.1.4.1. A serious and imminent threat to an individual's life, health or safety; or
    - 3.1.4.2. A serious threat to public health or public safety; or
  - 3.1.5. AIMS has reason to suspect that unlawful activity has been, is being or may be engaged in, and uses or discloses the personal information as a necessary part of its investigation of the matter or in reporting its concerns to relevant persons or authorities; or
  - 3.1.6. The use or disclosure is required or authorised by or under law; or
  - 3.1.7. AIMS reasonably believes that the use or disclosure is reasonably necessary for one or more of the following by or on behalf of an enforcement body:
    - 3.1.7.1. The prevention, detection, investigation, prosecution or punishment of criminal offences, breaches of a law imposing a penalty or sanction or breaches of a prescribed law;

- 3.1.7.2. The enforcement of laws relating to the confiscation of the proceeds of crime;
  - 3.1.7.3. The protection of the public revenue;
  - 3.1.7.4. The prevention, detection, investigation or remedying of seriously improper conduct or prescribed conduct;
  - 3.1.7.5. The preparation for, or conduct of, proceedings before any court or tribunal, or implementation of the orders of a court or tribunal.
- 3.2. If AIMS uses or discloses personal information under paragraph 3.1.7, it must make a written note of the use or disclosure.
- 3.3. Sub clause 3.1 operates in relation to personal information that AIMS has collected from a related body corporate as if AIMS primary purpose of collection of the information were the primary purpose for which the related body corporate collected the information.
- 3.4. Despite sub clause 3.1, in the event that AIMS provides a health service to you, AIMS may disclose health information about you to a person who is responsible for you if:
- 3.4.1. You:
    - 3.4.1.1. Are physically or legally incapable of giving consent to the disclosure; or
    - 3.4.1.2. Physically cannot communicate consent to the disclosure; and
  - 3.4.2. A natural person (the **carer**) providing the health service for AIMS is satisfied that either:
    - 3.4.2.1. The disclosure is necessary to provide appropriate care or treatment of you; or
    - 3.4.2.2. The disclosure is made for compassionate reasons; and
  - 3.4.3. The disclosure is not contrary to any wish:
    - 3.4.3.1. Expressed by you before you became unable to give or communicate consent; and
    - 3.4.3.2. Of which the carer is aware, or of which the carer could reasonably be expected to be aware; and
  - 3.4.4. The disclosure is limited to the extent reasonable and necessary for a purpose mentioned in paragraph 3.4.2.
- 3.5. For the purposes of sub clause 3.4, a person is *responsible* for you if the person is:
- 3.5.1. Your parent; or
  - 3.5.2. A child or sibling of you and at least 18 years old; or
  - 3.5.3. Your spouse or de facto spouse; or

- 3.5.4. A relative of you, at least 18 years old and a member of your household;  
or
  - 3.5.5. Your guardian; or
  - 3.5.6. Exercising an enduring power of attorney granted by you that is exercisable in relation to decisions about your health; or
  - 3.5.7. A person who has an intimate personal relationship with you; or
  - 3.5.8. A person nominated by you to be contacted in case of emergency.
- 3.6. In sub clause 3.5:
- 3.6.1. **child** of an individual includes an adopted child, a step-child and a foster-child.
  - 3.6.2. **parent** includes a step-parent, adoptive parent and a foster-parent.
  - 3.6.3. **relative** means a grandparent, grandchild, uncle, aunt, nephew or niece.
  - 3.6.4. **sibling** includes a half-brother, half-sister, adoptive brother, adoptive sister, step-brother, step-sister, foster-brother and foster-sister.

#### **4. DATA QUALITY**

AIMS will take reasonable steps to make sure that the personal information it collects, uses or discloses is accurate, complete and up-to-date.

#### **5. DATA SECURITY**

- 5.1. AIMS will take reasonable steps to protect the personal information it holds from misuse and loss and from unauthorized access, modification or disclosure.
- 5.2. AIMS will take reasonable steps to destroy or permanently de-identify personal information if it is no longer needed for any purpose for which the information may be used or disclosed under Clause 3 or NPP 2.

#### **6. OPENNESS**

- 6.1. AIMS will make this document available to anyone who asks for it.
- 6.2. This Privacy Policy and Collection Statement is available through the AIMS Privacy Officer.
- 6.3. On request by you, AIMS will take reasonable steps to let you know, generally, what sort of personal information it holds, for what purposes, and how it collects, holds, uses and discloses that information.

## 7. ACCESS AND CORRECTION

- 7.1. On request by you, and if AIMS holds personal information about you, AIMS will provide you with access to the information, except to the extent that:
- 7.1.1. In the case of personal information other than health information—providing access would pose a serious and imminent threat to the life or health of any individual; or
  - 7.1.2. In the case of health information—providing access would pose a serious threat to the life or health of any individual; or
  - 7.1.3. Providing access would have an unreasonable impact upon the privacy of other individuals; or
  - 7.1.4. The request for access is frivolous or vexatious; or
  - 7.1.5. The information relates to existing or anticipated legal proceedings between AIMS and you, and the information would not be accessible by the process of discovery in those proceedings; or
  - 7.1.6. Providing access would reveal the intentions of AIMS in relation to negotiations with you in such a way as to prejudice those negotiations; or
  - 7.1.7. Providing access would be unlawful; or
  - 7.1.8. Denying access is required or authorised by or under law; or
  - 7.1.9. Providing access would be likely to prejudice an investigation of possible unlawful activity; or
  - 7.1.10. Providing access would be likely to prejudice:
    - 7.1.10.1. The prevention, detection, investigation, prosecution or punishment of criminal offences, breaches of a law imposing a penalty or sanction or breaches of a prescribed law; or
    - 7.1.10.2. The enforcement of laws relating to the confiscation of the proceeds of crime; or
    - 7.1.10.3. The protection of the public revenue; or
    - 7.1.10.4. The prevention, detection, investigation or remedying of seriously improper conduct or prescribed conduct; or
    - 7.1.10.5. The preparation for, or conduct of, proceedings before any court or tribunal, or implementation of its orders;  
by or on behalf of an enforcement body; or
  - 7.1.11. An enforcement body performing a lawful security function asks the organisation not to provide access to the information on the basis that providing access would be likely to cause damage to the security of Australia.
- 7.2. However, where providing access would reveal evaluative information generated within AIMS in connection with a commercially sensitive decision-making process, AIMS may give you an explanation for the commercially sensitive decision rather than direct access to the information.

- 7.3. If AIMS is not required to provide you with access to the information because of one or more of paragraphs 7.1.1 to 7.1.11 (inclusive), AIMS will, if reasonable, consider whether the use of mutually agreed intermediaries would allow sufficient access to meet the needs of both parties.
- 7.4. In providing access to personal information, AIMS may charge for its costs provided those charges:
- 7.4.1. Are not excessive; and
  - 7.4.2. Do not apply to lodging a request for access.
- 7.5. If AIMS holds personal information about you and you are able to establish that the information is not accurate, complete and up-to-date, AIMS will take reasonable steps to correct the information so that it is accurate, complete and up-to-date.
- 7.6. If you and AIMS disagree about whether the information is accurate, complete and up-to-date, and you ask AIMS to associate with the information a statement claiming that the information is not accurate, complete or up-to-date, AIMS will take reasonable steps to do so.
- 7.7. AIMS will provide reasons for denial of access or a refusal to correct personal information.

## 8. IDENTIFIERS

- 8.1. AIMS will not adopt as its own identifier of an individual an identifier of the individual that has been assigned by:
- 8.1.1. An Agency; or
  - 8.1.2. An agent of an Agency acting in its capacity as agent; or
  - 8.1.3. A contracted service provider for a Commonwealth contract acting in its capacity as contracted service provider for that contract.
- 8.2. However, sub clause 8.1 does not apply to the adoption by a prescribed organisation of a prescribed identifier in prescribed circumstances.
- 8.3. AIMS will not use or disclose an identifier assigned to an individual by an agency, or by an agent or contracted service provider mentioned in sub clause 8.1, unless:
- 8.3.1. The use or disclosure is necessary for AIMS to fulfill its obligations to the agency; or
  - 8.3.2. One or more of paragraphs 3.1.5 to 3.1.7 (inclusive) apply to the use or disclosure; or
  - 8.3.3. The use or disclosure is by a prescribed organisation of a prescribed identifier in prescribed circumstances.
- 8.4. In this clause:
- 8.4.1. **identifier** includes a number assigned by an organisation to an individual to identify uniquely the individual for the purposes of the organisation's operations. However, an individual's name or ABN (as defined in the *A New Tax System (Australian Business Number) Act 1999*) is not an **identifier**.



## **9. ANONYMITY**

Where it is lawful and practicable, you will have the option of not identifying yourself when entering into transactions with AIMS.

## **10. TRANSBORDER DATA FLOWS**

- 10.1. AIMS may transfer personal information about you to someone (other than AIMS or yourself) who is in a foreign country only if:
  - 10.1.1. AIMS reasonably believes that the recipient of the information is subject to a law, binding scheme or contract which effectively upholds principles for fair handling of the information that are substantially similar to the National Privacy Principles; or
  - 10.1.2. You consent to the transfer; or
  - 10.1.3. The transfer is necessary for the performance of a contract between you and AIMS, or for the implementation of pre-contractual measures taken in response to your request; or
  - 10.1.4. The transfer is necessary for the conclusion or performance of a contract concluded in the interest of you between AIMS and a third party; or
  - 10.1.5. All of the following apply:
    - 10.1.5.1. The transfer is for the benefit of you;
    - 10.1.5.2. It is impracticable to obtain your consent to that transfer;
    - 10.1.5.3. If it were practicable to obtain such consent, you would be likely to give it; or
  - 10.1.6. AIMS has taken reasonable steps to ensure that the information which it has transferred will not be held, used or disclosed by the recipient of the information inconsistently with the National Privacy Principles.

## **11. SENSITIVE INFORMATION**

- 11.1. AIMS will not collect sensitive information about an individual unless:
  - 11.1.1. The individual has consented; or
  - 11.1.2. The collection is required by law; or
  - 11.1.3. The collection is necessary to prevent or lessen a serious and imminent threat to the life or health of any individual, where the individual whom the information concerns:
    - 11.1.3.1. Is physically or legally incapable of giving consent to the collection; or
    - 11.1.3.2. Physically cannot communicate consent to the collection; or
  - 11.1.4. The collection is necessary for the establishment, exercise or defence of a legal or equitable claim.

- 11.2. Despite sub clause 11.1, AIMS may collect health information about an individual if:
  - 11.2.1. The information is necessary to provide a health service to you; and
  - 11.2.2. The information is collected:
    - 11.2.2.1. As required by law (other than The Privacy Act); or
    - 11.2.2.2. In accordance with rules established by competent health or medical bodies that deal with obligations of professional confidentiality which might bind AIMS.
- 11.3. Despite sub clause 11.1, AIMS may collect health information about you if:
  - 11.3.1. The collection is necessary for any of the following purposes:
    - 11.3.1.1. Research relevant to public health or public safety;
    - 11.3.1.2. The compilation or analysis of statistics relevant to public health or public safety;
    - 11.3.1.3. The management, funding or monitoring of a health service; and
  - 11.3.2. That purpose cannot be served by the collection of information that does not identify you or from which your identity cannot reasonably be ascertained; and
  - 11.3.3. It is impracticable for AIMS to seek your consent to the collection; and
  - 11.3.4. The information is collected:
    - 11.3.4.1. As required by law (other than the Privacy Act); or
    - 11.3.4.2. In accordance with rules established by competent health or medical bodies that deal with obligations of professional confidentiality which may bind AIMS; or
    - 11.3.4.3. In accordance with guidelines approved by the Commissioner under section 95A of the Privacy Act.
- 11.4. If AIMS collects health information about you in accordance with sub clause 11.3, AIMS will take reasonable steps to permanently de-identify the information before AIMS discloses it.

## **12. ELECTRONIC TRANSMISSIONS (EMAIL)**

All emails originating from AIMS or from AIMS email accounts must contain the disclaimer/wording as contained in Schedule One and as amended from time to time.

## **13. FACSIMILE TRANSMISSIONS**

All facsimile transmissions originating from AIMS must contain the disclaimer/wording contained in Schedule Two and as amended from time to time.

## **SCHEDULE 1 – DISCLAIMER**

The information contained within this transmission is for the use of the intended recipient only and may contain confidential and/or legally privileged material and/or material the subject of copyright and/or personal information and/or sensitive information that is subject to the *Privacy Act* 1988. Any review, re-transmission, disclosure, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you have received this email in error please notify the AIMS Privacy Officer on (07) 4753 4444 and delete all copies of this transmission together with any attachments.

## **SCHEDULE 2 – DISCLAIMER**

This facsimile message contains information which is confidential and that may be subject to either the Copyright Act 1968, Privacy Act 1988, confidentiality agreements or legal privilege. If you are not the intended recipient, you must not peruse, use, distribute or copy this message. If you have received this message in error, please notify AIMS immediately by return facsimile or telephone (07) 4753 4444 and immediately return the original message to us by mail.

## **SCHEDULE 3 – PRIVACY OFFICER**

Contact details for AIMS Privacy Officer:

(07) 4753 4444  
privacy@aims.gov.au