



## **Declaration of confidentiality**

### **Legal basis / data protection**

The Act on Information and Data Protection (IDG) requires the University of Zurich (UZH) to take appropriate organisational and technical measures to protect information (personal data and, where applicable, material data) against accidental, unauthorised or unlawful access, alteration or disclosure and against loss or destruction. In addition, it may also be necessary to treat information confidentially for other reasons. In order to ensure this, UZH must bind commissioned third parties to keep said information confidential. This declaration of confidentiality serves this purpose.

### **Target group**

This declaration of confidentiality must be signed by all persons who, in the course of their work or in the context of a collaboration with UZH, have access to UZH confidential information that must be kept secret, for example due to data protection obligations. Employees of the UZH do not have to sign this confidentiality declaration. The information they receive is already protected by official secrecy.

### **Confidentiality obligations**

1. The signatory pledges to maintain the confidentiality of information of which he/she becomes aware in the course of his/her assignment or collaboration with the UZH and which is neither public knowledge nor generally accessible.
2. The signatory acknowledges that he/she is obliged to comply with the provisions of the Act on Information and Data Protection (IDG) during the course of his/her assignment or collaboration with the UZH.
3. The signatory pledges to process data and information exclusively for the purposes stipulated in the assignment or the cooperation agreement and to only pass them on to third parties with the express consent of the UZH. Upon termination of the assignment or the cooperation, the signatory is also obliged to return all documents, data carriers, backup copies or other documents upon request of the UZH or to destroy them in accordance with data protection regulations. This is subject to any statutory retention obligations or contractual provisions to the contrary.
4. The signatory pledges to take the necessary measures to prevent unauthorised persons from gaining access to the data or data being lost. In the event of loss of data or data carriers or possible unauthorised access by third parties, the UZH must be informed immediately.
5. The signatory acknowledges that the violation of his or her duties may lead to criminal consequences under Art. 320 Swiss Criminal Code (SCC, official secrecy), Art. 40 IDG (processing of personal data in breach of contract) and, if applicable, the provisions on special confidentiality obligations such as professional confidentiality (Art. 321 and 321<sup>bis</sup> SCC) or manufacturing and trade secrecy (Art. 162 SCC).

**I hereby confirm that I have taken note of the above provisions and obligations and pledge to comply with them.**

Description of the assignment / collaboration: \_\_\_\_\_

\_\_\_\_\_  
Place, Date

\_\_\_\_\_  
First Name / Last Name

\_\_\_\_\_  
Signature