

## Data Warehouse and POLAR Tools Sharing and Licensing Agreement

To: \_\_\_\_\_ ABN:      
(the Practice)

FROM: \_\_\_\_\_ ABN:      
(the PHN)

By signing below, the Practice agrees to the terms of this agreement for the Data Warehouse and POLAR Tools

### Introduction

1. Melbourne East GP Network (MEGPN) has developed a Data Warehouse of population health information along with a set of tools known as 'POLAR' to process and analyse the data.
2. General Practices will have internal access to their own General Practice Data through the use of GRHANITE and the POLAR Tool GP interface.
3. Patient de-identified data extracts of participating General Practices are stored in the Data Warehouse.

### Agreement

4. This agreement is between the PHN and the Practice.
5. The Practice agrees to upload de-identified data to the Data Warehouse.
6. The Practice understands that data held in the Data Warehouse and analysed by the POLAR Tools may be used for population health planning initiatives and other quality improvement activities.
7. The PHN has a formalised agreement with the Melbourne East GP Network who administer the Data Warehouse and POLAR Tools.

### Patient Consent

8. The practice acknowledges that the Data Warehouse and POLAR Tools are administered on the basis of your individual patient's implied consent for use of the non-identified information in accordance with RACGP Standard 4.2, Management of Health Information for General Practice.

### Data Extraction

9. The PHN agrees to supply the Practice with the necessary tools to enable the automated collection and uploading of data to the Data Warehouse.
10. Installation will only be completed when the GRHANITE Terms and Conditions check box has been approved by an authorised Practice representative.

### Security

11. The PHN acknowledges that the security of your computer hardware and software is critical to the day to day business of the Practice and will apply contemporary best practice methods to assure, encrypt and secure the transmission of data.

### Data Availability

12. The Data Warehouse will not make available data to any commercial entity (such as pharmaceutical companies) for marketing purposes.

13. The Data Warehouse will not make available or modify any data that may identify a patient.

### Ownership

14. For the purposes of this agreement and the collection and storage of General Practice Data:
  - a) Practices are the owner of their identified practice data.
  - b) Primary Health Networks are the owner of their practices aggregated and de-identified data stored in the Data Warehouse.
  - c) MEGPN is the data custodian of data stored in the Data Warehouse.

### Liability

15. All liability clauses in this agreement extend to the use of the data extraction tool.
16. The Practice agrees to indemnify MEGPN, the PHN and their officers, employees and agents against any liability, loss, damage, or costs on a full indemnity basis incurred or suffered as a direct or indirect result of:
  - a. the installation of the GRHANITE client software
  - b. computer failure as a result of a scheduled extraction
  - c. incorrect matching of non-coded dataexcept to the extent to which any action, proceeding, claim or demand arises out of any negligence or other wrongful act or omission of MEGPN or the PHN or any person for whose acts or omissions MEGPN or the PHN are liable.

### Compliance with Privacy Laws

17. The parties must comply with all Commonwealth and State privacy, health records or similar legislation and regulations which the parties are required to comply with, including, the Health Records Act 2001 (Vic) the Privacy Act 1998 (Cth) and all relevant state and commonwealth laws. This clause will continue to have effect after the expiry or termination of these Terms and Conditions.

### Termination

18. Either Party may terminate this agreement at any time.
19. On termination of this agreement the Data Warehouse will remove the Practice's data from the Data Warehouse.

20. This agreement is governed by the law of Victoria. The parties submit to the non-exclusive jurisdiction of the courts of Victoria.

Signed for and on behalf of	
_____	
<i>Practice Name</i>	
<b>Authorised Signatory</b>	
<b>Signature</b>	_____
<b>Printed Name</b>	_____
<b>Position</b>	_____
<i>In the presence of:</i>	
<b>Signature</b>	_____
<b>Printed Name</b>	_____
<b>Date</b>	____ / ____ / ____

Signed for and on behalf of	
_____	
<i>PHN</i>	
<b>Authorised Signatory</b>	
<b>Signature</b>	_____
<b>Printed Name</b>	_____
<b>Position</b>	_____
<i>In the presence of:</i>	
<b>Signature</b>	_____
<b>Printed Name</b>	_____
<b>Date</b>	____ / ____ / ____