

# VOLUNTARY ASSISTED DYING PORTAL TERMS OF USE AGREEMENT

Version date: April 2019

Safer Care Victoria (ABN: 74 410 330 756) (“**SCV**”, “**we**”, “**us**”) operates the Voluntary Assisted Dying Portal (the “**Portal**”).

The Portal consists of an online platform (available at <https://bettersafecare.vic.gov.au/vad>) that allows medical practitioners, employees of the Department of Health and Human Services and Safer Care Victoria, employees of the statewide pharmacy service (run by Alfred Health) and members of the Voluntary Assisted Dying Review Board (“**Board**”) to undertake their specific functions to facilitate a person to access voluntary assisted dying as per the *Voluntary Assisted Dying Act 2017* (Vic) (“**Act**”). The Portal is the platform through which all voluntary assisted dying forms as prescribed in the Act will be completed and submitted to the Board and the Department.

## 1. ACCEPTANCE

By accessing or using the Portal you agree to be bound by this Voluntary Assisted Dying Portal Terms of Use Agreement (“**Terms**”).

**If you do not agree with these Terms, or if you are neither a medical practitioner, employee of the Department of Health and Human Services and Safer Care Victoria, employees of the state-wide pharmacy service (Alfred Health) or a member of the Voluntary Assisted Dying Review Board, you will not be granted access to the Portal.**

These Terms apply to all users of the Portal (**Users**). Users of the Portal belong to one of the defined user categories below:

- a) **Medical Practitioner users** have completed the approved assessment training as required by the Act and have completed the registration process for the Portal. These user accounts have been approved by the secretariat of the Board for creation. Medical practitioners using the Portal must intend to support a person or persons to access voluntary assisted dying.
- b) **Drugs and Poisons Officers** are employees of the Department of Health and Human Services Medicines and Poisons Regulation Branch. They will use the Portal for the purpose of reviewing and processing applications for a permit to prescribe a voluntary assisted dying substance.
- c) **Secretariat users** are employees of Safer Care Victoria who undertake the secretariat function for the Board. They will undertake process checks on forms and facilitate the process of form submission by other Users.
- d) **Statewide pharmacy service users** are employees of the statewide pharmacy service who will use the Portal to record that a voluntary assisted dying substance has been dispensed and disposed of in line with the Act.
- e) **Members of the Voluntary Assisted Dying Review Board** will use the Portal to review voluntary assisted dying cases and to undertake the quality and safety functions as defined in the Act.

## 2. AMENDMENTS TO TERMS

We will notify you and seek your further agreement should we need to amend these terms of use.

## 3. PERMITTED USE OF THE PORTAL

You must only use the Portal and any information contained within the Portal for a purpose permitted by the Act (“**Permitted Purpose**”).

When using and accessing the Portal you must comply with all applicable laws of the State of Victoria, including without limitation your obligations under the Act, the *Health Records Act 2001* (Vic), the *Privacy and Data Protection Act 2014* (Vic), the *Privacy Act 1988* (Cth) and the *Health Practitioner Regulation National Law* (if applicable).

### **You must not:**

- a) use the Portal for any purpose other than the Permitted Purpose;
- b) use data mining or similar data gathering tools on the Portal or in relation to any Content;
- c) use the Portal to send unsolicited email, junk mail, “spam”, or chain letters, or promotions or advertisements for products or services;
- d) submit, upload, post or transmit any defamatory, abusive, racist, obscene, threatening or pornographic content to the Portal or any materials which infringe the rights (including intellectual property rights) of SCV or any third party;
- e) upload or permit any virus or malicious code to adversely affect the Portal or any associated equipment, or interfere with or disrupt the operation of the Portal;
- f) reverse engineer, decompile or disassemble, or otherwise attempt to derive the source code of, the Portal or Content or any part thereof;
- g) use the Portal to mislead or deceive others;
- h) collect or store data about other Users of the Portal or information about patients held within the Portal;  
or
- i) interfere with any other User of the Portal.

If you think any Content on the Portal is inappropriate, inaccurate, out of date, unlawful or infringes your rights, please contact us (see section 16);

## 4. REGISTRATION OF USERS

### 4.1 Registration process

#### **For medical practitioners –**

If you wish to register as a User with the Portal, you must complete the registration process on the Portal, including by providing:

- a) your contact details;
- b) a minimum of 100 points of identification to enable identity verification and;
- c) details of your qualifications, AHPRA registration number, training and expertise as required by the Act.

By submitting an application to be registered as a User, you warrant that all information that you submit is accurate, complete and up to date. You must also have completed the approved assessment training prior to your account being approved. The approved assessment training must be renewed every three (3) years. If

your training expires, your Portal account will be suspended, and you will be prohibited from using the Portal until your training completion date has been updated by us.

SCV, on behalf of the Board, may accept or reject any registration submitted by a potential User at the discretion of SCV and the Board. SCV does not provide any guarantee that any registration request will be accepted.

#### **For all other Users –**

For all other Users as defined in part 1 of these terms, we will create your profile on your request and agreement. You must agree to these Terms, by providing us with a signed copy of these Terms, before your profile is created. You will be sent an email once your account is created to finalise your account set up and unique login details.

### **4.2 Accuracy of profile information**

SCV relies on Users to ensure that the profile information that they have provided to create their Portal account is kept up-to-date, complete and accurate at all times.

### **4.3 Profile information must be kept up to date**

You must notify us of any changes to your profile. If you notify us of any changes to your profile, we will update your profile on your behalf. You can contact us using the contact details in part 15 below if there are any details in your profile which are incorrect, out-of-date, incomplete or inaccurate.

## **5. INTELLECTUAL PROPERTY RIGHTS**

The intellectual property rights in the Portal and all materials (including all documents, text, data, logos, downloaded material, software and any other multimedia) made available via the Portal (“**Content**”) are either owned by SCV, or licensed to us, and all rights in the Content is reserved.

We grant Users a limited right to access the Portal and view the Content, subject to these Terms.

**Users must not copy, modify, adapt, publish, transmit, commercially exploit, reproduce or distribute any Content unless you have first obtained our written consent to do so.**

Users are not restricted from using any of their personal information provided or submitted through a voluntary assisted dying form, in which case the User owns the intellectual property rights. You grant us the right to use this information for all purposes required by us to carry out our functions under the Act.

SCV reserves the right to review, edit, move or delete any Content at any time without notice.

## **6. PRIVACY**

### **6.1 Portal Users**

Any personal information collected through your use of the Portal will be dealt with in accordance with our Privacy Policy.

By using the Portal, you acknowledge and agree that:

- a) your personal information is being collected by SCV;

- b) if you are a medical practitioner, you will be submitting personal and health information about a person wishing to access voluntary assisted dying. You must inform that person that their information will be held within the Portal by SCV and will be provided to the authorised Users of this Portal.
- c) you can request access to your personal information in accordance with your statutory rights by contacting SCV using the contact details in section 15;
- d) your personal information will be used for purposes that include:
  - i. facilitating the voluntary assisted dying process as detailed in the Act;
  - ii. implementing and conducting risk management, cyber security or fraud protection activities in connection with the Portal, and may be disclosed to our third party service providers (such as website hosting companies) who are involved in the operation of the Portal.

## 6.2 Persons wishing to access voluntary assisted dying

**If you are a person wishing to access voluntary assisted dying, you will not be granted access to the Portal.** Your co-ordinating medical practitioner and consulting medical practitioner, as defined in the Act, will complete and submit these forms to the Board on your behalf.

You can read the SCV Privacy Policy and Voluntary Assisted Dying Portal collection statement to learn more about who your information will be disclosed to, how you can access your information and how it will be stored.

You can request access to the information submitted to the board through the Portal by requesting a copy of the forms from your medical practitioner, or by contacting the Voluntary Assisted Dying Review Board.

## 7. TERMINATION OR SUSPENSION OF THE PORTAL

SCV has the right to terminate or suspend the operation of the Portal (including in part) for any reason, without notice and without liability.

SCV may (without limitation) suspend the Portal to conduct maintenance or to implement updates.

## 8. TERMINATION OR SUSPENSION OF YOUR ACCESS TO THE PORTAL

SCV may (without limitation) suspend or terminate your registration for the Portal at any time and for any reason.

Without limiting the foregoing, SCV may suspend or terminate your profile and access to the Portal, if:

- a) you are in breach of these Terms;
- b) you do not have, or cease to maintain, any particular professional qualifications, approvals or training required to be a User of the Portal or required under the Act;
- c) you become the subject of any legal or disciplinary proceedings, including criminal or Australian Health Practitioner Regulation Agency investigations, that would preclude you from participating in voluntary assisted dying;
- d) SCV is unable to contact you after making three attempts (at least one of which must be in writing).

## 9. YOUR USERNAME AND PASSWORD

You are responsible for maintaining the confidentiality of your username and password to the Portal. You agree to accept responsibility for all activities that occur under your username or password. You must only use your own username and password when accessing the Portal.

If you become aware of unauthorised access to your Portal profile, you must notify us by contacting us on:  
VADBoard@safecare.vic.gov.au

## **10.MONITORING BY SCV**

You acknowledge that SCV has no obligation to monitor your use (or any other User's use) of the Portal, but it has the right to do so at any time for its own purposes, including as required to determine your compliance (or the compliance of any other User) with these Terms or to comply with any law or government authority request.

### **10.1 Activity logs**

When you access the secure areas of the Portal, records of the individual activity by registered Users is logged and used by SCV for auditing purposes. The following information is recorded:

- Username of the individual;
- Date and time of access; and
- Records that have been created, accessed or modified or downloaded.

## **11.COMPLAINTS AND DISPUTE RESOLUTION**

### **11.1 Disputes between Users**

SCV has no obligation to any User to assist or be involved in any dispute between Users (including in relation to Permits being issued or not issued by the Secretary/delegate of the Secretary). SCV may, in its absolute discretion, choose to provide assistance in relation to disputes between Users from time to time if (and to the extent that) SCV deems it appropriate and it is consistent with its role under the Act.

### **11.2 Complaints in relation the SCV's role in administering the Portal**

If you have a complaint relating specifically to SCV's role in administering the Portal (and which does not relate to a dispute between Users), then you may notify SCV of the complaint using the contact details in section 15.

## **12.DISCLAIMER**

### **12.1 The Website**

The content of this Portal is made available for information purposes and for you to fulfil your legal obligations under the Act.

The information provided through this Portal has been collected through a number of sources. SCV recommends that you exercise your own skill and care with respect to your use of this Portal and carefully evaluate the accuracy, currency, completeness and relevance of information on this Portal for your purposes.

### **12.2 Disclaimers and limitations of liability regarding external websites**

This Portal provides links to external websites. SCV does not control and accepts no liability for the content of those websites or for any loss arising from your use or reliance on those websites. SCV does not endorse any external website and does not warrant that they are accurate, authentic or complete. Your use of any external website is governed by the terms of that website. The provision of a link on this Portal to an external website does not authorise you to reproduce, adapt, modify, communicate or in any way deal with the material on that external website.

### 13. EXCLUSION OF LIABILITY

To the maximum extent permitted by law, the State of Victoria and SCV and their directors, officers, employees and agents exclude all liability for any loss or damage (including, without limitation, direct, indirect, special or consequential loss, loss of use, loss of data, loss of business or profits, business interruption or loss of opportunity) which you suffer or incur due to your use or reliance on the data contained within this Portal where such loss is caused by your use of this Portal unlawfully or in contravention of these Terms.

You are advised to read all provisions of these Terms prior to accepting them.

### 14. GENERAL

These Terms are to be governed by and construed in accordance with the law in force in Victoria, Australia and you agree to unconditionally submit to the non-exclusive jurisdiction of the courts having jurisdiction there.

A reference to "includes" or "including" in these Terms means "includes (or including) without limitation".

If SCV does not take action in relation to a particular breach of these Terms, this will not be treated as a waiver by SCV of any right or remedy in respect of any existing or future breach of these Terms.

If any provision of these Terms is held to be invalid or unenforceable that provision may be:

- a) read down to the extent necessary to make it valid and enforceable; or
- b) severed and the remaining provisions of these Terms enforced.

### 15. CONTACT DETAILS

You can contact us about the Portal by emailing [VADBoard@safecare.vic.gov.au](mailto:VADBoard@safecare.vic.gov.au).

### 16. YOUR AGREEMENT

If you are a User **other** than a Medical Practitioner user, you must indicate your acceptance of these Terms by signing and dating below. Once completed, please provide a signed and dated copy of these Terms to the Secretariat, who will upload a copy to your profile on the Portal.

**Medical Practitioner users must indicate their acceptance of these Terms by checking the box on the Portal's self-registration form.**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date