The Goal-directed Medication review Electronic Decision Support System (G-MEDSS)

Terms of Use

The Goal-directed Medication review Electronic Decision Support System (G-MEDSS)

© 2019 The University of Sydney. All rights reserved.

1. Introduction

a) The Goal-directed Medication review Electronic Decision Support System is operated through a website (G-MEDSS) by The University of Sydney (ABN 15 211 513 464) (we, us or our) and has been funded through research funding provided to the NHMRC Cognitive Decline Partnership Centre.

b) G-MEDSS is the outcome of an ongoing clinical study conducted at The University of Sydney (Human Research Ethics Committee project number 2019/581) and may be modified and refined during the course of clinical research. We will continue to evaluate the use of G-MEDSS as a research tool and in clinical practice.

c) G-MEDSS is a web-based decision support system solely for use by registered pharmacists, registered nurse practitioners, registered general medical practitioners and researchers located in Australia (Eligible Applicant). If you are normally located outside Australia, you may not apply to register for access to G-MEDSS.

d) The University of Sydney reserves the right, in its complete discretion, to decline to register any Eligible Applicant or any Australian researcher who applies to be a registered user.

e) Your access to and use of G-MEDSS and any of the content (including any questionnaires or surveys) (Content) made available via G-MEDSS is subject to these terms of use (Terms).

f) Please carefully read these Terms before you use G-MEDSS. In using and continuing to use G-MEDSS, you agree to be bound by these Terms. If you do not accept these Terms, you should not continue to use G-MEDSS.

2. Changes to these Terms

a) We may change the Terms at any time by posting the changed Terms at www.gmedss.com (Site).

b) Amendments will be effective immediately upon notification on the Site. Your continued use of G-MEDSS following such notification will represent an agreement by you to be bound by the Terms as amended.

3. Usage rules

a) G-MEDSS and the Content therein is supplied solely for reference purposes and does not replace Your clinical judgment as a treating clinician.

b) You may download and print material from G-MEDSS for your own non-commercial clinical use in the course of patient medication review and assessment.

c) Except as permitted under the Copyright Act 1968 (Cth), other applicable laws, or as expressly authorised by Us or these Terms, you must NOT:

(i) adapt, reproduce, copy, store, transmit, print, communicate to the public, distribute, publish, create derivative works from or use any part of G-MEDSS or the Content except in the course of the conduct of patient medication review and assessment;

(ii) use any of G-MEDSS or the Content for commercial purposes or commercial gain or to establish, operate or maintain your own product or service offering using any part of G-MEDSS or the Content or any adaptation thereof;

(iii) data mine or conduct automated searches of G-MEDSS or the Content, whether through the use of additional software or otherwise;
(iv) incorporate any of the Content with any other material, including advertising and promotional material;
(v) create links to G-MEDSS from any other website on the internet or frame or mirror G-MEDSS;
(vi) tamper with, hinder the operation of or make any modifications to G-MEDSS or the Content;
(vii) knowingly transmit any virus, worm, trojan horse, malware or other disabling feature to or via G-MEDSS; or
(viii) attempt to do, or permit any other person to do, any of the above acts.

4. **Intellectual Property Rights**
   a) All Intellectual Property Rights to G-MEDSS and the Content (including the software, design, text, data, icons, logos, sound recordings and graphics comprised in G-MEDSS and the layout of G-MEDSS) are owned by The University of Sydney (ABN 15 211 513 464) and/or its licensors.
   b) Information or materials provided by a third party for inclusion in G-MEDSS and its Content may be the copyright of that third party.
   c) In these Terms of Use, “Intellectual Property Rights” means all registered and unregistered rights in relation to present and future copyrights, trademarks, trade secrets, United States patents and all other intellectual property as defined in article 2 of the Convention establishing the World Intellectual Property Organisation 1967.

5. **No warranty**
   a) We take all reasonable care in compiling G-MEDSS, including the Content. However, G-MEDSS and the Content is provided 'as is' and we do not warrant or represent that they are complete, current or free from errors or omissions.
   b) We provide access to G-MEDSS using reasonable care and skill and endeavour to ensure availability of access to G-MEDSS. However, the availability of access to G-MEDSS may be hampered by numerous factors, including factors outside our control (such as (but not limited to) malfunction in equipment or software, Internet access difficulties, or delay or failure of transmission). We do not warrant or represent that your access to G-MEDSS or the Content will be continuous, uninterrupted, timely, free from errors, faults or viruses, or secure.

6. **Our liability to you**
   a) You access and use G-MEDSS and Content at Your own risk and without warranty as set out above in clause 5 of these Terms of Use.
   b) We do not accept any liability to You for any losses (whether direct or otherwise) that result from Your use of G-MEDSS or the Content, except that We will accept that liability if it cannot be excluded under any legislation. If that liability cannot be excluded but can be limited under any legislation, we limit our liability to the extent permitted by that legislation.

7. **Your liability and indemnity to us**
   a) You are liable to Us for Your breach of contract or negligence under the principles applied by the courts. However, You are not liable to Us for any loss to the extent that it is caused by Our negligence.
   b) You agree to indemnify Us for all losses We directly or indirectly sustain or incur as a result of any breach by You of Our (or Our licensors') Intellectual Property Rights.
8. **Our rights to terminate, suspend or limit your access to G-MEDSS**

We may, in our complete discretion, suspend, terminate or limit Your access to G-MEDSS and/or any Content (as applicable) at any time upon email notification to You, using the email address You have provided to Us as Your primary email contact, in the event You breach these Terms of Use or encourage or cause another person to breach these Terms of Use. We may suspend, terminate or limit Your access to G-MEDSS and/or any Content (as applicable) at any time with as much warning as We reasonably can, including (without limitation) if:

- a) the research project completes and there is insufficient funding available to continue to support G-MEDSS;
- b) We reasonably believe that there is a real risk of loss or damage to Us or another person or organisation if We do not suspend, terminate or limit your access to G-MEDSS and/or any Content (as applicable);
- c) the law requires Us to do so;
- d) We believe on reasonable grounds that providing You with access to G-MEDSS or any Content is illegal or may become illegal;
- e) there is an emergency;
- f) if it is necessary for maintenance or repair of relevant systems or equipment; or
- g) if there are other reasonable grounds for Us to do so.

9. **Collection and Storage of Personal Information**

   **Privacy Statement**

   In Your use of G-MEDSS, We will collect personal information about You including but not limited to your name, email address and principal place You practice as a health practitioner. G-MEDSS will only use and disclose Your personal information:

   - for the purpose for which it was collected
   - for a directly related purpose
   - when we have the appropriate consent to do so; or
   - as otherwise required, permitted or authorised by law.
We will also collect from You, personal information and sensitive personal information about Your patients and/or Your patients’ carers. The patient information collected by G-MEDSS is used for the purposes of patient-specific reports that will be provided to the patient’s healthcare practitioners, patients and/or carers by the user of this website.

Such information will include but not be limited to name; date of birth; carer’s names (if applicable); name of referring prescriber; date and place of medication review; current medication list (including drug name, doses, and frequencies); patient’s responses to the questionnaires; and patient’s medication related goals and strategies.

Personal Information and health information that is collected by You using G-MEDSS, is stored by Us to enable You, as a registered pharmacist, nurse practitioner, general medical practitioner or researcher, to use G-MEDSS to generate patient-specific reports for use by You in Your clinical practice including for You to provide to the patient, his or her general practitioner and/or carer(s). Personal Information and health information collected by You will be will be de-identified and used for research conducted at the University of Sydney being an evaluation of the use of G-MEDSS by clinical practitioners.

You agree that if and when We provide You with notification of any conditions imposed on the use and operation of G-MEDSS by a relevant Human Research Ethics Committee, You will immediately put in place steps to comply with those HREC Conditions. In the event that you are not able to comply with those conditions You will cease using G-MEDSS.

You further agree that if it is a condition of the use of G-MEDSS that you obtain opt-in consent from patients to

- collection of patients’ personal information and that of other healthcare practitioners and patients’ carers; and
- storage of collected personal information in G-MEDSS for the purposes anticipated by these Terms of Use; and
- use by Study Investigators in the evaluation of G-MEDSS

You will

- distribute to relevant persons any patient information consent sheet provided to You by Us and
- obtain a written and signed consent to collection and use of personal information in the manner required by Us.

Where de-identified personal information and health information is used in research at the University of Sydney by its research personnel (Study Investigators), the study results may be published but personal information used in the conduct of research will not be individually identifiable in any publication.

Data downloaded from G-MEDSS by Study Investigators in the course of the conduct of research is de-identified and all responses are analysed and presented in aggregate (group) form and no individual user or patient data is identifiable.

The University of Sydney encrypts all information collected through G-MEDSS in transit and at rest on secure servers controlled by the University of Sydney.

www.gmedss.com also automatically records details about any computer used to access this website (such as server and IP address of the machine that has accessed the website, domain name, browser type, pages accessed, and documents downloaded, etc.), the date and time of access, and details of the information downloaded. The various mechanisms used by G-MEDSS include server logs, proxy logs and cookies. A cookie is a package of data that a website requests be stored temporarily on your computer (or in memory) to identify you as a visitor to that website. Cookies can be managed by changing the settings on a web browser. However, if you reject all cookies you may not be able to use some of the University’s websites. Information automatically collected on the website is used for statistical and business purposes such as fault diagnosis and service improvement.

All personal information and health information will be managed by the University of Sydney in accordance with the Privacy and Personal Information Protection Act 1998 and the Health Records and Information Privacy Act 2002, and the University of Sydney’s Privacy Management Plan, and the University Website Privacy Collection Statement.

In agreeing to these Terms of Use You hereby consent to the use of Your personal information for the purposes stated in this clause 9.
10. Third Party Supporters

We include, with permission, the logos of other organisations that support the University, from time to time, in the conduct of research using G-MEDSS (Third Party Supporters). Third Party Supporters may provide funding for the conduct of research or may be research institutions with which researchers are affiliated. The logos of Third Party Supporters included on G-MEDSS from time to time are the property of those parties and may not be used without prior written permission.

11. General

a) If any of these Terms are invalid, unenforceable or illegal, that term will be struck out and the remaining terms will remain in force.

b) If We do not act in relation to a particular breach by You of these Terms, this will not be treated as a waiver by Us of our right to act with respect to subsequent or similar breaches.

c) If You do not act in relation to a particular breach by Us of these Terms, this will not be treated as a waiver by You of Your right to act with respect to subsequent or similar breaches.

d) These Terms (and your dealings with us) are subject to the laws of New South Wales, Australia. You submit to the non-exclusive jurisdiction of the courts of that State.

12. Access or amendment of personal information

a) Requests for access or amendment of personal information should be directed to:

   Activity 11 NHMRC Cognitive Decline Partnership Centre Researchers
   Clinical Pharmacology and Aged Care
   Level 13 Kolling Building,
   Royal North Shore Hospital
   St Leonards, New South Wales, 2065
   ncs.researchdbi@sydney.edu.au

b) If you have questions or concerns regarding your rights as a participant, you may contact the Ethics Administration Manager, The University of Sydney +61 2 9036 9161 or human.ethics@sydney.edu.au