

# THIS DEED is made on the day of

**BY:**

 **\_ \_ \_ (‘**HONORARY RESEARCH AFFILIATE**’)**

**Insert title, given name and family name**

# In favour of:

**NORTHERN ADELAIDE LOCAL HEALTH NETWORK INC of Haydown Road, Elizabeth Vale, 5112 SA (‘NALHN’) RECITALS**

1. SA Health’s Electronic Medical Record (EMR) holds Personal Information of SA Health patients.
2. NALHN is responsible for the administration of EMR access at the Study Site.
3. Institution, who is responsible for the HONORARY RESEARCH AFFILIATE, has entered into a Clinical Research Agreement (CRA) with NALHN to conduct the Study specified in the Approval.
4. The HONORARY RESEARCH AFFILIATE intends to undertake research during the course of which they are required to access NALHN’s premises, patients and personal and health information required under the CRA.
5. NALHN will provide such access, and HONORARY RESEARCH AFFILIATE agrees to accept such access, upon the terms and conditions referred to in this Deed.

IT IS AGREED:

1. INTERPRETATION

In this Deed unless the context otherwise requires:

* 1. **Approval** means the written approval required and given to the HONORARY RESEARCH AFFILIATE
	2. **Clinical Research Agreement** (CRA) means an agreement between the Institution and NALHN that governs the conduct of the Study at the Study Site
	3. **Confidential Information** means information that: 1.3.1.is by its nature confidential;
		1. is designated by NALHN as confidential; 1.3.3.is Personal Information; or
		2. is contained in patient medical records including the EMR
		3. but does not include information that is or enters the public domain other than by breach of this Deed.
	4. **HAD** means the Health Active Director which is the unique electronic account system that provides access to SA Health ICT systems and the **HAD ID** is the unique login
	5. **Institution** means the corporate entity who is responsible for the Honorary Research Affiliate under the Clinical Research Agreement
	6. **Patient** means a person that has received or is currently receiving medical treatment at a SA Health facility
	7. **Personal Information** has the same meaning as in the Privacy Act 1988 (Cth) and includes health information.
	8. **Study** means the investigation to be conducted in accordance with the terms and conditions of the Clinical Research Agreement
	9. **Study Site** means the location(s) where the Study is conducted
1. RECITALS
	1. HONORARY RESEARCH AFFILIATE acknowledges that the Recitals are true and correct.
2. ACCESS
	1. HONORARY RESEARCH AFFILIATE agrees that access to the EMR 3.1.1.will be read only access
		1. is limited to the term and scope provided in the Approval 3.1.3.is subject to the terms of the CRA and this Deed
	2. HONORARY RESEARCH AFFILIATE acknowledges and agrees: 3.2.1.that access to EMR is via a HAD ID

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* + 1. to only use the HAD ID in connection with the Study 3.2.3.to not share the HAD ID and password
	1. HONORARY RESEARCH AFFILIATE acknowledges and agrees that they 3.3.1.have an applicable criminal history check in place
		1. will complete all mandatory training as required by NALHN prior to be given access 3.3.3.will comply with work health and safety policies and reasonable directions of NALHN

whilst accessing NALHN’s Study Sites

* 1. HONORARY RESEARCH AFFILIATE will comply with all procedures of NALHN in relation to the access, handling, collection, use and disclosure of Personal Information of patients including but not limited to any requirements of the [South Australian Government Information Privacy Principles](https://www.dpc.sa.gov.au/resources-and-publications/premier-and-cabinet-circulars/DPC-Circular-Information-Privacy-Principles-IPPS-Instruction.pdf#sthash.s76QhRX6.dpuf) and [SA Health’s Privacy Policy Directive](https://www.sahealth.sa.gov.au/wps/wcm/connect/60b8550041526f138c0d8ee8f09fe17d/Directive_Privacy_30052017.pdf?MOD=AJPERES&amp;CACHEID=ROOTWORKSPACE-60b8550041526f138c0d8ee8f09fe17d-lNmOOny)
	2. HONORARY RESEARCH AFFILIATE acknowledges and agrees:
		1. to only access, view, extract, disclose or use Personal Information of patients to the extent that informed consent has been provided by the relevant Patient
		2. to keep a register which accurately records patients accessed in the EMR 3.5.3.that EMR access may be audited
	3. HONORARY RESEARCH AFFILIATE understands that NALHN may suspend EMR access
		1. if you have no active NALHN Clinical Research Agreements
		2. if you are suspected of misusing EMR and / or Personal Information
		3. if you are suspected of having misused and shared HAD IDs and passwords
	4. HONORARY RESEARCH AFFILIATE understands that NALHN may terminate EMR access 3.7.1.if you have misused EMR and / or Personal Information
		1. if you have misused and shared HAD IDs and passwords 3.7.3.if your employment with the Institution is terminated.
1. DISCLOSURE OF CONFIDENTIAL INFORMATION
	1. HONORARY RESEARCH AFFILIATE will take all steps necessary to ensure that any Confidential Information in their possession remains confidential and that its confidentiality is preserved.
	2. HONORARY RESEARCH AFFILIATE will ensure that Confidential Information is not disclosed to any third party except as required under the CRA.
	3. HONORARY RESEARCH AFFILIATE must immediately advise NALHN if they become aware of any disclosure of Confidential Information which has been disclosed without authorisation.
	4. HONORARY RESEARCH AFFILIATE acknowledges that NALHN may at its discretion deny you further access to any Confidential Information or may require you to return any Confidential Information that has been provided to them.
	5. NALHN will provide HONORARY RESEARCH AFFILIATE with a written notice if it determines that you will no longer be provided access to Confidential Information and include in the notice the date upon which you must return any documents containing Confidential Information in your possession.
2. RELATIONSHIP

Nothing in this Deed constitutes a relationship of employer and employee or partnership between the parties.

1. INTELLECTUAL PROPERTY RIGHTS

Any Intellectual Property Rights of NALHN in the Confidential Information are retained by NALHN despite any disclosure to HONORARY RESEARCH AFFILIATE.

1. TERM

Subject to clause 2.6, this Deed will continue in full force and effect until NALHN notifies HONORARY RESEARCH AFFILIATE in writing that the obligations under this Deed cease to bind you.

1. PROPER LAW

The laws in force in South Australia, including law with respect to capacity to contract and manner of performance, apply to this Deed.

1. JURISDICTION OF COURTS
	1. HONORARY RESEARCH AFFILIATE agree that the courts of South Australia will have exclusive jurisdiction to determine any proceeding in relation to this Deed.
	2. Any proceeding brought in a Federal Court must be instituted in the Adelaide Registry of that Federal Court.
	3. HONORARY RESEARCH AFFILIATE undertakes not to apply to transfer any proceedings to another registry of the Federal Court.
2. NOTICES

Any notices, request or other communication to be given or served under this deed must be in writing and delivered by email as follows:

healthnalhnrgo@sa.gov.au

HONORARY RESEARCH AFFILIATE: \_

Insert work email address

Institution: NORTHERN Adelaide Local Health Network Contact: healthnalhnrgo@sa.gov.au

1. WAIVER
	1. Any waiver of any provision of this Deed is ineffective unless it is in writing and signed by the party waiving its rights.
	2. A waiver by either party in respect of a breach of a provision of this Deed by the other party is not a waiver in respect of any other breach of that or any other provision.

11.3The failure of either party to enforce at any time any of the provisions of this Deed must not be interpreted as a waiver of such provision.

# EXECUTED AS A DEED

HONORARY RESEARCH AFFILIATE Signature:

Witness Signature: \_

Witness Name: \_

Witness Position: \_ \_