

## Wedge Tail Online

### Health Provider Participation Agreement

I, \_\_\_\_\_  
\_\_\_\_\_

born on \_\_\_\_\_, (referred to in the first person below)  
agree to participate in the current trial of Wedgetail Online on the terms set  
out below. Where a term is given a defined meaning in the Wedgetail  
Guidelines it has that meaning in this document.

1. My participation is voluntary and I may withdraw my participation  
at any time by giving notice by email to [wedgetail\\_admin@nrgpn.org.au](mailto:wedgetail_admin@nrgpn.org.au) or as otherwise permitted by the  
Wedgetail Guidelines.

I understand that my participation involves, and I consent to, the operation  
of Wedgetail Online in accordance with the Wedgetail Guidelines as they  
exist from time to time. In particular and without limiting the scope of this  
consent, I consent to each of the following to the extent they are  
contemplated by the Wedgetail Guidelines:

- (a) health providers and other third parties uploading  
Information to Wedgetail Online;

Information being stored within Wedgetail Online;

use, disclosure, storage and access to Information through Wedgetail  
Online, including use by, disclosure to and access by third parties;

the provision to Wedgetail Online of Information by Health Providers;

the retention of all Online Information for an extended period (and for at  
least 13 years from the last access) whether or not I continue to participate;

the conduct of research activities;

disclosure of Information to people who log in or otherwise authenticate  
using credentials issued to you.

2. In this agreement:

- (a) "Information" includes any information which relates to my  
interaction in my capacity as a health provider with any  
person. It typically includes information identifying  
medical history and other relevant health information. I

understand that Information is likely to include “personal information”, “sensitive information” and “health information” within the meaning of the *Commonwealth Privacy Act* and *NSW Health Records Information Privacy Act* (and similar definitions in other State and Territory legislation); and

“Wedgetail Guidelines” means the most current version of all guidelines published by the Wedgetail Provider from time to time for the use and/or operation of Wedgetail Online. The Wedgetail Guidelines may relate to any aspect of the operation of Wedgetail Online, including: how data may be uploaded to, stored in, or accessed or copied from it; in what circumstances data can be uploaded to or accessed from Wedgetail Online; and how people interact with Wedgetail Online.

3. I acknowledge that a failure on my part to maintain a high level of security can result in the access or changes to Online Information by unauthorised third parties and that such access or changes can lead to substantial adverse health outcomes. I must maintain such a high level of security and I must not imitate or attempt to imitate any other person or use any other person's username and/or password to access any part of Wedgetail Online.

To the extent permitted by law the Wedgetail Provider, and each other person who is involved in or associated with the provision of Wedgetail Online has no liability to me in relation to any interaction with Wedgetail Online by me, or by any other person, including where the operation of Wedgetail is not consistent with the Wedgetail Guidelines or with my expectations.

The Wedgetail Administrator excludes all warranties and other conditions to the extent permitted by law. Where warranties or conditions are implied into my relationship with any person as a result of this consent or my participation in Wedgetail Online, then, to the extent permitted by law, that person's liability is limited, at that person's option, to: the payment of the cost of replacement goods or the repair or replacement of the goods (in relation to goods); and the provision of the relevant service again or the payment of the cost of having the service supplied again (in relation to services).

If I have any cause of action at any time in the future arising out of or relating to this agreement or any of the relationships which flow from it, then I must initiate proceedings to enforce that cause of action within 6 months of that cause of action first arising, whether or not I was aware that the cause of action had arisen. At the end of that 6 month period my cause of action lapses and I cannot enforce it.

I indemnify the Wedgetail Provider against all loss or damage that may be

suffered as a result of my breach of this agreement or the Wedgetail Guidelines.

By signing below I agree to be bound by the Wedgetail Guidelines and this agreement. I acknowledge that I have read the following:

- (a) Wedgetail Information for Health Care Professionals  
☐
- (b) Wedgetail Privacy and Security  
☐
- (c) Wedgetail Guidelines – About The Wedgetail System  
☐

4. I have been given the opportunity to ask any questions regarding Shared Electronic Health Records to clarify my understanding of Wedgetail and to seek legal advice on this agreement.

Print Name:

Provider's Signature:

Date:

Witness Name:

Witness Position:

Witness Signature:

Date: