

Important: Please read these instructions carefully before completing the documentation required for access to QOOL Analysis.

Non Queensland Health users required to complete documentation for access to QOOL Analysis fall into the two categories below:

Companies	Individual, groups of individuals or companies (non-incorporated)
The CEO/Manager/duly authorised person:	An individual or group of individuals completes:
1. completes the QOOL Analysis Access Deed and arranges for it to be executed	1. the QOOL Analysis Access Deed
2. provides a letter to Metro South with names of employee/s requesting access to QOOL Analysis (sample attached)	
3. provides proof of incorporation	
Documentation Instructions	Documentation Instructions
QOOL Analysis Access Deed <ul style="list-style-type: none"> <input type="checkbox"/> Enter company name and ABN in Schedule 1 - page 11 <input type="checkbox"/> Enter an address for notices in Schedule 1 - page 11 <input type="checkbox"/> Select the applicable basis for disclosure in Schedule 2 - page 11 <input type="checkbox"/> Two directors, or a director and company secretary, sign the Deed - page 12 	QOOL Analysis Access Deed <ul style="list-style-type: none"> <input type="checkbox"/> Enter the name of each individual in Schedule 1 - page 11 <input type="checkbox"/> Enter an address for notices in Schedule 1 - page 11 <input type="checkbox"/> Select the authorised purpose for disclosure in Schedule 2 - page 11 <input type="checkbox"/> Each individual and a witness signs the Deed - page 12 (duplicate the execution clause for each individual)
Letter <ul style="list-style-type: none"> <input type="checkbox"/> Include name/s, status and designation of employees requesting access to QOOL Analysis <input type="checkbox"/> CEO/Manager/duly Authorised person signs letter <p>* See sample letter</p>	
Proof of Incorporation <ul style="list-style-type: none"> <input type="checkbox"/> Provide proof of incorporation document 	

Please contact us if you have any questions:

Email: qccat@health.qld.gov.au

Phone: (07) 3176 4400

The QOOL Analysis Access Deed can be downloaded and completed while registering for access to QOOL Analysis <https://qccat.health.qld.gov.au/QCCATCentral> or from the QCCAT website <https://qccat.health.qld.gov.au> QCCAT will return your signed copy of the QOOL Analysis Deed when your application has been processed



Queensland Cancer Control Analysis Team
Queensland Health

Level 1 – B2 2 Burke St,
Woolloongabba Qld 4102

CONFIDENTIAL COMMUNICATION

SUBJECT: QOOL Analysis Access Deed

Dear QCCAT

Please find attached the following documents:

Companies	Individual or groups of individuals
<input type="checkbox"/> QOOL Analysis Access Deed (all pages)	<input type="checkbox"/> QOOL Analysis Access Deed (all pages)
<input type="checkbox"/> Letter of Authorisation	
<input type="checkbox"/> Proof of Incorporation	

**Note – the documents can be either e-mailed or posted*

Regards

.....
[Print name]

...../...../.....

Enquiries to: QCCAT
Telephone: 07 3176 4400
File Ref:

Queensland Cancer Control Analysis Team
B2, 2 Burke St (Level 1)
Woolloongabba Qld 4102

Dear QCCAT

On behalf

of.....

ABN.....

I am duly authorised to nominate the following employees to have access to Oncology Analysis System (QOOL Analysis), in accordance with clause 4 of the QOOL Analysis Access Deed.

The employee details are listed below:

Name	Status	Designation

I acknowledge that Metro South has the sole discretion to accept or reject these nominations.

I understand that I am required to notify you in writing of any changes to the list of nominated employees or if I wish to nominate further employees.

Yours sincerely

Name:
Position:
Date:



QOOL Analysis Access Deed

Between

Metro South Hospital and Health Service
ABN 86 834 068 616
via Queensland Health Cancer Control Analysis Team (**Metro
South**)

And

The person or persons identified in Schedule 1 (**Recipient**)



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QOOL Analysis Access Deed

Between

Metro South Hospital and Health Service
ABN 86 834 068 616
via Queensland Cancer Control Analysis Team (**Metro South**)

And

The person or persons identified in Schedule 1(**Recipient**)

1 Background

- 1.1 Metro South, through the Queensland Cancer Control Analysis Team (QCCAT) has compiled cancer data that supports clinicians and researchers to participate in research, outcomes evaluation and safety and quality activities.
- 1.2 The cancer data is stored in the Queensland Oncology Repository (**QOR**) which is managed by the Queensland Cancer Control Analysis Team (**QCCAT**). Certain QOR data is accessible through the QOOL analysis suite (QOOL, QOOL projects, QOOL-R, QOOL Analysis).
- 1.3 Metro South has agreed to grant the Recipient access to QOOL Analysis on the terms contained in this Deed.

THE PARTIES AGREE AS FOLLOWS

2 Definitions and Interpretation

- 2.1 In this Deed:

Authorised Purpose means the purpose stated in column 2 of the table in Schedule 2 for the corresponding basis of disclosure selected in column 1 of the table in Schedule 2.

Authorised User means:

- (a) where the Recipient is one or more individuals, each Recipient; and
- (b) otherwise, each individual nominated by the Recipient and accepted by Metro South under clause 4.

Business Day means any day that is not a Saturday, Sunday or public holiday in Brisbane, Queensland.

Claim includes any claim, action, demand, application, proceeding, judgment, enforcement hearing and enforcement order.

Commencement Date means the date on which the last party signs this Deed.

Data means all numbers, characters, images, information and other data accessed by Authorised Users using QOOL Analysis.

Deed means this document and all schedules and attachments to it.

Intellectual Property Rights includes all present and future rights in relation to copyright, trade marks, designs, patents or other proprietary rights, or any rights to registration of such rights whether created before or after the date of this Deed, and whether existing in Australia or otherwise but excludes moral rights.



Loss includes any loss, liability, tax, prohibition, penalty, fine, expense, injury or damage to persons or property.

Personal Information has the meaning given to it by the Information Privacy Act 2009 (Qld).

QH Chief Executive means the person holding the office of the chief executive of Queensland Health from time to time, and includes any person performing the delegated functions of the QH Chief Executive.

QOOL Analysis means the Oncology Analysis System known as QOOL Analysis provided by Metro South.

2.2 In this Deed (unless the context otherwise requires):

- (a) words importing a gender include any other gender;
- (b) words in the singular include the plural and vice versa;
- (c) all dollar amounts refer to Australian currency;
- (d) a reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;
- (e) a reference to an individual or person includes a corporation, authority, association, joint venture (whether incorporated or unincorporated), partnership, trust or other legal entity;
- (f) an obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally;
- (g) a reference to a document (including this Deed) is to that document as varied, novated, ratified or replaced from time to time;
- (h) a reference to "includes" in any form is not a word of limitation;
- (i) clause headings have been included for convenience only and are not intended to affect the meaning or interpretation of this Deed; and
- (j) if any expression is defined, other grammatical forms of that expression will have corresponding meanings.

3 Term

3.1 This Deed operates from the Commencement Date until it is terminated in accordance with clause 13.

4 Authorised Users

4.1 This clause 4 applies where the Recipient is not an individual or group of individuals.

4.2 The Recipient may nominate in writing to Metro South individuals to have access to QOOL Analysis (each a **Nominee**). Metro South may, in its discretion, by notice in writing to the Recipient, accept or reject each Nominee. If Metro South accepts a Nominee, that Nominee becomes an Authorised User.

4.3 The Recipient will:

- (a) ensure Authorised Users access and use QOOL Analysis and Data, only in accordance with this Deed;
- (b) if required by Metro South, ensure each Authorised User executes and delivers to Metro South a deed poll in favour of Metro South on terms reasonably required by Metro South regarding the Authorised User's use of QOOL Analysis and Data; and
- (c) be responsible for the acts and omissions of:
 - (i) Authorised Users; and

- (ii) any other person (whether authorised or not) who accesses and uses QOOL Analysis or Data using the access credentials of the Recipient or an Authorised User,

as though they were the acts or omissions of the Recipient.

5 QOOL Analysis

- 5.1 Subject to the terms of this Deed, Metro South will provide Authorised Users with access to QOOL Analysis.
- 5.2 The Recipient will ensure QOOL Analysis is only used:
 - (a) by Authorised Users; and
 - (b) for the Authorised Purpose,and otherwise in accordance with this Deed.
- 5.3 QOOL Analysis may be upgraded and its features, functionality and other characteristics may change from time to time. Metro South will endeavour to provide reasonable notice of changes that Metro South considers are not routine and should be advised to the Recipient.
- 5.4 To the extent permitted by law, the Recipient acknowledges and agrees that at all times during this Deed:
 - (a) the Recipient's access to and use of QOOL Analysis is on an 'as is' and 'as available' basis; and
 - (b) any information provided by Metro South regarding the availability, performance, service levels or characteristics relating to QOOL Analysis are non-contractual statements and do not constitute a representation or warranty of any kind.
- 5.5 The Recipient must provide everything it and Authorised Users need to access and use QOOL Analysis.
- 5.6 The Recipient must not (and must not attempt to) modify, interfere with, disrupt, adversely affect or misuse QOOL Analysis, or functionality provided by QOOL Analysis, in any way, or interfere with or disrupt use of QOOL Analysis by any other person.
- 5.7 Metro South may suspend or restrict the Recipient's access to some or all of QOOL Analysis if continued use may result in material harm to QOOL Analysis or other users without notice to the Recipient. Metro South will notify the Recipient of the suspension or restriction. Metro South will restrict the scope and duration of the suspension or restriction as is reasonable in the circumstances.
- 5.8 The Recipient must provide Metro South with reasonable access to the Recipient's systems and records for the purpose of auditing the Recipient's compliance with this Deed.

6 Data

- 6.1 The Recipient must only use Data:
 - (a) for the Authorised Purpose; and
 - (b) in accordance with applicable laws.
- 6.2 If Schedule 2 indicates that Data is being disclosed to the Recipient on the basis that the disclosure of Data will not identify any person, the Recipient must not access or use Data, including by matching it with other information or undertaking any other process, to produce personal information or otherwise identify an individual.
- 6.3 Notwithstanding clause 6.2 (if applicable), if the Recipient receives or otherwise has access to Personal Information in the course of accessing or using QOOL Analysis or Data, the Recipient must comply with:



- (a) parts 2 and 3 of Chapter 2 of the Information Privacy Act 2009 as if they were a government agency; and
 - (b) such other privacy and security measures required by Metro South as advised in writing from time to time.
- 6.4 The Recipient must not:
- (a) provide or disclose Data to any person, or allow any person to access Data, unless the person is an Authorised User, except as required by law or with Metro South's prior written consent; or
 - (b) do anything that causes or is likely to cause Metro South or any other person to be in breach of any law.
- 6.5 The Recipient must store and protect Data in its possession or control with appropriate security measures, having regard to:
- (a) the nature of the information;
 - (b) the medium in which it is stored; and
 - (c) any instructions provided by Metro South.

7 Publications

- 7.1 Where the Recipient or an Authorised User publishes any document developed using Data, the Recipient must ensure the document cites the Data source and date accessed in the following format:
- "Queensland Health. Oncology Analysis System (QOOL Analysis). Brisbane: Queensland Cancer Control Analysis Team. <https://qool.health.qld.gov.au/QOOLAnalysis> (accessed dd-mmm-yyy)"
- 7.2 If the Recipient or an Authorised User undertakes research using Data, and the Recipient or Authorised User wishes to publish an abstract that refers to Data, the Recipient:
- (a) must ensure the abstract includes a citation in the following format:

"Data used in the preparation of this article was obtained from the Queensland Oncology Repository (QOR). QOR is managed by the Queensland Cancer Control Analysis Team (QCCAT)".
 - (b) does not need to include reference to The Partnership, QCCAT, QCR or QOR in the authorship of the abstract; and
 - (c) must upload the published abstract to the QLD Cancer Control Analysis Team website (<https://QCCAT.health.qld.gov.au/>) after it has been accepted or presented (whichever occurs first).
- 7.3 If the Recipient or an Authorised User undertakes research using Data, and the Recipient or Authorised User wishes to publish a manuscript that refers to Data, the Recipient must ensure that the authorship line of the manuscript, after the named authors, includes the phrase "and the Queensland Cancer Control Safety and Quality Partnership*" with the asterisk referring to the following statement and list of names:
- "*Data used in the preparation of this article was obtained from the Queensland Oncology Repository managed by the Queensland Cancer Control Analysis Team under the auspices of the Queensland Cancer Control Safety and Quality Partnership, a gazetted quality assurance committee under the *Hospital and Health Board Act 2011*. The Partnership contributed data but did not participate in the analysis or writing of this report."
- 7.4 The Recipient can seek prior written approval from Metro South for any variation of the citations in clause 7 proposed to be inserted in the abstract or manuscript.

8 Notification of Breach

- 8.1 If the Recipient:
- (a) is required under any law (whether that be through a court order, subpoena, warranty, notice of non-party disclosure or discovery under the Right to Information Act 2009 (Qld)) to disclose Data; or
 - (b) becomes aware of any breach of this Deed by the Recipient,
the Recipient must, without limiting Metro South other rights in the case of a breach:
 - (c) immediately notify Metro South so Metro South can determine and take whatever action it considers necessary to protect Metro South's interests;
 - (d) fully co-operate with Metro South; and
 - (e) use its best efforts to prevent the reoccurrence of any breach.

9 Intellectual Property Rights

- 9.1 As between the parties, title to, and ownership of all Intellectual Property Rights in, Data belong to Metro South.
- 9.2 Subject to the other terms of this Deed, Metro South grants the Recipient a limited, non-exclusive, non-transferable licence to exercise Intellectual Property Rights in Data for the Authorised Purpose.
- 9.3 This Deed does not give Metro South any ownership or licence of any Intellectual Property Rights created or owned by the Recipient.

10 Liability

- 10.1 Metro South makes no guarantee that QOOL Analysis or Data will be free from errors, defects, viruses or other contamination which may corrupt or damage software, equipment or data.
- 10.2 Metro South will not be liable (including liability for negligence) for any loss or damage (including direct, indirect, punitive, special or consequential) whatsoever arising out of a person's use of, reliance on, access to or inability to use or access QOOL Analysis or Data.

11 Indemnity

- 11.1 To the fullest extent permitted by law, the Recipient indemnifies Metro South for all Loss resulting from a Claim arising from or relating to the Recipient's access to or use of QOOL Analysis or Data.

12 Dispute Resolution

- 12.1 The parties agree to work towards settling any dispute relating to this Deed as follows:
- (a) by negotiation at first instance (to be carried out in good faith); and
 - (b) if an acceptable resolution cannot be achieved within 14 days of commencing negotiations (or such longer period if agreed by the parties), by attending mediation with a mediator approved by the President of the Queensland Law Society.

13 Termination

- 13.1 Metro South may terminate this Deed immediately by giving notice to the Recipient if:
- (a) the Recipient breaches this Deed and the breach cannot be remedied;
 - (b) the Recipient breaches this Deed and the breach is not remedied within 14 days of Metro South notifying the Recipient of the breach; or



- (c) the Recipient becomes bankrupt or insolvent.
- 13.2 Either party may terminate this Deed at any time by giving the other party no less than 30 days' notice.
- 13.3 Upon this Deed being terminated under clause 13.1 or 13.2, the Recipient must:
- (a) immediately stop accessing QOOL Analysis and stop using any Data in its possession or control;
 - (b) within 7 days permanently destroy any materials in its possession or control that contain Data, and permanently delete all electronic copies of Data in its possession or control; and
 - (c) if requested by Metro South, confirm in writing that this clause has been fully complied with.
- 13.4 Termination of this Deed will not:
- (a) affect any claim or action either party may have against the other by reason of any prior breach of this Deed; or
 - (b) relieve either party of any obligation under this Deed that survives its termination or expiry.

14 Assignment and Novation

- 14.1 The Recipient must not assign or novate all or any part of its rights under this Deed at any time.

15 Notices

- 15.1 Any notice under this Deed must be in writing, and served by hand delivery or by courier with tracking capabilities or by facsimile (confirmed by receipt of the original) to the address or facsimile number of the relevant party shown below:

Recipient

See Schedule 1.

Metro South

Attention: Manager, Qld Cancer Control Analysis Team (QCCAT)

Address: Level 1, B2, 2 Burke Street, Woolloongabba Qld 4102

Fax:

Email: qccat@health.qld.gov.au

- 15.2 A notice will be deemed to be given:
- (a) if posted - two days after the date of posting;
 - (b) if delivered - on the date of delivery;
 - (c) if faxed - on the date the sender's facsimile machine notes a complete and successful transmission; or
 - (d) if emailed - on the date of the email.
- 15.3 Despite the preceding paragraphs in this clause, any fax or email that is received after 5:00 pm will be deemed to be given on the next Business Day.
- 15.4 Where the Recipient is more than one person, a notice sent by Metro South to the address in Schedule 1 is taken to be sent to all Recipients.

16 Governing Law

- 16.1 This Deed is governed by the laws of Queensland and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts in Queensland.

17 Severability

- 17.1 If any part of this Deed is determined to be invalid, unlawful or unenforceable for any reason, then to the full extent permitted by law:
- (a) the offending provision will be severed from the rest of the Deed; and
 - (b) the remaining terms and conditions will continue to be valid and enforceable.

18 Variation

- 18.1 This Deed may only be varied in writing by way of a deed of variation that is signed by both parties.

19 Waiver

- 19.1 A party does not waive a right, power or remedy if it:
- (a) fails to exercise the right, power or remedy; or
 - (b) is delayed in exercising the right, power or remedy.
- 19.2 A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that right, power or remedy.
- 19.3 A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

20 Costs

- 20.1 Each party agrees to pay their own costs associated with the negotiation, preparation and execution of this Deed.

21 Further Assurances

- 21.1 Each party must do all things and execute all documents reasonably required to give effect to this Deed.

22 Entire agreement

- 22.1 This Deed constitutes the entire agreement between the parties and supersedes all prior negotiations, arrangements (written or oral) and agreements between them.

23 Novation by Metro South

- 23.1 Metro South may give notice to the Recipient (**Novation Notice**) confirming this Deed is novated by Metro South to another person (**Novatee**).
- 23.2 Novation of this Deed takes effect from the date specified in the Novation Notice (**Novation Date**).
- 23.3 On the Novation Date:
- (a) this Deed will be novated so that the Novatee takes the place of Metro South under this Deed as though the Novatee has always been a party to this Deed instead of Metro South;
 - (b) the Novatee will be liable to the Recipient for performance of all of Metro South's obligations under this Deed (whether those obligations arose before or after the Novation Date); and
 - (c) Metro South will have no further liability under this Deed.
- 23.4 Metro South, the Recipient and the Novatee must prepare and enter into such documents necessary and/or required to give effect to any novation under this clause.

24 Clauses Surviving this Deed

- 24.1 The following clauses survive termination of this Deed:



- (a) clause 7 (Publications);
- (b) clause 8 (Notification of Breach);
- (c) clause 10 (Liability);
- (d) clause 11 (Indemnity);
- (e) clause 12 (Dispute Resolution); and
- (f) clause 13.3 (Termination).

Schedule 1 – Particulars

Item	Particulars
Recipient	[Insert the Recipient's name. Where the Recipient is a company, insert the company name and ABN. Where the Recipient is an individual or group of individuals, insert the name of each Recipient.]
Address for notices	[Insert and address for notices to the Recipient. Only one address should be included, even where the Recipient is a group of individuals.] Attention: Street address: Fax: Email:

Schedule 2 – Authorised Purpose

Column 1	Column 2
Basis for disclosure of Data (select whichever is applicable)	Authorised Purpose
<input type="checkbox"/> (Research) The disclosure of Data is for research pursuant to an application granted by the QH Chief Executive under chapter 6, part 4, division 2 of the Public Health Act 2005.	Research purposes, as described in the application, and subject to any conditions determined by the QH Chief Executive in granting the application.
<input type="checkbox"/> (Public interest) The disclosure of Data has been authorised by the QH Chief Executive as being in the public interest under s241 of the Public Health Act 2005.	The public interest purpose authorised by the QH Chief Executive.
<input type="checkbox"/> (Data collection and public health monitoring) The disclosure of Data has been authorised by the QH Chief Executive to a person contracted by Queensland Health to analyse, monitor or evaluate public health under s242 of the Public Health Act 2005.	The purpose of analysing, monitoring and evaluating public health, as authorised by the QH Chief Executive.
<input type="checkbox"/> (Health services) The disclosure of Data has been authorised by the QH Chief Executive to a person contracted by Queensland Health to evaluate, manage, monitor or plan health services under s243 of the Public Health Act 2005.	The purpose of evaluating, managing, monitoring and planning health services, as authorised by the QH Chief Executive.
<input type="checkbox"/> (Non-identifiable information) The disclosure of Data will not identify any person, and so is permitted under s249(b) of the Public Health Act 2005.	Any purpose.



Executed as a Deed.

Executed by Metro South Hospital and Health Service (Via Queensland Cancer Control Analysis Team) by its authorised officer in the presence of:

Signature of witness

Full name of witness

Signature of Manager, Queensland Cancer Control Analysis Team, Metro South Health

Name of Manager, Queensland Cancer Control Analysis Team, Metro South Health

Date

Where the Recipient is a company, the following execution clause should be used:

Executed by the Recipient in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director

Full name of director

Date

Signature of company secretary/director

Full name of company secretary/director

Date

Where the Recipient is an organisation, but not a company, the following execution clause should be used: by its authorised officer in the presence of:

Signature of witness

Full name of witness

Date

Signature of authorising person

Full name of authorising person

Date



**Where the Recipient is an individual, the following execution clause should be used.
Where the Recipient is a group of individuals, the following execution clause should be repeated and used for each individual.**

Executed by the Recipient in the presence of:

Signature of witness

Signature of individual Recipient

Full name of witness

Name of individual Recipient

Date

Executed by the Recipient in the presence of:

Signature of witness

Signature of individual Recipient

Full name of witness

Name of individual Recipient

Date

Executed by the Recipient in the presence of:

Signature of witness

Signature of individual Recipient

Full name of witness

Name of individual Recipient

Date



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Signature of witness

Full name of witness

Signature of individual Recipient

Name of individual Recipient

Date

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Signature of witness

Full name of witness

Signature of individual Recipient

Name of individual Recipient

Date

Executed by the Recipient in the presence of:

Signature of witness

Full name of witness

Signature of individual Recipient

Name of individual Recipient

Date