



Access Agreement for the National Coroners Information System

Victorian Institute of Forensic Medicine

and

Authorised Organisation

< *M00* - - >

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THIS AGREEMENT IS MADE the

day of

YYYY

PARTIES:

Victorian Institute of Forensic Medicine a body corporate established pursuant to the *Coroners Act 1985* (Vic)

(VIFM)

and

Authorised Organisation <M00- ->

(Authorised Organisation)

1. Background

- A. The National Coroners Information System (NCIS) is a national data storage and retrieval system for coronial information that has been designed to provide a high quality information system to Australian Coroners, their staff, public sector agencies, and researchers with an interest in public health and safety.
- B. Pursuant to a Licence Agreement entered into between VIFM and each Participating Jurisdiction, VIFM is authorised to:
 - 1. store and access Data on the NCIS; and
 - 2. allow Authorised Users and Third Parties to access Data in accordance with the Access Rules attached to the Licence Agreement.
- C. The Authorised Organisation wishes to gain, and has applied to VIFM for, access to those items of Data specified in the Application. Access to the specified items of Data will assist the Authorised Organisation in complying with the purposes set out in Schedule 2.
- D. The Application has been approved by the Ethics Committee, subject to the Authorised Organisation entering into this Agreement, including any Special Conditions set by the Ethics Committee.

GENERAL CONDITIONS

2. Interpretation

2.1 These definitions apply to this Agreement, unless a contrary intention appears:

“**Access Permissions**” means a user name and password to enable access to Data via the internet only at the level of data access that has been approved by the relevant Ethics Committee/s.

“**Access Rules**” means the rules relating to access to the Data set out in the schedule to the Licence Agreement.

“**Agreement**” means this Agreement.

“**Application**” means an application for access to Data in the form approved by the Ethics Committee, and/or the approved Western Australian Coronial Ethics Committee application form where relevant, which is completed by the Authorised Organisation when it wishes to access Data, or parts thereof.

“**Authorised Organisation**” means an organisation that has had an Application approved by the Ethics Committee and that is therefore a party to this agreement.

“**Authorised User**” means an employee, servant or agent of the Authorised Organisation nominated in Schedule 6 and approved by VIFM or such other employee, servant or agent subsequently nominated in writing by the Authorised Organisation and approved by VIFM;

“**Coroner**” means the State Coroner, the Chief Coroner, or the Chief Magistrate responsible for coronial matters.

“**Data**” means the coronial information provided by Participating Jurisdictions and compiled, collated and stored in the NCIS.

“**Ethics Committee**” means the Department of Justice Research Ethics Committee, being an Ethics Committee established in accordance with the National Statement on Ethical Conduct Involving Humans issued by the National Health and Medical Research Council in accordance with the *National Health & Medical Research Act 1992* (Cth), or such other Ethics Committee notified by VIFM to the Authorised Organisation, and in the case of Authorised Organisations which request identifying data from Western Australia, means the Western Australian Coronial Ethics Committee established under the auspices of the *Coroners Act 1996*.

“**Identifying Data**” means any Data, whether information or an opinion and whether true or not, which does or may tend to identify an individual,

whether or not that individual is the subject of the coronial investigation or otherwise.

“Licence Agreement” means one of the licence agreements entered into by VIFM with each Participating Jurisdiction.

“NCIS” means the National Coroners Information System, being a remote data entry and retrieval system, managed by the VIFM.

“NCIS Privacy Protocols” means the NCIS Privacy Protocols developed by the NCCCI for the NCIS and endorsed by the Standing Committee of Attorneys-General on 27 July 2000, and any amendments to that document subsequently endorsed by the Standing Committee of Attorneys-General.

“Participating Jurisdictions” means those jurisdictions that provide coronial information to the NCIS.

“Parties” means the parties to this Agreement.

“Relevant Coroner” means the State or Chief Coroner of the State or Territory from which specific Data originated.

“Schedule” means a Schedule to this Agreement.

“Special Conditions” means reference to any conditions specified by the Ethics Committee outlined in Schedule 1 of this Agreement.

“Third Party” means any individual, organisation or agency with a statutorily mandated statistical function or with a role in research into, or development of, policy for public health and safety.

- 2.2 Words importing the singular number include the plural and words in the plural include the singular.
- 2.3 Words importing a gender include any other gender.
- 2.4 Clause headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.
- 2.5 A reference in this Agreement to a statute or a section of a statute includes all amendments to that statute or section referred to or incorporating any of its provisions.
- 2.6 The Background and the Schedules form a part of this Agreement.

3. Term

- 3.1 This Agreement operates for the term specified in Schedule 1, unless otherwise varied or terminated in accordance with this Agreement.

4. Purpose

- 4.1 The Authorised Organisation warrants that all Data obtained from the NCIS will be used solely for the purposes specified in the Application.

5. Access

- 5.1 The Authorised Organisation is granted the right to access the Data items specified in Schedule 3, in accordance with the terms and conditions set out in this Agreement, including the Special Conditions noted in Schedule 1, and the Access Rules.
- 5.2 The Authorised Organisation will ensure that it and the Authorised Users will neither alter nor modify in any way original items of the Data to which they have access.
- 5.3 The Authorised Organisation acknowledges that a Coroner responsible for a particular case may determine that access to Data relating to that case be restricted to specified persons, and that VIFM is bound by such a determination.
- 5.4 The Authorised Organisation acknowledges that if a Licence Agreement between VIFM and one or more Participating Jurisdictions is terminated, the Authorised Organisation's right to access Data provided by those Participating Jurisdictions will be terminated by VIFM, and the Authorised Organisation may be required to return or destroy all originals, or copies, of such Data.
- 5.5 VIFM will notify the Authorised Organisation in writing of any requirement to return or destroy Data in accordance with clause 5.4, specifying the date by which the Authorised Organisation must return or destroy Data.

6. Other information requested

- 6.1 If the Authorised Organisation requests access to coronial information other than the Data, the Authorised Organisation will direct such request to VIFM and not to the Coroner's Office of the Participating Jurisdiction.

7. Access fee

- 7.1 The Authorised Organisation agrees to pay the fee or fees for access set out in Schedule 4.

8. Security obligations

- 8.1 The Authorised Organisation warrants that it has in place in its organisation, and will comply with, for so long as the Data is in the possession or control of the Authorised Organisation, the security measures specified in Schedule 5.

9. Authorised Users

- 9.1 VIFM may grant Access Permissions to one or more Authorised Users nominated by the Authorised Organisation where such persons are employees, servants or agents of the Authorised Organisation.
- 9.2 The Authorised Organisation nominates the persons set out in Schedule 6 to be Authorised Users.
- 9.3 If an Authorised User:
- 9.3.1 no longer requires Access Permissions for the purposes of their employment or service; or
 - 9.3.2 leaves the employment or service of the Authorised Organisation,
- the Authorised Organisation must immediately notify VIFM in order that the former Authorised User's Access Permissions be discontinued.
- 9.4 The Authorised Organisation may from time to time during the operation of this Agreement, nominate in writing replacement or additional employees, servants or agents to be Authorised Users.
- 9.5 The Authorised Organisation warrants that:
- 9.5.1 the Authorised Users nominated in Schedule 6 will not disclose their Access Permissions or any part thereof to any person whatsoever; and
 - 9.5.2 whenever Data is left unattended by an Authorised User, it will be stored in a secure environment, such as a secure network file system, locked drawer or locked filing cabinet.

10. Disclosure, release or publication of Data

- 10.1 The Authorised Organisation warrants that neither it nor its employees, servants or agents (including but not limited to the Authorised Users) will disclose, release or publish Data to any other person or organisation, except as authorised by this Agreement.
- 10.2 The Authorised Organisation agrees that where it or its employees, servants or agents (including but not limited to the Authorised Users) disclose, release or publish Data, or reports based on Data, pursuant to clause 10.1, such disclosure, release or publication will represent the Data in an accurate and truthful manner and will not represent the Data in a manner that may be misleading.

11. NCIS Privacy Protocols

- 11.1 The Authorised Organisation agrees that it and all its employees, servants and agents will be bound by the terms of the NCIS Privacy Protocol, a copy of which is attached at Schedule 7.

12. Ethics Committee Approval

- 12.1 The Authorised Organisation agrees that it and all its employees, servants and agents will be bound by all and any of the Special Conditions in relation to the Authorised Organisation's Application as outlined in Schedule 1.
- 12.2 The Authorised Organisation acknowledges that continued access pursuant to this Agreement is subject to the continued approval of the Ethics Committee.

13. Contact with Next of Kin

- 13.1 The Authorised Organisation agrees that neither it nor its employees, servants or agents will contact or seek to contact the next of kin or other family member of a deceased person to whom Data relates, without the prior express written permission of the Relevant Coroner.

14. Identification of Issue of Concern

- 14.1 If, in the course of accessing, reviewing or analysing Data, an Authorised Organisation or an Authorised User becomes aware of any issue of concern to public health and safety as defined in the "*Guidelines Relating to Issues of Concern to Public Health & Safety*" determined by the Coroners, the Authorised Organisation must immediately notify VIFM.

15. Data Matching

- 15.1 The Authorised Organisation agrees that neither it nor its employees, servants or agents will attempt to match any Data with any other information for the purposes of attempting to identify individuals for any purpose other than Data verification.

16. Publication of Identifying Data

- 16.1 The Authorised Organisation agrees that it will not, without the express written permission of the Relevant Coroner or Coroners, publish any Identifying Data.

17. Acknowledgement of Source of Data

- 17.1 The Authorised Organisation agrees that where it publishes any report or document, the content of which is based wholly or partly on Data, the Authorised Organisation will acknowledge:
- (a) VIFM as the source organisation of that Data; and
 - (b) NCIS as the database source of Data.

18. Copies of Reports and Publications

- 18.1 The Authorised Organisation agrees to provide to VIFM a copy of all and any reports or documents produced using Data obtained pursuant to this Agreement prior to those reports being published.

19. Copyright and intellectual property

- 19.1 The Authorised Organisation acknowledges that copyright and intellectual property in the Data is at all times vested in the Participating Jurisdiction from which the Data originated.

20. Disclaimer and release

- 20.1 The Authorised Organisation acknowledges and agrees that the Data has been acquired from various sources and therefore is recorded and stored at different levels of reliability.
- 20.2 Neither VIFM nor any Participating Jurisdiction from which Data originated warrants that the Data is accurate or reliable and the Authorised Organisation agrees that VIFM and any Participating Jurisdiction shall be in no way liable for any loss, damage or injury suffered by it or any other person or corporation consequent upon the existence of any errors in the Data.
- 20.3 VIFM does not warrant that the Data when accessed will be capable of being processed on any computer equipment owned or used by the Authorised Organisation.

21. Breach

- 21.1 Where an Authorised Organisation or an Authorised User becomes aware of any unauthorised access or any breach of any of the provisions of this Agreement, the Authorised Organisation must immediately notify VIFM.

22. Suspension

- 22.1 VIFM may immediately and without notice suspend the Access Permissions of the Authorised Organisation where:
- (a) required to do so by the written direction of a Relevant Coroner; or
 - (b) VIFM becomes aware of any known or suspected breach of the provisions of this Agreement.
- 22.2 Where Access Permissions have been suspended in accordance with clause 22.1, VIFM must:
- (a) notify the Authorised Organisation in writing of the reasons for the suspension; and

- (b) give the Authorised Organisation all reasonable opportunities to either disprove the known or suspected breach or to rectify the breach to the satisfaction of VIFM and the Relevant Coroner.

23. Termination

- 23.1 This Agreement may be terminated:
- (a) by VIFM immediately and without notice where the Authorised Organisation itself, or through any of its employees, servants, agents or Authorised Users, is in breach of a condition of this Agreement;
 - (b) by VIFM immediately and without notice where directed in writing to do so by any Coroner;
 - (c) by VIFM at any time by giving notice in writing to the Authorised Organisation that VIFM no longer has the capacity to provide the Data;
 - (d) by the Authorised Organisation at any time by giving notice in writing to VIFM; or
 - (e) by the Authorised Organisation discontinuing use of the Data and so notifying VIFM.
- 23.2 If this Agreement is terminated pursuant to clause 23.1, all rights of access by the Authorised Organisation to the Data shall be withdrawn by VIFM and the Authorised Organisation shall destroy all copies of Data in its possession or control and then certify in writing to VIFM that through its best efforts and to the best of its knowledge, all copies of the Data have been destroyed.

24. Indemnity

- 24.1 The Authorised Organisation indemnifies and will keep indemnified VIFM and Participating Jurisdictions from and against any claim, demand, action, suit or proceeding that may be made or brought by any person in respect of:

- (a) personal injury;
- (b) death;
- (c) loss of or damage to property; or
- (d) any other loss or damage,

arising out of an unlawful act, or negligent act or omission in the performance of this Agreement by the Authorised Organisation or its partners, employees and agents and also for any costs and expenses that may be incurred in connection with any such claim, demand, action, suit or proceeding.

However, the indemnity shall be reduced proportionately to the extent that any negligent or other tortious act or omission of the VIFM has through its employees, agents or contractors contributed to such loss, cost, expense or liability.

25. Relationship between the Parties

25.1 Nothing in this Agreement constitutes any fiduciary relationship between the Parties or any relationship of employer or employee, principal and agent, or partnership between the Parties.

26. Jurisdiction

26.1 This Agreement shall be governed by the law for the time being in Victoria and Victorian courts have jurisdiction.

27. Survival

27.1 Clauses 10, 11, 16, 19, 24, 25 and 26 survive the expiry or termination of this Agreement.

28. Variation

28.1 This Agreement, including all Schedules, may be varied by mutual agreement evidenced in writing between the Parties.

SCHEDULE 1

1. **Authorised Organisation** means the **Authorised Organisation**.
2. **Access Agreement** – agreement dated _____ between the Authorised Organisation and VIFM.
3. **Authorised Organisation’s Address for Service**
Company
Address 1
SUBURB STATE Postcode
4. **Term of Agreement:** (period specified in application, or three years maximum)
5. **Special Conditions**

Ethics Committee conditions:

1. That there be a review by the Ethics Committee after three years;
2. That the Authorised Organisation notifies the VIFM and Ethics Committee if it becomes aware of any unforeseen events that may warrant changes to the purpose for which access was approved;
3. That any proposed changes to the purpose for which access to NCIS data was approved be referred back to the Ethics Committee via the VIFM for approval before such changes are implemented;
4. That the Authorised Organisation submits an annual report every 12 months providing a brief summary of the outcomes of its use of NCIS data, and a completion report at the conclusion of the research.
5. That the Authorised Organisation submits copies via the VIFM of any relevant publications, papers, theses, conference presentations or audiovisual materials that result from this research.

Western Australian Coronial Ethics Committee conditions (if applicable):

SCHEDULE 2

Purpose for which Access is sought

The Authorised Organisation seeks access to the Data for the purposes set out in NCIS Application Number M00--, in particular:

- purposes/aims,
- statutory requirements,
- how the information will be collected
- how the information will be disseminated

SCHEDULE 3

Data to which Access has been approved by the Ethics Committee

- Level 1 / 2 for <jurisdiction/s> data.

SCHEDULE 4

Access Fees

The Authorised Organisation confirms their intention to request the following NCIS product/services:

Product / service selected

In accordance with the NCIS User Pays System, the Authorised Organisation agrees to pay the following fee/fees associated with the above products/services on an annual basis.

Access fee (GST inclusive).

The applicable products/services can be amended upon notification to the VIFM.

SCHEDULE 5

Security Measures

- 1. Internal security measures of Authorised Organisation.**
- 2. Storage of information.**
- 3. Disposal of information at conclusion of project.**

SCHEDULE 6

Nominated Authorised Users

Name:

Position:

Responsibilities:

**Period of time with Authorised
Organisation:**

Postal Address:

Tel:

Fax:

Email:

Name:

Position:

Responsibilities:

**Period of time with Authorised
Organisation:**

Postal Address:

Tel:

Fax:

Email:

Name:

Position:

Responsibilities:

**Period of time with Authorised
Organisation:**

Postal Address:

Tel:

Fax:

Email:

SCHEDULE 7

NCIS Privacy Protocols

Statement of Purpose

1. The NCIS is a national data storage and retrieval system for coronial information. The Coroners' jurisdiction in Australia is to:

- investigate 'sudden and unexpected', or 'violent and unnatural' deaths;
- to determine what caused such deaths; and
- where appropriate, indicate ways in which similar deaths may be prevented in future.

2. The information collected during the course of coronial investigations and the findings of Coroners are also useful to organisations with an interest in public health and safety. Prior to the development of the NCIS, the lack of a systematic, national database of coronial information hampered the function of coroners in identifying similar problems around the country, and public sector health and safety organisations in developing informed and timely policy responses to identified risk factors. The NCIS has been designed to provide a high quality information system to coroners, and public sector agencies and researchers with an interest in public health and safety.

3. Coroners and the VIFM are sensitive to the need to protect the privacy of personal information stored on the NCIS. Although this information primarily relates to deceased persons, the information is still regarded as potentially sensitive to the deceased's relatives and friends.

4. These protocols have been produced after reviewing the various privacy regimes in Australia, in particular:

- the Commonwealth *Privacy Act 1988*;
- the Victorian *Information Privacy Act 2000*;
- the New South Wales *Privacy and Personal Information Protection Act 1998*; and
- the National Health and Medical Research Council's "*Guidelines for the Protection of Privacy in the Conduct of Medical Research*".

Definitions

‘Access Agreement’ means an agreement executed in writing between VIFM and a third party which entitles that third party to access Data, either via online access or such other means as agreed between the parties, subject to any specified terms and conditions.

‘Authorised Organisation’ means a third party with which VIFM has entered into a written Access Agreement.

‘Authorised User’ means an employee, servant or agent of an Authorised Organisation who has been given a log-on identification name and password by VIFM pursuant to the Access Agreement entered into between VIFM and the Authorised Organisation.

‘collect’ includes recording or downloading data.

‘Data’ means the information compiled, collated and stored on the NCIS, and includes personal information.

‘Ethics Committee’ means the Department of Justice Research Ethics Committee, or such other Ethics Committee notified by VIFM to the Authorised Organisation, and in the case of Authorised Organisations which request identifying data from Western Australia, means the Western Australian Coronial Ethics Committee.

‘NCIS’ means the National Coroners Information System database managed by VIFM.

‘Personal Information’ means information or an opinion, whether true or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

‘VIFM’ means the Victorian Institute of Forensic Medicine a body corporate established pursuant to the *Coroners Act 1985* (Vic).

Protocols

1. Access to and Collection of Data

1.1 An Authorised User may only access and collect Data from the NCIS that is necessary for the purpose for which access to the NCIS was approved.

2. Security of Data

2.1 An Authorised Organisation that has obtained access to or is in possession of Data must ensure that any such Data, for so long as it is in the possession or control of the Authorised Organisation, is protected by all reasonable security safeguards.

2.2 Whenever Data is left unattended by an Authorised User, it must be stored in a secure environment such as a secure network file system, locked drawer or locked filing cabinet.

2.3 An Authorised User must not under any circumstance disclose their user name or password to any person for any reason. An Authorised User who becomes aware that any person has obtained unauthorised access to the NCIS or has obtained information regarding a user's logon name or password must immediately notify VIFM.

2.4 Authorised Organisations and Authorised Users must ensure that the original Data is not altered or modified in any way.

3. Use of Data

3.1 An Authorised Organisation may only use Data for the purpose for which access to the NCIS was approved and in a manner that is consistent with any restrictions imposed on access pursuant to the Access Agreement.

4. Disclosure of Data

4.1 An Authorised User who has obtained Data must not disclose Data to any other person unless such disclosure is specifically authorised by the Access Agreement or unless the disclosure is required or authorised by or under law.

4.2 An Authorised Organisation must ensure that any report or publication based on or containing Data is presented accurately.

4.3 Any report or publication published by an Authorised Organisation that contains or refers to Data must not contain any Personal Information.

5. Return or destruction of Data

5.1 Once an Authorised Organisation no longer requires the Data for the purpose for which it was collected, the organisation must ensure that it is destroyed or must otherwise ensure that appropriate and secure archive arrangements are in place. Where an organisation intends to archive the Data, the organisation must ensure that any identifying Data is permanently de-identified prior to being archived. Where an organisation intends to destroy the Data, it must ensure that the Data is destroyed using a secure method such as shredding.