



Portal Operator Registration Agreement

My Health Record System: View only access

between the

Australian Digital Health Agency

ABN 84 425 496 912

and

[Click here to enter Portal Operator name.](#)

For execution by an individual trustee, the Portal Operator Name field should be:

[Name] in [his/her] own capacity and as Trustee for the [Trust name]

For execution by a company trustee, the Portal Operator Name field should be:

[Company name] in its own capacity and as Trustee for the [Trust name]

ABN [Click here to enter Portal Operator ABN.](#)

in relation to

[Click here to enter description of services.](#)

OFFICIAL

[Before sending out this deed of agreement, ensure you have:]

- obtained a DH contract reference number from Agency Contracts to include below;***
- filled in all the required information on page 2;***
- attached the Interoperability Requirements to each relevant part of the Schedule;***
- selected the correct signature block for the portal operator and filled in the correct details in the signing page (page 29);***
- filled out the required details in the Attachment A of the Trade Mark Licence Terms in Annexure C;***
and
- deleted all instruction text in yellow.]***

Reference No: [Click here to enter contract reference number.](#)

Note: The purpose of this deed of Agreement is to satisfy the System Operator that the person applying to be a View Only Portal operator:

- **complies with the My Health Records Act and Rules, and**
- **agrees to be bound by the conditions of registration outlined in this document.**

By entering into this Agreement you are applying to be a portal operator under section 47 of the My Health Records Act 2012.

This Agreement comes into effect on the date both parties have executed this Agreement and you have signed the required application and registration forms, making you a Registered Portal Operator for the purposes of the My Health Records Act 2012.

Parties

Parties: System Operator and Portal Operator

<p><i>Any queries you have about this agreement should be directed to this person.</i></p>	<p>System Operator ("us", "we", "our")</p>	<p>Australian Digital Health Agency</p> <p>ABN 84 425 496 912</p> <p>Contact person: [insert]</p> <p>Phone number: [insert]</p> <p>E-mail address: [insert]</p> <p>Postal address: Level 25, 175 Liverpool Street, Sydney NSW 2000</p>
<p><i>Portal operators will need to authorise an employee to be their contact person for the purposes of the My Health Record system, including in connection with this agreement.</i></p>	<p>Portal Operator ("you", "your")</p>	<p>Click here to enter Portal Operator Name.</p> <p>ABN Click here to enter Portal Operator ABN.</p> <p>Contact person: [insert]</p> <p>Phone number: [insert]</p> <p>E-mail address: [insert]</p> <p>Postal address: [insert]</p>
<p><i>The contact person may or may not be the same person who executes this agreement on behalf of the portal operator. This is a matter for the portal operator.</i></p>		

- Background**
- A** The My Health Record system (the **System**) is designed to place individuals at the centre of their own healthcare. It does this by enabling access to important health information when and where it is needed by Registered Healthcare Recipients and their Healthcare Providers.
- B** A range of private and public sector entities will participate in the System, including Healthcare Provider organisations, registered repository operators and registered portal operators and registered contracted service providers to registered Healthcare Providers.
- C** Rights and obligations for Participants are set out in a number of places including:
- I the *My Health Records Act 2012*, *My Health Records Rule 2016*, *Healthcare Identifiers Act 2010* and the regulations made under those Acts; and
 - II in agreements similar to this one.
- D** A portal operator wishing to operate an electronic interface that facilitates access to the System must be a Registered Portal Operator. This Agreement is a precondition to the System Operator registering the portal operator as a Registered Portal Operator. This Agreement is limited to a View Only Portal.
- Definitions and interpretation** **1** Definitions and rules for interpreting this Agreement are set out in clause 16.
- Commencement and term** **2**
- 2.1 Subject to clause 2.2, this Agreement commences on the date it is executed by both parties and ends when it terminates in accordance with clause 14.
- 2.2 The provisions of this Agreement, other than this clause 2 and clause 16 (Definitions and interpretation), 8 (Costs) and 15 (Miscellaneous), do not become binding unless and until:
- (a) you complete the Production Environment Access Request Form and the Portal Operator Registration Form and receipt of them is acknowledged in writing by the System Operator; and
 - (b) if you are State or Territory authority that is not bound by the Designated Privacy Law of the State or Territory, you are prescribed as an organisation under section 6F of the Privacy Act,
- (Conditions Precedent).**
- 2.3 The Conditions Precedent are for the benefit of the System Operator and may only be waived (in whole or in part) in writing by the System

Operator in its absolute discretion.

- Registration, suspension and cancellation of registration of portal operator**
- 3**
- 2.4 Despite any other provision of this Agreement or the Production Environment Access Request Form or the Portal Operator Registration Form, the System Operator will not be obliged to register you as a Registered Portal Operator unless the requirements in clause 3.1 are met.
- 3.1 In order to be registered and remain registered as a Registered Portal Operator, you must have accurately completed the Production Environment Access Request Form and Portal Operator Registration Form and we must be satisfied that:
- (a) you satisfy all the requirements of the My Health Records Act for registration as a Registered Portal Operator; and
 - (b) such registration would not compromise the security, integrity or operations of the System.
- 3.2 Subject to the My Health Records Act and My Health Records Rules, we may suspend or cancel your registration as a Registered Portal Operator if, at any time:
- (a) we are satisfied that you do not satisfy all such requirements;
 - (b) the cancellation or suspension is reasonably necessary to prevent a contravention of the My Health Records Act or this Agreement, or is in accordance with the My Health Records Act or My Health Records Rules;
 - (c) you fail to comply with the Interoperability Requirements (to the extent applicable to the View Only Portal) and subject to clause 4.4 of this Agreement;
 - (d) you request us in writing to suspend or cancel your registration; or
 - (e) otherwise in accordance with clause 14.2 of this Agreement.
- 3.3 If we suspend your registration as a Registered Portal Operator under clause 3.2 (a), (b) or (c), and in our sole opinion:
- (a) your non-compliance is able to be remedied; and
 - (b) it is appropriate in all the circumstances and consistent with all applicable Laws to afford to you a period of time to remedy the non-compliance,
- we will provide you with an opportunity within a defined timeframe to become compliant and satisfy all requirements of a Registered Portal Operator as set out in the My Health Records Act, the My Health Records Rules, and this Agreement. Nothing in this clause limits our rights to cancel your registration under clause 3.2.

- System Operator responsibilities**
- 3.4 This Agreement is a condition of your registration with the System Operator as a Registered Portal Operator, permitting you to provide a View Only Portal in accordance with this Agreement, the Interoperability Requirements, the approved Production Environment Access Request Form and Portal Operator Registration Form, and all applicable Laws.
- 4**
- 4.1 We will endeavour to ensure the System is available as required by Registered Healthcare Recipients and Representatives. However, some parts of the System, and some inputs such as telecommunications services, are outside our control. We do not represent, warrant or guarantee continuity of access to, or operation of, the System or that the System will be error free.
- 4.2 The System and its functionality will change over time. However, we will endeavour to consult with you or your representatives about any significant changes which may affect your access to the System.
- 4.3 We will notify you of any changes to the Interoperability Requirements.
- 4.4 If we give notice under clause 4.3 of changes to the Interoperability Requirements, we will allow reasonable time for you to review, assess and modify your operations to allow you to meet your obligations under this clause. You will maintain your status as a Registered Portal Operator, unless we are satisfied that you fail to remedy a non-compliance with the Interoperability Requirements within a reasonable time.
- 4.5 We consent to you communicating with us electronically in connection with the System provided that your electronic communications are directed to our Contact person listed above or any replacement Contact person we notify to you from time to time.
- Portal Operator responsibilities**
- Use of System data*
- 5**
- 5.1 You, as a Registered Portal Operator for a View Only Portal, are permitted to Use System data for the sole purpose of providing a View Only Portal.
- 5.2 You are not permitted, as a Registered Portal Operator for a View Only Portal to:
- (a) copy, record or hold any records of any System data and, if and to the extent you do hold any records of any System data you must delete all copies of that data;

- (b) Use System Data to target promotional and advertising material to any Registered Healthcare Recipient, Representative, Participant, individual, Entity or system; and
- (c) provide use of the View Only Portal to any Participant in the My Health Record system other than the System Operator.

Compliance with Privacy Act and other Laws

- 5.3 Subject to clause 5.5, you agree that, if you are not bound by the Privacy Act, you opt in to be bound by the Privacy Act and to be treated as an organisation as defined in Section 6C of the Privacy Act.
- 5.4 If clause 5.3 applies, you agree to notify the Information Commissioner, within 30 days after the date of this Agreement, that you have made the choice to be treated as an organisation pursuant to Section 6EA of the Privacy Act.
- 5.5 Unless you are a State or Territory authority and you are bound by your Designated Privacy Law, you must yourself, and must ensure that all of your employees, officers, contractors and agents who deal with Personal Information, are aware of and comply with the Privacy Act and the Australian Privacy Principles, and you must not do anything, and ensure that your employees, officers, contractors and agents do not do anything which, if done by us, would be a breach of an Australian Privacy Principle. You must notify us immediately if you become aware of a breach or possible breach of the Privacy Act, any Australian Privacy Principle or any of your obligations under this clause in connection with any use of the System or this Agreement.
- 5.6 If you are a State or Territory authority and you are bound by your Designated Privacy Law, you agree to be bound by your applicable laws relating to privacy or personal information, including any applicable principles, codes or directions issued under the relevant privacy laws.
- 5.7 If clause 5.6 applies, you must yourself, and must ensure that all of your employees, officers, contractors and agents who deal with personal information, are aware of and comply with your Designated Privacy Law, and you must not do anything, and ensure that your employees, officers, contractors and agents do not do anything which breaches any applicable laws relating to privacy or personal information, including any applicable principles, codes or directions issued under the relevant privacy laws. You must notify us immediately if you become aware of a breach or possible breach of your Designated Privacy Law or any of your obligations under this clause 5 in connection with any use of the System or this Agreement.

- 5.8 You must comply with, and ensure your employees, officers, agents and contractors comply with all Commonwealth and other applicable Laws, including laws applicable to privacy or personal information, the My Health Records Act and the My Health Records Rules. Nothing in this Agreement, including the Interoperability Requirements, constitutes legal advice to you. You must obtain your own legal advice regarding your compliance with all applicable Laws.
- 5.9 You must give, subject to reasonable notice during reasonable times and your reasonable security requirements (except where there is an actual or apprehended breach of the Law), the Auditor-General, the Commonwealth Ombudsman, the Information Commissioner and any of their delegates access to your personnel, premises, materials and records in order for any of those persons to be able to inspect and copy material and records for purposes associated with this Agreement, including your performance under it.

Data breach obligations

- 5.10 Unless you are a State or Territory authority who is bound by your Designated Privacy Law (in which case clause 5.13 applies), if you become aware that there are reasonable grounds to suspect that there may have been an Eligible Data Breach in relation to any Personal Information held by you as a result of this Agreement or your operation as a Registered Portal Operator, you agree to:
- (a) notify us in writing as soon as possible, which must be no later than within three (3) days of becoming aware; and
 - (b) unless otherwise directed by us, carry out an assessment in accordance with the requirements of the Privacy Act.
- 5.11 Where you are aware that there are reasonable grounds to believe there has been, or where we notify you that there has been, an Eligible Data Breach in relation to any Personal Information held by you as a result of this Agreement or your operation as a Registered Portal Operator, you must:
- (a) take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any of the individuals to whom the Personal Information relates;
 - (b) unless otherwise directed by us, take all other action necessary to comply with the requirements of the Privacy Act; and
 - (c) take any other action as reasonably directed by us.
- 5.12 In assessing whether an Eligible Data Breach may have occurred, you must have regard to any relevant guidelines, resources or information developed and made available by the Office of the Australian Information Commissioner in relation to Eligible Data Breaches.

- 5.13 If you are a State or Territory authority and you are bound by your Designated Privacy Law and you become aware that there are reasonable grounds to suspect that there may have been a data breach in relation to any personal information held by you as a result of this Agreement or your operation as a Registered Portal Operator, you must notify us in writing as soon as possible, which must be no later than within three (3) days of becoming aware.
- 5.14 If clause 5.13 applies and you are aware that there are reasonable grounds to believe there has been, or where we notify you that there has been, a data breach in relation to any personal information held by you as a result of this Agreement or your operation as a Registered Portal Operator, you must:
- (a) take all reasonable action to mitigate the risk of the data breach causing serious harm to any of the individuals to whom the personal information relates;
 - (b) unless otherwise directed by us, take all other action necessary to comply with the requirements of your Designated Privacy Law; and
 - (c) take any other action as reasonably directed by us.

Requirement to notify us of certain things

- 5.15 You must notify us of all matters you are required to notify to us in accordance with the My Health Records Act, My Health Records Rule, Privacy Act (if applicable), your Designated Privacy Law (if applicable) and other applicable Laws, including:
- (a) any privacy complaint in relation to your handling of Personal Information in connection with being a Registered Portal Operator for the purposes of this Agreement; and
 - (b) any data breach or suspected data breach which is required to be notified in accordance with the My Health Records Act, Privacy Act (if applicable), your Designated Privacy Law (if applicable), or which is required to be notified to any person (including any individual or the Information Commissioner) under any Law.
- 5.16 You must provide us with written notice within 14 days of when you become aware that you cease to be eligible to be registered as a Registered Portal Operator.
- 5.17 You must notify us in writing within 2 Business Days of any:
- (a) Material Change;
 - (b) Change of Control; or
 - (c) agreement or arrangement entered into which, if completed, would cause a Material Change or Change of Control (whether or not that agreement or arrangement is subject to conditions).

You must also notify us in writing within 14 days of any decision you make to cease providing the View Only Portal (which, to avoid doubt, excludes outages due to scheduled or unscheduled maintenance on the View Only Portal) and at least 14 days before you cease providing the View Only Portal.

Requirement to comply with directions

- 5.18 You must comply with any reasonable direction we make to ensure that you or we comply with any applicable Law (including, if applicable, your Designated Privacy Law), or Commonwealth policy.

Portal Operator location is within Australia

- 5.19 You represent and warrant, and must ensure at all times during the term of this Agreement, that:
- (a) you, your central management and control and the portal you operate will be located in Australia; and
 - (b) if you hold records for the purposes of the System or have access to information relating to such records, you have not and will not:
 - (i) hold, take, process or handle such records or information relating to such records; or
 - (ii) cause or permit another person to hold, take, process or handle such records or information relating to the records,outside Australia.

Interoperability Requirements

- 5.20 Subject to clauses 4.3 and 4.4, during the term of this Agreement you must comply with the Interoperability Requirements to the extent applicable to the View Only Portal (including all relevant security requirements).

Communication

- 5.21 You consent to us communicating with you electronically in connection with the System provided that our electronic communications are directed to your Contact person or any replacement Contact person you notify to us from time to time.

Consent

- 5.22 You must ensure that you facilitate access to the System only where:
- (a) the Registered Healthcare Recipient or their Representative has provided consent; or
 - (a) you are otherwise authorised by Law to do so.
- 5.23 You must ensure that, at or before the time that you seek consent of a Registered Healthcare Recipient from that recipient or his or her Representative, you explain each of your acts and practices that do or may fall within the scope of that consent.
- 5.24 To the extent practicable you must ensure that consents are current and specific. You must minimise any use of any bundled or general consents.

No endorsement

- 5.25 You must, unless otherwise agreed in writing by the System Operator, include a statement on your View Only Portal (that is sufficiently prominent to be easily noticed by users of the View Only Portal), to the effect that, although the System Operator has registered you as a Registered Portal Operator pursuant to its obligations under the My Health Records Act, such registration does not imply:
- (a) that the System Operator endorses the View Only Portal or any content, information or services provided through it or by you or your Associates;
 - (b) any affiliation of the System Operator with you, other than to register you as a Registered Portal Operator, in accordance with the requirements of the My Health Records Act, or your Associates; or
 - (c) any sponsorship by the System Operator of you or your View Only Portal or any service or content provided by you or your Associates.
- 5.26 You must ensure that your marketing or promotional material and your terms of use of the View Only Portal do not state or imply any of the things referred to in clause 5.25 (a) to (c).

Customer communications

5.27 You must ensure that your communications with each Registered Healthcare Recipient and their Representatives:

- (a) at the time they become your customer; and
- (b) again, at the time they de-link their access to the System through use of the View Only Portal,

make clear that if they wish to withdraw consent and cease accessing the System through facilitation of your View Only Portal, that does not mean they are deregistering with the System Operator as a Registered Healthcare Recipient or ceasing to be a Representatives for a My Health Record. You must advise your customers that, if they wish to cease to be a Registered Healthcare Recipient with a My Health Record or a Representative of a Registered Healthcare Recipient, they should go to www.myhealthrecord.gov.au.

5.28 If a Registered Healthcare Recipient or a Representative is unable to access the relevant My Health Record through your View Only Portal, you must:

- (a) not attempt to explain the reason why their access has been denied, unless you reasonably consider that the Registered Healthcare Recipient or Representative (as relevant) is unable to access your View Only Portal solely due to a technical issue within your control and capable of remedy; and
- (b) if the inability to access your View Only Portal is not due to a technical issue within your control and capable of remedy, direct the Registered Healthcare Recipient or Representative (as relevant) to contact the My Health Record help desk.

Trademark licence

5.29 We grant you a licence to use our trade marks on the terms set out in the trade mark licence terms at Annexure C to this Agreement.

Audit and access

6

6.1 You will be responsible for ensuring that you maintain records (including Access Audit Logs) in line with Commonwealth, State or Territory requirements concerning the retention of records. Upon our request you must provide us with access to your records and associated audit logs.

6.2 You acknowledge and agree that the System Operator or its nominees:

- (a) will monitor, log, and review your access and any of your end users' access to the System through your View Only Portal; and
- (b) without limitation to the System Operator's rights under this Agreement or at Law, may investigate (including by conducting an audit in accordance with this clause 6) any

identified or suspected anomalous access to the System, including anomalous access patterns.

- 6.3 You agree that, during the term of this Agreement, you must promptly provide to the System Operator, or its nominees, all necessary assistance required for any purpose associated with this Agreement or requested in accordance with any applicable Law, including and subject to reasonable notice and your reasonable security requirements (except where there is an actual or apprehended breach of the Law), access to your premises, materials, records and personnel associated with this Agreement to audit or review your policies, procedures and records that relate to the performance of your obligations under this Agreement and compliance with applicable Laws.

Changes to this agreement **7**

- 7.1 If we consider it is necessary to vary the terms of this Agreement:
- (a) we will, except in urgent circumstances:
 - (i) give you at least 28 days' notice of the changes (Variation Notice); and
 - (ii) endeavour to consult with you; and
 - (b) we will give you a written copy of any new and varied terms and an explanation of their purpose.
- 7.2 If you do not, within 28 days of the date of the Variation Notice, confirm by notice to us that you agree to the new terms:
- (a) either party may terminate this Agreement by notice to the other party (**Termination Notice**); and
 - (b) your registration as a Registered Portal Operator will be cancelled effective from the date of the Termination Notice.

Costs **8**

Each party bears their own costs in the preparation, negotiation and complying with their obligations under this Agreement.

Indemnity **9**

You indemnify us, our employees, other officials, officers, agents and contractors (each an **Indemnified Person**) from and against any:

- (a) Loss incurred by an Indemnified Person, including in dealing with any claim made against or threatened against the Indemnified Person;
- (b) Loss of or damage to the property of an Indemnified Person, arising out of or in connection with:
- (c) your breach of this Agreement;
- (d) any negligent or Wilful act or omission of, or breach of Law by, you, your employees, agents or contractors arising out of or in connection with:

- (i) this Agreement; or
- (ii) your operations as a Registered Portal Operator.

Representations and warranties **10**

By executing this Agreement, you represent and warrant to us that:

- (a) the Portal Operator has full power and authority to enter into, perform and observe its obligations under this Agreement;
- (b) the execution, delivery and performance of this Agreement has been duly and validly authorised by the Portal Operator; and
- (c) the information you have supplied in and pursuant to this Agreement (including in the Production Environment Access Request and Portal Operator Registration Form) is accurate, complete, up to date and not misleading.

Resolving disputes **11**

- 11.1 If the parties are in dispute, each party must continue to perform its obligations under this Agreement.
- 11.2 Neither party may commence legal proceedings relating to a dispute arising under this Agreement until the dispute resolution process required by this clause has been followed.
- 11.3 A party claiming that there is a dispute must send the other party a written notice setting out the nature of the dispute.
- 11.4 The parties must try to resolve a dispute notified under clause 11.3 through direct negotiation, including by referring the matter to persons within the parties who have the authority to intervene and direct some form of resolution.
- 11.5 If:
 - (a) after 28 days from the date of the notice under clause 11.3:
 - (i) the parties have not resolved the dispute; and
 - (ii) the parties have not agreed to submit the dispute to mediation or some alternative dispute resolution procedure (including an agreement on the identity of the mediator or the facilitator of any other alternative dispute resolution); or
 - (b) the dispute has been submitted to mediation or some other form of alternative dispute resolution procedure, and the dispute is not resolved within 21 days of the submission, or a longer time agreed in writing by the parties,either party may commence legal proceedings.

11.6 Nothing in this clause 11 limits or restricts any function, power, right or entitlement of the System Operator under this Agreement or under the My Health Records Act or My Health Records Rule.

11.7 This clause 11:

- (a) does not apply to any action by us under or purportedly under clauses 14.3 or 14.4; and
- (b) does not prevent a party commencing legal proceedings for urgent interlocutory relief.

Insurance

12

12.1 You represent and warrant that you have taken out, and will maintain for the periods set out in clauses 12.2 and 12.3 of this Agreement, as applicable, all appropriate types and amounts of insurances with a reputable insurer, that a prudent insured would give effect to in relation to your obligations under this Agreement, which insurances must include the following:

Type	Coverage
IT liability/professional indemnity/product liability insurance	\$20,000,000 in respect of any single claim and in the annual aggregate
Public Liability	\$20,000,000 in respect of any single claim and in the annual aggregate

12.2 If you take out a “claims made” insurance policy, you must maintain the insurance policy during the term of this Agreement and for seven years after the termination of this Agreement.

12.3 If you take out an “occurrence” based insurance policy, you must maintain the policy in effect during the term of this Agreement.

12.4 You must provide us, on our request, with certificates of currency evidencing the insurances effected in accordance with this clause.

Liability

13

13.1 To the extent allowed by Law, we exclude all liability to you in respect of any Loss that you might incur or suffer (including as a result of negligence) in connection with this Agreement, including your access or any of your end users’ access to the System.

13.2 Your liability arising out of, or in connection with, a breach of this Agreement, or in tort (including negligence) or for any other common law, equitable, statutory or other cause of action arising out of, or in connection with this Agreement (including under any indemnity) is,

subject to clauses 13.4 and 13.5, limited to a total aggregate amount of \$500,000 per claim and a total aggregate amount of \$1 million (excluding GST) in any 12 month period.

- 13.3 Each party must use all reasonable endeavours to mitigate its Losses arising out of or in connection with a breach of this Agreement or any negligent or Wilful act or omission arising out of or in connection with this Agreement.
- 13.4 Your liability (including under an indemnity) will be reduced proportionately to the extent that our negligent or Wilful acts or omissions or those of any other Indemnified Person (as defined in clause 9) or their breach of any Law contributed to your liability.
- 13.5 The limitation on your liability under this Agreement (including under any indemnity) does not apply in relation to:
- (a) personal injury (including sickness and death);
 - (b) loss of, or damage to, tangible property;
 - (c) any claim alleging infringement of intellectual property rights;
 - (d) a breach of any obligation of confidentiality, security matter or privacy under the Privacy Act or Designated Privacy Law;
 - (e) a breach of the Interoperability Requirements;
 - (f) fraud, breach of Law, Wilful misconduct or repudiation of this Agreement; or
 - (g) any liability arising under clause 9 for any third party claims against any Indemnified Person.

Termination

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- 14.1 You may terminate this Agreement by giving us at least 90 days' written notice.

We may terminate the Agreement by giving at least 12 months' written notice to you.

If the Agreement is terminated in accordance with this clause, neither party will be liable to the other party for any Loss arising from, or in connection with, the termination.

- 14.2 This Agreement will terminate immediately upon our cancellation of your registration as a Registered Portal Operator for any reason, including in accordance with clauses 3.2 or 14.3.

- 14.3 Without limiting our rights under applicable Law, we may cancel your registration as a Registered Portal Operator immediately by written notice to you if:
- (a) you terminate this Agreement in accordance with clause 14.1;
 - (b) you do not agree to any changes to this Agreement, proposed in accordance with clause 7.2;
 - (c) subject to sections 415D, 434J and 451E of the Corporations Act (as the case may be), an Insolvency Event occurs in respect of you;
 - (d) you undergo a Material Change (other than a change of legal name) or Change of Control;
 - (e) you or any of your Associates who Control you:
 - (i) breach any Law; or
 - (ii) engage in any other conduct that we consider, in our absolute discretion, could adversely affect our reputation or the reputation of the System or the Commonwealth of Australia or any of its agencies;
 - (f) you fail to satisfy any of your obligations under this Agreement and, where that failure is capable of remedy, do not remedy that failure within 14 days after being given a written notice from us requiring you to do so; or
 - (g) you fail to satisfy any of your obligations under this Agreement and, in our reasonable opinion, the failure is not capable of remedy.
- 14.4 Without limiting the termination rights at clauses 14.1, 14.2 and 14.3, if our Chief Executive Officer forms the view that this Agreement with you may be contrary to the public interest, we may terminate the Agreement by giving at least 5 Business Days' notice to you.

If the Agreement is terminated in accordance with this clause, we will not be liable to you for any Loss arising from, or in connection with, the termination.

- 14.5 Upon termination, suspension or cancellation of your registration as a Registered Portal Operator:
- (a) you must take reasonable steps to notify end users who have or may have access to your View Only Portal that you will be suspended from being, or will cease to be, a Registered Portal Operator;
 - (b) your right to access the System will cease immediately at the time notified by us or as otherwise agreed in writing; and
 - (c) in addition to your obligation in clause 14.5(a), you will take reasonable steps to minimise any Loss resulting from that

termination, suspension or cancellation as a Registered Portal Operator.

14.6 Clauses 9, 11, 12, 13, 14 and 15 and any definitions or other provisions necessary to give effect to these clauses survive termination of this Agreement.

14.7 Termination of this Agreement does not affect any accrued rights or remedies of a party.

Miscellaneous 15

15.1 This Agreement is governed by the Laws in force in New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of that State and the courts of appeal from them.

15.2 This Agreement constitutes the entire agreement between you and us about its subject matter.

15.3 We acknowledge that you may wish to assign or novate this Agreement to a Related Body Corporate. This will require our prior written consent, which we will not unreasonably withhold. Otherwise, you must not assign or novate this Agreement without our prior written consent. We may assign or novate our rights and obligations under this Agreement to a body that takes over from us as the System Operator. If it is proposed that another body will take over from us as System Operator, we will endeavour to give you reasonable notice of the change.

15.4 Except where this Agreement expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this Agreement.

15.5 This Agreement may be executed in counter-parts. All executed counter-parts constitute one document.

15.6 Each party must, at its own expense, do everything reasonably necessary (including executing documents) to give full effect to this Agreement and any transactions contemplated by it.

15.7 A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the terms of this Agreement continue in force.

- 15.8 Notices may be given by means of electronic communications as defined in the Electronic Transactions Act 1999 (Cth) sent to the Contact person of the relevant party.

Confidentiality

- 15.9 A party must (and must ensure its employees, officers and agents) keep Confidential Information of the other party confidential and must not (and must ensure its employees, officers and agents do not) use such Confidential Information except to the extent necessary to exercise its rights and perform its obligations under this Agreement. A party must not disclose the Confidential Information of the other party to a third party unless:

- (a) the other party has first given their written consent;
- (b) the disclosure is made to the party's Related Bodies Corporate, officers, employees, or professional advisers, and those persons undertake to keep confidential any information so disclosed;
- (c) as permitted by clause 15.10; or
- (d) the disclosure is made to the extent reasonably needed to comply with any applicable Law,

but the party must promptly give notice of the intended disclosure to, and consult with, the other party to the extent practicable, and use its reasonable endeavours to minimise disclosure to third parties and to ensure that the information so disclosed will be treated confidentially.

- 15.10 The parties may disclose Confidential Information:

- (a) to the extent required by Law or by a lawful requirement of any government or governmental body, authority or agency;
- (b) in the case of the System Operator only, for public accountability reasons, including disclosure on request to other government agencies, and on request for information by parliament or a parliamentary committee or the Minister with portfolio responsibility for the System Operator;
- (c) to their contracted third party service providers for the purposes of or in connection with your registration and operation as a Registered Portal Operator where those third party service providers are bound by duties of confidentiality the same or substantially similar to clause 15.9.

Reasonable Assistance by System Operator

- 15.11 We agree that, during the term of this Agreement, we will provide reasonable assistance in relation to any inquiry, investigation or complaint in connection with your registration and operation as a

Registered Portal Operator. You acknowledge that “reasonable assistance” does not include the expenditure of money by us.

Definitions and interpretation

16

16.1

Unless a contrary intention appears, the following definitions apply:

Access Audit Log means a record of access to a Registered Healthcare Recipient’s My Health Record facilitated through your systems’ electronic interface with the System.

Agreement means this deed of agreement, including its schedules, annexures and attachments (if any).

Associate includes:

- (a) any officer, employee, Related Body Corporate or shareholder or member;
- (b) any shareholder or member of any of a Related Body Corporate or shareholder; and
- (c) any other person who participates in conduct of your business, or has any Control over you or your business.

Authorised Representative has the same meaning as in the My Health Records Act.

Bankruptcy Act means Bankruptcy Act 1966.

Business Day means, in relation to the doing of any action in a place, any day other than a Saturday, Sunday or public holiday in the place where the act is to be performed.

Change of Control means:

- (a) any change in your direct or indirect beneficial ownership, other than as a result of ordinary trading activity on a relevant stock exchange;
- (b) you dispose of the whole or any part of your assets, operations or business other than in the ordinary course of business; or
- (c) you dispose of the whole or any part of your assets, operations or business used by you in connection with the View Only Portal.

Confidential Information means information that:

- (a) is by its nature confidential;
- (b) is designated by a party as confidential; or
- (c) a party knows or ought to know is confidential;

but does not include the terms of this Agreement (unless expressly provided otherwise) or information which:

- (d) is or becomes public knowledge other than by breach of this Agreement or by any other unlawful means;
- (e) is in the possession of a party without restriction in relation to disclosure before the date of receipt from the other party;

- (f) has been independently developed or acquired by a third party; or
- (g) is notified to us pursuant to clause 5.17 regarding your decision to cease providing the View Only Portal.

Contact person means, for each party, the person described in the relevant part of the “Parties: System Operator and Portal Operator” section of this Agreement or any replacement Contact person notified by that party from time to time.

Contact details means, for each party, the contact details described in the relevant part of the “Parties: System Operator and Portal Operator” section of this Agreement.

Control:

- (a) has the meaning given in section 50AA of the Corporations Act;
- (b) in respect of an “entity” (as defined in the Corporations Act) also includes the direct or indirect power to directly or indirectly direct the management or policies of the entity or control the membership or voting of the board of directors or other governing body of the entity (whether or not the power has statutory, legal or equitable force or arises by means of statutory, legal or equitable rights or trusts, agreements, arrangements, understandings, practices, the ownership of any interest in a “marketable security” (as defined in section 9 of the Corporations Act), bonds or instruments of the entity or otherwise); and
- (c) also includes owning or controlling, directly or indirectly, more than 50% of the shares or units in an entity;

Corporations Act means the Corporations Act 2001 (Cth).

Designated Privacy Law has the same meaning as in the My Health Records Act.

Eligible Data Breach has the same meaning as in the Privacy Act.

Employee has the same meaning as in the My Health Records Act.

Entity means:

- (a) a person; or
- (b) a partnership; or
- (c) any other unincorporated association or body; or
- (d) a trust; or
- (e) a part of an entity (under a previous application of this definition).

External Administrator means an administrator, controller or managing controller (each as defined in the Corporations Act), trustee, provisional liquidator, liquidator or any other person (however described) holding or appointed to an analogous office or acting or purporting to act in an analogous capacity.

Healthcare Provider has the same meaning as in the My Health Records Act.

Healthcare Recipient has the same meaning as in the My Health Records Act.

Information Commissioner means the office of that name established under the Australian Information Commissioner Act 2010 (Cth) and includes any other person that may, from time to time, perform the functions of that office.

Insolvency Event means, in respect of a person, any of the following:

- (a) it becomes insolvent within the meaning of section 95A, or is taken to have failed to comply with a statutory demand under section 459F(1), or must be presumed by a court to be insolvent under section 459C(2), or is the subject of a circumstance specified in section 461 (whether or not an application to court has been made under that section) or, if the person is a Part 5.7 body, is taken to be unable to pay its debts under section 585 of the Corporations Act;
- (b) except with our consent:
 - (i) it is the subject of a Liquidation, or an order or an application is made for its Liquidation; or
 - (ii) an effective resolution is passed or meeting summoned or convened to consider a resolution for its Liquidation;
- (c) an External Administrator is appointed to it or any of its assets or a step is taken to do so or its Related Body requests such an appointment;
- (d) if a registered corporation under the Corporations Act, a step is taken under section 601AA, 601AB or 601AC of the Corporations Act to cancel its registration;
- (e) if a trustee of a trust, it is unable to satisfy out of the assets of the trust the liabilities incurred by it as and when those liabilities fall due;
- (f) any event or conduct occurs which would enable a court to grant a petition, or an order is made, for the bankruptcy of an individual or his estate pursuant to the Bankruptcy Act;
- (g) any application (not withdrawn or dismissed within five (5) Business Days) is made to a court for an order, a meeting is convened, a resolution is passed or any negotiations are commenced, for the purpose of implementing or agreeing:
 - (i) a moratorium of any debts of a person;
 - (ii) a personal insolvency agreement;
 - (iii) any other assignment, composition or arrangement (formal or informal) with a person's creditors;
 - (iv) any similar proceeding or arrangement by which the assets of a person are subjected conditionally or

unconditionally to the control of that person's creditors or a trustee; or

- (v) any agreement or other arrangement of the type referred to in this paragraph (g) is ordered, declared or agreed to;
- (h) a person becomes an insolvent under administration (as defined in the Corporations Act);
- (i) an analogous or equivalent event to any listed above occurs in any jurisdiction; or
- (j) it stops or suspends payment to all or a class of creditors generally;

Interoperability Requirements means the requirements published by the System Operator from time to time specifying the technical and compliance prerequisites that entities must meet in order to connect and remain connected to the System, the current version of which, as at the date of this Agreement, consist of the "Operational Requirements and Guidelines", "Security Requirements and Guidelines" "Consent Requirements and Guidelines" and "Presentation Requirements and Guidelines" set out in the Schedule.

Law means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time anywhere in Australia, and includes the common law as applicable from time to time.

Liquidation means:

- (a) a winding up, dissolution, liquidation, provisional liquidation, administration, bankruptcy or other proceeding for which an External Administrator is appointed, or an analogous or equivalent event or proceeding in any jurisdiction; or
- (b) an arrangement, moratorium, assignment or composition with or for the benefit of creditors or any class or group of them.

Loss means any liability, expense, loss, damage or cost of any kind (including legal costs on a full indemnity basis, whether incurred by or awarded against a party).

Material Change means "material change" as defined in the My Health Records Rule 2016.

My Health Records Act means the My Health Records Act 2012 (Cth).

My Health Records Rules has the same meaning as in the My Health Records Act.

Nominated Representative has the same meaning as in the My Health Records Act.

Operator officer has the same meaning as in the My Health Records Rule 2016.

Participant means Participant in the My Health Records system.

Participant in the My Health Records system has the same meaning as in the My Health Records Act.

Party means a party to this Agreement.

Personal Information has the same meaning as in the Privacy Act 1988 (Cth).

Portal Operator Registration Form means a document of that name:

- (a) substantially in the form set out in Annexure B to this Agreement, as amended by the System Operator from time to time; and
- (b) completed by you electronically or in hard copy, as required by the System Operator.

Privacy Act means the Privacy Act 1988 (Cth).

Production Environment Access Request Form means a document of that name substantially in the form attached in Annexure A to this Agreement, as amended by the System Operator from time to time.

Related Body Corporate has the same meaning as in section 50 of the Corporations Act 2001.

Registered Healthcare Recipient has the same meaning as in the My Health Records Act.

Registered Portal Operator means “registered portal operator”, as defined in the My Health Records Act.

Representative means a Nominated Representative or an Authorised Representative.

State or Territory authority has the same meaning as in the Privacy Act.

System means the My Health Record system, as defined in the My Health Records Act.

System Operator has the same meaning as in the My Health Records Act.

Use System Data includes accessing, viewing or modifying any information or data in the System.

View Only Portal means an electronic interface that facilitates access to the System by Representatives and Registered Healthcare Recipients and does not copy, record or store that data.

Wilful means performed intentionally and with either the intention to cause damage, or with reckless disregard as to the possibility of causing damage.

16.2 In this Agreement, unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;

- (c) a reference to a statute or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) a reference to a document includes the document as novated, altered, supplemented or replaced from time to time;
- (e) a reference to a person includes the person's permitted successors, substitutes (including, without limitation, persons taking by novation) and assigns;
- (f) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (g) a word or expression defined in the My Health Records Act has the meaning given to it in the My Health Records Act;
- (h) "including", "includes", "such as" and "in particular" do not limit the generality of the words which precede them or to which they refer;
- (i) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (j) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (k) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Agreement or any part of it; and
- (l) headings, footnotes and explanatory notes in the left hand column are for convenience and do not affect interpretation of this Agreement.

16.3 The italicised notes in the left hand column have been provided for convenience, and are for information only. They do not form part of this Agreement.

SCHEDULE – Interoperability Requirements

Part 1 – Operational Requirements and Guidelines

Refer to the separate document.

SCHEDULE – Interoperability Requirements

Part 2 – Security Requirements and Guidelines

Refer to the separate document.

SCHEDULE – Interoperability Requirements

Part 3 – Consent Requirements and Guidelines

Refer to the separate document.

SCHEDULE – Interoperability Requirements

Part 4 – Presentation Requirements and Guidelines

Refer to the separate document.

Signing page

Executed as a Deed on _____

System Operator

SIGNED, SEALED and DELIVERED by the Chief Executive Officer of the Australian Digital Health Agency

[#][Chief Executive]
Australian Digital Health Agency

Portal Operator

Executed as a Deed on _____

[Choose the appropriate signature block according to the type of legal entity and delete the remaining options.]

COMPANY – MULTIPLE DIRECTORS:

SIGNED, SEALED AND DELIVERED for and on behalf of

Click here to enter text.

ABN Click here to enter text.

in accordance with the requirements of section 127 of the *Corporations Act 2001* on:

Date

by:

Printed name of Director

Signature of Director

in the presence of:

Printed name of witness

Signature of witness

and

Printed name of Director / Secretary

Signature of Director / Secretary

in the presence of:

Printed name of witness

Signature of witness

COMPANY – SOLE DIRECTOR:

SIGNED, SEALED AND DELIVERED for and on behalf of

[Click here to enter text.](#)

ABN [Click here to enter text.](#)

in accordance with the requirements of section 127 of the *Corporations Act 2001* on:

Date

by authority of its sole director and secretary:

Printed name of Sole Director and Secretary

Signature of Sole Director and Secretary

in the presence of:

Printed name of witness

Signature of witness

INDIVIDUAL:

SIGNED, SEALED AND DELIVERED by

[Click here to enter text.](#)

ABN [Click here to enter text.](#)

Signature of [insert name]

On:

Date

in the presence of:

Printed name of witness

Signature of witness

PARTNERSHIP:

SIGNED, SEALED AND DELIVERED for and on behalf of

[Click here to enter text.](#)

ABN [Click here to enter text.](#), on:

Date

by:

Printed name of Partner

Signature of Partner

who warrants that they have authority to bind the partnership in this regard, in the presence of:

Printed name of witness

Signature of witness

INCORPORATED ASSOCIATION:

SIGNED, SEALED AND DELIVERED for and on behalf of

[Click here to enter text.](#)

ABN [Click here to enter text.](#), on:

Date

by affixing its common seal in accordance with its rules in the presence of:

Printed name of Public Officer

Signature of Public Officer

in the presence of:

Printed name of witness

Signature of witness

and:

Printed name of committee member/secretary

Signature of committee member/secretary

in the presence of:

Printed name of witness

Signature of witness

TRUSTEE FOR A TRUST:

[Note: If you are contracting with a Trustee for a Trust you must check with the Agency's General Counsel as to whether other clauses are required in the contract. The Agency cannot contract directly with the trust – only the trustee. It may be necessary to check the Trust Deed]

Execution by individual trustee

SIGNED, SEALED AND DELIVERED by

Click here to enter text.

ABN Click here to enter text.

on

Date

by:

Printed name of Trustee

Signature of Trustee who represents and warrants that he/she has the authority to bind the Trustee consistent with the terms of the Trust Deed

in the presence of:

Printed name of witness

Signature of witness

EXECUTION BY COMPANY TRUSTEE:

SIGNED, SEALED AND DELIVERED by

Click here to enter text.

ABN Click here to enter text.

pursuant to section 127 of the *Corporations Act 2001*
on

Date

by:

Printed name of Director

Signature of Director who represents and warrants that he/she has the authority to bind the Trustee consistent with the terms of the Trust Deed

in the presence of:

Printed name of witness

Signature of witness

and:

Printed name of Director/Secretary

Signature of Director/Secretary who represents and warrants that he/she has the authority to bind the Trustee consistent with the terms of the Trust Deed

in the presence of:

Printed name of witness

Signature of witness

Annexure A My Health Record Portal Operator – Production Environment Access Request Form

Purpose of this form

The purpose of this form is for mobile app developers to request access to the My Health Record Production Environment by providing information about the developer's organisation, details of their application (app), declaring that the app conforms to the mandatory My Health Record requirements and technical specifications and has undergone the necessary testing.

For further information about connecting with the My Health Record system, please refer to the *My Health Record - App Vendor Guide to the Connection Process*.

Form instructions

If you are requesting My Health Record Production Environment access for the first time:

- Please complete all required sections of this form; and
- Send a copy of the completed form to help@digitalhealth.gov.au

If you are **changing or upgrading your app (e.g. major or minor versions, adding/removing a function, requesting access to new APIs, addressing an issue reported by the System Operator)**, please refer to the *My Health Record – Managing Your App in Production* document for guidance on when to use this form and notify the My Health Record System Operator of the change or upgrade.

Privacy Statement

If you apply to access the My Health Record Production Environment, we (the System Operator of the My Health Record system) will collect personal information about you as the authorised person to apply for access, personal information of the people you describe in this form who will have responsibility for both general incident management and security incident management, and your organisation's name, which may contain personal information such as an individual's personal name.

We will collect and use this personal information for the purposes of granting your organisation access to the Production Environment and contacting the relevant person for general enquiries about your organisation, app or application, and for general incident and security management.

Without this information your organisation and app will not be able to access the My Health Record Production Environment. We will only disclose personal information about you or others you have included in this form to our contractors and delegates to assist us in operating the My Health Record system. Contractors and delegates are bound by strict obligations to treat individuals' personal information with the same level of respect, privacy and security as us. We will not disclose personal information included in this form overseas.

For more information or to find out how you can access and correct personal information, complain about a breach of privacy, or for further details about how we manage your personal information, please see our privacy policy at www.myhealthrecord.gov.au/privacy. We can be contacted by calling 1800 723 471 (select option 1), by visiting your nearest Medicare service centre, or by writing [Privacy Officer, My Health Record system, GPO Box 9942, SYDNEY NSW 2001].

For a glossary of terms used in this form, please refer to the My Health Record Glossary available via the My Health Record website: <https://myhealthrecord.gov.au/internet/mhr/publishing.nsf/Content/glossary>

For support in completing this form, please contact the My Health Record Operations team at help@digitalhealth.gov.au.

Organisation and App Details

1. Type of Production Environment Access Request			
1.1 Please indicate the nature of your Production Environment Access request <i>If A is selected, please complete all questions in this form.</i>	A. <input type="checkbox"/> First request for Production Environment access B. <input type="checkbox"/> Existing app in Production Environment – change or upgrade C. <input type="checkbox"/> Addressing a production issue that was reported by the System Operator		
	If B or C is selected, please provide a detailed description of the change or upgrade, inclusive of the issue number and description if applicable <i>(This information will be used to assess whether your app will need to re-complete Notice of Connection (NOC) testing)</i>		
2. Organisation Details <i>This information will be used by the System Operator to identify your organisation. Please complete all fields.</i>			
2.1 Organisation Name			
2.2 Organisation Address			
	State		Postcode
2.3 Organisation Contact Number			
2.4 ABN		2.5 ACN	
3. Contact Information			
<i>This information will be used by the System Operator for My Health Record related correspondence. Please complete all relevant fields.</i>			
3.1 Contacts <i>Please ensure you provide all details for both a primary and secondary contact. This information will be used by the System Operator to make contact during business hours and after hours for incident management (such as system, security and privacy) and administrative purposes.</i> Note: <i>Contacts must have the authority and be able to resolve, or coordinate the resolution of, any technical, security or operational issues affecting the Portal Operator.</i>			
3.1.1 Business Hours			
		Primary Contact Person	Secondary Contact Person
Name			
Position			
Primary Contact Number			
Secondary Contact Number			
Email Address			
3.1.2 After Hours			
<input type="checkbox"/> Same contacts as those listed in Question 3.1.1 above			
		Primary Contact Person	Secondary Contact Person
Name			
Position			
Primary Contact Number			
Secondary Contact Number			
Email Address			

4. App Details	
<p><i>This information will be used by the System Operator to: assess your app for My Health Record Production Environment access, technically provision this access, and understand how your app's users will be supported. Please complete all fields.</i></p>	
<p>4.1 App Name</p> <p>1. <i>Exact name of the app as referred to in the App Store and/or Google Play and System Operator hosted consent screens</i></p>	
<p>4.2 App Type</p>	<p><input type="radio"/> Mobile App <i>(Mobile Applications developed to run natively on a specific mobile device or platform (e.g. iOS, Android))</i></p>
	<p><input type="radio"/> Web App <i>(Web Apps are powered by a web browser (e.g. Chrome, Firefox, Safari etc) through the internet. Web applications are typically built using HTML, CSS and JavaScript and served through a mobile or desktop browser. Web applications can be built to look and feel just like a native application but will always runs through a visible browser.)</i></p>
	<p><input type="radio"/> Progressive Web App <i>(Web applications that can appear and behave as native applications on mobile devices but do not require installation of the application on the device)</i></p>
	<p><input type="radio"/> Hybrid App <i>(Hybrid Apps are usually coded in HTML, CSS and JavaScript. They are run through an invisible browser which has been packaged into a native application. This enables the application to have the look, feel and functionality of a native application. Hybrid applications allow developers to minimise development time as minimal work is required to target various mobile operating systems. An additional benefit of using a hybrid application framework includes allowing developers to access Native API calls which can be used to enable binary security mechanisms from the device itself. Hybrid Applications can also be distributed through native application stores (allowing for additional vetting))</i></p>
<p>4.3 Call back URLs <i>These details are required to ensure your app is able to communicate with the My Health Record system</i></p>	<p>URL to receive authentication tokens <i>(OAuth call back URL is used to handle the OAuth authorization code, and error code for error scenarios, from the My Health Record system)</i></p>
	<p>URL to receive push notifications <i>(Push notification call back URL is used to handle push notifications from the My Health Record system)</i></p>
<p>4.4 A short description of the purpose of your app, and attach the app's Use Cases or User Stories</p> <p><i>The short description will be used on the MyHealthRecord.gov.au website as well as the app support contact details in Q4.5. The Use Cases or User Stories document must clearly articulate:</i></p> <ul style="list-style-type: none"> <i>i. How a consumer interacts with the app and the My Health Record data/system to produce a health or wellness outcome.</i> <i>ii. Which third parties (if any) will access the data retrieved, detailing the expected consumer benefits.</i> 	
<p>4.5 What customer support channels will support your app users? <i>This information will be published on the My Health Record website and will be used to help direct your app's users to app support channels if required.</i></p>	

3. Customer Support Channel <i>(Select all that apply)</i>	Support Details <i>(e.g. contact number, email address, web address)</i>	Hours of Support <i>(e.g. 24 hours, 9:00 – 17:00 AEST)</i>		
<input type="checkbox"/> Contact help desk				
<input type="checkbox"/> Email				
<input type="checkbox"/> Online live chat				
<input type="checkbox"/> In-app support <i>(e.g. FAQ, online query form)</i>				
<input type="checkbox"/> Other channel <i>Please provide further information</i>				
4.6 For mobile apps, how will your app be made available to users?	App Distribution Channel	App Version Number <i>This must be the same version that has successfully completed Notice of Connection (NOC) testing and requires My Health Record Production Environment access.</i>		
	<input type="checkbox"/> Apple App Store			
	<input type="checkbox"/> Google Play			
	<input type="checkbox"/> Other <i>(Please specify)</i>			
4.7 For web apps, please provide the web URL				
4.8 Will representatives be able to access a My Health Record using your app? <i>Refer to the My Health Record Glossary for definitions of representative types</i>	<input checked="" type="radio"/> A. Authorised Representatives only	<input type="radio"/> B. Nominated Representatives only	<input type="radio"/> C. Both Authorised and Nominated Representatives	<input type="radio"/> D. None, no representative access
	If A, B or C are selected, please describe the nature of the representative access in your app (e.g. storage and sharing of this data retrieved by representatives).			
5. Interaction Model and Requested APIs				
5.1 Please select the interaction model that is applicable for your app	<input checked="" type="radio"/> Model 1 Consumer / self-care	<input type="radio"/> Model 4 Consumer connection via platform		
5.2 If Model 4 is selected, please provide the name and	i. Name of the intermediary server			

version number of the intermediary server	ii. Version number of the intermediary server	
5.3 If Model 4 is selected, please provide the Common Name for the following certificates to be used to authenticate the intermediary server to the Mobile Gateway/My Health Record. <i>(The certificates need to be Gatekeeper certified. ¹)</i>	i. Common Name of the intermediary server certificate	
	ii. Common Name of the intermediary server certificate's issuer (intermediate certification authority)	
	iii. Common Name of the intermediary server certificate's root certification authority	
	<i>Please attach digital certificates for each of the following:</i> <ul style="list-style-type: none"> • intermediary server • intermediary server certificate's issuer • any remaining intermediate CAs in the chain of trust to the Root CA • Root CA. 	
	URL of the intermediary server certificate's Certificate Revocation List (CRL)	
5.4 Please select the APIs that your app will use in the Production Environment <i>Please refer to the FHIR Gateway API Specification for the list of available interfaces</i>		
i. Select the applicable My Health Record APIs		ii. Specify the API version number
<input type="checkbox"/> Individual Initial Authentication		Not applicable
<input type="checkbox"/> Get or Refresh Token		Not applicable
<input type="checkbox"/> Individual Provider Authentication		Not applicable
<input type="checkbox"/> Get Record List		
<input type="checkbox"/> Get Patient Details		
<input type="checkbox"/> Search Document List		
<input type="checkbox"/> Get Personal Health Summary (Allergies)		
<input type="checkbox"/> Get Personal Health Summary (Medications)		
<input type="checkbox"/> Get Allergies List (SHS)		
<input type="checkbox"/> Get PBS Items		
<input type="checkbox"/> Get MBS Items		
<input type="checkbox"/> Get Prescription and Dispense List		
<input type="checkbox"/> Get Document		
5.5 If the Get Document API was selected in Question 5.4 above, please specify which documents will be accessed and a justification for each		
i. Select the applicable document(s)		
<i>Clinical records</i>		
<input type="checkbox"/> Shared Health Summary		

¹ Please refer to the following website for more information on Gatekeeper certification <https://www.dto.gov.au/standard/design-guides/authentication-frameworks/gatekeeper-public-key-infrastructure-framework/>

<input type="checkbox"/> e-Referral
<input type="checkbox"/> Specialist Letter
<input type="checkbox"/> Discharge Summary
<input type="checkbox"/> Event Summary
<input type="checkbox"/> Diagnostic Imaging Report
<input type="checkbox"/> Pathology Report
Medicine records
<input type="checkbox"/> eHealth Prescription Record
<input type="checkbox"/> eHealth Dispense Record
<input type="checkbox"/> Pharmacist Shared Medicines List
Personal health information
<input type="checkbox"/> Personal Health Note (Consumer apps only)
<input type="checkbox"/> Personal Health Summary
Advance care planning
<input type="checkbox"/> Advance Care Planning Document
<input type="checkbox"/> Advance Care Directive Custodian Record (also referred to as Advance Care Document Custodian)
Childhood development information
<input type="checkbox"/> Consumer Entered Achievements (Consumer apps only)
<input type="checkbox"/> Consumer Entered Measurements
<input type="checkbox"/> Child Parent Questionnaire
Medicare records
<input type="checkbox"/> Medicare/DVA Benefits Report
<input type="checkbox"/> Pharmaceutical Benefits Report
<input type="checkbox"/> Australian Organ Donor Register
<input type="checkbox"/> Australian Immunisation Register
Other
<input type="checkbox"/> Other (Please specify)

6. Supporting Information and Acknowledgement

6.1 Supporting Documents and Information
This information will be used by the System Operator to understand how your app conforms to key mandatory requirements and recommended guidelines outlined in the Interoperability Requirements and should be included as attachments in the form submission email you send to the My Health Record Operations Team.

6.1.1 Consent			
<p><i>Attachments must include:</i></p> <ul style="list-style-type: none"> All screenshots that demonstrate how your app will gather consent, covering the consent flows described in the <i>My Health Record FHIR Gateway – Consent Requirements and Guidelines</i>. App logo to be displayed on the My Health Record website. <p>Note: The logo needs to be provided in colour, PNG format, size 300x300 pixels.</p>			
6.1.2 My Health Record Branding			
Attachments must include all screenshots that reference My Health Record, including text-based references and logos.			
6.1.3 Access revocation instructions			
<p><i>Attachments must include:</i></p> <p>Screenshots that demonstrate the in-app information describing how an app user can revoke the app's access to their My Health Record using the National Consumer Portal.</p>			
6.2 Are there any special conditions that your organisation would like considered when requesting My Health Record Production Environment access?			
<input checked="" type="radio"/> Yes <i>(Please specify)</i>			
<input type="radio"/> No			
6.3 Acknowledgement			
<input type="checkbox"/> I declare that the information I have provided in this form is true and correct to the best of my knowledge. <input type="checkbox"/> I declare that the app named in this application complies with the Interoperability Requirements in force on the date of this application and will comply with any future versions of the Interoperability Requirements. <input type="checkbox"/> I declare that the app named in this application performs validation of personal information obtained from the My Health Record that ensures this information is accurate, up-to-date and complete. <input type="checkbox"/> I declare that effective security controls are in place to mitigate the security risks associated with the solution.			
Name			
Position		Date	
Signature			

Document checklist:

Please fill in this request form, and provide the following documents to support your request:	
<input type="checkbox"/>	Use Case related material – refer to section 4.4.
<input type="checkbox"/>	Digital certificates – refer to section 5.3
<input type="checkbox"/>	Consent related material – refer to section 6.1.1.
<input type="checkbox"/>	My Health Record Branding – refer to section 6.1.2.
<input type="checkbox"/>	Access Revocation instructions -- refer to section 6.1.3.

Annexure B My Health Record Portal Operator Registration Form (PORF)

Purpose of this form

This form is for mobile app developers to enable you to:

- apply to the System Operator of the My Health Record system to have your organisation registered as a registered portal operator under the *My Health Records Act 2012 (Cth)*; and
- request access to the My Health Record Test Environment for your proposed application (app).

For further information about connecting with the My Health Record system, please refer to the *App Vendor Guide to the Connection Process*, which is distributed as part of the [Welcome Pack](#) for developers using the FHIR² Gateway of the My Health Record system.

Form instructions

To register your organisation as a portal operator and nominate your representatives to be portal operator officers for the purposes of the My Health Record Act and the *My Health Records Rule 2016 (Cth)* (**My Health Records Rule**):

- Please complete all required sections of **Part A** of this form; and
- Ensure you have had the required documentation copies certified by acceptable authorities.

To request access to the My Health Record Test Environment for your app:

- Please complete all required sections of **Part B** of this form.
- If you do not know a specific detail required by **Part B** (e.g. a detail is still to be determined), please state this in the applicable response field. You may attach any additional information you feel is necessary to support your request.

Please complete Parts A and B

Privacy statement

When your organisation applies to the System Operator to register your organisation as a registered portal operator as a participant in the My Health Record system, personal information in this form will be collected by us as the System Operator of the My Health Record system. The purpose of collecting this personal information is (1) to verify your identity, the identity of your organisation and the role of each person nominated by your organisation to be appointed as your portal operator officer in the organisation, (2) to manage the My Health Record system; and (3) for the purposes of the My Health Records Act and the My Health Records Rule (Cth). Without this information your organisation cannot be registered as a portal operator in the My Health Record system.

Where you provide the personal information of another individual to appoint them as a portal operator officer, you confirm that the individual has agreed to provide their personal information to us for the purposes set out above.

If you apply for access to the My Health Record Test Environment, we (the System Operator of the My Health Record system) will collect personal information about you as the authorised person to apply for access, personal information of the people you describe in this form as the “Business Contact” and the “Technical/Testing Contact”, and your organisation’s name, which may contain personal information such as an individual’s personal name.

We will collect and use this personal information for the purposes of granting your organisation access to the Test Environment and contacting the relevant person for general enquiries about your organisation, app or application, for technical and testing purposes, and for administrative purposes.

Without this information your organisation and app will not be able to access the My Health Record Test Environment. A copy of your application, including any documents provided as evidence of identity, is kept by us for record keeping purposes. We will only disclose personal information about you or others you have included in this form to our

² FHIR is a registered trademark of Health Level Seven International.

contractors and delegates to assist us in operating the My Health Record system. Contractors and delegates are bound by strict obligations to treat individuals' personal information with the same level of respect, privacy and security as we do. We will not disclose personal information included in this form overseas.

For more information or to find out how you can access and correct personal information, complain about a breach of privacy, or for further details about how we manage your personal information, please see our privacy policy at www.myhealthrecord.gov.au/privacy.

For a glossary of terms used in this form, please refer to the My Health Record Glossary available at: <https://www.myhealthrecord.gov.au/glossary>.

For support in completing this form, please contact the My Health Record Operations team at myhealthrecord.operations@digitalhealth.gov.au.

PART A – Portal Operator Registration

Introduction:

1. My Health Record system

An individual may have a My Health Record in the My Health Record system. A My Health Record is a secure and voluntary electronic record of the individual’s key health information, accessible by the individual, the individual’s authorised representatives and nominated representatives and treating healthcare providers of registered healthcare provider organisations. The My Health Record system will give healthcare providers access to an individual’s My Health Record and health information, making continuity of care easier and contributing to improved treatment decisions.

In order to participate in and facilitate access to the My Health Record system, eligible portal operators must be registered as a participant in the My Health Record system. The System Operator assesses a portal operator’s eligibility to be registered under the My Health Records Act. The registered portal operator must comply with the *My Health Records Act 2012*, the *My Health Records Rule 2016*, available at www.legislation.gov.au.

For more information about the My Health Record system and the requirements for registration, go to www.myhealthrecord.gov.au.

2. Portal Operator

For the My Health Record Act, a portal operator must be a legal person that operates an electronic interface that can facilitate access to the My Health Record system and must be registered as a portal operator under section 49 of the My Health Records Act.

3. Registration

To apply to be registered as a portal operator, the portal operator must satisfy the System Operator that it is eligible, including under section 48 of the My Health Records Act. The System Operator may impose conditions on the registration and a person is not eligible to be registered as a portal operator unless the System Operator is satisfied that the person has agreed to be bound by the conditions imposed by the System Operator’s registration. The organisation applying to register as a portal operator must appoint at least one but no more than 3 authorised persons, to act as portal operator officers. The portal operator officers must be authorised to make this application on behalf of the Portal Operator. Each Portal Operator Officer must reside in Australia and have an Australian business or residential address.

Registration as a portal operator is subject to entering into the Portal Operator Registration Agreement with the System Operator which is a condition of registration.

4. Role of a Portal Operator Officer

A Portal Operator must have at least 1 and up to a maximum of 3 portal operator officers. Each portal operator officer is responsible for the activities set out in rule 53 of the My Health Records Rule, including:

- applying to register the Portal Operator;
- updating their own demographic details; and
- updating the details of the portal operator they represent.

5. Documents needed to prove identity and relationship

To support the registration application in this form each portal operator officer must supply all of the following:

- certified copies of Evidence of Identity (EOI) for themselves (refer to section 5.1);
- documentary evidence of their authority to act on behalf of the portal operator (refer to section 5.2); and
- a certified copy of evidence that the portal operator is a legal person (refer to section 5.3).

5.1 Evidence of identity

Each portal operator officer must provide **one** document from the Primary Group and **one** or more documents from the Secondary Group as required to make up a total of at least **100** points. You must provide a validly executed deed poll or marriage certificate if there is a difference in name on these documents, to indicate a legal name change.

Copies of original documents must be attached to this application. The copies provided must be certified by a person who is authorised as a witness for statutory declarations. There are a wide range of authorised occupations and office holders who may certify a document.

Primary Group	Points
• Birth certificate	70

• Citizenship certificate	70
• Current passport	70
• Expired passport (not cancelled and not expired for longer than 2 years)	70
• Other documentation of identity having the same characteristics as a passport	70
Secondary Group	Points
• Current Australian driver's licence	40
• Identification card issued to a Commonwealth or state/territory government employee, contractor or other personnel	40
• Document provided by a current employer or employer letterhead and dated within the last 3 months	35
• If self-employed, relevant documentation from his/her registered tax agent/accountant	35
• Lands Titles Office records	35
• A rating authority (lands rates document)	35
• Reference to the latest telephone directory published by Telstra, and the telephone contact with the signatory of the person name on this number	25
• credit card tax invoice (2 or more invoices from the same financial institution will only be counted as 1)	25
• Council rates notice	25
• Record of a public utility (e.g. utilities account, telephone, gas, electricity, internet service provider)	25
• Record held under law (other than a law relating to land titles)	25

5.2 Documents required for the portal operator officer relationship with the portal operator

When applying to be registered as a portal operator, the person applying to be a portal operator officer must provide documentary evidence that they are authorised to act on behalf of the portal operator. Acceptable documentary evidence is a certified copy of any **ONE** of the following:

- an Australian Securities and Investments Commission company search displaying the person as a Director or Company Secretary of the portal operator;
- an affidavit or statutory declaration sworn by a member of the board or executive of the portal operator;
- a validly executed power of attorney;
- a deed of appointment; or
- any other documentation which displays that the person is legally authorised to act on behalf of the portal operator to apply for the portal operator's registration as a portal operator under the My Health Records Act.

Commonwealth, state and territory government departments or agencies that are not separate legal persons to the relevant government are not required to provide evidence in this category. Individuals who are statutory office holders, or perform a role established by statute, are not required to provide evidence in this category.

5.3 Documents required from the portal operator

Each appointed portal operator officer must provide documentary evidence that the Portal Operator is a legal person. Information supplied about the portal operator will be checked against the Australian Business Register and/or the registers of the Australian Securities and Investments Commission (ASIC). Acceptable documentary evidence must include **ONE** of the following:

For individuals or sole traders:

- a document issued by the Australian Taxation Office (ATO) bearing the individual's name or business name and their tax file number.

For other legal entities:

- certificate of registration of a company issued by the ASIC
- certificate of registration of an incorporated association issued by the responsible state or territory authority
- for corporations established under specific legislation, a copy of that legislation
- a statement of transactions issued by a financial institution in the name of the entity, and less than 1 year old
- appointment of trustee
- certificate of change of name issued by the ASIC (or other relevant authority)

- a document issued by the ATO bearing the name of the legal entity and its tax file number.

For more information about the My Health Record system

For more information about the My Health Record system, go to myhealthrecord.gov.au or call **1300 901 001** Monday to Friday, between 8.00 am and 6.00 pm, Australian Eastern Standard Time.

Note: Call charges may apply from mobile phones.

Registration Details:

1. Organisation			
1.1 Organisation name (Portal Operator)			
1.2 Organisation address			
	State		Postcode
1.3 Organisation contact number			
1.4 ABN		1.5 ACN	
2. Portal Operator Officers			
2.1 Details			
Please complete the details for at least one Portal Operator officer.			
<i>The My Health Records Rule 2016 (Rule 53) requires Portal Operators to have at least one but not more than three portal operator officers, whose duties include receiving communications from the System Operator about system operation, acting as liaison between the Portal Operator and System Operator, and maintaining System Operator records of the professional and business details of the Portal Operator and Portal Operator Officer(s).</i>			
Portal Operator Officer #1			
Name			
Position			
Primary contact number			
Secondary contact number			
Email Address			
Availability for contact	<input checked="" type="radio"/> Business hours	<input type="radio"/> After hours	<input type="radio"/> Any time
Mandatory			
Portal Operator Officer #2			
Name			
Position			
Primary contact number			
Secondary contact number			
Email Address			
Availability for contact Optional but if any field entered for Portal Operator #2, ALL are mandatory	<input type="radio"/> Business hours	<input type="radio"/> After hours	<input type="radio"/> Any time
Portal Operator Officer #3			
Name			
Position			
Primary contact number			

Secondary contact number			
Email Address			
Availability for contact			
Optional but if any field entered for Portal Operator #3, ALL are mandatory	<input type="radio"/> Business hours	<input type="radio"/> After hours	<input type="radio"/> Any time

2.2 Evidence of Identity
 As noted above, each portal operator officer must provide Evidence of Identity, as detailed in section 5.1 of the Introduction.

3. Evidence of legal business

Proving the Portal Operator is a legal business entity

You must provide **ONE** type of documentary evidence of the existence of the Portal Operator as a legal business entity. Copies of **ORIGINAL** documents must be attached to the submission email of this form (see Page 1 for submission instructions). The copies provided must be certified by an acceptable referee.

Acceptable documentary evidence is a certified copy of any **ONE** of the following:

- Certificate of registration of a company issued by the Australian Securities and Investments Commission
- Contract for sale or purchase of business
- A statement of transactions issued by a financial institution in the name of the company, and less than 1 year old
- The Portal Operator’s appointment as a trustee (if the legal structure is a trust)
- Lease agreement for the Portal Operator’s primary place of business
- Certificate of change of name of the Portal Operator issued by the Australian Securities and Investments Commission
- A document issued by the Australian Taxation Office bearing the Portal Operator’s name and tax file number

4. Evidence of applicant’s relationship with portal operator

You must provide documentary evidence that each portal operator officer is authorised to act on behalf of the Portal Operator. Acceptable documentary evidence is a certified copy of any **ONE** of the following:

- An Australian Securities and Investments Commission company search displaying the person as a Director or Company Secretary of the Portal Operator
- An affidavit or statutory declaration sworn by a member of the board or executive of the Portal Operator
- A deed of appointment
- Any other documentation which displays that the person is legally entitled to act on behalf of the portal operator.

5. Evidence of control in Australia

To be eligible to be registered as a Portal Operator, the central management and control³ of the portal operator must be located in Australia at all times while it is registered. Please tick the box below to confirm this is the case.

I represent and warrant that the central management and control of the Portal Operator is currently and will be located in Australia at all times when we are registered as a portal operator under the My Health Records Act.

Mandatory

6. Declaration of compliance

I declare that:

I apply to the System Operator of the My Health Records system, on behalf of the Portal Operator for registration as a portal operator under the My Health Records Act 2012

³ Central management and control are in Australia if the Portal Operator’s senior managers are ordinarily residents in Australia and all decisions which affect the Portal Operators operations are made in Australia. Senior managers are employees who make, or participate in making, decisions that affect the Portal Operator’s operations.

I have full legal authority to make this application on behalf of the Portal Operator and to provide the information required by this form

The Portal Operator is subject to the *Privacy Act 1988* (Cth)

I have attached certified copies of relevant documents to support this application

The information I have provided in this form is complete and correct and not misleading

I understand that under section 137.1 of the Schedule to the Criminal Code Act 1995 (Cth), giving false or misleading information to your agency or the Commonwealth is a serious offence.

I acknowledge and understand that in order to be registered as a participant in the My Health Record system, the Portal Operator must comply with the My Health Records Act 2012 and the My Health Records Rule 2016.

I acknowledge and understand that registration as a Portal Operator is subject to entering into the Portal Operator Registration Agreement with the System Operator of the My Health Record system.

7. Authorised Officer of the Portal Operator			
Name			
Position		Date	
Signature			

PART B – Test Environment Access Request

1. Contact information <i>This information will be used by the System Operator to make contact for general enquiries about your organisation, app and for technical and testing purposes.</i>		
	Business Contact	Technical/Testing Contact
1.1 Name		
1.2 Position		
1.3 Primary Contact Number		
1.4 Secondary Contact Number		
1.5 Email Address		
2. App details <i>This information will be used by the System Operator to assess your app for My Health Record Test Environment access, technically provision this access and understand how your app’s users will be supported. Please complete all fields.</i>		
2.1 App Name		
2.2 App Type	<input checked="" type="radio"/> Mobile App <i>(Mobile Applications developed to run natively on a specific mobile device or platform (e.g. iOS, Android))</i>	
	<input type="radio"/> Web App <i>(Web Apps are powered by a web browser (e.g. Chrome, Firefox, Safari etc) through the internet. Web applications are typically built using HTML, CSS and JavaScript and served through a mobile or desktop browser. Web applications can be built to look and feel just like a native application but will always runs through a visible browser.)</i>	
	<input type="radio"/> Progressive Web App <i>(Web applications that can appear and behave as native applications on mobile devices but do not require installation of the application on the device)</i>	
	<input type="radio"/> Hybrid App <i>(Hybrid Apps are usually coded in HTML, CSS and JavaScript. They are run through an invisible browser which has been packaged into a native application. This enables the application to have the look, feel and functionality of a native application. Hybrid applications allow developers to minimise development time as minimal work is required to target various mobile operating systems. An additional benefit of using a hybrid application framework includes allowing developers to access Native API calls which can be used to enable binary security mechanisms from the device itself. Hybrid Applications can also be distributed through native application stores (allowing for additional vetting))</i>	
2.3 Callback URLs <i>These details are required to ensure your app can communicate with the My Health Record system</i>	URL to receive authentication tokens <i>(OAuth callback URL is used to handle the OAuth authorization code, and error code for error scenarios, from the My Health Record system)</i>	

	<p>URL to receive push notifications <i>(Push notification callback URL is used to handle push notifications from the My Health Record system – only applicable to interaction models with an intermediary server – Model 4)</i></p>	
<p>2.4 Is this a new or existing app?</p>	<p><input checked="" type="radio"/> New</p>	
	<p><input type="radio"/> Existing <i>(Please specify how long your app has been on the market)</i></p>	
<p>2.5 What is the purpose of your app?</p>		
<p>2.6 Who are the intended users of your app?</p>		
<p>2.7 What are the health and wellness outcomes that may be achieved by users?</p>		
<p>2.8 How will your app be made available to users? <i>Select all that apply.</i> <i>At least one must be selected</i></p>	<p>App Distribution Channel</p>	<p>App Version Number</p>
	<p><input type="checkbox"/> Apple App Store</p>	
	<p><input type="checkbox"/> Google Play</p>	
	<p><input type="checkbox"/> Other <i>(Please specify)</i></p>	
<p>2.9 For web apps, please provide the web URL</p>		
<p>2.10 How will a user interact with your app solution? <i>Include the data retrieved from the My Health Record system and how it will produce a health benefit for the app user</i></p>		
<p>2.11 Optionally add any supporting information not covered by the other categories</p>		
<p>3. myGov Gateway Access (for access to API v2.0.0 onwards) <i>This information will be used by Services Australia to whitelist your app’s connection to the myGov test gateway. Please complete all fields.</i></p>		
<p>3.1 How will myGov test gateway be accessed? <i>At least one must be selected</i></p>	<p><input type="checkbox"/> Via the internet</p>	
	<p><input type="checkbox"/> Dedicated link</p>	
	<p><input type="checkbox"/> Other <i>(Please specify)</i></p>	
	<p><input type="checkbox"/> Single machine</p>	

3.2 What type of environment is being connected? <i>At least one must be selected</i>	<input type="checkbox"/> Isolated network	
	<input type="checkbox"/> The internet	
	<input type="checkbox"/> Other <i>(Please specify)</i>	
3.3 Details of connecting device <i>Type and operating system</i>		
3.4 Test IP addresses <i>Please list the IP addresses of all devices where the web-browser will be launched to complete the authentication flow</i>		
3.5 Company conducting the testing <i>Please indicate if testing will be done internally or the name of the outsourced company undertaking the testing</i>		
3.6 Number of testers		
3.7 Location of testers <i>If offshore, please indicate the country. If Australia, please indicate the State/Territory</i>		

4. Interaction Model

4.1 Please select the interaction model your app will follow (only select one option)
This information will help us understand how your app will connect to the My Health Record system

Interaction model	Model 1. Consumer / Self-care	Model 4. Consumer connection via platform
Connection diagram		
Selected model Mandatory	<input checked="" type="radio"/> Model 1	<input type="radio"/> Model 4
4.2 If Model 4 is selected, please provide the name, version number, and Fully Qualified Domain	i. Name of the intermediary server	

Name (FQDN) of the intermediary server	ii. Version number of the intermediary server	
	iii. Common Name of the intermediary server certificate	
	iv. Common Name of the intermediary server certificate issuer (intermediate certification authority)	
	v. Common Name of the intermediary server certificate's root certification authority	
	vi. Fully Qualified Domain Name of the "Vendor Server" certificate	
4.3 For the interaction model selected, please describe how your app will transact with the My Health Record system		
<p>Note: Access to the test environment is granted without limitation to any particular set of FHIR⁴ Gateway interfaces. Please refer to the FHIR Gateway API Specification for the list of available interfaces. A list of required interfaces needs to be declared for the subsequent access to the production environment (see Production Environment Access Request form).</p>		
5. Signature of authorised organisational representative		
Name		
Position		Date
Signature		

Document checklist:

<i>Please fill in Part A and Part B of this request form, and provide the following documents to support your request:</i>	
<input type="checkbox"/>	Certified evidence of identity for each Portal Operator Officer (refer to Part A, Introduction, section 5.1)
<input type="checkbox"/>	Certified evidence of legal business (refer to Part A, Registration Details, section 2)
<input type="checkbox"/>	Certified evidence of relationship with entity (refer to Part A, Registration Details, section 3)
<input type="checkbox"/>	Part B app logo (this will be added to the System Operator-hosted consent screens). Note: The logo needs to be provided in colour, PNG format, size 64x64 pixels.

⁴ FHIR is a registered trademark of Health Level Seven International.

Annexure C Portal Operator Registration Agreement- Trade Mark Licence Terms and Conditions (Licence Terms)

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1. INTERPRETATION

1.1 Definitions

The following definitions apply in these Licence Terms:

App means the application specified in **Attachment A**, in relation to which you are registered as a Registered Portal Operator to provide a View Only Portal, in accordance with the PORA.

Business Day means any day other than a Saturday, Sunday or public holiday in New South Wales.

Claim means any claim, allegation, cause of action, proceeding, suit or demand made against a person, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Confidential Information means information of ours that:

- (a) is by its nature confidential;
- (b) is designated by us as confidential; or
- (c) you know or ought to know is confidential,

but does not include these Licence Terms or information which:

- (d) is or becomes public knowledge other than by breach of these Licence Terms or by any other unlawful means;
- (e) has been independently developed by you without you relying on, referring to or incorporating the Confidential Information; or
- (f) is or was made available to you by a person (other than us) who was not at the time of disclosure under an obligation of confidence to us in relation to that information.

GST, GST Law, supply, input tax credit and other terms relevant to GST, have any meanings given in the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* and any applicable rules of the Australian Taxation Office.

Guidelines means the Agency's brand identity guidelines in relation to the use of the Trade Marks, specified in **Attachment A**, a copy of which is available at <https://www.myhealthrecord.gov.au/for-healthcare-professionals/stakeholder-materials/brand-design>, as amended by us from time to time, and any other guidelines and requirements for use, as specified in **Attachment A**.

Law includes any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in Australia, whether made by a State, Territory, the Commonwealth, or a local government, and includes the common law as applicable from time to time.

Material means any material in any medium or form, including documents, records, equipment, software (including source code and object code), goods, images, cinematograph films, publications, reports, advertising and promotional materials (including television, radio, print/press, outdoor advertisements and advertorials), websites and social media sites (including

individual account pages), signage, newsletters, marketing communications, brochures, stationery and merchandise, other information and data stored by any means including all copies and extracts of the same.

Permitted Purpose has the meaning given in **Attachment A**.

PORA means the Portal Operator Registration Agreement to which these Licence Terms are attached and which form part of the PORA.

Start Date has the meaning given in **Attachment A**.

Term means the term of the Trade Mark Licence, as specified in **Attachment A**.

Territory has the meaning given in **Attachment A**.

Trade Mark Licence means the trade mark licence granted under clause 5.28 of the PORA and clause 3.1(a) of these Licence Terms.

Trade Mark Material means any Material on or in relation to which the Trade Marks will (or are proposed to) appear or be referred to.

Trade Marks means the trade marks and logos set out in **Attachment B**.

Trade Marks Act means the *Trade Marks Act 1995* (Cth).

Web Content Accessibility Guidelines 2.1 means the guidelines available at <http://www.w3.org/TR/WCAG20/> and successor websites.

1.2 Interpretation

In these Licence Terms, unless the contrary intention appears:

- (a) the definitions and rules of interpretation set out in clause 16 of the PORA apply; and
- (b) a reference to an **Attachment** means an attachment to these Licence Terms.

2. TERM

The Trade Mark Licence commences on the Start Date and continues for the Term.

3. LICENCE

3.1 Grant of licence

- (a) We grant to you a non-exclusive, non-transferable, non-assignable, royalty free licence during the Term to use the Trade Marks in the Territory for the Permitted Purpose, on the terms set out in these Licence Terms.
- (b) The Trade Mark Licence supersedes any and all existing licences granted by the Agency to you to use any of the Trade Marks. You agree not to use any of the Trade Marks unless expressly permitted by these Licence Terms.

3.2 No right to sub-license

The Trade Mark Licence does not include the right to sub-license the Trade Marks.

3.3 Your acknowledgments

You acknowledge and agree that:

- (a) we are, and will continue to be, the sole owner of all intellectual property rights in and to the Trade Marks, including all current and future registered and unregistered rights, copyright subsisting in any artistic works comprised in the Trade Marks and all current and future goodwill generated through use of the Trade Marks;
- (b) nothing in these Terms gives you any rights or interests in the Trade Marks, other than as licensee under the Trade Mark Licence; and
- (c) all use of the Trade Marks (including goodwill from that use) arises for the benefit of us, without cost to us.

3.4 Relationship of the parties

The parties agree that:

- (a) the parties are independent contractors and not partners, joint venturers or principal and agent; and
- (b) neither of the parties has any authority to bind the other party by contract or otherwise and must not hold itself out as having such authority.

3.5 Excluded powers

The parties agree that, except to the extent expressly granted to you under the Trade Mark Licence, you will have none of the powers conferred on an authorised user of trade marks by section 26 of the Trade Marks Act.

4. USE OF THE TRADE MARKS

4.1 Compliance with directions and guidelines

You must comply with the Permitted Purpose and with all our other directions and guidelines concerning use of the Trade Marks, notified to you by us in writing, including the Guidelines, as amended by us from time to time.

4.2 Form of Trade Marks

Without limiting clause 4.1, you must only use the Trade Marks in the form in which they are registered.

4.3 Notice with Trade Mark use

Unless we first give our written consent otherwise, you must accompany each representation of a Trade Mark with:

- (a) the following notice:
 - “[Trade Mark] is a registered trade mark of the Australian Digital Health Agency and is used under licence by [you].”,
 - or a statement having a similar meaning that is approved or required by us in writing; and
- (b) the ® symbol with each use of the Trade Marks within Australia unless otherwise directed by us;

- (c) the following notice viewable at the same time as the above notice:
“The Australian Digital Health Agency gives no endorsement of the application in respect of which this [Trade Mark] is used and provides no warranty or guarantee in respect of the correctness, accuracy or completeness of any content accessible through this application.”
- (d) any other notice that we may direct.

4.4 Restrictions on use

You acknowledge and agree that you must not:

- (a) assert any right to or over the Trade Marks in any manner inconsistent with your rights under these Licence Terms;
- (b) use the Trade Marks for any purpose other than the Permitted Purpose;
- (c) use the Trade Marks in any way other than in accordance with the Permitted Purpose;
- (d) make any addition to, deletion from, or modification of the Trade Marks;
- (e) do, or authorise the doing of, anything opposing, challenging or impairing our rights or interests in the Trade Marks;
- (f) at any time use the Trade Marks in a manner likely to prejudice the distinctiveness of any of the Trade Marks, the validity of any registration of the Trade Marks, or the value of our goodwill and reputation;
- (g) use or apply to register the Trade Marks, or any trade mark that is substantially identical or deceptively similar with or to any of the Trade Marks, in connection with any goods or services, either alone or in conjunction with any other trade mark or brand name without our prior written consent;
- (h) use or apply to register any of the Trade Marks as your company or business name, or as part of your company or business name or in a domain name;
- (i) take or use the Trade Marks in any manner calculated to represent that you are the owner of the Trade Marks;
- (j) apply or support any application to cancel registration of the Trade Marks or enter any condition or limitation affecting the registration of the Trade Marks or remove any Trade Marks as a registered trade mark;
- (k) take any action which otherwise would or might invalidate, challenge, oppose or otherwise put in dispute our title to the Trade Marks; or
- (l) cause, permit or assist any other person directly or indirectly to do any of the above acts.

5. QUALITY CONTROL

5.1 Use in Trade Mark Material

You must only use the Trade Marks in Trade Mark Material if we have expressly given you our prior written consent to do so and we have given that Material to you, or you have submitted representative Trade Mark Material to us and we have approved the use in writing prior to use.

5.2 Trade Mark Material to meet standards

Subject to clause 5.1, you must ensure that the Trade Mark Material:

- (a) meets our standards and requirements of design, performance and quality notified by us to you from time to time;
- (b) if the Permitted Purpose identifies an existing contract, complies with the standards and requirements of design, performance and quality specified in that contract; and
- (c) complies with all applicable standards, regulations, government guidelines and rules in the Territory, including the following where the Trade Mark Material is a website:
 - (i) Level AA accessibility requirements in the Web Content Accessibility Guidelines 2.1 and government requirements at <https://www.w3.org/WAI/intro/wcag> or any successor website;
 - (ii) World Wide Web Access: Disability Discrimination Act Advisory Notes, version 4.1 (2014) at <https://www.humanrights.gov.au/accessibility> or any successor website; and
 - (iii) <https://www.dta.gov.au/help-and-advice/digital-service-standard/digital-service-standard-criteria/9-make-it-accessible>.

6. MAINTENANCE AND PROTECTION OF THE TRADE MARKS

6.1 Assistance with maintenance

At our request but at your expense, you must assist us to maintain the validity of any registrations of the Trade Marks during the Term, including providing documents and depositing to or swearing any declarations, affirmations or oaths.

6.2 Notification of infringements and claims

You must immediately notify us in writing of:

- (a) any actual, suspected or threatened infringement of, or challenge to, the Trade Marks and any conduct in relation to the Trade Marks that may constitute passing off or misleading or deceptive conduct; and
- (b) any claim or proceeding alleging that use of the Trade Marks infringes another person's rights, or constitutes passing off or misleading or deceptive conduct.

6.3 Our discretion to take action

We may, in our sole discretion, decide whether or not to take any action in relation to the matters referred to in clause 6.2 and our decision is final.

6.4 Assistance with action

If we take action in relation to a matter referred to in clause 6.2, you must give all reasonable assistance that we may request, at your expense.

6.5 Your actions

- (a) If we decide not to take action in relation to the matters referred to in clause 6.2, you may, at your expense, take action so long as you first obtain our written consent.
- (b) You must not compromise or settle any action without first obtaining our written consent.

6.6 Our liability

Without limitation, we are not liable for any Claim, loss, liability, expense or tax incurred by you in connection with our failure or inability to take or consent to the taking of any action or the failure of any action under this clause 6.

7. LIABILITY

7.1 Liability in relation to App

You must include in the terms and conditions of the App the following acknowledgements from you and the user:

- (a) an acknowledgement that you are solely responsible for the App and the content of the App (including, but not limited to, the correctness, accuracy and completeness of any content accessible through the App relating to the user's My Health Record electronic health record); and
- (b) an acknowledgement that you are solely responsible for addressing any Claims made by the user or any third party relating to the App or the user's possession and/or use of the App, including but limited to:
 - (i) any Claim for maintenance and support services;
 - (ii) any product liability Claim;
 - (iii) any Claim that the App fails to comply with any Laws; and
 - (iv) any Claim arising under consumer protection or similar legislation.

8. INDEMNITIES

8.1 Licensee's indemnities

You indemnify us, our employees, other officials, officers and agents against any Claim, loss, liability, expense or tax incurred in connection with:

- (a) any of your representations or warranties under the PORA, including these Licence Terms, being or becoming incorrect in any respect;
- (b) you exercising your rights, or performing you obligations, under these Licence Terms, including your use of the Trade Marks;
- (c) any of your obligations under these Licence Terms being wholly or partly illegal, void, voidable or unenforceable;
- (d) any failure or alleged failure by you to comply with these Licence Terms; or
- (e) any Claim by another person against us in connection with your exercise of your rights, or performance of your obligations, under these Licence Terms.

8.2 We act as trustee

You agree that we will be taken to be acting as agent or trustee for and on behalf of each of our employees, other officials, officers and agents from time to time, in respect of their rights under clause 8.1.

8.3 Exclusion of liability

To the full extent permitted by Law, we have no liability (whether in negligence or otherwise) to you for any Claim, loss, liability, expense or tax in connection with the exercise of your rights or obligations under the Trade Mark Licence, including these Licence Terms, including but not limited to the use of the Trade Marks and any Trade Mark Material by you

9. GST

9.1 GST for any supply

In relation to any supply under the Trade Mark Licence (which is exclusive of GST), the recipient must:

- (a) pay to the supplier an amount equal to any GST for which the supplier is liable on any supply by the supplier under or in connection with this document, without deduction or set-off of any other amount; and
- (b) make that payment as and when the consideration or part of it must be paid or provided, except that the recipient need not pay until 7 days after receiving a tax invoice (or an adjustment note) for that supply.

9.2 Adjustments

The supplier must promptly create an adjustment note for, or apply to the Commissioner for, a refund of GST, and refund to the recipient, if an overpayment by the recipient for GST has been made.

9.3 Costs to include GST

Costs actually or estimated to be incurred or revenue actually or estimated to be earned or lost by a party that is required to be reimbursed or indemnified by another party or used as the basis for calculation of consideration for a supply under this Contract must exclude the amount of GST referable to the cost to the extent to which an entitlement arises or would arise to claim an input tax credit and in relation to revenue must exclude any amount in respect of GST referable to the revenue.

10. CONFIDENTIAL INFORMATION

10.1 Use and disclosure of Confidential Information

Unless you have obtained our prior written consent, you must:

- (a) keep all Confidential Information secret and confidential;
- (b) not access, use or reproduce any Confidential Information except to the extent necessary to exercise your rights and perform your obligations under these Licence Terms;
- (c) disclose any Confidential Information except as permitted under clauses 10.2 or 10.3; and
- (d) establish and maintain all necessary security measures to maintain the confidential nature of the Confidential Information and ensure that the Confidential Information is kept secure from loss, unauthorised access or use, reproduction, modification, disclosure or other misuse.

10.2 Disclosures to personnel and advisers

- (a) You may disclose Confidential Information to your officers, employees, agents, contractors, or legal, financial or other professional advisers if:
 - (i) the disclosure is necessary to enable you to perform your obligations or to exercise your rights under these Licence Terms; and
 - (ii) prior to disclosure, you inform the person of the confidential nature of the Confidential Information and your obligations in relation to it under these Licence Terms and obtain a confidentiality undertaking from the person to comply with those obligations, a signed copy of which must be provided to us, on request.
- (b) You must ensure that any person to whom Confidential Information is disclosed under clause 10.2(a) keeps the Confidential Information confidential and does not use it for any purpose other than as permitted under clause 10.2(a).

10.3 Disclosures required by Law

- (a) Subject to clause 10.3(b), you may disclose Confidential Information that the you are required to disclose by Law or by order of any court or tribunal of competent jurisdiction or by any government agency, stock exchange or other regulatory body.
- (b) If you are required to make a disclosure under clause 10.3(a), you must:
 - (i) give us prompt and prior written notice of the impending disclosure;
 - (ii) provide reasonable assistance to us in opposing or limiting the disclosure; and
 - (iii) if the disclosure cannot be avoided, only disclose Confidential Information to the extent necessary to comply, and use reasonable efforts to ensure that any Confidential Information disclosed is kept confidential.

11. TERMINATION AND SUSPENSION OF TRADE MARK LICENCE

11.1 Termination by us

- (a) The Trade Mark Licence terminates immediately on termination of the PORA.
- (b) We may terminate the Trade Mark Licence by written notice effective immediately (or effective from any later date specified) if:
 - (i) we cease to have the right to grant the licence of the Trade Marks on the terms of these Licence Terms; or
 - (ii) you:
 - (A) engage in any conduct or practice that is reasonably likely, in our opinion, to adversely affect the Trade Marks, the goodwill associated with the Trade Marks, our rights to the Trade Marks or our or the Commonwealth's reputation;
 - (B) breach the PORA for any reason;
 - (C) do not comply with any of the standards and requirements of design, performance and quality specified in the PORA (including the Interoperability Requirements);

- (D) breach these Licence Terms and do not remedy that breach or act within 5 Business Days of being notified of the breach or act by us;
- (E) assign, charge or in any way encumber your interest in the Trade Mark Licence, or attempt to do so without our prior written consent;
- (F) subject to sections 415D, 434J and 451E of the *Corporations Act 2001* (as the case may be), an Insolvency Event occurs in respect of you;
- (G) being an individual, becomes bankrupt or enters into a scheme of arrangement with creditors;
- (H) you undergo a Material Change (other than a change of your legal name) or Change of Control); or
- (I) have your registration as a registered portal operator suspended or cancelled by us under the My Health Records Act.

11.2 Termination by you

If we cease to have the right to license the Trade Marks, your sole remedy is to terminate the Trade Mark Licence by notice to us in writing.

11.3 Termination for convenience

Either party may terminate the Trade Mark Licence (by giving not less than 6 months' written notice to the other party).

11.4 Consequences of expiry or termination

On termination or expiry of the Trade Mark Licence:

- (a) you must:
 - (i) immediately cease all use of the Trade Marks;
 - (ii) immediately destroy or return to us (at our election) any Material that we provided to you in relation to the Trade Marks, and any Confidential Information provided by us to you in relation to the Trade Mark Licence and these Licence Terms;
 - (iii) within 10 Business Days from the date of termination or expiry of the Trade Mark Licence, destroy or return to us (at our election), all Trade Mark Material within your possession, power or control and you further agree to certify that destruction has occurred if requested by us; and
 - (iv) immediately make all payments which are due and payable to us by you on or before the date of expiry or termination of the Trade Mark Licence.
- (b) Notwithstanding clauses 11.4(a)(ii) and 11.4(a)(iii) you may retain one copy of any Material, Trade Mark Material and Confidential Information to the extent required by Law and, to the extent applicable, subject to clause 10.

11.5 Suspension of Trade Mark Licence

The Trade Mark Licence is suspended, and you must not:

- (a) use the Trade Marks as trade marks; or

- (b) reproduce, communicate to the public and publish any copyright works subsisting in any of the Trade Marks for the purpose of exercising your rights in relation to the Trade Marks under the Trade Mark Licence,

at any time during the period for which your registration as a portal operator is suspended under the My Health Records Act.

11.6 Survival of obligations

The obligations in clauses 1 (Interpretation), 8 (Indemnities), 10 (Confidential Information), 11.4 (Consequences of expiry or termination), 12 (Notices), 14 (Dispute Resolution), and this clause 11.6 survive termination or expiry of the Trade Mark Licence and the PORA.

12. NOTICES

12.1 How a notice is given

- (a) A notice, consent or other communication under or in relation to these Licence Terms is only effective if it is in writing, signed and either left at the addressee's address or sent to the addressee by mail or email.
- (b) A notice, consent or other communication that complies with this clause is regarded as given and received:
 - (i) if it is delivered, when it has been left at the addressee's address;
 - (ii) if it is sent by mail, three Business Days after it is posted;
 - (iii) if it is sent in electronic form when the sender receives confirmation on its server that the message has been transmitted;
 - (iv) if it is transmitted by 5.00 pm (Sydney time) on a Business Day – on that Business Day; or
 - (v) if it is transmitted after 5.00 pm (Sydney time) on the Business Day, or on a day that is not a Business Day – on the next Business Day.

12.2 Address for notices

A party's address and email address are those set out in **Attachment A**, or otherwise as the party notifies the other party.

13. AMENDMENT AND ASSIGNMENT

- (a) No variation of the Trade Mark Licence or these Licence Terms is binding unless agreed in writing between the parties.
- (b) We may assign or transfer its rights or obligations under the Trade Mark Licence and these Licence Terms to any person who becomes the owner of the Trade Marks without obtaining your prior consent.
- (c) You must not assign or transfer its rights or obligations under the Trade Mark Licence or these Licence Terms without our prior written consent.

14. DISPUTE RESOLUTION

Clause 11 of the PORA applies to disputes arising in relation to the Trade Mark Licence and these Licence Terms.

15. GENERAL



- (a) No waiver of a term or condition of the PORA, including these Licence Terms, will operate as a waiver of another breach of the same or of any other term or condition of the PORA, including these Licence Terms.
- (b) If a party does not exercise, or delays in exercising, any of its rights under the PORA, including under these Licence Terms or at Law, that failure or delay does not operate as a waiver of those rights.
- (c) A single or partial exercise by a party of any of its rights under this the PORA, including under these Licence Terms or at Law does not prevent the further exercise of any right.

ATTACHMENT A – TRADE MARK LICENCE DETAILS

Item No	Subject	Details
1	Address for Notices	<p>Us</p> <p>Address: Level 25, 175 Liverpool Street, Sydney NSW 2000</p> <p>Email: help@digitalhealth.gov.au</p> <p>Attention: Chief Digital Officer</p> <p>Copy to: General Counsel: Legal@digitalhealth.com.au</p> <p>You</p> <p>Address: [address]</p> <p>Email: [email address]</p> <p>Attention: [name]</p>
2	App	[insert details of application]
3	Permitted Purpose	For the purpose of operating as a registered portal operator under the My Health Records Act, in accordance with the PORA, to support healthcare recipients' and their Representatives' access to the relevant healthcare recipients' My Health Records, by incorporating and applying the Trade Marks within the App solely for the purposes of describing the App as being able to interface with the My Health Record electronic health record system, operated and maintained by the System Operator.
4	Start Date	The date this PORA is signed by both parties.
5	Term	<p>From the Start Date until the earlier of the following dates:</p> <ol style="list-style-type: none"> the date the Trade Mark Licence expires or is terminated in accordance with these Licence Terms; and the date the PORA expires or terminates, as determined in accordance with the PORA.
6	Territory	Australia
7.	Guidelines	<p>(a) My Health Record Brand Identity Guide version 4.1 last updated 04/12/19, and updated versions available at https://www.myhealthrecord.gov.au/for-healthcare-professionals/stakeholder-materials/brand-design.</p> <p>(b) For the purposes of clause 4.3 Notice with trade mark use, the Agency consents to you including., and you must include the following statement for each Trade Mark used by you, in a prominent notice accessible to users of your App:</p> <ul style="list-style-type: none"> via a menu item named "My Health Record", "About", "Help" or "Settings"; and in directly related user documentation for View Only Portal.

Item No	Subject	Details
		<p>“[Trade Mark] is a registered trade mark of the Australian Digital Health Agency and is used under licence by [you] in Australia.”</p> <p>(c) You may only use the Trade Marks in the form set out in Attachment B:</p> <ul style="list-style-type: none">(i) to initiate the processing of interfacing your App to the My Health Record system, in accordance with and in the manner depicted in section 2 of the Consent Requirements and Guidelines in the Interoperability Requirements; and(ii) within your App ‘Settings’ to demonstrate connection to the My Health Record system through your App. <p>To the extent of any inconsistency between the <i>Consent Requirements and Guidelines</i>, in the Interoperability Requirements, and these Licence Terms, these Licence Terms prevail to the extent of the inconsistency.</p>

ATTACHMENT B – TRADE MARK DETAILS

Trade Mark/Logos	Registration/Application No.	Permitted Use
	1713652	As specified in item 3 of Attachment A
	1485473	As specified in item 3 of Attachment A