

Web Access Request Application and Agreement

Please read and complete this form in full, and submit to the Ministry of Health (“the Ministry”) using the Submit button provided at the bottom of this page. Prior to clicking on the Submit button please PRINT a copy of the agreement to provide you with a printed copy of the completed Registration Agreement.

TERMS AND CONDITIONS OF THIS REGISTRATION AGREEMENT

1 Purpose

The purpose of this registration agreement is to provide access for data exchange between the Ministry and regulated healthcare provider.

2 Collection, Use, and Disclosure of Data

The Data provided under this Agreement will be collected, retained, used and disclosed in a manner consistent with the provisions of the *Freedom of Information and Protection of Privacy Act* or other relevant legislation. By applying for registration, the Provider agrees to the use of the data only for the purposes specified by the Ministry.

3 Information Accuracy

The Provider will endeavour, at all times, to maintain accurate, complete, and up-to-date Data for all data submitted.

The Ministry will not be held liable for any inaccuracies in Data provided or exchanged under this Registration Agreement.

4 Standards, Terms and Conditions

The Ministry will publish Standards, Terms and Conditions and related Directives for use of the Services covered by this Registration Agreement and will advise the Provider of any changes to the Standards, Terms and Conditions of Service. Where applicable, the Provider will review and abide by the operational and functional requirements for Services. If there is a conflict between a provision in the aforementioned documents and any provision in the main body of this Registration Agreement, the provisions in this Registration Agreement will prevail.

5 Security and Privacy Protection

The Provider will identify to the Ministry the individual(s) in the organization (Access Administrator(s)) who is/are responsible for:

- managing the Provider’s obligations under this Registration Agreement
- managing and securing digital certificates and codes provided by the Ministry
- approving access for selected individuals
- and maintaining appropriate records of those approvals.

The Provider will promptly advise the Ministry of any and all changes or additions to the list of Persons that the Provider has authorized use.

The Provider will maintain the security and confidentiality of the data in its possession and control by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, or disposal.

The Provider must protect the confidentiality of all codes, passwords, digital certificates, encryption keys and User account(s) assigned by the Ministry, in accordance with the Terms and Conditions provided to the Provider by the Ministry.

6 General Conditions

This Registration Agreement is governed by and is to be construed in accordance with the laws of British Columbia.

Amendments to this Registration Agreement may be made, so long as they are in writing and signed by both parties.

The Ministry will not be held liable for any cost or inconvenience to the Provider caused by either scheduled or unexpected system outages.

7 Term of Agreement and Termination

This Registration Agreement becomes effective when approved by the Ministry.

Either party may terminate this Agreement by providing written notice to the other party ninety (90) days prior to the date on which the notifying party intends the Agreement will terminate.

Either party may terminate this Agreement at any time, in writing without prior notice to the other party, if the terminating party has reasonable grounds to conclude that the other party has failed in a material way to meet its obligations under this Agreement.

8 Indemnification

The Provider agrees to indemnify the Ministry and save it harmless for any and all losses, expenses, costs, including legal costs, and damages resulting directly or indirectly from the actions of:

- a) The officers, employees, and agents of the Provider; and
- b) Any other party who obtains access to the data or information provided by the Ministry as a result of the negligence of the Provider or the Provider’s officers, employees or agents, or the failure of the Provider to comply with the terms of this Agreement, excepting liability which arises out of or is based upon any misstatement, error or omission in any data or information supplied or approved by the Ministry.

This indemnity shall survive the termination of the Agreement and shall not detract from any other rights or remedies which the Ministry may have under this Agreement or otherwise in law or in equity.

