

## ICPC-2 PLUS END USER CONTRACT INSTRUCTIONS

\*\* Please note: you can only become a licensed *ICPC-2 PLUS* End User if your software provider has *ICPC-2 PLUS* installed. If you are unsure about this, please contact us (see below) or contact your software provider.

Please find enclosed the *ICPC-2 PLUS* End User contract. To become a licensed *ICPC-2 PLUS* End User, please follow the procedure outlined below:

- Print off **two (2)** copies of the End User contract
- Complete the details regarding the end user on the first page of the contract. **DO NOT** complete the details in the Office Use section.
- Arrange for the most suitable person to sign both copies of the contract.
- Post both contracts to the Family Medicine Research Centre at the following address:

Family Medicine Research Centre  
Acacia House, Westmead Hospital  
PO Box 533  
Wentworthville NSW 2145  
AUSTRALIA

- Should you wish to hasten the process you can fax us the front and back page of the contract prior to your posting us the two signed copies and on receipt of this we can then notify your software developer to install *ICPC-2 PLUS* into your clinical system.

Upon receipt of the two signed contracts we will:

- execute the agreements on behalf of the University and return a copy of the contract for your records, together with the current User's Guide;
- notify your software developer that you are a fully licensed *ICPC-2 PLUS* user and an authorised representative will install *ICPC-2 PLUS* into your clinical system.

### Invoicing

Please refer to the [Licensing Costs](#) section of our website for details regarding *ICPC-2 PLUS* costs.

You will receive an invoice for your initial one-off membership fee to WONCA and your first annual licence fee for the use of *ICPC-2 PLUS* separately from the University of Sydney. Please do not send a cheque when returning your contracts.

### Updates

You will receive updates of *ICPC-2 PLUS* through your software supplier and we will continue to provide you with the necessary paperwork so your User's Guide will remain up to date with the current version of *ICPC-2 PLUS*.

We are sure you will find *ICPC-2 PLUS* an invaluable addition to your clinical system. Please do not hesitate to contact us if you have any questions regarding the application of *ICPC-2 PLUS*.

### Contact

Telephone: + 61 2 9845 8151

# THE UNIVERSITY OF SYDNEY



## International Classification of Primary Care - Version 2 and ICPC-2 PLUS Database Licence

### Important

This document is a legal agreement between **you**, the user of the database indicated in the schedule below, and **The University of Sydney** as licensor. Please read this agreement carefully and make sure you understand it, **before you sign it**. You will not be allowed to use the database until this agreement is signed and returned to the Family Medicine Research Centre at the University of Sydney, and payment of your invoice is received by the Accounts Section of the University.

### Schedule

<b>Licensor</b>	THE UNIVERSITY OF SYDNEY
<b>Contact</b>	Family Medicine Research Centre Acacia House Westmead Hospital WESTMEAD NSW 2145 Tel: 61 2 9845 8151 Fax: 61 2 9845 8155 Email: fmrc@fmrc.org.au
<b>User (<i>Practice or company name</i>)</b>	
<b>Contact</b>	Name: Tel: Mobile: Fax: Email:
<b>Address</b>	
<b>Number of FTE GPs on site or # of clinical computers</b>	
<b>Name of Software provider</b>	

*Office use only*

<b>Licence commences on</b>	
<b>Database licensed</b>	ICPC-2 PLUS
<b>Licence fee for first year</b>	
<b>Annual renewal date</b>	

## Important definitions

These words have these special meanings when used in this licence

<b>we, us, our (depending on context)</b>	The University of Sydney as licensor of the database
<b>database</b>	one or both of these databases known as ICPC (the International classification of Primary Care) designed by the Classification Committee of The World Organisation of National Colleges, Academies and Academic Associations of General Practitioners/Family Physicians or ICPC PLUS (an extended database of coded medical terms and keywords classified according to ICPC)
<b>licence fee</b>	The annual fee payable by you in return for supply of one copy of the database (please see Section 4 below about your obligations to pay it)
<b>schedule</b>	The schedule on the front page of this document
<b>site</b>	The group of computers owned or operated by you at the address listed in the schedule and onto which the database will be loaded.
<b>upgrade</b>	Revision of an existing version of the database supplied to you with this licence
<b>you</b>	The person or company described in the schedule as user

## Section 1 - Grant of licence

- 1.1 We grant you a non-exclusive licence to operate one copy only of each database licensed to you under this agreement. Each database is taken to be in use on a computer when loaded into the temporary or permanent memory of a computer on your site, or on a network server for the sole purpose of distribution to other computers on that site.

This licence does not include the medical systems software through which you will operate the database. You must check with your software provider about the appropriate software on which the database it is be run.

- 1.2 This licence is renewable annually, and only for so long as you pay the annual licence fee by the annual renewal date shown in the schedule. Each time you renew the licence, the terms contained in this agreement are taken to apply automatically to that renewed licence.
- 1.3 You may customise the database to meet your own particular needs, but you must not do any of these things, or allow another person to do them on your behalf:-

- . alter, modify, tamper with, reverse engineer or attempt to reverse engineer the database
  - . use the database to develop another database **or**
  - . combine the database with, or incorporate the database into another database
- 1.4 You must not lend, rent, lease or transfer the database to another computer, network, or person under any circumstances, unless you first obtain our written permission to do so. If the number of computers on your site increases, we may charge you an additional annual licence fee (see below).

## **Section 2 - Copyright**

- 2.1 The database, including any documents accompanying it, is protected by Australian copyright laws and international treaties. Accordingly, you must not reproduce any of them, except as permitted by this licence, or do anything that prejudices or infringes copyright ownership, or which has the potential to do so.
- 2.2 However, you are authorised to make copies of the database for back up or archival purposes only.
- 2.3 You must reproduce our copyright notices on all copies of the database supplied to or created by you.

## **Section 3 - Warranties**

- 3.1 We supply the database to you on an "as is" basis only, and without any knowledge or understanding of your requirements, obligations or business. To the extent that we are permitted to do so under state or federal laws, we exclude from this licence any express or implied warranties that the database:-
- . is of merchantable quality, or can be used for a particular purpose
  - . contains data or information that is accurate, up to date or reliable
  - . is compatible for use with the medical systems software through which you will operate the database **or**
  - . is suitable for the particular purpose for which you intend to use it.
- 3.2 However, if we do become liable for breach of a condition or warranty implied into this licence by the Trade Practices Act 1974 (Cth), and which cannot be modified or excluded by that Act, then our liability is limited to our choice of one or more of these remedies:-
- . replacement of the database
  - . the cost of supplying you with goods equivalent to the database **or**

- . refund of a proportion of the licence for that period of time that you are unable to operate the database.

Under no circumstance does our liability extend to any other remedy for any loss or damage you suffer arising from a breach of a condition or warranty implied in this licence or otherwise. This includes any direct or consequential loss or damage, such as loss of data or loss of profits

## **Section 4 - Licence fee**

- 4.1 You must pay us the licence fee for the first year of this licence on or before the commencement date of this licence shown in the schedule. You must also pay each subsequent licence fee on the annual renewal date shown in the schedule. We will invoice you about two months before the due date.
- 4.2 The licence fee for the first year is as shown in the schedule. Licence fees for subsequent years may vary. The licence fee payable is the same whether the licence remains current for the whole or any part of a year. You are not entitled to receive a proportional refund if you terminate this licence before the end of the current year for which that licence fee is payable (see clause 6.3 below)
- 4.3 If you do not pay a licence fee on time, then this licence terminates automatically, whether or not we notify you that this will occur.

## **Section 5 - Additional computers on site**

- 5.1 If you increase the number of full time equivalent terminals in your site, then you must notify us to that effect on or before the next annual renewal date. This may mean that the licence fee for the next and subsequent years will increase.

## **Section 6 - Terminating this licence**

- 6.1 This licence terminates automatically if :-
- . you do not pay a licence fee by the commencement date (in the case of the first year of this licence) or the annual renewal date (for each subsequent year shown in the schedule)
  - . you breach any other condition of this licence and do not correct that breach within 7 days of our notifying you to do so **or**
  - . if we are no longer able to licence the database to you for any reason
- 6.2 If you wish to terminate this licence, then you need do nothing except not pay the annual licence fee by the annual renewal date. However, we recommend that you notify us by letter if you wish to terminate, otherwise we will continue to invoice you for the annual licence fee

## **Section 7 - New versions and updates**

- 7.1 You have been supplied with the current version of the database in general market release shown in the schedule. You are entitled to receive free-of-charge any upgrades of that current version as and when these become available (we will notify you each time this occurs).
- 7.2 However, this licence does not include any new version of the database. If you wish to licence a new version of the database, then you will need to sign a new licence fee and pay the licence fee that applies to that new version.

## **Section 8 - Assignment or sub-licences**

- 8.1 You may not assign or sub-licence the database, or a right or obligation given to you under this licence, unless you first obtain the our written permission to do so.

## **Section 9 - Communication and notices**

- 9.1 If you wish to notify us about a matter involving this licence, you must send that communication to our contact address shown in the schedule. We will notify you in writing if our contact address changes at any time.
- 9.2 If we write to you or notify you about a matter involving this licence, then we will send that communication to your contact address shown in the schedule. Please notify us if your contact address changes at any time.
- 9.3 Any notice or communication involving this licence must be in writing. It may be delivered, sent by ordinary pre-paid post, or sent by facsimile to the addressee's contact address or facsimile number shown in the schedule. A notice or communication is taken to be received :-
- . if delivered, on the date of delivery
  - . if sent by post, 3 business days' after posting **or**
  - . if sent by facsimile, when the sender receives a message that the facsimile has been transmitted to the addressee's facsimile number in its entirety.

## **Section 10 - Governing law**

- 10.1 The laws in force in NSW govern the terms of this licence

## Signatures

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**Licensor**

**Authorised signatory**

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**Date**

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**User**

**Authorised signatory**

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**Date**