

PERI-OPERATIVE CLINICAL REGISTRY

TERMS AND CONDITIONS (“Ts and Cs”)

What these Ts and Cs mean

1. By submitting information to- and using the PERI-OPERATIVE CLINICAL REGISTRY (“the Registry”) you confirm that you understand these terms and conditions and that you agree to abide by it. The latest version of these Ts & Cs will always be available from the [physical place] office and the Registry website.

Why this Registry?

2. The Registry is a database of health information and reports by practitioners and patients on their experiences relating to surgery (before, during and after).
3. It aims to, record on a single database:
 - a. information that will allow anaesthetists and other healthcare professionals to timely access information about patients prior to surgery,
 - b. to record important data during surgery,
 - c. to measure outcomes of surgery,
 - d. to gauge patient satisfaction after surgery,
 - e. any other relevant information that will assist the health sector, healthcare professionals and patients in assessing and enhancing the healthcare environment where surgery is concerned.

How will this Registry be used?

4. The main objective is to ensure better patient care. Every person who contributes their data to this system therefore assists in the achievement of this goal for the greater good of the health sector.
5. SAFE SURGERY SA, and the Anesthesiology Network of SA (ANSA), and its affiliated bodies or authorized researchers, may use the consolidated data, or consolidated data-subsets for further research purposes, reports to relevant stakeholders, present to government entities, healthcare funders, healthcare policy makers, at conferences and at meetings, so as to assist those entities and the providers of healthcare in creating better health systems, better health outcomes, to increase patient safety, and all related uses.
6. The Registry will also allow doctors to compare themselves with others on the system, without seeing the identities of such patients or practitioners.
7. The use of the data and the database for any purpose outside of what is listed in these Ts & Cs is strictly prohibited.

Who is SAFE SURGERY?

8. SAFE SURGERY SA is a not-for-profit entity established in the public interest. It is a programme of the South African Society of Anaesthesiology’s project ANSA and SAPORG, the South African Peri-operative Research Group, who are the “affiliated bodies” referred to in these Ts and Cs.

Confidentiality

9. The Registry and its owners will never release any identifiable information from any patient or healthcare practitioner.
10. The information submitted to the Registry by patients and practitioners, as well as the data subsequently generated by the Registry are subject to strict confidentiality controls in line with the Protection of Personal Information Act, 2013, the National Health Act 2003 and the HPCSA Ethical Rules of 2003.
11. Patient and healthcare data will be stored on the Registry, but only used and released in a collated, de-identified manner for the uses as outlined in these Ts and Cs.
12. Participating healthcare practitioners may see information that relates to themselves and their patients only.
13. Patients (or those authorized to consent on their behalf) can only see their own information, including historical information, but cannot access another patient’s information.

Access to the database or information on the database

14. No third party outside of SAFE SURGERY SA, its affiliated bodies and their authorized members

and users, database administrators and expert advisors, may access and/or use the Registry for any purpose whatsoever and only the SAFE SURGERY SA and its authorized users by use the Registry for the purposes as set out above.

15. SAFE SURGERY SA may commercialise the data that form part of the registry, but will not allow access to or sell any identifiable information.
16. The Registry may not be used by any party other than the owner thereof, for any commercial purpose.
17. A practitioner may authorize practice staff to include and/or update information on the database.
18. Authorisation for use of the Registry will be in the sole discretion of the Board of SAFE SURGERY SA, and application must be made in the format and by providing information as set by the Board from time to time.
19. Permission may also be granted for the use of the Registry and/or SAFE SURGERY SA logo on presentations or publications that result from the use of the data on the database.

Security

20. The Registry uses all reasonable measures to protect the data from unauthorized access, hacking, cyber-spying, malware, data corruption, abuse and all similar threats to the security of the data. SAFE SURGERY SA has agreements in place with service providers to not only protect the confidentiality and integrity of the data, but also to ensure that adequate levels of security is maintained. In spite of these steps no absolute guarantee can be made in relation to SAFE SURGERY SA being safe from all hacking, free from crashing or other system errors, etc.
21. The SAFE SURGERY SA is hosted on a server accessible via a webpage, protected by SSL security built into the system.
22. It is the responsibility of every person with log-in access to ensure that their log-on details are kept safe. The Registry cannot be held responsible if users share these with third parties and confidentiality is subsequently violated. Such violations are offences under privacy legislation and could also lead to legal action and/or ethics complaints at the HPCSA.

Property rights

23. SAFE SURGERY SA may at any stage, without prior notice, change the Registry, its layout, categories and the likes and may make any upgrade, change or modify the platform, service, software or any aspect of the Registry as it may require from time to time.
24. The source codes, logos, text, menus, lists and all other aspects of the platform that constitutes the Registry is the exclusive and sole property of SAFE SURGERY SA. The copying and unauthorised use of any such materials are strictly prohibited, and SAFE SURGERY SA reserves the right to institute any appropriate action should any of these rights be violated. SAFE SURGERY SA may use third party software, which is similarly protected.
25. All designs, marks, logos, texts, examples of documents and so forth are subject to copyright and trademark law. The unauthorized use thereof is strictly prohibited.

Duration of data storage

26. The Registry will store data indefinitely, as well as the consents and agreements that authorize and relate to such processing of personal- and health information.
27. A patient's information can revoke his/her consent and their data will then be removed from the Registry.

Donations, sponsors, grants and advertisements

28. SAFE SURGERY SA, ANSA and/or the Registry may receive donations and sponsorships so as to ensure the sustainability and viability of the project, which will be subject to corporate governance and due diligence controls. No sponsor, grantor or donor will, as a result of such contribution, have access to the database, or through that mechanism secure the use of the database or data-subsets. Publication of such support will be agreed with each sponsor, donor or grantor.
29. The Registry reserves the right to sell advertisements that would appear when the database is used or logged into.
30. Donations, sponsors, grants and advertisements should not be seen or construed as SAFE SURGERY SA, ANSA or the Registry endorsing such entities, their products or services, or that SAFE SURGERY SA prefers one entity, product or service provider over another.

Termination of agreement

31. SAFE SURGERY SA will be not be responsible or liable for the any consequence of any termination and the subsequent deletion of information stored on the Registry.

Disclaimer and Reservation of rights

32. Patients, practitioners and entities participate and, where so authorized, use the Registry and/or the data contained therein at their own risk. By participating in the Registry, patients, practitioners and entities indemnify SAFE SURGERY SA from any claim, loss, damage or liability (including legal costs on an attorney and own client basis) for or in relation to any claims arising from the participation in, use of, or any allegedly unethical, negligent act or omission of SAFE SURGERY SA and/or any allegation that SAFE SURGERY SA operates in- or facilitates contravention of the ethical- or applicable legal rules.
33. SAFE SURGERY SA reserves the right to:
- a. Discontinue the Registry without prior notice, should it be appropriate.
 - b. Terminate the participation of any practitioner, should the practitioner violate any of the terms and conditions contained herein.
 - c. Take any action reasonably required in order to ensure compliance, or enhanced compliance, with legislation and ethics, and/or to ensure data and/or platform integrity.