



## Human Research Ethics Application

### Terms of use

#### 1 About this Terms and Conditions of Use Statement

- 1.1 This Terms and Conditions of Use Statement ['Statement'] governs your use of the HREA.
- 1.2 This Statement is to be read in conjunction with the privacy, copyright and disclaimer notices provided on [www.hrea.gov.au](http://www.hrea.gov.au). This Statement is intended to give the HREA users a clear indication of what is termed as fair use of the HREA (<https://hrea.gov.au>) services.

#### 2 Legal Notice

- 2.1 Your use of all material and services on the <https://hrea.gov.au> website is governed by the following terms and conditions.
- 2.2 You agree that your first use of the HREA will constitute your agreement to these Terms and Conditions and that you agree to use the HREA solely as provided by these Terms and Conditions.
- 2.3 Use of the HREA will enable you to provide information for review and evaluation by Human Ethics Research Committees (HREC) or other relevant ethics review bodies. The HREA is not designed to presume an outcome of these reviews and evaluations.
- 2.4 The HREA has been designed to collect information (including your personal information) necessary for an HREC or other ethics review body to review an application and evaluate whether or not the application meets relevant requirements. However, the HREA does not warrant that its use will meet the needs of HREC or ethics review body to which an application is submitted.
- 2.5 This form is only for the purpose of applying to HRECs, ethics coordinating bodies or to the Australian New Zealand Clinical Trial Registry or Therapeutic Goods Administration.
- 2.6 Measures have been taken to ensure availability and security of the information entered, stored in or transmitted through <https://hrea.gov.au>, however:
  - a) it is the User's responsibility to ensure that the computer which the User enters the information is secure and free from viruses / malware;
  - b) there is no guarantee that information will be available at all times; and
  - c) NHMRC does not take responsibility for any lost information.
- 2.7 Before relying on the material provided in or accessed through the HREA in any important matter, Users are advised to carefully evaluate its accuracy, currency, completeness and relevance for their purposes, and should obtain any appropriate advice relevant to their particular circumstances.
- 2.8 Material provided in or accessed through the HREA is assembled in good faith, but does not necessarily reflect the considered views of the NHMRC, any institution or HREC.



2.9 Links to other websites are inserted for convenience and do not constitute endorsement of material at those sites, or any associated organisation, product or service.

2.11 The <https://hrea.gov.au> site has been built with the best endeavours to ensure the reliable operation of the website, the protection of personal information and the confidentiality of transactions by Users. Other than any liability imposed by law, NHMRC will not be responsible for any damages associated with either failure of the service provided by <https://hrea.gov.au> or disclosure of information resulting from unauthorised use and intrusion into the system or other circumstance beyond its control.

2.12 You acknowledge that any service provided by <https://hrea.gov.au> may be terminated at any time at the absolute discretion of [the](#) NHMRC.

### 3 Information about Users

3.1 You may access the HREA as either a Guest User or Registered User. Registered Users agree to their applications and personal information (pertaining to their user account) being stored in the HREA system (see 4.1). Guest Users' applications are only stored for the single session (see 4.2) and will not be accessible after the User ends the session. Some functionality of the HREA is only available to Registered Users.

3.2 The HREA will use your personal information for the purpose of providing you with HREA services. Your personal information may be disclosed to organisations that assist HREA with the provision of these services.

3.3 The NHMRC monitors activity within the HREA for quality control and improvement purposes. This may include collection of information for the purpose of analysing activity within the HREA.

### 4 Removal of applications from the HREA System

4.1 The HREA stores Registered Users' in-progress applications for 365 days from the date of creation and stores submitted applications for 90 days from the date of submission. After this time, applications will no longer be available and will be automatically removed from NHMRC's servers. Registered Users are encouraged a number of times to export their applications from the HREA before these expiry periods lapse. Registered Users may delete in-progress applications at any time.

4.2 The HREA stores Guest Users' in-progress applications for the single session that they are logged into the HREA. Once they log out of or disconnect from the HREA, the application is automatically removed from the HREA. The HREA does not store Guest Users' submitted applications. Guest Users are encouraged to export their applications before exiting the HREA.

### 5 Service Availability

5.1 The HREA is generally available 24 hours a day, 7 days a week. However, some or all of the services accessible through the HREA may not be available at certain times due to the maintenance, non-use or malfunction of the HREA. In the event of such unavailability, call HREA Help +61 2 6217 9902 or email [help@hrea.gov.au](mailto:help@hrea.gov.au) ([link sends e-mail](#)).

5.2 HREA Help operates Monday to Friday 09:00 to 17:00 AEST/AEDT, excluding Australian public holidays and ACT public holidays.

### 6 User Accounts – Creation, Suspension and Deletion



6.1 You may access the HREA as either a Guest User or Registered User. Registered Users are required to create an HREA account with NHMRC. NHMRC may designate a Registered User as an Institutional User.

6.2 Guest Users may use the HREA without creating an account with NHMRC; however, some functionality may not be available and no data will be retained between sessions. Guest Users are **strongly advised** to save a copy of any in-progress or submitted applications to their local computer or device.

6.3 You may delete your Registered-User HREA account by contacting HREA Help (at [help@hrea.gov.au](mailto:help@hrea.gov.au) [link sends e-mail](#)) or 02 6217 9902) and requesting this to be done on your behalf. An account will be deleted by removing all personal information from the User's profile.

6.4 NHMRC (acting as HREA Help) may, without further notice, suspend or delete a Registered User's account if the User has breached these Terms and Conditions of Use or is using the HREA in a manner that compromises the security or performance of the HREA. NHMRC is not liable for any loss of data that occurs or any damages whatsoever, if an account is deleted in accordance with this clause.

6.5 You must contact HREA Help as soon as you become aware of any suspicious activity involving your account. If you believe your account has been compromised, you need to contact HREA Help at [help@hrea.gov.au](mailto:help@hrea.gov.au) [link sends e-mail](#)) or 02 6217 9902.

6.6 If you are an Institutional User, you must notify HREA Help of any change in your role or position as soon as possible.

## 7 Information

7.1 Where the HREA provides you with any information provided by any third party, NHMRC does not warrant the accuracy or completeness of that information.

## 8 Indemnity

8.1 You will be liable for, and indemnify the NHMRC against, any loss or damage which the HREA will or may incur because you did not observe your obligations under these Terms and Conditions of Use or you acted negligently or fraudulently in using the HREA.

## 9 Updates to these Terms and Conditions of Use

9.1 Updates will be made to this Terms and Conditions of Use as required when new policies or services are introduced. These Terms and Conditions of Use were last updated on **7 October 2016**.

## 10 Contact us

10.1 Report any suspicious account activity to HREA Help at [help@hrea.gov.au](mailto:help@hrea.gov.au) [link sends e-mail](#)) or 02 6217 9902 as soon as possible.

10.2 If you would like further information regarding these Terms and Conditions of Use please contact HREA Help via;

- e-mail to [help@hrea.gov.au](mailto:help@hrea.gov.au) [link sends e-mail](#))



**Australian Government**

**National Health and Medical Research Council**



- telephone HREA Help on 02 6217 9902 between Monday and Friday 09:00 to 17:00 AEST/AEDT, excluding Australian public holidays and ACT public holidays.

## **11 Entire Agreement**

11.1 These Terms and Conditions constitute the entire understanding between us and you relating to the HREA and supersede all proposals, prior arrangements, oral or written and any other communications between us and you in relation to the HREA.

## **12 Governing Law**

12.1 The Terms and Conditions shall be governed by and construed in accordance with the laws of the Australian Capital Territory. We and you expressly agree to submit any dispute arising out of or relating to these Terms and Conditions to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

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