



POLICY

Intellectual Property Access Policy

Purpose

To provide guidance for the access, promotion, dissemination, and protection of Intellectual Property (IP) generated for and by QCPP. Intellectual Property (IP) includes, but is not limited to, the use of program branding and logos (where an approved application exists), content in the Knowledge Hub and/or portal such as the Requirements, resource documents, interpretations and rulings.

Application

This policy applies to the owners and any delegated pharmacy staff of QCPP accredited pharmacies and those pharmacies granted access to materials in order to gain QCPP accreditation as well as third party entities or individuals who may provide support or advice to pharmacies in relation to the accreditation process.

1. Access permissions

QCPP accredited pharmacies and those pharmacies working towards accreditation will be provided with access via a personalised login to the QCPP Customer Portal, where the Australian Standard, Program Requirements, and Interpretation and Rulings sit.

QCPP will also consider granting access on a case-by-case basis to some or all program IP to organisations such as management groups, banner groups or educational institutions upon request where a bona-fide reason is presented. Provision of access to program materials is subject to the copyright agreement and may also be subject to fees. The agreement is outlined below and must be provided and agreed to in writing by the third party.

“By agreeing to the below terms and conditions, the Quality Care Pharmacy Program (we, us) grant to you a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable licence to access and use the [QCPP Customer Portal](#).(QCPP Customer Portal) and the documents and resources available on the [QCPP Customer Portal](#) (Works), [Record reason the individual has requested access to the materials] (the Purpose), and for no other purpose.

You acknowledge that:

- (a) you must not use, or commercially exercise or exploit intellectual property rights in the QCPP Customer Portal and any associated Works for any purpose other than the Purpose without our written permission to do so (which is entirely at our discretion); we are the owner of intellectual property rights in the Works and any changes or improvements to the Works;*
- (b) you do not obtain any interest in the intellectual property in the Works; and*
- (c) your rights in relation to the intellectual property in the Works are limited to those rights and licenses expressly granted to you by these terms and conditions.*





While we try to ensure that the information contained in the QCPP Customer Portal is accurate, adequate, and complete at the time of publication, we do not represent or warrant its accuracy, adequacy, or completeness.

The information provided by us is general and in no way constitutes, and should not be relied upon as, professional advice. We are not responsible for any loss suffered as a result of or in relation to the use of the information provided by us on the QCPP Customer Portal. Save to the extent that any liability cannot be excluded or limited under applicable law (including liability for death or personal injury, or for fraud), we exclude all liability for loss and damage of any kind (however caused, including by negligence), arising from or relating in any way to any information included in, or the use of, the QCPP Customer Portal.

We will give you a unique user ID and password to access and use the QCPP Customer Portal, any may at any time revoke such user ID and password if we believe that the security of that user ID or password has, or may be, compromised.

You must immediately inform us if you suspect that the security of a user ID or password has, or may have been, compromised, or there has been unauthorised access to the QCPP Customer Portal.

You must not disclose your user ID or password to any other person.

You can agree to the above terms and conditions by replying to this email with the statement 'I agree to the terms and conditions set out below'."

2. Visual branding guidelines

QCPP Accredited pharmacies may also request permission to use QCPP logos and other branding on stationery and in-store marketing materials by submitting a request via the QCPP website. If permission is granted and files provided the pharmacy will be given the conditions of use for the files and a copy of the visual identity guidelines which must be abided by.

Related rules, terms and policies

Rule 49

Rule 50

Service Agreement: Terms and Conditions

