



AHP PROGRAM AGREEMENT

The National Transport Commission (**NTC**) National Standard for Health Assessment of Rail Safety Workers - 2024 edition or any replacement standard (**Standard**) requires for Authorised Health Professionals (**AHPs**) to become authorised, they must be suitably qualified, complete approved training and be registered with the AHP Program.

In order for AHPs to remain registered with the AHP Program each year, they must renew their AHP Program subscription and complete an annual AHP e-learning course through the AHP Program.

A nationally accepted list of AHPs is maintained via the AHP Program on an online directory and is publicly available at www.ahpprogram.com.au (**AHP Directory**) and [Rail Industry Worker \(riw.net.au\)](http://riw.net.au). AHPs on the AHP Directory have met all the requirements outlined in the Standard.

Metro Trains Australia Pty Ltd (**MTA**) operates the AHP Program on behalf of Rail Industry Safety and Standards Board Limited (**RISSB**).

This Agreement:

- (a) explains how information about AHPs may be collected and used for the AHP Program; and
- (b) sets out the terms and conditions that apply to use of the AHP Directory by AHPs.

AHPs are granted access to the AHP Directory to:

- (a) enable registration;
- (b) enter their name and clinic's name and contact details;
- (c) complete the initial AHP e-learning course; and
- (d) complete ongoing yearly AHP e-learning courses,

(Permitted Purpose).

What personal information may be collected about AHPs?

Information collected for the AHP Program may include your name, clinic's name and contact details, health assessment categories you are authorised to conduct, the date you were approved for AHP registration and the approving Chief Medical Officer (**CMO**), the date you were approved for recertification of AHP registration and the approving CMO, AHP membership expiry date, AHP certificate, whether you have the capability to direct upload the health assessments you conduct to the Rail Industry Worker (**RIW**) System and other personal information as required for the AHP Program. If this information is not collected, there may be implications for rail operators and other organisations under their compliance frameworks.

This information will be collected by MTA when the information is entered onto the AHP Directory. Information may be entered onto the AHP Directory by you or by the AHP Service Desk.



How will my personal information be used?

MTA and the AHP Service Desk may use and disclose information stored on the AHP Directory to administer the AHP Program. Certain information on the AHP Directory will be publicly available at <https://www.ahpprogram.com.au> and [Rail Industry Worker \(riw.net.au\)](http://Rail Industry Worker (riw.net.au))

The Chief Medical Officer Committee (**CMOC**), relevant CMOs, RISSB and NTC will have access to the information on the AHP Directory to monitor compliance with the requirements of the Standard and AHP Program.

MTA, AHP Service Desk, CMOC, relevant CMOs, RISSB and NTC may only otherwise collect, use or disclose the information on the AHP Directory where:

- (a) required by law, such as rail safety, work/occupational health and safety and other relevant laws (including for investigations or prosecutions);
- (b) it reasonably believes that use or disclosure is necessary to prevent or lessen a serious and imminent threat to a person's life or health; or
- (c) the AHP gives further clear consent to the collection, use or disclosure of the information.

Information stored on the AHP Directory (**AHP Information**) may be shared directly through the AHP Directory or by another technical method, such as via a Secure File Transfer Protocol or via an API link that integrates with the AHP Directory.

Your personal information may be disclosed to MTA's third party service providers and advisors who assist MTA to manage and provide the services in relation to the AHP Program. These third party service providers may include MTA's third party service providers overseas, including in the UK and some other countries (for limited support purposes) where they are not subject to similar laws to the *Privacy Act 1988 (Cth)* and, where applicable, State and Territory privacy laws (**Privacy Laws**). However, where your personal information is disclosed to MTA's third party service providers who are located overseas, MTA will also take reasonable steps to ensure that the personal information is handled by the overseas recipient in accordance with the Privacy Laws and MTA's instructions for the purposes described above.

By accepting these terms, I agree:

1. To the collection, use and disclosure of my personal information for the AHP Program as described above, and otherwise in accordance with MTA's Privacy Policy for the AHP Program (a copy of which is available [here](#);
2. To the disclosure of my name, clinic name and contact details, health assessment categories and whether the AHP has direct upload capability to the RIW System on the AHP Directory and otherwise in accordance with MTA's Privacy Policy for the AHP Program;
3. To the disclosure of information stored on the AHP Directory to transport safety regulators and other regulatory bodies as required to comply with applicable laws (including rail safety, work/occupational health and safety and other relevant laws) and regulatory requirements;
4. That I need to be suitably qualified, complete approved training and be registered with the AHP Program to be an authorised AHP under the Standard; and



5. Where MTA identifies that services provided through the AHP Directory are delivered by a third party, to the disclosure of your information to the relevant third party for the purposes of providing those services.

The terms and conditions that apply to use of the AHP Directory by AHPs

AHPs must comply with these terms, including to protect AHP Information. AHPs will be responsible for ensuring that each user who accesses the AHP Directory on their behalf complies with these terms. Without limitation such AHPs must:

- (a) Implement, practices, procedures and systems to ensure that their authorised users comply with these terms (including by revoking access to the AHP Directory in the event of a breach);
- (b) Regularly monitor and assess privacy and security measures in place regarding access to and use of the AHP Directory by their authorised users; and
- (c) On at least an annual basis, audit compliance with these terms by their authorised users.

All actions taken by users of the AHP Directory are logged and will be subject to audit to ensure compliance with these terms and other terms and conditions that apply to the AHP Program. In addition, AHPs are subject to audit by the CMO of the relevant rail transport operator, NTC, RISSB, MTA and the AHP Service Desk for quality assurance.

By accessing, logging on to or using the AHP Directory you agree to be bound by the terms set out below. If you do not agree to these terms, please log out of the AHP Directory immediately.

You must:

National Standard for Health Assessment of Rail Safety Workers

1. Comply with the Standard and ensure that all rail safety worker health assessments and drug and alcohol assessments for RIWs are conducted in accordance with the Standard;

Information Quality

2. Ensure that any information you provide, enter or upload to the AHP Directory is accurate, complete, up-to-date, relevant and is not false or misleading;
3. Not intentionally or recklessly enter or upload new AHP Information that is, or alter or delete existing AHP Information so that it becomes, inaccurate, incomplete, out-of-date, irrelevant, false, or misleading;
4. Promptly amend on the AHP Directory any contact details for your medical clinic that is inaccurate, incomplete, out-of-date, irrelevant, false or misleading;
5. Subject to paragraph 4, promptly notify the AHP Service Desk if you become aware that any information in the AHP Directory is inaccurate, incomplete, out-of-date, irrelevant, false or misleading;



Security of the AHP Directory

6. Keep your user login and password confidential and not share your user login or password with any other person (you will be responsible for any action on the AHP Directory using your login);
7. Not use the user login and password of another user;
8. Ensure your user profile includes your full name and a specific email address for reporting purposes, rather than a generic name or email address (*e.g. AHP Admin1*);
9. Ensure the physical security of the devices you use to access the AHP Directory at all times, especially if you are using a laptop or other portable device;
10. If any device you use to access the AHP Directory is affected by any network or security concerns, including suspected virus activity or any network security bypass, disconnect that device from the AHP Directory until the issue is resolved;

Confidentiality and use of AHP Information

11. Use appropriate technical and organisational measures to protect AHP Information against misuse, interference and loss and against unauthorised access, use, modification or disclosure;
12. Not copy, remove, store, use, or disclose any e-learning content outside the AHP Directory;

Compliance management

13. Promptly notify the AHP Service Desk of any breach or suspected breach of these terms or if you become aware of or suspect any data breach or unauthorised disclosure or access in respect of any AHP Information and provide all reasonable information, updates and assistance to assist the AHP Service Desk and MTA in respect of investigating, assessing, reporting and remediating the incident;
14. Comply with any additional instruction or direction given by MTA in relation to your access to or use of the AHP Directory, including to ensure that action items arising from audits conducted by the CMO, NTC, RISSB, MTA or AHP Service Desk are completed and closed by the due date;
15. Indemnify MTA for any costs and expenses incurred by MTA in investigating and remedying any breach of these terms (including costs and expenses incurred by MTA in the restoration of any affected AHP Information, which for the avoidance of doubt, would include any AHP Information that has been deleted, misrepresented or falsified);

Review and Amendment

16. MTA, RISSB and CMOC may review these terms and in the event that any changes to these terms are proposed by MTA, RISSB and CMOC, then MTA will notify all AHPs 30 days prior to the change taking effect.

Declaration

I agree to these terms as a condition of my participation in the AHP Program. I understand that MTA, RISSB or CMOC may suspend, block or revoke my access to the AHP Directory or remove me from the AHP Directory if I fail to comply with these terms.

I agree to the Authorised Health Professional [Terms of Reference](#) and agree to abide by the terms when conducting rail safety health assessments.

