

Terms and Conditions – Data Entry Tool and Drugs and Alcohol Monitoring System (DAMS)

Preamble:

The National Treatment Agency for Substance Misuse (NTA) has developed two services to facilitate the collection and supply of data to the National Drug Treatment Monitoring System (NDTMS).

This document establishes the Terms and Conditions of Use for the NDTMS Services Drugs and Alcohol Monitoring System (DAMS) and “Data Entry Tool” (DET).

Prior to use of either of these services, this document must be signed, by an empowered representative of the Treatment Provider. This signed copy will be retained by the NDTMS Regional Manager.

Conditions of Use:

In this document, “We”, “our” and “us” refers to the National Treatment Agency for Substance Misuse, and their agents, the Regional NDTMS teams, and “you”, and “your” refers to you, the subscriber to our Services (normally a Treatment Provider and its personnel).

The use of the term “Service” shall mean the NDTMS services DAMS and / or Data Entry Tool (DET), and any associated services provided by us.

This document comprises a contract between us and you, the subscriber to this Service. By subscribing to and continuing to use our Services you agree to all of the terms detailed below in the Conditions of Use.

1. These Conditions of Use apply to the Service. They may be revised at any time and without notice at our sole discretion. The use of the Service is taken to be your agreement to adhere to the current Conditions of Use at any given time. The most current statement of these Conditions shall be available from our web site at http://www.nta.nhs.uk/areas/ndtms/DET_DAMS_release_docs.aspx
2. You are required to adhere to these Conditions of Use. If you breach them, we have the right at our sole discretion to suspend or terminate your access to the Service without notice or refund of any costs incurred, or to block access to the relevant component of the Service.
3. You may cancel your subscription to the Service at any time by ceasing to use the service or by giving us notice of your desire to cancel. In the event that you do not use the Service for a period of 90 days we reserve the right to cancel your subscription to the Service and remove your access rights from our systems and delete any data associated with it.
4. We reserve the right to suspend or cancel any subscription to our Services at our sole discretion.
5. All communications from you to us must be in writing and must be sent in one of the following ways: a) by post, b) by email
6. We shall respond promptly to any communication we receive from you.

7. We will not accept proof of sending as proof that we have received your communication. You must ensure that you have received acknowledgement from us.
8. You may only access the machines, and specific ports and services on those machines that comprise part of the Service that you have been authorised to access. Seeking to obtain access to machines that comprise part of the Service, or ports or services on those machines, that you have not been specifically authorised to access will result in a suspension and/or cancellation of Service.
9. You are required to keep the contact details that you have provided to us up to date. We may send notices or other information to you at the address you gave us. We will not pass these details to other bodies or organisations (eg government departments) except as specified elsewhere in these terms or required by law.
10. We will use our reasonable endeavours to maintain all our Services. You will not be eligible for any compensation because you cannot use the service or because of a failure, suspension or withdrawal of all or part of the Service. We may change the Service at any time.
11. Regardless of anything else in these Conditions of Use, our liability shall not exceed the proportionate amount of any fee you have paid to us.
12. We shall not be liable for any consequential losses you may suffer.
13. We are not responsible for any use you make of the Service, nor for any charges that you incur with any third party. You indemnify us against the effects of any misuse or any claims resulting from any such misuse.
14. You will keep your userids, passwords and security details secure and will not disclose them to anyone else for any purpose. You will notify us if you believe security may have been compromised.
15. You will not use the Service for any illegal purpose.
16. You may not seek, by any means, to give the impression that you are an administrator of the Service of any other person or organisation who is engaged in the provision of the Service unless you are appointed to such a role by us.
17. You may not install any executable program in binary form onto our servers, neither are you authorised to access or execute any process on our systems that you have not been specifically authorised to access or execute.
18. You should not configure any automated system to connect to our systems in such a manner as to risk causing excessive load either on the servers or our networks. In particular you shall not configure a computer or other similar device to automatically upload files to our servers.
19. We commit that we shall not disclose the details of any subscriber to the Service to any person or organisation for any purpose whatsoever, except as required by law, without the express written permission of the subscriber to do so.
20. Any decision made by us in relation to the Service and these Conditions of Use shall be final.
21. These Conditions of Use and all other legal relationships between us shall be governed by and construed in accordance with English Law, and are subject to the exclusive jurisdiction of the English courts.
22. If any part of these Conditions of Use shall be held to be invalid or unenforceable, this shall not affect the enforceability of any other provision of these Conditions of Use.
23. Copyright for the software and techniques used in the provision of this Service reside with the National Treatment Agency for Substance Misuse.

Conditions specific to Data Entry Tool (DET)

24. The DET Service is intended solely for the purpose of capturing NDTMS data, where it can not normally be achieved using the Treatment Provider's existing clinical information system, or where the treatment provider has not yet acquired a clinical information system.

25. The data held within your partition of DET is owned solely by you. We do not have any rights of access to this data, and we undertake not to attempt to access this data, nor any copy of it, unless specifically authorised by you in writing or e-mail.

26. Our Service support and maintenance representatives may require access to the data held within DET. Such access shall be solely for support and/or maintenance, and any data so accessed will not be made accessible to anyone outside the support and maintenance team. This clause is not withstanding clause 25.

27. Should subscription to the Service be cancelled by us, we will undertake to provide you with a copy of the data held therein.

Conditions specific to Drugs and Alcohol Monitoring System (DAMS)

28. Data entered into the DAMS service will be accessible by the local NDTMS Regional team and passed on to the NTA NDTMS team.



**National Treatment Agency
for Substance Misuse**

DET/DAMS Conditions of Use Acceptance Sheet (please return to your NDTMS Regional Office):

I confirm that I am empowered to sign on behalf of the treatment provider named below, and that I accept the Conditions of Use document as dated 2008-06-17, pages 1, 2 and 3..

User details			
Signature:			
Name (block capitals)			
Date			
DAMS/DET (please circle)	DAMS		DET
Access level (please circle)	Treatment Provider	Partnership	Treatment Provider admin

Treatment Provider details	
Name	
Address	
	Post code
Telephone number	
Email address	
NDTMS Agency Code/s (if known)	