

Medical Training Survey (MTS) data dashboard Terms and Conditions

As condition of Your use of the Medical Training Survey (MTS) data on the MedicalTrainingSurvey.gov.au website you must agree to these Terms of Use. In these Terms of Use, the terms "You" and "Your" refer to the user of the data provided on the MedicalTrainingSurvey.gov.au website. This includes, but is not limited to, any data provided such as the static reports and on the data dashboard (the dashboard).

The Medical Board of Australia as represented by the Australian Health Practitioner Regulation Agency (Ahpra) may at its discretion update these Terms of Use. By continuing to use the MTS data on the MedicalTrainingSurvey.gov.au website, you accept the Terms of Use as they apply from time to time.

Your obligations

1. You agree:
 - a. that all data on the MedicalTrainingSurvey.gov.au website (national and static reports, and the dashboard) is de-identified and You must not seek to re-identify any individuals from these data;
 - b. not to attempt to undermine the security or integrity of the data which is made available on the MedicalTrainingSurvey.gov.au website;
 - c. not to use, or misuse the data on the MedicalTrainingSurvey.gov.au website in any way which may disrupt or impair the functionality of the website or dashboard; and
 - d. to comply with all applicable laws in connection with Your use of the data on the MedicalTrainingSurvey.gov.au website.
2. You agree to indemnify the Medical Board of Austral and Ahpra for any loss or damage it suffers in connection with your use of the data on the MedicalTrainingSurvey.gov.au website. Your liability to indemnify the Medical Board of Australia and Ahpra under these Terms of Use will be reduced proportionately to the extent that any negligent or other tortious act or omission of the Medical Board of Australia and Ahpra contributed to the relevant loss or damage.
3. If You:
 - a. breach any of these Terms of Use or conditions posted by the Medical Board of Australia and Ahpra on the data available on the MedicalTrainingSurvey.gov.au website; or
 - b. are engaging in fraudulent immoral or illegal activities,

the Medical Board of Australia and Ahpra may, without limiting its rights, terminate your access to the data on the MedicalTrainingSurvey.gov.au website or suspend for any period of time Your use of the data on the MedicalTrainingSurvey.gov.au website.

Disclaimer

4. You agree that Your use of the data on the MedicalTrainingSurvey.gov.au is entirely at your own risk, and you have made Your own assessment on the risk of use of the data on the MedicalTrainingSurvey.gov.au website (the website) and any materials on the website.
5. The Medical Board of Australia and Ahpra may at any time change the content, including removal of any materials held on the website at its discretion and without notice.

6. The Medical Board of Australia and Ahpra cannot guarantee and assumes no legal liability or responsibility for the accuracy, currency, completeness or interpretation of any of the data on the MedicalTrainingSurvey.gov.au website.
7. We strive to protect the data available through the MedicalTrainingSurvey.gov.au website. However, the Medical Board of Australia and Ahpra gives no warranty in connection with the data on the MedicalTrainingSurvey.gov.au website and cannot guarantee that the use of the data will not breach intellectual property rights, will be uninterrupted or error free, that defects will be corrected, or that the data is free of harmful code.
8. To the maximum extent permitted by law, the Medical Board of Australia and Ahpra excludes all liability and responsibility to You (or any other person) for any loss (including loss of information, data, profits and savings) or damage resulting, directly or indirectly, in connection from Your (or any other person) use of or reliance on, the data on the MedicalTrainingSurvey.gov.au website.
9. Care should be taken in interpreting the data across groups where samples sizes are less than 30.

General

10. These Terms of Use are governed by the laws of the Victoria, and you agree to submit to the exclusive jurisdiction of the courts of the Victoria.
11. If any of these Terms of Use are held to be invalid, unenforceable or illegal for any reason, the remaining Terms of Use will continue in full force.
12. If either party waives any breach of these Terms of Use, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.

To access Medical Training Survey data, please go to
<https://MedicalTrainingSurvey.gov.au/Results>