

The Cataract Surgeries Programme and its Terms and Conditions

Section I. Background

1. The Cataract Surgeries Programme

- (a) To increase the cataract surgeries throughput via a public-private partnership delivery model, the Hospital Authority (“HA”) has implemented the “Cataract Surgeries Programme” (“**The Programme**”) since February 2008 with funding from the Government of Hong Kong SAR (“**HKG**”).
- (b) Patients who are listed on the cataract surgery waiting lists of HA cluster hospitals for cataract surgeries may be invited to participate in the Programme under and in accordance with the terms and conditions (“**Terms and Conditions**”) set out below.
- (c) The Programme may be terminated at any time by HA in its absolute discretion by giving not less than 90 days’ prior written notice.
- (d) In these Terms and Conditions, “**HA Clusters’ Waiting Lists**” shall refer to the patients who are listed on the cataract surgery waiting lists of HA cluster hospitals for the first eye or second eye, as the case may be.

2. Development of Public Hospitals System to Interface with the Private Sector

Since the public hospitals system cannot singly cope with the service demands, and to ensure that resources can be used effectively and efficiently, the public hospitals system is to develop by interfacing with the private sector, thus drawing on its expertise and flexibility to meet service demands.

3. The Programme

- (a) Under the Programme, funding has been earmarked by the HKG to offer through a public-private partnership delivery model to invited patients on HA Clusters’ Waiting Lists, a choice to have their cataract surgeries performed by ophthalmologists in the private sector which may be subject to co-payment.
- (b) Programme Patients (as defined in paragraph 3(a) in Section II below) are required to complete the pre-operative assessment before the specified date stated in the invitation letter (“**Subsidy Expiry Date**”) and have their Cataract Surgery (as defined in paragraph 5 in Section II below) performed within 3 months of the pre-operative assessment. Those who cannot complete the pre-operative assessment before the Subsidy Expiry Date and have their Cataract Surgeries performed within 3 months after the pre-operative assessment, or who for some reason, fail to comply with these Terms and Conditions, shall revert to their original places on HA Clusters’ Waiting Lists (“**Original Arrangement**”).

- (c) HA may also in its absolute discretion amend the eligibility criteria of Invited Patients and/or extend the participation in the Programme to other HA patients from time to time.

4. About the Programme

- (a) HA has set up a webpage (<http://www.ha.org.hk/ppp/csp>) on the Programme and a hotline to answer enquiries on the Programme, its administration and to obtain feedbacks.
- (b) Any decision to be made by the HA under this Programme shall be in its absolute discretion, and shall be final, conclusive and binding in the absence of manifest errors.

5. The Role of the HA

- (a) The HA Programme Office ("**Programme Office**") is the executive arm of the Programme and is responsible for its administration. It reports to the HA Ophthalmology Services Working Group ("**Working Group**").
- (b) The administration aspects of the Programme include:
 - (i) the day-to-day administration of the Programme;
 - (ii) the coordination amongst HA cluster hospitals; and
 - (iii) the provision of support to the Working Group.
- (c) As HA acts as the administrator of the Programme only, HA shall not be involved in any way in, and shall not be liable for, any negotiation or agreement between the Invited Patient and any Private Ophthalmologist (as defined in paragraph 8(a) in Section II below) or for the services rendered by any Private Ophthalmologist, or in respect of any fee or charge of the Private Ophthalmologist (other than payment of the Subsidy as described and in accordance with Section II paragraph 4 below).

Section II. The Programme

1. Introduction

- (a) The Programme shall be operated subject to these Terms and Conditions.
- (b) Headings are used for ease of reference only and shall not define or limit the provisions thereof. Words importing the singular include the plural, and vice versa. Words of the masculine gender include the feminine and neuter genders.

- (c) Private Ophthalmologists and Programme Patients shall be subject to these Terms and Conditions.

2. A Central HA Waiting List

The Programme Office shall pool the patients who are on HA Clusters' Waiting Lists into a central HA waiting list.

3. Invited Patients in this Programme

(a) Patients who are invited in this Programme must:

- (i) be "eligible persons" within the meaning of the latest Gazette on fees and charges published by HA under Section 18(1) and Section 18(2) of the Hospital Authority Ordinance ("**Eligible Persons**"). The current definition of Eligible Persons is set out in Appendix 1;
- (ii) have been on the HA Clusters' Waiting Lists, but those with longer waiting time will be given higher priority;
- (iii) have been clinically triaged to "Routine Group" (but not "Urgent Group" or "Early Group") by HA hospitals;
- (iv) only require local anaesthesia for the cataract surgery; and
- (v) not be in the process of being asked to attend any HA hospitals to arrange their cataract surgeries with a view to such taking place in the next 3 months.

The invited patients will receive an invitation letter from HA for participation in the Programme and these patients shall be referred to as "**Invited Patients**". Invited Patients will be invited in batches, depending on the circumstances, including patient response. To participate in the Programme, the Invited Patients shall contact a Private Ophthalmologist of their own choice directly to book an appointment for the pre-operative assessment and they shall be deemed as having opted to participate in the Programme once they attend a pre-operative assessment with the Private Ophthalmologist before the Subsidy Expiry Date. In these Terms and Conditions, Invited Patients participating in the Programme and if the context so requires or permits, Invited Patients whose Subsidy Expiry Date has not expired and who intend to participate in the Programme, shall be referred to as "**Programme Patients**".

- (b) If any Invited Patient ceases to be an Eligible Person on or before the day of the pre-operative assessment, such Invited Patient shall notify HA and he/she shall not be entitled to receive any subsidy under the Programme.
- (c) HA may by written notice terminate an Invited Patient's eligibility to receive subsidy under the Programme forthwith if he/she ceases to be an Eligible

Person on or before the day of the pre-operative assessment. On termination, the Invited Patient may be referred back to the Original Arrangement.

- (d) Programme Patients shall notify the Private Ophthalmologist and HA immediately upon any changes to any information or status relevant to the Programme.
- (e) Waiver Eligible Patients
 - (i) Programme Patients who are eligible for a waiver under the criteria set out in the webpage of the Programme (<http://www.ha.org.hk/ppp/csp>) (as amended from time to time at HA's sole discretion) ("**Waiver Eligible Patients**") can choose to complete their cataract surgeries by Private Ophthalmologists who agreed to provide cataract surgeries to such patients without any co-payment.
 - (ii) Waiver Eligible Patients need to declare in front of Private Ophthalmologists and inform the Private Ophthalmologists of the waiver type while at the pre-operative assessment.
 - (iii) The Private Ophthalmologist shall verify via the Cataract Surgeries Programme PPP Interface Module ("**Module**") for the waiver type of the Programme Patient before providing pre-operative assessment to the Programme Patient. If the Programme Patient is not a Waiver Eligible Patient on the day of the pre-operative assessment, the Programme Patient may be charged the co-payment by the Private Ophthalmologist in accordance with the terms in paragraph 4 in Section II below.

4. The Subsidy and the Co-Payment

- (a) HA will pay, by way of a one-off subsidy with a maximum amount of HK\$8,000 ("**Subsidy**"), to the Private Ophthalmologist in respect of each Programme Patient upon completion of the package by the Private Ophthalmologist.
- (b) Programme Patients who cannot complete the pre-operative assessment before Subsidy Expiry Date and have their cataract surgeries performed within 3 months after the pre-operative assessment, or who for some reason, fail to comply with these Terms and Conditions, shall revert to their Original Arrangement.
- (c) HA may in its absolute discretion assign, define, and amend the Subsidy Expiry Date of Invited Patients from time to time.
- (d) The Cataract Surgery referred to in these Terms and Conditions, and the

Subsidy paid to Private Ophthalmologists, should, unless the context otherwise suggests, be construed as that for one eye only.

- (e) If for any reason, the Programme Patient does not comply with these Terms and Conditions, he/she shall not be provided with the Subsidy and shall be reverted back to the Original Arrangement.
- (f) The Private Ophthalmologist shall be responsible for verifying via the Module if an Invited Patient is an Eligible Person immediately before providing pre-operative assessment to the Invited Patient. If the Invited Patient is not an Eligible Person on the day of the pre-operative assessment, any services which may be provided by the Private Ophthalmologist to such Invited Patient shall be considered as the private arrangement between the Private Ophthalmologist and the Invited Patient and at the Invited Patient's own cost. Without prejudice to the generality of paragraph 4(h) below, the Private Ophthalmologist shall be solely responsible for collection from such Invited Patient of all fees and charges for provision of relevant services and HA shall not be liable to the Private Ophthalmologist for payment of any Subsidy unless it can be demonstrated to HA's satisfaction that the Module has failed to show that such Invited Patient has ceased to be an Eligible Person despite the Private Ophthalmologist has taken all practicable steps to verify the status of the Invited Patient in accordance with this paragraph.
- (g) Having regard to the fees in the private sector, Private Ophthalmologists may charge for the package (for details, see paragraph 6 below) from HK\$8,000 (the amount of the Subsidy) to HK\$16,000 (a capped fee), meaning that the Programme Patient may have to co-pay up to HK\$8,000 under the Programme. The Private Ophthalmologists shall be solely responsible for collecting the co-payment payable by the Programme Patient and any fees charged for service(s) outside the scope of the Programme. HA shall not be liable to the Private Ophthalmologists for any non-payment or part thereof for any reason whatsoever. The Programme Patient shall not be entitled to any welfare benefits from the HKG on all or any part of the co-payment.
- (h) Private Ophthalmologists are free to undertake the package for Waiver Eligible Patients at the amount of the Subsidy (HK\$8,000) without the need for any co-payment.
- (i) HA will conduct survey on the co-payment to audit whether it is equal to or less than HK\$8,000.
- (j) Nothing above should prevent a Private Ophthalmologist, if he is willing, to agree to perform Cataract Surgery for a Programme Patient for both eyes at a fee between HK\$8,000 and HK\$16,000, in which case HA will still provide the Subsidy (HK\$8,000).
- (k) Each Private Ophthalmologist shall endeavour to submit claims for the

Subsidy within 9 months of the provision of the Package. Submitted claims shall be verified by the HA and, subject to verification and acceptance of the claim, payment shall be made by the HA within 30 clear working days from the date of which the submitted claims are, to the satisfaction of and not disputed by the HA. For any disputed claims, the HA reserves the right to withhold payment until the issue is resolved. Any claims for the Subsidy received after stated timeframe shall only be processed and paid at the discretion of the HA and may be subject to delays or denial of payment if such claim could not be verified.

5. The Cataract Surgery

- (a) To facilitate the smooth operation of this Programme, HA will clinically determine the eye of the Invited Patient which requires the earlier cataract surgery. However, as clinical condition may change, the Private Ophthalmologist may determine that the other eye requires earlier cataract surgery because:

EITHER the cataract in that eye has become more severe;
OR the visual acuity of the eye determined by HA has deteriorated due to the following co-morbidities:

- (i) Glaucoma;
- (ii) Corneal problem;
- (iii) Retinal problem;
- (iv) Optic nerve problem.

- (b) The cataract surgery under this Programme shall be referred to as the “**Cataract Surgery**”.

6. The Package

Under the Programme, the package comprises the following:

- (a) one pre-operative assessment; and
- (b) the Cataract Surgery, including one appropriate basic monofocal intraocular lens and all medical consumables required therefor; and
- (c) two post-operative checks; and
- (d) such necessary clinical consultations, treatment and prescriptions to deal with complications of the Cataract Surgery occurring within 2 months of the date of the Cataract Surgery, as set out in “Patient Information Leaflet on Cataract Surgery” (Appendix 2).

7. Ophthalmologists

- (a) Ophthalmologists who are currently included in the Specialist Register

in the specialty of ophthalmology in accordance with Section 20K of the Medical Registration Ordinance (Cap. 161, the Laws of Hong Kong) (“**Specialist Register**”) shall perform the Cataract Surgery.

- (b) The Private Ophthalmologist shall obtain the Programme Patient’s informed consent, basing on the attached “Patient Information Leaflet on Cataract Surgery” and his/ her clinical condition.
- (c) Private Ophthalmologists participating in the Programme agree that their fee for the package will not exceed HK\$16,000.
- (d) Except for waiver of co-payment, no one can offer or obtain any reward or inducement in respect of the Cataract Surgery (such to include without limitation, commission, discount/rebate on the Subsidy etc.)

8. The Service Model

(a) Participation by Private Ophthalmologists

- (i) Private ophthalmologists may apply to participate in the Programme upon invitation by HA or on their own volition. Once selected by HA, they shall provide professional services under the Programme for so long as they remain on the Specialist Register.
- (ii) Any private ophthalmologist who participates in the Programme (“**Private Ophthalmologist**”) does so in his personal and professional capacity. It is of utmost importance that the Private Ophthalmologist must have in place appropriate and adequate professional indemnity insurance.
- (iii) A Private Ophthalmologist agrees that, if a Programme Patient engages him/her under the Programme, he/she will personally perform the Cataract Surgery and personally provide to the Programme Patient the other services under the package or agreed with the Programme Patient.

(b) Compilation of a HA List of Private Ophthalmologists

- (i) HA shall compile and maintain:
 - (1) a list of the Private Ophthalmologists (“**List of Participating Ophthalmologists**”); and
 - (2) a list of the Private Ophthalmologists who are willing to undertake the Cataract Surgery at the amount of Subsidy (without co-payment) and the number of such places that each is prepared to offer (“**List of Participating Ophthalmologists for Waiver Eligible Patients**”).

- (ii) The Working Group may decide whether or not to include any private ophthalmologist on the List of Participating Ophthalmologists and/or the List of Participating Ophthalmologists for Waiver Eligible Patients. The Programme Office is charged with the responsibility to compile and amend the lists from time to time.
- (iii) If any Private Ophthalmologist chosen by the Programme Patient is removed from the lists, the Programme Office shall so inform the Programme Patient and make such arrangements as considered suitable.

(c) Free Choice

In line with the spirit of free choice in the private sector, the Programme Patient is entitled to choose any one of the listed Private Ophthalmologists to provide services under the Programme. Once the Programme Patient has made his/her choice and received any service provided by a Private Ophthalmologist, change of Private Ophthalmologist is not allowed.

(d) Sharing of Clinical Data

- (i) The Programme Patients must join the Hong Kong Government's Electronic Health Record Sharing System (eHRSS) before they can attend the pre-operative assessment and receive services under the Programme. The Programme Patients must agree to the sharing of relevant data between HA and the Private Ophthalmologists under eHRSS, and that their data under the Programme being sent to HA and to eHRSS according to these Terms and Conditions.
- (ii) Each Private Ophthalmologist is required to participate in eHRSS in accordance with the provisions relating to eHRSS in Appendix 3 which form part of these Terms and Conditions.

(e) Sharing of Personal Data

Each of the Private Ophthalmologist and the Programme Patient agrees to make available to HA and appropriate government departments/agencies/ authorities etc. their respective relevant personal data for the purposes of facilitating Programme Patients to receive treatment under the Programme and/or ascertaining their status as Waiver Eligible Patients and/or the eligibility of the Private Ophthalmologist and/or the Programme Patient to participate in the Programme.

9. Research

Programme Patients may be invited to participate in research conducted by HA or third party researchers engaged by HA to study the effectiveness and other aspects of the Programme and the public-private collaboration on shared care

or health care services.

10. General

- (a) Both the Private Ophthalmologists and the Programme Patients are subject to these Terms and Conditions, which may be amended by HA at its discretion from time to time by giving not less than 30 days' prior written notice to the Private Ophthalmologists and/or the Programme Patients. HA may by written notice terminate forthwith the participation of a Private Ophthalmologist in the Programme if he/she fails to comply with any requirement under these Terms and Conditions.
- (b) Notices and communications to Private Ophthalmologists and/or Programme Patients may (without prejudice to any other method of giving notice in writing) be given (i) by letter sent by normal post or by email or by Short Message Service (SMS) to the postal address or email address or mobile number of such Private Ophthalmologist or Programme Patient held on HA's records, or (ii) by posting on HA's website relating to the Programme on <http://www.ha.org.hk/ppp/csp>. HA may also issue from time to time new and/or additional requirements, whether procedural or otherwise, which when issued and notified to the Private Ophthalmologists and/or Programme Patients in accordance with this paragraph 10(b), shall become part of these Terms and Conditions.
- (c) Private Ophthalmologists shall at all times act in relation to Programme Patients as an independent contractor, and not as an agent or employee of HA (nor hold out the relationship between HA and Private Ophthalmologists under the Programme as being that of an agent or employee). Private Ophthalmologists shall be solely responsible for the care of the Programme Patients, including any diagnosis and treatment, and HA shall have no liability in relation thereto whatsoever.
- (d) Private Ophthalmologists shall comply with the requirements/recommendations/best practices set forth in the document "Public-Private Partnership Programmes for Healthcare Services – Corruption Prevention Guide for Service Providers" issued by ICAC via the link ([https://www4.ha.org.hk/ppp/docs/default-source/colon-ppp/corruption-prevention-guide-for-healthcare-service-providers-\(eng\)07e13a5360824f33a0611c7a6f15aaf3.pdf?sfvrsn=2df48d43_6](https://www4.ha.org.hk/ppp/docs/default-source/colon-ppp/corruption-prevention-guide-for-healthcare-service-providers-(eng)07e13a5360824f33a0611c7a6f15aaf3.pdf?sfvrsn=2df48d43_6))
- (e) Private Ophthalmologists shall be responsible for the good conduct of its staff, sub-contractor(s) or agent(s) whilst providing the services under the Programme to patients and shall ensure that its staff, sub-contractor(s) or agent(s) do not solicit or accept any money or gifts from patients or otherwise whilst deployed to provide the services.
- (f) These Terms and Conditions are governed by the laws of the Hong Kong SAR. The application of the Contracts (Rights of Third Parties) Ordinance is expressly excluded and no person who is not a party to

these Terms and Conditions shall be entitled to enforce any right or term of these Terms and Conditions pursuant to the Contracts (Rights of Third Parties) Ordinance.

- (g) These Terms and Conditions shall take effect from 28 July 2024 (“**Effective Date**”).

Note: The Chinese version of these Terms and Conditions is for reference only. In case of ambiguity or conflict between the Chinese and the English versions, the English version shall prevail.

Definition of Eligible Persons

As per the Gazette on fees and charges published by HA, only patients falling into the following categories are eligible for the rates of charges applicable to “Eligible Persons”:-

- holders of Hong Kong Identity Card issued under the Registration of Persons Ordinance (Chapter 177), except those who obtained their Hong Kong Identity Card by virtue of a previous permission to land or remain in Hong Kong granted to them and such permission has expired or ceased to be valid;
- children who are Hong Kong residents and under 11 years of age; or
- other persons approved by the Chief Executive of HA.

Cataract Surgeries Programme
Patient Information Leaflet on Cataract Surgery

1. Purpose of Operation

To restore the clarity of ocular medium by removing the cataractous lens.

2. Nature of Operation

- (a) Removing the lens
 - The lens must be removed through a surgical incision
- (b) Replacing the lens' function
 - Usually by means of an intra-ocular lens
 - Other choices are contact lenses and thick aphakic glasses

3. Outcome

- (a) Most people recover from cataract operation with improved vision (i.e., better than pre-operative status). However, no surgery is risk free. Loss of vision can happen if complications arise.
- (b) Post-operation vision usually needs a few months to become stabilized. Refractive error is common after surgery. Loss of accommodation would lead to reading difficulties and scarring of wound may lead to astigmatism. Further adjustment with removal of sutures (see paragraph (e) below) or spectacles may be required.
- (c) If the patient has prior corneal diseases, retinal diseases, glaucoma or uveitis, the post-operative visual acuity may not be as good as expected, even without operative or post-operative complications. Such would be due to the prior damage of other visual receptors like the optic nerve etc.
- (d) If a patient had his/her eye operation done recently and has acute ocular symptoms like sudden eye pain or blurring, he/she can make enquiry to his/her Private Ophthalmologist or go to any nearby HA Accident and Emergency Departments to ask for advice (after office hours) without the need to abide rigidly to the booked follow-up date.
- (e) If stitch(es) was/were placed due to operational needs, such may not be removed unless it/they is/are loosened, broken, causing excess astigmatism, infection or irritation etc.

4. Complications

The following complications may occur during and after cataract surgery, some of which if occurring within 2 months of your cataract surgery, may be treated by your Private Ophthalmologist or he/she may refer you back to HA hospitals for treatment:

- (a) Complications to be treated by Private Ophthalmologist occurring within 2 months of the Cataract Surgery
 - (i) Wound gaping / dehiscence / removal of eroding sutures
 - (ii) Lens posterior capsule tear and exudation of vitreous body
 - (iii) High pressure in the eye
- (b) Complications that may be treated by Private Ophthalmologist or for referral

back to HA hospitals for treatment

- (i) Intra-ocular lens non-implantation, damage or dislocation
- (ii) Swelling and clouding of the cornea
- (iii) Drooping of eyelid
- (iv) Retained cataract fragments
- (v) Clouding of lens capsule
- (vi) Pupil distortion
- (vii) Macular edema
- (viii) Complications of anesthesia

5. Severe Complications that may be treated by the Private Ophthalmologist or for referral back to HA hospitals for treatment

- (i) Blindness VA<3/60
- (ii) Severe bleeding inside the eye
- (iii) Infection inside the eye
- (iv) Retinal detachment
- (v) Sympathetic endophthalmitis affecting the opposite eye
- (vi) Decentration or fogging of intraocular lens that may need its centering, removal or exchange
- (vii) Dislocation of the intraocular lens
- (viii) Endophthalmitis

6. Consent

The doctor has fully explained the above to me (the undersigned) and in so doing has also explained:

- (i) the nature of my medical condition;
- (ii) the consequences if the condition is not treated;
- (iii) any uncertainties of the doctor in his/her diagnosis; and
- (iv) the options that are available (including the option not to treat and the likely outcome).

The doctor has also answered the questions that I have asked.

I hereby confirm by my signature below that I fully understand all of the above. I have read and understood the Terms and Conditions for the Cataract Surgeries Programme (“T&Cs”) and agree to participate in the Programme. I declare that I am an Eligible Person for public charges of medical fees provided by Hospital Authority hospitals/clinics as defined in the T&Cs.

Patient's Name

Patient's Signature

Date

**Provisions relating to the
Electronic Health Record Sharing System**

1. Private Ophthalmologists shall fulfill and continue to fulfill the following criteria for the duration of their participation in the Programme:
 - (a) being either a registered healthcare provider (“HCP”) for the Hong Kong Government’s Electronic Health Record Sharing System (“eHRSS”) or authorized by a HCP to access and use the eHRSS;
 - (b) establishing and maintaining the necessary infrastructure at their clinics (or ensuring that such infrastructure is so established and maintained), to enable them and any authorized users appointed by them (“Authorized Users”) to access Programme Patients’ medical records through the Cataract Surgeries Programme Interface Module (“Module”) and eHRSS, and input Programme Patients’ information into the Module;
 - (c) if any Authorized Users have been appointed by the Private Ophthalmologists, or the HCP from whose premises the Private Ophthalmologist practices, providing a list of such Authorized Users to HA and informing HA promptly of any changes to such appointments;
 - (d) having completed training on the Module and ensuring that all Authorized Users have completed the same;
 - (e) complying with all rules, regulations and requirements imposed by HA from time to time; and
 - (f) notifying HA promptly if the Private Ophthalmologist ceases to be a HCP or an authorized user of a HCP (as the case may be).
2. The Invited Patients must join eHRSS before they can be enrolled in the Programme and grant the necessary sharing consent to enable the Private Ophthalmologist and his/her Authorized Users to access their records in the eHRSS for joining the Programme. HA will provide salient features of the Invited Patients’ medical histories and medication/drug allergies to facilitate the sharing of data between HA and the Private Ophthalmologist for continuation of care or other related purposes (“Purposes”).
3. The Private Ophthalmologist and/or his/her Authorized Users shall promptly enter all data as required by HA from time to time in respect of the relevant Programme Patient after each consultation or performance of service under the Programme into the Module. HA will then have access to the information and incorporate the same into HA’s record. HA will also place a copy of all sharable data (as defined in the Electronic Health Record Sharing System Ordinance) obtained from the Private Ophthalmologist and/or his/her Authorized Users onto the eHRSS.
4. The Private Ophthalmologist and his/her Authorized Users shall not print patient records from the Module or use such printed records unless otherwise permitted by HA and shall not download or take photographs of any patient records from the Module or, unless required or permitted by law, give such patient records in any form to the Programme Patient, his/her parent or guardian or any person acting for or on behalf of the Programme Patient.
5. The Private Ophthalmologist shall take all necessary steps to ensure that his/her Authorized Users and employees shall be made aware of and perform the obligations under these Terms and Conditions applicable to them and shall comply with all rules, regulations and requirements imposed by HA from time to time. Without prejudice to other rights which HA may have, HA is entitled to remove any Authorized User’s access to the Module in case of non-compliance.
6. All copyright and other intellectual property rights in respect of the compilation of data

contained in or entered into the Module shall be vested in and belong to HA. The Private Ophthalmologist and his/her staff shall not infringe the copyright and other intellectual property rights of HA and shall indemnify HA against any loss, damages, liability, cost and expense arising from such infringement.

7. The Private Ophthalmologist and his/her Authorized Users shall only use the data in the Module for the Purposes and exercise reasonable care to protect patient confidentiality at all times. The Module and all data contained in or obtained from the Module shall be protected against unauthorized or accidental access, processing or other use. All access to the Module shall be made at secure computer terminals with adequate security measures.
8. The Private Ophthalmologist shall not, and shall procure his/her Authorized Users not to, share their eHRSS accounts with or disclose the passwords to any persons.
9. The Private Ophthalmologist shall make all necessary precautions and measures to ensure the Programme Patients' personal data in the Module are secured and protected. The Private Ophthalmologist and his/her Authorized Users shall comply with all obligations under the law in relation to personal data including the Personal Data (Privacy) Ordinance (Cap. 486 of the laws of Hong Kong) (and the data protection principles), and the policies and requirements of HA (including any applicable hardware, software, security and upgrade requirements) in the handling, access, use, retention and security of the personal data on the Module. The personal data shall not be retained longer than is necessary for the Purposes.
10. If the Private Ophthalmologist and/or his/her Authorized Users know or suspect that the security or confidentiality of the Module or any information contained therein is compromised, they must immediately notify HA and shall cooperate with HA in taking all reasonable steps to ensure and protect such security or confidentiality.
11. The information contained in the Module is not intended to provide any professional advice and should not be relied upon in any diagnosis or other dealings with the Programme Patient, but as a reference or guidance tool only. The Private Ophthalmologist and his/her Authorized Users acknowledge that when accessing the Module, they are solely responsible for undertaking all necessary medical and other investigations and /or examinations to reach their own diagnosis. It is the Private Ophthalmologist's and the Authorized Users' responsibility to interpret the data on the Module with professional knowledge and skills, taking into account their knowledge and assessment of the Programme Patients' history and condition.
12. The Module may be updated and amended from time to time and at the time of access by the Private Ophthalmologist and/or his/her Authorized Users, the data on the Module is only a computer generated segment (and not the whole) of the Programme Patients' health records in HA and may not be updated up to the time of access.
13. Data sent over the Internet cannot be guaranteed to be completely secured. HA will not be responsible for any damages or expense incurred or suffered by the Private Ophthalmologist, the Authorized Users or any person as a result of any delay, loss, diversion, alteration or corruption of any information provided by HA over the Internet.
14. The Module is provided "as is" without warranty or representation of any kind, express or implied being given by HA as to any aspect of the Module or any data held within it.
15. HA will not be liable to the Private Ophthalmologist or any of his/her Authorized Users or employees in any manner for any direct, indirect, special or consequential damages arising or claimed to be arising out of the Module. The Private Ophthalmologist shall be

liable for any errors or omissions in the information it and/or his/her Authorized Users provide onto the Module and for any loss or damages suffered by HA for any negligence or misuse of the Module by the Private Ophthalmologist or his/her Authorized Users or employees.

16. No provision in this Appendix shall operate to restrict or limit any person's liability for death or personal injury caused by such person's negligence.
17. The right to access to the Module granted by HA to the Private Ophthalmologist and his/her Authorized Users shall immediately terminate when the Private Ophthalmologist ceases to participate in the Programme.