Data Deposit Agreement

The University of New South Wales

and

[Insert name of the institution]

THIS AGREEMENT is dated

PARTIES

(1) **THE UNIVERSITY OF NEW SOUTH WALES** ABN 57 195 873 179, a body corporate established pursuant to the University of New South Wales Act 1989 (NSW) of UNSW Sydney NSW 2052, Australia ("**UNSW"**)

and

(2) [Insert full name and address of the contracting Institution] for and in relation to the Study entitled [insert short title of Study, and name of lead researcher] ("**Contributing Research Study (CRS)"**).

BACKGROUND

(A) The Centre for Healthy Brain Ageing (CHeBA) at UNSW Sydney is leading the establishment of Dementias Platform Australia (DPAU). DPAU will facilitate data sharing between Australian and international dementia researchers. DPAU is an online data sharing platform modelled on the successful "Dementias Platform UK" (DPUK).

(B) DPAU is supported by a grant from the National Institute of Health (USA) to CHeBA for the *Cohort Studies of Memory in an International Consortium* (COSMIC). DPAU is further supported by a National Collaborative Research Infrastructure Strategy (NCRIS) grant under the Australian Research Data Commons' (ARDC) 2020 Platforms program.

(C) DPAU is designed to deliver a secure, trusted and scalable environment for data sharing, governance, control and management services for researchers.

(D) The aim of DPAU is to develop and manage a new resource to help dementia researchers maximise their use of existing study data from global well-established population or cohort studies.

(E) The Contributing Research Study is entitled to deal with the copyright and any database rights in the Contributing Research Study Data (as defined below) as set out in this Agreement.

(F) The CRS agrees to transfer data into DPAU.

(G) UNSW and Monash University (Australia) have entered into an Agreement under which Monash University will provide the 'Secure eResearch Platform' ("Monash SeRP") for the hosting of DPAU.

(H) DPAU is designed and will be managed to ensure proper security of all CRS Data and compliance with relevant privacy law, policy and guidelines. DPAU will create data linking opportunities for the CRS and, subject to an approved access request, for other DPAU Users (as defined below).

(I) Subject to the relevant access request procedure being followed, in accordance with this Agreement, the CRS agrees to license to UNSW the use of all copyright and database rights in its CRS Data to enable UNSW to perform the Purpose (defined below)

THE CRS IS REQUIRED TO COMPLETE THE FOLLOWING TABLES

Contact details	
Notice contact name for UNSW	Rory Chen
Position	DPAU Manager
Postal address	Centre for Healthy Brain Ageing (CHeBA) UNSW Medicine, School of Psychiatry Level 1, AGSM (G27) Gate 11, Botany Street UNSW SYDNEY NSW 2052 AUSTRALIA
Email	dpau@unsw.edu.au
Notice contact name for CRS	CRS to complete
Position	CRS to complete
Postal address	CRS to complete
Email	CRS to complete

Permitted Person(s) Table: (Permitted Person(s) is referred to in various clauses)	
Name	CRS to complete
Position	CRS to complete
Postal address	CRS to complete
Email	CRS to complete
Access SeRP*	☐
*NOTE: Please tick the box if the permitted person(s) needs to access **SeRP.** If the CRS nominates more than one Permitted Person, please expand and populate this "Permitted Person Table" as necessary.	

Data Incorporation Options Table (see clause 3) – tick one only	
Transfer complete, comprehensive dataset to DPAU following execution of this Agreement	☐
Transfer Approved Dataset to DPAU following approval on a project-by-project basis	☐

Data Approval Options Table (see clause 4) – tick one only	
CRS to Convene an SAP	☐
CRS authorise DPAU to review	☐

Premise Table (see clause 4) – tick any that apply	
Initial collaboration discussion between DPAU User and CRS	☐
Separate Data Access Agreement between DPAU User and CRS	☐

AGREED TERMS

1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this agreement.

Applicable Laws: the applicable laws, rules, local, national, regional, or international and regulations, including without limitation statutes, treaties, and executive orders, or other requirements of any supranational, federal, national, state or local court, agency, authority, department, regulatory body or other governmental instrumentality that may be in effect in any country or regulatory jurisdiction in which the CRS has been or is being conducted.

Background Intellectual Property: shall mean any Intellectual Property owned or controlled by a Party a) prior to commencement of this agreement or b) which the owning Party contributes or uses after the commencement of this agreement in the course of performing its obligations under this agreement.

Commencement Date: means the date this agreement is executed.

Confidential Information: all confidential information (however recorded or preserved) disclosed by a Party or its employees, officers, representatives, advisers or subcontractors involved in the provision or receipt of the **Services** who need to know the confidential information in question (Representatives) to the other Party and that Party's Representatives in connection with this agreement, which is either labelled as such or else which should reasonably be considered as confidential because of its nature and the manner of its disclosure.

Contributing Research Study Data (CRS Data): The Data comprised in the Contributing Research Study Data details of which are captured in Schedule 4.

Data: any data or information, in whatever form.

Data Incorporation: standard transfer of de-identified Contributing Research Study Data onto DPAU (which may include a split-file process) in order to a) standardise the format of data to enable future linkage and b) confirm Contributing Research Study Data has been adequately de-identified.

DPAU: Dementias Platform Australia.

DPAU User: TPR Applicant whose application for data access has been approved pursuant to clauses 4.1 to 4.7 inclusive.

DPAU Project: a distinct research project set out in any one application to DPAU which receives approval pursuant to clauses 4.1 to 4.7 inclusive.

Force Majeure Event: an event or circumstance beyond the reasonable control of a Party including:

(a) lightning strikes, earthquakes, floods, storms, explosions, fires and any other natural disaster;

(b) infectious disease outbreak including a pandemic;

(c) war, terrorism, riot, insurrection, vandalism or sabotage;

(d) strike, lockout, ban, limitation of work or other industrial disturbance;

(e) fire, flood power blackout, internet or telecommunications failure; or

(f) change in law.

Intellectual Property: all present and future industrial and intellectual property rights, including without limitation:

(a) inventions, patents, copyright, trade business, company or domain names, rights in relation to circuit layouts, plant breeders rights, registered designs, registered and unregistered trade marks, know how, trade secrets and the right to have confidential information kept confidential, and any and all other rights to intellectual property which may subsist anywhere in the world; and

(b) any application for or right to apply for registration of any of those rights.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Monash SeRP: the Secure eResearch Platform developed by Swansea University (UK) and managed by Monash University including its ancillary computer codes, algorithms, statistical scripts, tools, techniques, methods, and similar materials which will receive and store the Contributing Research Study Data.

Own Data Report (ODR): the reports generated by the CRS acting through its Permitted Person(s) using their CRS Data only (not linking or utilising any third-Party data) using the DPAU.

Party: either UNSW or the CRS that is a Party to this Agreement, and **Parties** means both of them.

Permitted Person(s): the person or persons nominated by the CRS as shown in the Permitted Person(s) Table at page 3.

Personal Data: any information which are related to an identified or identifiable natural person.

Privacy Act: the *Privacy Act 1988* (Cth), including the Australian Privacy Principles.

Privacy Law: in relation to a Party:

(a) the Privacy Act, irrespective of whether the Party would otherwise be bound to comply at Law;

(b) all other Applicable Laws regulating the handling of Personal Information which that Party is required to comply with from time to time; and

(c) all other Applicable Laws regulating the handling of Personal information which apply to the other Party and which the other Party has notified in writing to the first mentioned Party.

Purpose:

(a) Perform the Services; and

(b) In consideration of the CRS's agreement to provide their CRS Data to DPAU, permit access of the CRS, acting through its Permitted Person, to DPAU to create Own Data Report (ODR).

Study Approvals Panel (SAP): a group/forum as described and set out in Schedule 5, for the purposes described in Schedule 5.

Security Breach: any security breach relating to the Contributing Research Study Data reasonably determined by UNSW to be sufficiently serious or substantial to justify notification to the Contributing Research Study.

Security Feature: any security feature, including any key, PIN, password, token or smartcard.

Services: means the services detailed in Schedule 1.

Term: the period detailed in clause 8.1.

Third Party Report (TPR): all reports which have been generated as a result of a DPAU user requesting access to the Contributing Research Study Data following approval pursuant to clauses 4.1 to 4.7 inclusive.

TPR Applicant means an applicant that submits an application to DPAU in accordance with clause 4.1 to 4.7 inclusive.

Working Day: in relation to the doing of any action in a place, any day other than a Saturday, Sunday, public holiday in that place or any other day on which either Party is closed for business to the public.

1.2 Data Subject, Personal Data, Processing and appropriate technical and organisational measures shall bear the meanings given to those terms respectively in the relevant Privacy Law.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural, and words in the plural shall include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

2. SCOPE

2.1 During the Term UNSW (through DPAU) shall supply to the CRS the Services described in Schedule 1.

2.2 UNSW shall process the CRS Data in accordance with the Data Access Procedure outlined in clause 4 below.

2.3 The CRS acknowledges that UNSW is under no duty to investigate the completeness, accuracy or sufficiency of the CRS Data.

3. DATA INCORPORATION

With respect to Data Incorporation, the following terms shall apply.

CONNECTION

3.1 The Parties shall use reasonable efforts to establish connectivity between the CRS system and the DPAU on the Commencement Date.

3.2 Each Party shall bear its own costs of establishing that connectivity.

3.3 The CRS is required to indicate, in the Data Incorporation Options Table at page 3 of this Agreement, whether it will choose the option to either:

(a) transfer the complete, comprehensive dataset as set out in Schedule 4 from the CRS system to DPAU following execution of this Agreement; or

(b) prepare and transfer approved datasets on a project-by-project basis from the CRS system to DPAU following approval of a Data Access Application, subject to clause 4.

3.4 The CRS acting through its Permitted Person(s) shall have control over their deposited CRS Data in accordance with and as described in this Agreement and in particular, subject to clauses 4.1 to 4.7 inclusive.

3.5 Subject to clause 4.7, the CRS acting through its Permitted Person(s) may at any time request DPAU to withdraw the whole or a portion of their CRS Data from DPAU. DPAU shall cause the data to be withdrawn no later than 10 Working Days following receipt of the request.

ANONYMISATION

3.6 As referred to in Schedule 2, the CRS Data shall be provided to UNSW in a de-identified and non-re-identifiable form. In the event and to the extent that the supplied CRS Data does include Personal Data, the terms of Schedule 2 shall apply.

SECURITY AND PASSWORDS

3.7 UNSW shall ensure that the CRS Data is kept secure by:

(a) using the Security Features;

(b) keeping it in an encrypted form, and

(c) using all reasonable security practices and systems applicable to the use of the CRS Data to prevent, and take prompt and proper remedial action against, unauthorised access, copying, modification, storage, reproduction, display or distribution of the Contributing Research Study Data.

3.8 Where UNSW uses Security Features in relation to the Services (wholly or in part), the Security Features must, unless UNSW notifies the CRS otherwise, be kept confidential and not lent, shared, transferred or otherwise misused by the CRS.

3.9 If either Party:

(a) becomes aware of any unauthorised or unlawful processing of any CRS Data or that any CRS Data is lost or destroyed or has become damaged, corrupted or unusable;

(b) becomes aware of any Security Breach; or

(c) learns or suspects that any Security Feature has been revealed to or obtained by any unauthorised person,

that Party shall promptly notify the other Party and fully co-operate with the other Party to enable each Party to comply with their respective obligations under Privacy Law, ethics approvals and this Agreement, and the Parties will work cooperatively to remedy the issue as soon as reasonably practicable.

3.10 UNSW's obligations under clause 3.9 shall be performed at UNSW's reasonable expense, except to the extent that the Security Breach arose out of any negligence or wilful default of the CRS.

3.11 UNSW may change Security Features on notice to the CRS for security reasons.

DATA PROTECTION

3.12 The Parties agrees that where, contrary to Schedule 2, UNSW receives Personal Data from the CRS, UNSW shall, in addition to applying the processes described in Schedule 2, make no independent use of that Personal Data:

3.13 The CRS will ensure that all necessary data consent and information sheets issued in connection with the Services performed under this Agreement shall contain appropriate information regarding the use and exchange of data between the Parties.

3.14 Each Party shall indemnify the other Party for any breach of Privacy Law which renders the other Party liable for any costs, fines, claims or expenses howsoever arising.

ADDITIONAL OBLIGATIONS OF UNSW

3.15 UNSW shall:

(a) take appropriate technical and organisational measures against unauthorised or unlawful processing of the CRS Data and against the accidental loss or destruction of, or damage to, the CRS Data;

(b) only make copies of the CRS Data to the extent reasonably necessary for the Purpose (which, for clarity, includes back-up, mirroring (and similar availability enhancement techniques), security, disaster recovery and testing of the CRS Data);

(c) not extract, re-utilise, use, exploit, redistribute, re-disseminate, copy or store the CRS Data other than for the Purpose; and

(d) not do anything that may damage the reputation of the CRS.

4. DPAU MANAGEMENT OF CRS DATA AND INTELLECTUAL PROPERTY

With respect to DPAU management of CRS data and Intellectual Property, the following terms shall apply:

DATA ACCESS APPLICATION PROCEDURE

4.1 A TPR Applicant is required to complete a Data Access Application and submit that Application to UNSW through DPAU. (It will be possible for multiple third parties to submit a single application). Following receipt of the Application DPAU will review that Application and either:

(a) accept the Application and proceed in accordance with clause 4.2, or

(b) decline the Application.

4.2 The CRS is required to indicate, in the Study Approval Options Table at page 3 of this Agreement, whether it nominates the option to convene an SAP for the purposes of this clause 4.

4.3 The CRS is required to indicate, in the Premise Table at page 3 of this Agreement, whether the CRS, as a condition of approval requires either:

(a) that there be an initial collaboration discussion between the CRS and the TPR Applicant, and/or

(b) the TPR Applicant is to enter into a separate Data Access Agreement with the CRS.

4.4 In cases where DPAU accepts the Application pursuant to clause 4.1, DPAU will proceed pursuant to one of the following two options:

(a) if the CRS has indicated in the Study Approvals Option Table that it will convene an SAP, DPAU will forward the Application to the CRS; the CRS's SAP shall then review the Application, and decide on behalf of the CRS whether the CRS approves or rejects the application. The CRS shall notify DPAU of the SAP's decision within 25 Working Days following receipt of the Application from DPAU. The role and membership of the SAP are set out in Schedule 5.

(b) If the CRS has indicated in the Study Approvals Option Table that the CRS will not convene an SAP and will authorise and rely on UNSW, through DPAU, to review the Application on the CRS's behalf, DPAU will organise for three appropriate UNSW senior researchers ("the UNSW SAP") to conduct that review, applying the same or similar criteria as would be applied by a SAP under Schedule 5. The CRS and DPAU shall accept the recommendation made by the UNSW SAP in relation to approval or rejection of the application.

4.5 In cases where a TPR Applicant receives approval under clause 4.4, UNSW shall require the TPR Applicant to enter into a Data Access Agreement ("DAA") as a condition of being granted access to the approved CRS Data. The DAA is as appended at Schedule 3 hereto.

4.6 In cases where the CRS indicates in the Premise Table that the CRS requires the TPR Applicant to enter into an agreement in the nature of a Data Access Agreement with the CRS, the CRS must ensure that that Agreement will:

(a) require the CRS to act in a manner that is consistent with all of the CRS's obligations under this Data Deposit Agreement, and

(b) require the TPR Applicant to act in a manner that is consistent with all of the TPR Applicant's obligations under the DAA.

4.7 In cases in which a TPR Applicant has entered into a DAA with UNSW and has consequently been granted access to Data that includes CRS Data, if the CRS subsequently decides to withdraw from DPAU, the CRS agrees that the TPR Applicant shall be entitled to have continuing access to the CRS data in accordance with the DAA.

INTELLECTUAL PROPERTY RIGHTS

Background

4.8 Any Background Intellectual Property used in connection with this Agreement shall remain the property of the Party introducing the same. No Party will make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or use of any of the Background Intellectual Property of the other Parties except under the terms of this Agreement. Each Party acknowledges and confirms that nothing contained in this Agreement shall give it any right, title or interest in or to the Background Intellectual Property of the other Parties save as granted by this Agreement.

Monash SeRP Arising Intellectual Property

4.9 Intellectual Property Rights that embody computer codes, algorithms, statistical scripts, tools, techniques, methods and similar materials developed in the performance of the DPAU for use on CRS Data and contained within the Monash SeRP, whether wholly or partially, ("Monash SeRP Arising IP") is owned by Monash University.

4.10 Monash University has granted a licence to UNSW to permit and facilitate use by DPAU of Monash SeRP Arising IP.

4.11 UNSW hereby grants a non-exclusive, royalty-free, fully paid-up sub-licence to the CRS to use any Monash SeRP Arising IP only for the purpose of obtaining and analysing Own Data Report(s) (ODR).

INTELLECTUAL PROPERTY RIGHTS IN CONTRIBUTING RESEARCH STUDY DATA (TPR/ODR)

4.12 UNSW acknowledges that:

(a) all Intellectual Property Rights in the CRS Data will remain the property of the CRS or its licensors, as the case may be; and

(b) UNSW shall have no rights in or to the CRS Data other than the rights granted to it by the CRS under this agreement.

4.13 The CRS hereby grants to UNSW a royalty-free, non-exclusive licence to use any Intellectual Property Rights contained within the CRS Data for the Purpose. Such licence shall be sub-licensable by UNSW to DPAU Users to the extent necessary for UNSW to perform the Purpose. UNSW shall only grant such sub-licences to DPAU Users subject to the data access application procedure in clause 4.1-4.7 inclusive being followed.

4.14 UNSW shall procure that Intellectual Property Rights contained within ODRs and TPRs generated through use of DPAU will vest at all times and for all purposes in the CRS whose data has been used to create the ODRs and/or TPRs. In cases where a TPR involves data deposited by more than a single CRS, UNSW shall procure that the Intellectual Property Rights contained within the TPR will vest jointly in the relevant CRSs.

4.15 For the avoidance of doubt DPAU Users provided access to DPAU to create TPRs shall not have Intellectual Property Rights in the TPRs.

4.16 UNSW shall procure that DPAU Users will abide by the Publication Process and Policy as set out in Schedule 1 of the DAA.

4.17 Where the CRS receives a publication for review under the Publication Process and Policy set out in Schedule 1 of the DAA, the CRS agrees that:

(a) the CRS may object to or request a delay to a proposed publication for accuracy/patent reasons and/or require deletion of CRS Confidential Information, provided the CRS submits such objection/request in writing to the DPAU within 30 Working Days of receipt of the notification from the DPAU Users; and

(b) if the CRS does request a delay on the submission of a publication, such requested delay shall not be longer than is reasonably necessary; the expectation is that any delay shall not exceed (3) months from the date of receipt by the CRS of the proposed publication.

5. CONFIDENTIALITY

5.1 UNSW acknowledges that the CRS's Confidential Information includes any CRS Data.

5.2 The term Confidential Information does not include any information that:

(a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving Party or its Representatives in breach of this clause 5);

(b) was available to the receiving Party on a non-confidential basis before disclosure by the disclosing Party;

(c) was, is, or becomes, available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement with the disclosing Party or otherwise prohibited from disclosing the information to the receiving Party;

(d) was known to the receiving Party before the information was disclosed to it by the disclosing Party;

(e) the Parties agree in writing is not confidential or may be disclosed; or

(f) is developed by or for the receiving Party independently of the information disclosed by the disclosing Party.

5.3 Each Party shall keep the other Party's Confidential Information confidential and shall not:

(a) use any Confidential Information except for the Purpose; or

(b) disclose any Confidential Information in whole or in part to any third Party, except as expressly permitted by this clause 5.

5.4 A Party may disclose the other Party's Confidential Information to those of its Representatives who need to know that Confidential Information for the Purpose, provided that:

(a) it informs those Representatives of the confidential nature of the Confidential Information before disclosure; and

(b) at all times, it is responsible for the Representatives' compliance with the confidentiality obligations set out in this clause 5.

5.5 A Party may disclose Confidential Information to the extent required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, as far as it is legally permitted to do so, it gives the other Party as much notice of the disclosure as possible.

5.6 Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information, other than those expressly stated in this agreement, are granted to the other Party, or are to be implied from this agreement.

5.7 The provisions of this clause 5 shall continue to apply after termination of this agreement and continue for a period of five (5) years.

6. WARRANTIES

6.1 The CRS warrants and represents that:

(a) it has the right to transfer the CRS Data to DPAU for the Purpose;

(b) the transferring of the CRS Data has been carried out in accordance with Privacy Law at all times;

(c) it is not aware of any circumstances likely to give rise to breach of Privacy Law in the future (including any Security Breach);

(d) It is not depositing CRS Data belonging to a Data Subject who has expressly declined the deposit of their Data;

(e) all CRS Data is necessary, accurate and up to date; and

(f) it is registered with all relevant data protection authorities, if applicable.

6.2 Except as expressly stated in this agreement, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

6.3 Without limiting the effect of clause 6.2, UNSW does not warrant that any ODR or TPR:

(a) is or are accurate, complete, reliable, secure, useful, fit for purpose or timely;

(b) has or have been tested for use by the CRS or any third Party.

7. LIMITATION OF LIABILITY

7.1 Neither Party excludes or limits liability to the other Party for:

(a) fraud or fraudulent misrepresentation;

(b) death or personal injury caused by negligence; or

(c) any matter for which it would be unlawful for the Parties to exclude liability.

7.2 Subject to clause 7.1, UNSW shall not in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

(a) any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;

(b) any loss or liability (whether direct or indirect) under or in relation to any other contract.

7.3 Clause 7.2 shall not prevent claims, which fall within the scope of clause 7.4, for:

(a) direct financial loss that are not excluded under any of the categories set out in clause 7.2(a) to clause 7.2(b); or

(b) tangible property or physical damage.

7.4 Subject to clause 7.1, each Party's total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement or any collateral contract shall in all circumstances be limited to AUD$10,000.00.

7.5 Any dates quoted for delivery of the Services are approximate only, and the time of delivery is not of the essence. UNSW shall not be liable for any delay in delivery of the Services that is caused by an event, circumstance or cause within the scope of clause 9 or the CRS's failure to provide UNSW with adequate data that is necessary to the supply of the Services or the CRS's failure to comply with clauses 3 and 4.

7.6 The CRS acknowledges that the Services to be provided by UNSW are wholly reliant on the CRS transferring its CRS Data to UNSW.

7.7 If any third Party makes a Claim against UNSW, or notifies an intention to make a Claim against UNSW, UNSW shall:

(a) give written notice of the Claim against UNSW to the CRS as soon as reasonably practicable;

(b) not make any admission of liability in relation to the Claim against UNSW without the prior written consent of the CRS;

(c) at the Contributing Research Study's request and expense, allow the CRS to conduct the defence of the Claim against UNSW including settlement;

(d) at the CRS's expense, co-operate and assist to a reasonable extent with the CRS's defence of the Claim against UNSW;

(e) take all reasonable steps to mitigate its loss in respect of such Claim against UNSW.

8. TERM AND TERMINATION

8.1 This agreement shall commence on the Commencement Date and shall continue until terminated by either Party by giving the other 20 Working Days' notice in writing.

8.2 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination of this agreement shall remain in full force and effect.

8.3 Termination of this agreement, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the Parties existing at termination; such termination is subject to clauses 3.5 and 4.7.

8.4 On any termination of this agreement for any reason:

(a) each Party shall as soon as reasonably practicably destroy all Data, information, and other materials provided to it by the other Party in connection with this agreement (including all materials containing or based on the other Party's Confidential Information) ("the Entire Data");

(b) UNSW shall as soon as reasonably practicably ensure that the Entire Data is deleted from DPAU;

8.5 Each Party shall provide written confirmation of compliance with clause 8.4.

9. FORCE MAJEURE

9.1 If a Party (**Affected Party**) is prevented from or delayed in performing an obligation by a Force Majeure Event, the Affected Party must as soon as possible after the Force Majeure Event occurs, notify the other Party of full particulars of:

(a) the Force Majeure Event;

(b) the effect of the Force Majeure Event on performance of the Affected Party's obligations;

(c) the anticipated period of delay; and

(d) the action (if any) the Affected Party intends to take to mitigate or remove the effect and delay; and

(e) promptly and diligently act take reasonable steps to mitigate or remove the Force Majeure Event and its effect;

9.2 If a Party (**Affected Party**) is prevented from or delayed in performing an obligation by a Force Majeure Event, that obligation is suspended, and the Affected Party will have no liability for a failure to perform that obligation during the period the Force Majeure Event continues.

9.3 Without limiting any other right of a Party under this Agreement or at common law, a Party may terminate this Agreement immediately by notice in writing if a Force Majeure Event occurs and continues for more than 130 Working Days.

10. ASSIGNMENT

Neither Party shall assign, transfer, mortgage, charge or encumber this Agreement or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the other (which is not to be unreasonably withheld or delayed). For the avoidance of doubt this clause is not intended to limit a Party's right to deal with any Intellectual Property Rights in the manner set out in this agreement.

11. WAIVER

Any failure by a Party to compel performance by the other Party of any of the terms and conditions of this Agreement will not constitute a waiver of those terms or conditions or diminish the rights arising from their breach.

12. RIGHTS AND REMEDIES

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

13. NOTICE AND PERMITTED PERSON(S)

13.1 Any notice, request or other communication to be given or served pursuant to this Agreement shall be in writing and addressed to the contact person for the other Party specified in clause 13.3 or such other person as a Party may notify the other Party from time to time.

13.2 A notice, request or other communication will be deemed to be received:

(a) if sent by pre-paid ordinary post within Australia, upon the expiration of five (5) Working Days after the date on which it was sent;

(b) if sent by pre-paid ordinary post outside Australia, upon the expiration of seven (7) Working Days after the date on which it was sent; or

(c) if transmitted electronically, upon receipt by the sender of an acknowledgment that the communication has been properly transmitted to the recipient.

13.3 For the purpose of this clause 13 and for other purposes throughout this Agreement, the Contact Person for each Party, and their details, are as shown in the Contact Persons Table at page 3; the CRS's Permitted Person(s) are as shown in the Permitted Person(s) Table at page 3.

14. ANNOUNCEMENTS

No Party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.

15. ENTIRE AGREEMENT

This Agreement:

(a) contains the entire agreement of the Parties; and

(b) supersedes all prior representations, conduct and agreements, with respect to its subject matter

16. VARIATION

Except as expressly provided in this agreement, no variation of this agreement shall be effective unless it is in writing and signed by the Parties.

17. SEVERANCE

17.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

17.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

18. NO PARTNERSHIP OR AGENCY

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, nor authorise any Party to make or enter into any commitments for or on behalf of any other Party.

19. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of New South Wales.

20. JURISDICTION

Each Party irrevocably agrees that the courts of New South Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

THE UNIVERSITY OF NEW SOUTH WALES		[INSERT NAME OF THE CRS INSTITUTION]	
Signed		Signed	
Print		Print	
Position		Position	
Date		Date	

SCHEDULES

SCHEDULE 1 - THE SERVICES

DATA INCORPORATION

1. The Data Incorporation process should be in accordance with the entirety of Clause 3.
2. UNSW will facilitate the transfer of CRS Data from the CRS to DPAU as set out in Schedule 4.
3. CRS Data will be transferred onto the DPAU, where it will be housed in its own environment, readily accessible by the CRS's Permitted Person(s), and only copies will be made available by DPAU for TPR purposes, subject to specific Data Access Application approval as set out in clauses 4.1 to 4.7 inclusive.
4. As referred to in Schedule 2, the CRS Data shall be provided to DPAU in a de-identified and non-re-identifiable form.
5. Following transfer of CRS Data to DPAU, DPAU will review and confirm that the data has been appropriately de-identified, which will involve checking for the following items:
    i. Names (participant, their relations, or doctors)
    ii. Contact information (email, phone number, physical address or postal address)
    iii. Date of birth
    iv. Date of death
    v. Other information that relates to an identified or identifiable individual
6. To the extent that the supplied CRS Data does include Personal Data, the terms of Schedule 2 shall apply.
7. Following completion of the check referred to in #5 above, DPAU will upload the CRS Data into a dedicated area within the DPAU SeRP.

CRS DATA MANAGEMENT

8. DPAU will manage CRS Data in accordance with the entirety of Clause 4.
9. If requested by CRS, DPAU will create accounts for the CRS's Permitted Person(s) in order to facilitate access to the CRS Data and to create ODR.
10. Upon approval as set out in clauses 4.1 to 4.7 inclusive, DPAU will create and manage user accounts for DPAU Users to access approved CRS data and create TPRs.
11. Key services that will be provided by DPAU include:
    i. Ensure that CRS Data is sufficiently managed in accordance with CRS's conditions (if any) before release of CRS Data by DPAU for creation of TPRs.
    ii. Follow an end-to-end project application and publications process (details of which are found on the DPAU website at www.dementiasplatform.com.au) in order to maintain the security and integrity of the CRS Data.
    iii. Organise CRS data files in a consistent manner, apply the standardised ontology, perform data curation and data harmonisation to increase productivity in the long-term.

SCHEDULE 2 - ANONYMISATION

As set in Clause 3.6, the CRS Data shall be provided to UNSW in a de-identified and non-re-identifiable form.

To the extent that the supplied CRS Data is found to include Personal Data **prior** to Data incorporation on the DPAU, the following terms shall apply:

1. UNSW shall promptly notify the CRS and provide relevant information.
2. UNSW shall make no independent use of that Personal Data.
3. UNSW shall promptly delete all copies of the CRS data found to contain Personal Data.
4. CRS shall provide UNSW de-identified data as soon as reasonably practicable.
5. In the instance the CRS does not have the capacity to perform the anonymization, potentially UNSW could provide such services where fees apply.

To the extent that the supplied CRS Data is found to include Personal Data **after** Data incorporation and distribution on the DPAU, the following terms shall apply:

6. UNSW shall promptly notify the CRS and provide relevant information.
7. UNSW shall make no independent use of that Personal Data.
8. UNSW shall promptly notify relevant DPAU Users and temporarily cease their access to their DPAU account.
9. In liaison with the CRS and relevant DPAU Users investigate the extent of identifiable information in the CRS data and jointly develop a plan to remedy.
10. DPAU and the CRS shall act on remedy plan as soon as reasonably practicable.

SCHEDULE 3 - DATA ACCESS AGREEMENT

SCHEDULE 4 - CONTRIBUTING RESEARCH STUDY DATA

[CRS to complete]

SCHEDULE 5 STUDY APPROVALS PANEL (SAP) - ROLE AND MEMBERSHIP

ROLE OF THE SAP

The SAP shall ensure that a TPR Applicant shall not be permitted access to CRS Data where, in the opinion of the SAP, acceptance of the request will result in a sufficiently low level of data that creates a risk that an individual could be identified through access to that data, including through access to that data in combination with other external data.

Further consideration will be given to analytic methodology, ethical approvals and funding; however, approvals are fully at the discretion of the SAP.

When a TPR Applicant requests data from multiple CRSs, each of those CRSs shall form its own SAP, and the role of each SAP will be limited to considering approval of the use of that CRS's data by the TPR Applicant. The SAP will be supported administratively by DPAU.

MEMBERSHIP OF THE SAP

The CRS has full control of the membership of the SAP that shall be formed. SAP would ordinarily consist of:

i. personnel of the CRS who are custodians of the data that has been requested,
ii. the relevant Principal Investigators, and
iii. other CRS personnel who have experience in research data governance.