



# Collaboration Agreement – The SADEY Project

## DETAILS

PARTIES	
<b>UNIVERSITY</b>	UNIVERSITY OF WOLLONGONG (ABN 61 060 567 686) of Northfields Avenue, University of Wollongong, NSW 2522, Australia.
<b>DATA CONTRIBUTOR</b>	<p><b>Name:</b> [INSERT FULL NAME OF BUSINESS/COMPANY] (ABN/ACN [INSERT ABN/ACN])</p> <p><b>Address:</b> [INSERT STREET ADDRESS]</p>
PARTICULARS	
<b>COMMENCEMENT DATE</b>	Date of last signature to this Agreement
<b>LICENSED DATA</b>	Data will include ActiGraph accelerometer data, demographic information, health and development outcome data, subjectively reported movement behaviour (sleep, electronic media use, physical activity) data, and other potentially relevant data from [INSERT] study conducted on children of the early years, including any metadata and Data Updates.
<b>DATE DATA TO BE PROVIDED</b>	[INSERT DATE]
<b>DATA UPDATES</b>	[OPTION 1: SPECIFY DATA UPDATE PROTOCOLS AND FREQUENCY OF UPDATES] OR [OPTION 2: No Data Updates]
<b>DATA FORMAT</b>	Data formats will be negotiated with the Data Contributor. The preference is for ActiGraph accelerometer data in .gt3x raw format but CSV and AGD in the rawest epoch format are also acceptable. Other data will typically be provided in a flat file and can be done so in a variety of file formats (e.g., CSV, Excel, SPSS, Stata, SAS, R). Data will be transferred via the secure and encrypted AARNet Cloudstor.
<b>PURPOSES</b>	<p>The Data Contributor will provide the Licensed Data for the following Purposes:</p> <ol style="list-style-type: none"> <li>1. Conduct of the ARC Project;</li> <li>2. Use by the University for research, educational, teaching or academic purposes, including Derivative Works and Scholarly Works; and</li> <li>3. Use by Data Contributors for research, educational, teaching or academic purposes, including Derivative Works and Scholarly Works; and</li> <li>4. Use by Third-Party User for research, educational, teaching or academic purposes, including Derivative Works and Scholarly Works,</li> </ol> <p>as further described in Schedule 1.</p>
<b>RESTRICTIONS</b>	Use limited to the Purposes in accordance with this Agreement, with no additional restrictions.



<b>ATTRIBUTION INFORMATION</b>	See details in Schedule 1.
<b>CONTACT DETAILS</b>	
<b>UNIVERSITY REPRESENTATIVE</b>	<b>Name:</b> Dr Dylan Cliff <b>Postal Address:</b> Building 23, Room 120, University of Wollongong, NSW, 2522 <b>Email:</b> dylan_cliff@uow.edu.au <b>Phone:</b> +61 2 4221 5929
<b>DATA CONTRIBUTOR REPRESENTATIVE</b>	<b>Name:</b> [INSERT CONTACT NAME] <b>Postal Address:</b> [INSERT POSTAL ADDRESS] <b>Email:</b> [INSERT CONTACT EMAIL] <b>Phone:</b> [INSERT CONTACT PHONE]

## BACKGROUND

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- A. The University is undertaking the SADEY Project, which aims to pool international data in order to provide generalisable evidence, from a large sample of children across diverse developmental outcomes, of the optimal daily levels and compositions of physical activity, sedentary behaviour and sleep for young children.
- B. The SADEY Project involves two stages. Firstly, the University will conduct the ARC Project, which will involve the development of the Database to assist in meeting the objectives of the ARC Project. Secondly, the Database will be made available to other users, firstly to contributors of data to the Database, and then to Third-Party Users, for the Purposes.
- C. The Data Contributor is a researcher representing a university, research institute/centre, government department, or equivalent, and wishes to contribute the Licensed Data to the University for the Purposes, in exchange for advanced access to each data release facilitated through the Database.
- D. The provision of the Licensed Data and the advanced access to each data release facilitated through Database will occur in accordance with the terms of this Agreement.

## TERMS

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### 1. DEFINITIONS

- 1.1 All capitalized terms used in this Agreement are defined in clause 21.2 or in the Details table starting on page 1.

### 2. TERM

- 2.1 This Agreement will commence on the Commencement Date and shall continue in effect unless terminated in accordance with clause 16.

### 3. PRINCIPLES OF COLLABORATION

#### RELATIONSHIP OF THE PARTIES

- 3.1 The Parties agree to work collaboratively in order to carry out the SADEY Project.
- 3.2 The Parties agree that:
  - (a) in relation to the SADEY Project, they do not carry on business in common with a view to joint profit and do not receive income jointly;
  - (b) the relationship between the Parties is collaborative and is limited to carrying out the SADEY Project so that, except as expressly stated otherwise in this Agreement, nothing contained in this Agreement constitutes any Party as agent, partner or trustee of any other Party, or creates any agency, partnership, joint venture or trust for any purpose whatsoever; and
  - (c) except as otherwise specifically provided for in this Agreement, a Party does not have any authority or power to act for, or to create or assume any responsibility, liability or obligation on behalf of the other Party.

#### NATURE OF RESEARCH

- 3.3 The Parties agree that:
  - (a) due to the inherently uncertain nature of research, the actual outcomes and results of the SADEY Project cannot be assured, nor does any Party warrant that the outcomes of the Project will be commercially valuable, patentable, reliable, safe or fit for any purpose; and
  - (b) no Party will be liable to another Party for any loss or damage arising by reason of its failure to perform work on time or within estimated costs, provided that such Party has used its reasonable endeavours in all respects in carrying out the SADEY Project.

#### CO-OPERATION

- 3.4 Each Party must provide:
  - (a) such assistance as may be reasonably required by the other Party to enable the SADEY Project to be diligently conducted; and
  - (b) such information reasonably required by the other Party to meet its business reporting requirements.

### 4. MANAGEMENT OF COLLABORATION

#### LEADERSHIP GROUP

- 4.1 The SADEY Leadership Group will consist of a geographically-diverse group of researchers with specialist expertise relevant to the implementation of the SADEY Project.
- 4.2 The parties expect that the term of each SADEY Leadership Group Member will be a minimum of three (3) years.
- 4.3 The SADEY Leadership Group Co-Chairs will have the final determination in all decisions made by the SADEY Leadership Group.

## **RESPONSIBILITIES**

- 4.4 SADEY Leadership Group Members will be expected to:
  - (a) attend meetings of the SADEY Leadership Group and provide advice to support decision-making about key project areas such as, but not limited to, policy/protocol development, ethics, data harmonization, database development, data sharing, and publication/dissemination;
  - (b) review and provide timely feedback on key documents related to the implementation of the SADEY Project, including but not limited to policies/protocols, ethics applications, and standard operating procedures; and
  - (c) promote the SADEY Project by seeking to recruit additional data contributors from their personal networks.
- 4.5 Some SADEY Leadership Group Members may also be called upon by the SADEY Leadership Group Co-Chairs to provide specialist advice based on their area of expertise or role.

## **MEETINGS**

- 4.6 Meetings may be convened by the SADEY Leadership Group Co-Chairs. Meetings will occur on a periodic basis, approximately every six (6) months, and will be held via videoconference. Any SADEY Leadership Group Member may request additional meetings, with the final determination to be made by the SADEY Leadership Group Co-Chairs.
- 4.7 Where practicable, and subject to the consent of each Member, each meeting will be recorded and made available to those SADEY Leadership Group Members who are unable to attend. Recordings of the meetings of the SADEY Leadership Group will be stored on the SADEY SharePoint site (or equivalent), which will be directly accessible by the SADEY Leadership Group Co-Chairs, the SADEY Project Manager, and SADEY PhD students.
- 4.8 At the discretion of the SADEY Leadership Group Co-Chairs, meetings may run in duplicate to cater to those SADEY Leadership Group Members in different time zones.
- 4.9 SADEY Leadership Group Members who do not consent to being recorded at meetings of the SADEY Leadership Group will be invited to provide feedback required under clause 4.4(b) of this Agreement either in writing or in a separate, non-recorded meeting, at the discretion of the SADEY Leadership Group Co-Chairs.

## **5. GRANT OF LICENCE**

- 5.1 The Data Contributor grants the University a non-exclusive, perpetual, worldwide, royalty-free, fee-free licence to:
  - (a) use, reproduce, adapt and communicate the Licensed Data solely for the Purposes;
  - (b) create, use, reproduce, adapt and communicate Derivative Works solely for the Purposes; and
  - (c) sub-licence its rights under paragraphs (a) and (b) above to a third party solely for the Purposes, provided that sub-licence is subject to terms no less onerous than those of this Agreement;subject to clauses 7 and 16, and any Restrictions relating to the Licensed Data.
- 5.2 The University acknowledges and agrees that it acquires only a right to use the Licensed Data and does not acquire any rights of ownership in the Licensed Data.

## **6. DELIVERY**

- 6.1 The Data Contributor shall provide, to the extent it is reasonably practicable to do so:
  - (a) the Licensed Data to the University on or before the date(s) specified in the Details;
  - (b) any updates to the Licensed Data (if any) at the frequency specified in the Details;
  - (c) the Licensed Data, and any updates to the Licensed Data, in the format and in the manner specified in the Details;
  - (d) the Licensed Data and any updates to the Licensed Data in accordance with the SADEY *Instructions for Data Contributors* and all relevant legislation;unless otherwise agreed by the Parties.
- 6.2 The Data Contributor shall only provide the Licensed Data under clause 6.1 if:

- (a) the collection of the Licensed Data had been ethically approved prior to its collection by an Approved Ethics Committee;
- (b) the proposed use of the Licensed Data will not interfere with the privacy of an individual;
- (c) the Data Contributor has obtained all consents from and/or notified all third parties as required under law and/or as required by the Approved Ethics Committee referred to in clause 6.2(a) to provide the Licensed Data in accordance with this Agreement; and
- (d) the provision and proposed use of the Licensed Data has been ethically approved by an Approved Ethics Committee.

## **7. USE OF LICENSED DATA**

7.1 The University agrees to:

- (a) only use the Licensed Data for the Purposes;
- (b) not copy the Licensed Data except as required to carry out the Purposes and to the extent permitted under this Agreement;
- (c) not disclose, sub-licence or transfer the Licensed Data to another person or entity without the Data Contributor's prior written consent, except to the extent required for the Purposes or permitted by this Agreement;
- (d) take reasonable steps to keep the Licensed Data secure and protect the Licensed Data from misuse, interference and loss and from unauthorised access, modification or disclosure;
- (e) comply with all Privacy Laws in relation to Personal Information collected or held in connection with this Agreement;
- (f) promptly notify the Data Contributor if it becomes aware of any unauthorised use of the Licensed Data or Derivative Works; and
- (g) include the Attribution Information with the Licensed Data and in or on all Publications.

7.2 Notwithstanding anything else in this Agreement, the University may:

- (a) disclose the Licensed Data and Derivative Works to its employees, honorary academics and students for the conduct of the Purposes; and
- (b) make sufficient copies of the Licensed Data as are reasonably required for operational and backup purposes, provided that any Attribution Information is reproduced in or on such copies.

## **8. PUBLICATION AND ACKNOWLEDGMENTS**

8.1 The University may publish Publications developed using or based on the Licensed Data, provided the University:

- (a) acknowledges the Data Contributor by inclusion of the Attribution Information, or such other statement agreed by the Parties; and
- (b) complies with the SADEY *Publication and Authorship Policy*.

8.2 In the event that any Publication of any work or any outcome or information arising from this Agreement may jeopardise an application for a registerable Intellectual Property right or otherwise limit the commercial potential of any exploitable Intellectual Property, the Parties agree to delay publication until such time as the identified jeopardy has passed.

8.3 The Parties must acknowledge the collaboration between the Parties as per the Attribution Information in Schedule 1 in all Publications, promotional and advertising material and public announcements related to the SADEY Project.

8.4 A Party may not use the name, trademark or logo of the Party without the prior written approval of an authorised representative of that Party.

## **9. ACCESS TO DATABASE**

9.1 In exchange for providing the Licensed Data to the University, the Data Contributor will be entitled to obtain advanced access to each release of data released via the Database.

9.2 Data releases will occur on a yearly basis, for a period determined by the SADEY Leadership Group.

9.3 Data Contributors will have a period of twelve (12) months advanced access to each release of data within the Database, at the end of which Third-Party Users will then be provided access to the same data release.

9.4 In order to be provided with the advanced data access, the Data Contributor must follow the application process outlined in the SADEY *Publication and Authorship Policy*.

9.5 As outlined in the SADEY *Publication and Authorship Policy*, other Data Contributors, Leadership Group members, and Data Users will be required to invite Data Contributors as collaborators and co-authors on their projects if their projects use data provided by the Data Contributor. Data Contributors will be able to accept or decline these invitations on a case-by-case basis.

## 10. INTELLECTUAL PROPERTY

- 10.1 Each Party's Background IP remains the property of the Party or its lawful licensor. Ownership of Background IP is not transferred by this Agreement.
- 10.2 Any commercial use or exploitation by a Party of the other Party's Background IP must be the subject of a separate written agreement.
- 10.3 Each Party warrants that its Background IP may be used for the purpose of the SADEY Project, subject to any limitations specified in this Agreement, without breaching any third party's Intellectual Property rights.
- 10.4 Any Intellectual Property developed by the University, including its employees, honorary academics or students, or a third party in the course of using the Licensed Data or any Derivative Works, including copyright in Scholarly Works, will be owned by the University, its employees, its honorary academics, its students, or the third party as the case may be, in accordance with the University's policies and the relevant sublicense with the third party.
- 10.5 Any request by the Data Contributor for a licence to use such Intellectual Property must be made in writing and will be given prompt and reasonable consideration by the University, subject to its policies.
- 10.6 Each Party must use its reasonable efforts to obtain from its representatives or students any consents in relation to their Moral Rights that may be reasonably necessary for the SADEY Project, including use of and exploitation of Intellectual Property if applicable.
- 10.7 Each Party acknowledges that authors of works may have Moral Rights and agrees not to act or fail to act in a way that may breach an author's Moral Rights in works arising under this Agreement, except to the extent consent has been obtained under clause 10.6.

## 11. PRIVACY

- 11.1 The Data Contributor acknowledges that the University is an organisation bound by the Privacy Laws in respect of Personal Information received or held in connection with this Agreement.
- 11.2 Each Party agrees to comply with all Privacy Laws, in relation to Personal Information collected or held in connection with this Agreement, whether or not that Party is an organisation bound by the Privacy Laws.

## 12. GOVERNMENT INFORMATION

- 12.1 The Parties acknowledge that the University may be required to disclose certain information concerning this Agreement in accordance with the *Government Information (Public Access) Act 2009* (NSW).

## 13. RECORD KEEPING AND REPORTING

- 13.1 Each Party must keep full and accurate records of the conduct of the SADEY Project. The Parties must retain all records for seven (7) years after the expiry or earlier termination of this Agreement.
- 13.2 The Data Contributor:
  - (a) acknowledges that the University may be required to submit progress and/or final reports to funding bodies or partners regarding the conduct of the SADEY Project; and
  - (b) agrees to promptly provide to the University such records, information, reports and assistance reasonably required by the University so that it may comply with its reporting requirements in accordance with the relevant funding contracts or conditions.

## 14. WARRANTIES

- 14.1 The Data Contributor warrants:
  - (a) it has the right and power to enter into this Agreement;
  - (b) it will perform its obligations under this Agreement in accordance with all applicable legislation, ordinances, rules, regulations and by-laws;
  - (c) it will take all necessary steps to ensure that representations and warranties given under this Agreement are not breached;
  - (d) it is not relying on any representation made by, or on behalf of, the University in entering into this Agreement, except any representation which is set out in this Agreement;
  - (e) it has the requisite skills, knowledge and capacity to comply with its obligations and manage the Licensed Data in accordance with the terms of this Agreement;
  - (f) it is aware that the Data Contributor is relying on these warranties in entering into this Agreement; and

(g) it controls rights in and to the Licensed Data sufficient to grant the University the licence and other rights granted in this Agreement.

14.2 The University warrants:

- (a) it has the right and power to enter into this Agreement;
- (b) it will perform its obligations under this Agreement in accordance with all applicable legislation, ordinances, rules, regulations and by-laws;
- (c) it will take all necessary steps to ensure that representations and warranties given under this Agreement are not breached;
- (d) it is not relying on any representation made by, or on behalf of, the Data Contributor in entering into this Agreement, except any representation which is set out in this Agreement;
- (e) it has the requisite skills, knowledge and capacity to comply with its obligations and manage the Licensed Data in accordance with the terms of this Agreement; and
- (f) it is aware that the Data Contributor is relying on these warranties in entering into this Agreement.

## 15. INDEMNITY

15.1 Each Party (**the Indemnifier**) indemnifies the other Party, its officers, employees and, where applicable, its students (**the Indemnified**) from and against any Loss incurred or suffered by the Indemnified arising from:

- (a) the Indemnifier's negligent or unauthorised use of the Licensed Data; or
- (b) a breach of this Agreement by the Indemnifier.

15.2 The indemnities in clause 15.1 are reduced proportionately to the extent that the loss, damage or liability arises from the Indemnified's negligent act or omission.

15.3 Neither Party will be liable for any special, indirect or consequential loss or damages arising under or pursuant to this Agreement (including without limitation for loss or profits or an anticipated saving or benefit).

## 16. TERMINATION

16.1 If either Party is in breach of this Agreement, the other Party may give notice:

- (a) specifying the breach; and
- (b) requiring the breaching Party to rectify the breach within ten (10) Business Days of the date of the notice.

16.2 If the breaching Party does not rectify the breach specified in the notice, the non-breaching Party may terminate the Agreement after the expiry of the notice.

16.3 Either Party may terminate this Agreement at its convenience and without cause by giving the other Party no less than ninety (90) days written notice.

## 17. CONSEQUENCES OF TERMINATION

17.1 The termination of this Agreement is without prejudice to any rights which have accrued to a Party before the date of termination.

17.2 On the termination of this Agreement, the University must, as soon as practicable:

- (a) stop using the Licensed Data;
- (b) delete or destroy all copies of the Licensed Data it holds, except to the extent that the Licensed Data is required for reporting, audit or statutory record keeping purposes

except where clause 17.3 applies.

17.3 In circumstances where a User of the Database has already published or intends to publish a Publication using the Licensed Data, the licence granted to the University under clause 5 survives for that particular Publication.

## 18. DISPUTE RESOLUTION

18.1 If any dispute arises out of, or in relation to this Agreement, a Party may not commence any court proceedings relating to the dispute unless that Party has complied with this clause, except where the Party seeks urgent interlocutory relief.

18.2 A Party claiming that a dispute has arisen under this agreement must give written notice to the other Party, specifying the nature of the dispute.

18.3 On receipt of that notice, the Parties must endeavour to resolve the dispute expeditiously using informal dispute resolution techniques such as negotiation, mediation or similar techniques agreed by the Parties.



- 18.4 If the Parties are unable to resolve the dispute informally in accordance with clause 18.3, a Party may provide notice to the other Party that it intends to commence formal discussions regarding dispute resolution.
- 18.5 If the Parties do not agree within ten (10) business days of receipt of the notice referred to in clause 18.4 (or such further period as agreed in writing by the Parties) as to:
- (a) the dispute resolution technique and procedures to be adopted;
  - (b) the location and timetable for all steps in those procedures; and
  - (c) the selection and compensation of the independent person required for such technique,
- then the Parties shall participate in a mediation process in Sydney, Australia, to be conducted in accordance with the Australian Disputes Centre's Guidelines for Commercial Mediation. The mediation will be conducted in the English language.
- 18.6 Each Party must continue to perform its obligations under this agreement, notwithstanding the existence of a dispute.

## **19. NOTICES**

- 19.1 A notice in connection with this Agreement must be in writing and sent to the address of the receiving Party in the Details or to such other address or person as may from time to time be notified in writing by the other Party.

## **20. GENERAL**

### **ENTIRE AGREEMENT**

- 20.1 This Agreement supersedes all previous oral or written communications, understandings or agreements between the Parties in respect of its subject matter and embodies the entire agreement between the Parties.

### **GOVERNING LAW AND JURISDICTION**

- 20.2 This Agreement will be interpreted under and governed by the laws of New South Wales, Australia.
- 20.3 The Parties submit to the exclusive jurisdiction of the courts of New South Wales, Australia and any courts that may hear appeals from those courts in respect of any proceedings in connection with this Agreement.

### **VARIATION**

- 20.4 A variation of this Agreement must be in writing and signed by an authorised representative of each Party.

### **ASSIGNMENT**

- 20.5 A Party must not assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party.

### **RELATIONSHIP**

- 20.6 This Agreement does not create any legal partnership, trust, joint venture, agency or employee relationship between the Parties. A Party may not enter into any agreement or incur any liabilities on behalf of the other Party and may not represent to any person that it has authority to do so.

### **WAIVER**

- 20.7 No failure or delay by either Party to exercise a right or remedy under this Agreement shall be construed or operate as a waiver of that right or remedy. A right or remedy under this Agreement can only be waived by notice in writing signed by the Party waiving the right. A waiver by one Party under this clause does not prejudice its rights in respect of any subsequent breach of this Agreement by the other Party.

### **SIGNATORIES**

- 20.8 Each Party warrants that its signatories to this Agreement have authority to enter into this Agreement on behalf of that party.

### **NO DISADVANTAGE**

- 20.9 No part of this Agreement is to be construed to the disadvantage of a Party because that Party was responsible for its preparation.

### **EXECUTION**

#### *20.10 Counterparts*

This Agreement may be executed by each Party separately executing a counterpart and exchanging those counterparts. The counterparts together will constitute one legally binding agreement.

#### *20.11 Countersignature of Electronic Copy*



This Agreement may be executed by:

- (a) one party signing this Agreement and sending a scan of that signed version to the other Party by electronic means; and
- (b) the second Party countersigning the copy of the Agreement signed by the first Party, at which point the Agreement becomes binding.

#### 20.12 *Electronic Delivery*

Delivery of a signed copy of this Agreement by electronic means will have the same effect as delivering a signed original.

### **SEVERABILITY**

20.13 If any provision of this Agreement is held to be invalid, unenforceable or illegal for any reason, the validity, enforceability or legality of the remaining provisions of this Agreement will not in any way be affected or impaired unless the severing of those provision/s materially alters the nature or material terms of this Agreement. The Agreement must be read in a manner which as close as possible gives effect to the original intent of the Parties.

### **SURVIVAL**

20.14 Clauses 5.1, 8, 10, 15, 17.1, 20.2 and 20.3 and any accrued right survive expiry or earlier termination of this Agreement.

## **21. INTERPRETATION**

21.1 In this Agreement, unless the contrary intention appears:

- (a) terms used in the first column of the Details have the meaning attributed to them in the second column of the Details;
- (b) words referring to gender include any other gender;
- (c) words in the singular include the plural and words in the plural include the singular;
- (d) clause headings are inserted for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
- (e) reference to any agreement or document is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time, except to the extent prohibited by this Agreement or that other agreement or document;
- (f) reference to any legislation or to any provisions of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it;
- (g) reference to the word “including” is not to be construed as an expression of limitation;
- (h) reference to a right or obligation or any two or more persons confers that right or imposes that obligation jointly and severally;
- (i) words referring to a person include a partnership and a body whether corporate or otherwise;
- (j) reference to conduct includes any omission or negligent act;
- (k) where any conflict arises between the terms and conditions contained in this Agreement and any part of the Schedule (and attachments if any), the terms and conditions of the Agreement prevail; and
- (l) where an act is required to be performed or a payment required to be made on a day that is not a business day, the act will be required to be performed or the payment required to be made on the following business day.

21.2 In this Agreement:

- (a) **Agreement** means this document including these Terms, the Details, the Schedule and any attachments or annexures;
- (b) **Approved Ethics Committee** means an ethics committee approved by the University;
- (c) **ARC Project** means the Australian Research Council Discovery Project titled ‘Identifying optimal daily levels of movement behaviours in early childhood’, project ID DP200102008;
- (d) **Background IP** means any pre-existing or independently developed Intellectual Property owned or held by a Party that is made available for the purposes of the SADEY Project;
- (e) **Business Day** means any day that is not a Saturday, Sunday or public holiday in New South Wales, Australia;
- (f) **Claim** means any claim, action, proceeding or demand by a third party and whether at common law, in equity, pursuant to statute or otherwise;
- (g) **Database** means the Sleep and Activity Database for the Early Years, being the data platform designed to provide data to researchers, as designed as part of the ARC Project;

- (h) **Derivative Work** means material in any form created by editing, modifying or adapting the Licensed Data, a substantial part of the Licensed Data, or the Licensed Data and other data. For the avoidance of doubt, Derivative Work does not include Scholarly Works;
- (i) **Exploit** includes:
- (i) the meaning ascribed to that word in the *Patents Act 1990* (Cth); and
  - (ii) commercial use of Intellectual Property,
- and **Exploitation** and **Exploitable** will be similarly construed;
- (j) **Intellectual Property** includes all intellectual property rights including but not limited to:
- (i) copyright, future copyright, patents, trade/business or company names, registered and unregistered trade marks, registered and registrable designs, trade secrets, know-how, rights in relation to circuit layouts and all other rights of intellectual property as recognized by the law in force in New South Wales, Australia; and
  - (ii) any application or right to apply for registration of any of the rights referred to in clause 21.2(i)(i), but for the avoidance of doubt, excludes Moral Rights and similar non-assignable personal rights of any person.
- (k) **Loss** means any damage, expense, liability, loss, including reasonable legal costs or expenses arising on a solicitor/client basis, incurred by or awarded against a Party in defending, satisfying or settling any Claim;
- (l) **Moral Rights** means, in relation to an author:
- (i) a right of attribution of authorship;
  - (ii) a right not to have authorship falsely attributed; or
  - (iii) a right of integrity of authorship.
- (m) **Party** means either the University or the Data Contributor as the context requires and **Parties** means both the University and Data Contributor;
- (n) **Personal Information** means information or an opinion (including information or an opinion forming part of a database and whether or not recorded in a material form) about an individual whose identity is apparent or can be ascertained from the information or opinion and includes an individual's health information;
- (o) **Privacy Laws** means:
- (i) the *Privacy and Personal Information Protection Act 1998* (NSW), the *Health Records and Information Privacy Act 1998* (NSW) and any other privacy-related legislation (to the extent that such other legislation applies to a Party) from time to time in force in any Australian jurisdiction; and
  - (ii) where the Data Contributor is located within the European Union, the *General Data Protection Regulation* Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016;
- (p) **Publication** means in-progress and finalised Derivative Works and Scholarly Works;
- (q) **SADEY Instructions for Data Contributors** means the document provided at Annexure B, as amended from time to time;
- (r) **SADEY Leadership Group** means the collective of the SADEY Leadership Group Members and the SADEY Leadership Group Co-Chairs, as governed by the *SADEY Leadership Group Terms of Reference*, as amended from time to time;
- (s) **SADEY Leadership Group Co-Chairs** means both Dr Dylan Cliff (University of Wollongong, Australia) and Professor Ian Janssen (Queen's University, Canada), or as otherwise notified from time to time;
- (t) **SADEY Leadership Group Members** means Professor Tim Olds (University of South Australia, Australia), Dr Esther van Sluijs (University of Cambridge, United Kingdom), Professor Mark Tremblay (University of Ottawa, Canada), Associate Professor Janette Green (University of Wollongong, Australia), Professor Catherine Draper (University of the Witwatersrand, South Africa), Associate Professor Fan Jiang (Shanghai Children's Medical Centre, China), Professorial Researcher Rute Santos (University of Porto, Portugal & Portuguese Directorate-General of Health), Associate Professor Diego Augusto Santos Silva (Federal University of Santa Catarina, Brazil), or as otherwise notified from time to time;
- (u) **SADEY Publication and Authorship Policy** means the document provided at Annexure A, as amended from time to time;

- (v) **SADEY Project** means both the ARC Project and the Database;
- (w) **Scholarly Work** means any journal article, conference paper, book or book chapter, student thesis, or other text of an academic nature, developed using or based on the Licensed Data;
- (x) **Third-Party User** means a party who has not contributed any Licensed Data to the SADEY Project, but is approved by the University to undertake the Purposes; and
- (y) **User** means either the University, the Data Contributor, a data contributor under an additional collaboration agreement, a Third-Party User, or a collection of these parties, as the circumstances require.

## EXECUTED AS AN AGREEMENT

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**EXECUTED** for and on behalf of **UNIVERSITY OF WOLLONGONG (ABN 61 060 567 686)**  
by its authorised representative, who warrants by his or her signing that he or she has authority to sign this Agreement

Name of Authorised Representative →

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Signature of Authorised Representative →

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Name of Witness →

---

Signature of Witness →

---

Date of Signature →

---

### **[WHERE THE DATA CONTRIBUTOR IS A COMPANY (DELETE WHERE NOT APPLICABLE)]**

**EXECUTED** for and on behalf of  
**[INSERT COMPANY NAME] (ACN [INSERT COMPANY ACN])**  
pursuant to section 127(1) of the *Corporations Act 2001* (Cth)

---

Signature of Director

---

Signature of Director/Company Secretary

---

Name of Director

---

Name of Director/Company Secretary

---

Date of Signature

---

Date of Signature

### **[WHERE THE DATA CONTRIBUTOR IS AN INCORPORATED ASSOCIATION (DELETE WHERE NOT APPLICABLE)]**

**EXECUTED** for and on behalf of  
**[INSERT INCORPORATED ASSOCIATION NAME] (ABN [INSERT INCORPORATED ASSOCIATION ABN])**  
pursuant to section 22(1) of the *Associations Incorporation Act 2009* (NSW)

---

Signature of Authorised Representative

---

Signature of Authorised Representative

---

Name of Authorised Representative

---

Name of Authorised Representative

---

Date of Signature

---

Date of Signature

**[WHERE THE DATA CONTRIBUTOR IS AN INDIVIDUAL (DELETE WHERE NOT APPLICABLE)]**

**SIGNED** by [INSERT DATA CONTRIBUTOR'S NAME (ABN [INSERT ABN])], who warrants by his or her signing that he or she has authority to sign this Agreement

Signature of Authorised Representative →

---

Name of Witness →

---

Signature of Witness →

---

Date of Signature →

---

**[WHERE THE DATA CONTRIBUTOR IS A NOT A COMPANY (DELETE WHERE NOT APPLICABLE)]**

**EXECUTED** for and on behalf of [INSERT DATA CONTRIBUTOR'S NAME (ABN [INSERT ABN])]  
by its authorised representative, who warrants by his or her signing that he or she has authority to sign this Agreement

Name of Authorised Representative →

---

Position of Authorised Representative →

---

Signature of Authorised Representative →

---

Name of Witness →

---

Signature of Witness →

---

Date of Signature →

---

## SCHEDULE 1

<p><b>LICENSED DATA</b></p>	<p>[WHERE NOT SPECIFIED IN THE DETAILS, IDENTIFY AND DESCRIBE THE DATA, METADATA, RECORDS OR OTHER INFORMATION TO BE PROVIDED BY THE DATA CONTRIBUTOR]</p>
<p><b>PURPOSES</b></p>	<p>The Data Contributor will provide the Licensed Data for the following Purposes:</p> <ol style="list-style-type: none"> <li>1. Conduct of the ARC Project;</li> <li>2. Use by the University for research, educational, teaching or academic purposes, including Derivative Works and Scholarly Works; and</li> <li>3. Use by Data Contributors for research, educational, teaching or academic purposes, including Derivative Works and Scholarly Works; and</li> <li>4. Use by Third-Party User for research, educational, teaching or academic purposes, including Derivative Works and Scholarly Works.</li> </ol> <p>The University, Data Contributor, and Third-Party User may use the Licensed Data for research, educational, teaching or academic purposes. This includes:</p> <ul style="list-style-type: none"> <li>• creation of Derivative Works, publication of Scholarly Works and development of models;</li> <li>• collaborative and applied research and development activities that are internally funded or funded by the Commonwealth or a State or Territory government or by a philanthropic or charitable organisation under a funding agreement, which does not transfer Intellectual Property rights in the results of that research to the funding party.</li> </ul>
<p><b>ATTRIBUTION INFORMATION</b></p>	<p>The University and the Data Contributor are bound by the SADEY <i>Publication and Authorship Policy</i>, as attached in Annexure A and amended from time to time.</p> <p>The University and the Data Contributor must attribute the Australian Research Council in all publications as follows: <i>The SADEY project was supported by the Australian Government through the Australian Research Council’s Discovery Projects funding scheme (project: DP200102008). The views expressed herein are those of the authors and are not necessarily those of the Australian Government or Australian Research Council.</i>”</p>

**ANNEXURE A**

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**SADEY PUBLICATION AND AUTHORSHIP POLICY**



**ANNEXURE B**

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SADEY INSTRUCTIONS FOR DATA CONTRIBUTORS