

Data Transfer Agreement (AURIN Supplying)

Parties			
“We” or “Us” or “Our”	The University of Melbourne Parkville, VIC 3010 ABN 84 002 705 224	“You” or “Your”	The individual seeking access to the Data and, where applicable, the organisation on whose behalf that individual is accessing the Data.
Department/School/Institute:	Australian Urban Research Infrastructure Network (AURIN).		
AURIN Contact:	Attention: Pascal Perez, Director, AURIN Project The University of Melbourne VIC 3010		
Details			
Project Title	As described in Your application for the Data		
Data	Domain Data We provide to you under this Agreement		
Format	As agreed by the Parties.		
Purpose	Use of the Data is limited to: (a) applied research (including academic publication); and (b) development of internal, non-commercial proof-of-concepts (POCs), in each case strictly for internal purposes and not for commercial use.		
Attribution	The Data includes information licensed via Domain and is subject to: - Domain API Terms and Conditions: https://www.domain.com.au/group/api-terms-and-conditions/ - Domain Copyright Notices and Third Party Terms: https://www.domain.com.au/group/copyright-notices-3rdparty-terms/		
Delivery Date	Upon execution		
End Date	12 months from the Delivery Date or as agreed by the Parties in writing		

By clicking ‘I accept’ the Parties agree to be bound by the attached Agreed Terms.

Agreed Terms

1. Supply of the Original Data

We agree to supply the Data to You for the Purpose on these Agreed Terms.

2. Ownership and Licence

- (a) We retain ownership of the Data, and all Intellectual Property rights in the Data.
- (b) We grant to You a royalty-free, non-exclusive, non-transferable, non-sublicensable (except to End Users within your organisation), revocable licence to access and use the Data via the AURIN Infrastructure solely for the Approved Purpose and subject to these Agreed Terms.
- (c) This licence is subject to, and limited by, third party data source terms applicable to the Data, including those imposed by Domain and its licensors.

3. Your use of the Data

- (a) You agree:
 - (i) to only store, handle and use the Data for the Purpose, in compliance with all applicable laws and regulations, including, for example, those relating to privacy;
 - (ii) to treat the Data as Our Confidential Information and take all reasonable steps to keep the Data secure and Confidential, and to protect the Data from misuse and unauthorised access;
 - (iii) to ensure that all necessary and relevant ethics and regulatory approvals are in place for the Purpose before You use the Data, and to comply with such approvals at all times;
 - (iv) to ensure the Data is only used by You or at Your organisation by End Users directly involved in the Purpose; and
 - (v) if You are an organisation (i.e. a body corporate), Your End Users will be required to agree to the Terms of Use prior to obtaining access to and using the Data;
 - (vi) if You are an individual (i.e. a natural person) and not an organisation, You will be required to agree to the Terms of Use and satisfy Our reasonable registration and approval procedures prior to obtaining access to and using the Data; and not to transfer the Data

to anyone else or, if You are an organisation, outside Your organisation without Our prior written consent.

(b) You must:

- (i) comply with all applicable third party terms incorporated into the Data, including:
 - (A) the Domain API Terms and Conditions; and
 - (B) the Domain Copyright Notices and Third Party Terms,as varied by the agreement between Domain and the University of Melbourne (AURIN);
- (ii) You agree to comply with those terms as applicable to end users and as summarised in Schedule 1 (Domain Terms – End User Application);
- (iii) where those terms impose obligations on AURIN as “Customer”, those obligations will apply to You only to the extent expressly reflected in this Agreement and Schedule 1.
;
- (iv) only use the Data for the Approved Purpose;
- (v) not use the Data for any commercial purpose;
- (vi) not provide access to the Data to any third party outside your organisation or Node without Our prior written consent;
- (vii) ensure that all End Users comply with these Agreed Terms.
- (viii) You must not, and must ensure that your End Users do not:
- (ix) use the Data for direct marketing, profiling or commercial exploitation;
- (x) attempt to identify individuals or derive personal information from the Data (where applicable);
- (xi) enable access to the Data by any competitor of Domain or any commercial entity without approval.

- (c) You must not:
 - (i) provide access to the Data to any third party;
 - (ii) share the Data outside your organisation;
 - (iii) integrate the Data into any external platform or service.

4. Proof of Concepts and Intellectual Property

- (a) All Intellectual Property Rights in any Proof of Concepts developed using the Data will be owned by Us:
 - (i) You assign (and agree to assign) to Us all rights, title and interest in such Proof of Concepts;
 - (ii) no Intellectual Property Rights in the Data are transferred to You;
- (b) Domain and its licensors retain all rights in the underlying data; and
- (c) You must not commercialise, licence or otherwise exploit any Proof of Concept.

5. Commercialisation

You must not:

- (a) commercialise any Proof of Concept;
- (b) test, pilot or deploy any Proof of Concept with any third party;
- (c) provide demonstrations to external parties, without Our prior written approval.

6. Risk

- (a) You acknowledge that the Data includes third party data provided “as is” and subject to third party disclaimers, and that We do not warrant its accuracy, completeness or fitness for purpose.
- (b) We make no representations and, to the extent permitted by law, exclude all express or implied warranties regarding the merchantability or fitness for a particular purpose, or that the use of the Data will not infringe any patent, copyright, trade mark, or other proprietary rights.
- (c) You use the Data at Your own risk. Except to the extent prohibited by law, You assume all liability for damages which may arise from Your use, storage or disposal of the Data. We will not be liable to You for any loss, claim or demand made

by You, or made against You by anybody else, due to or arising from Your use of the Data, except to the extent permitted by law when caused by Our gross negligence or wilful misconduct.

7. Indemnity

You indemnify Us against any loss, damage, liability or expense arising from or in connection with:

- (a) Your use of the Data;
- (b) any breach of this Agreement; or
- (c) any breach of applicable third party terms (including the Domain API Terms and Conditions and Copyright Notices and Third Party Terms).

8. Publications

- (a) You agree to appropriately acknowledge Us as the source of the Data in all publications in connection with the Data and published derivative works based on the Data, in accordance with the Attribution Information or otherwise using wording that We have approved.
- (b) You must comply with all attribution, disclaimer and notice requirements applicable to the Data, including those specified by Domain and its third party licensors, as notified by Us from time to time.
- (c) For clarity, You must comply with the attribution, disclaimer and notice requirements specified in the Domain Copyright Notices and Third Party Terms
[\(https://www.domain.com.au/group/copyright-notices-3rdparty-terms/\)](https://www.domain.com.au/group/copyright-notices-3rdparty-terms/)

9. Confidentiality and Privacy

- (a) Each party (**Receiver**) agrees to keep the party's (**Discloser**) Confidential Information confidential for a period of five years from the expiry or termination of these Agreed Terms, unless strictly required otherwise by law.
- (b) The Receiver will only use the Discloser's Confidential Information for the purpose of these Agreed Terms and will limit access to those of its personnel reasonably required to know the Confidential Information for that purpose.
- (c) The Receiver will promptly notify the Discloser if it becomes aware of any unauthorised disclosure of the Discloser's Confidential Information or if it

is required by law to disclose the Discloser's Confidential Information.

- (d) On the expiry or termination of these Agreed Terms, the Receiver will promptly destroy or return to the Discloser (at the Discloser's option) the Data and any documents embodying the Discloser's Confidential Information, unless otherwise agreed between the parties in writing.
- (e) The Receiver will not be required to delete or destroy any electronic back-up files that have been created solely by its automatic or routine archiving and back-up procedures or records that it is required to keep under its policies and processes regarding the retention and management of research data.
- (f) Both parties must comply with all applicable legislation regarding the handling of personal information and data, including the *Privacy and Data Protection Act 2014* (Vic) and the Information Privacy Principles contained in that Act, the *Health Records Act 2001* (Vic) and the Health Privacy Principles contained in that Act, and any applicable approved privacy code.

10. Branding

Other than the Attribution Information, neither party may use, or authorise anyone else to use, the other party's name, brand and/or logo without the other party's express written permission.

11. Dispute resolution

If a dispute arises between the parties in relation to these Agreed Terms, then the parties agree to negotiate in good faith on a commercially realistic basis to resolve the dispute. If a dispute cannot be resolved by negotiation within 30 days of one party notifying the other in writing of the issue(s) in dispute, the matter must be referred to an agreed alternative dispute forum in Melbourne, Victoria before commencing any legal proceedings (other than interlocutory proceedings) in relation to the dispute.

12. Term, termination and suspension

- (a) These Agreed Terms start on the date they are signed by both parties and will end on the End Date specified in the cover page.
- (b) We may suspend or terminate Your access to the Data immediately by written notice where:

- (i) required by a third party data provider (including Domain);
- (ii) required by law or regulatory authority; or
- (iii) You breach these Agreed Terms.

- (c) Either party may terminate these Agreed Terms by written notice to the other if the other breaches the Agreed Terms and that breach is not remedied within 30 days after receipt of a notice in writing to remedy the breach.
- (d) On expiry or termination of these Agreed Terms, You must (at Your own cost) return or destroy all remaining Data according to Our reasonable instructions.
- (e) Clauses 2(a), 6, 8, 9, 10, 11 and 12(d) survive the expiration or termination of this Agreement, along with any provision which by its nature is intended to so survive.

13. General

- (a) These Agreed Terms are subject to the laws of the State of Victoria, Australia.
- (b) A party must not assign or otherwise transfer rights and obligations under these Agreed Terms to anyone else without the consent of the other party, which consent must not be unreasonably withheld.
- (c) These Agreed Terms override all prior written agreements between the parties in respect of the Data transfer.
- (d) These Agreed Terms may only be changed if both parties agree to do so in writing signed by both parties.
- (e) Both parties must do all such further acts, and execute such further documents and instruments, as may be necessary to give full effect to the rights and obligations under these Agreed Terms.
- (f) Separate copies of these Agreed Terms may be signed by each party, each of which will be an original (including if the copy is electronic), and all signed copies will together constitute one document.
- (g) Any notice or other communication required to be given under these Agreed Terms must be provided in writing to the UoM Contact or Your Contact (as appropriate).

- (h) Where third party terms refer to “Customer”, that reference is to the University of Melbourne (AURIN), and not to You, except where obligations are expressly imposed on end users under this Agreement.

14. Definitions

In these Agreed Terms, capitalised words have the meaning given in the cover page or as set out below:

Attribution Information means :

- (a) the attribution information and copyright notices set out on the AURIN website; and
- (b) all attribution, disclaimer and notice requirements applicable to the Data, including those set out in:
 - Domain API Terms and Conditions (<https://www.domain.com.au/group/api-terms-and-conditions/>); and
 - Domain Copyright Notices and Third Party Terms (<https://www.domain.com.au/group/copyright-notices-3rdparty-terms/>),

as amended from time to time and as notified by Us.

AURIN Infrastructure means infrastructure managed by AURIN as controlled and administered by the Licensor such as the ‘AURIN Data Provider’ available at <<https://aurin.org.au/resources/aurindataprovider/>>.

Commercial Purposes means the sale, lease, licence or transfer of the Data or the use of the Data for contract research, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, licence or transfer of the Data to a for-profit organisation. Industrially sponsored academic research shall not be considered use of the Data for commercial purposes unless the criteria outlined above in this definition are met.

Confidential Information means information disclosed by a Discloser to a Receiver under these Agreed Terms which is identified as confidential at the time of the disclosure and for the avoidance of any doubt, includes the Data. Disclosures are not confidential if the information disclosed is: (a) publicly available; (b) rightfully known to the other before disclosure; or (c) independently created by the other without access to the disclosed information.

Data means data being transferred and related information, supplied by Us under these Agreed Terms, as described in the cover page.

End Users means end users who have met Our reasonable registration and approval procedures, and have agreed to the Terms of Use.

Intellectual Property means all rights resulting from intellectual activity whether capable of protection by statute, common law or in equity and including copyright, discoveries, inventions, patent rights, registered and unregistered trade marks, design rights, circuit layouts and plant varieties and all rights and interests of a like nature including but not limited to methods and techniques, together with any documentation relating to such rights and interests whether registered or unregistered and existing in Australia or elsewhere in the world.

Proof of Concept (POC) means an initial, non-commercial version of a product, model or tool developed to test concepts, validate hypotheses or assess user needs, and not intended for commercial release.

Purpose has the meaning given in the Details section.

Terms of Use means the terms of use for AURIN Infrastructure in the form set out in Schedule 2, as amended from time to time and available on the AURIN website at <<https://aurin.org.au/legal/aurin-terms-of-use/>>.

You or Your means:

- (a) the individual seeking access to the Data; and
- (b) where applicable, the organisation on whose behalf that individual is accessing the Data,

as identified in the Details.

Agreed Terms

Schedule 1 – Domain Terms (End User Application)

1. Application

This Schedule summarises key obligations derived from the Domain API Terms and Conditions and Copyright Notices and Third Party Terms, as modified for application to end users.

References to “Customer” in those terms are to the University of Melbourne (AURIN), except where obligations are expressly imposed on end users.

2. Permitted Use

You may only use the Data:

- for research and non-commercial proof-of-concept purposes;
- for internal purposes only;
- in accordance with this Agreement.

You must not use the Data for any commercial purpose.

3. Proof of Concepts and Commercialisation

You must not:

- commercialise any Proof of Concept;
- use any Proof of Concept for commercial release;
- provide any Proof of Concept to a third party for commercial purposes,

without prior written approval from AURIN.

Any proposed commercialisation may require approval from Domain or its licensors.

4. Intellectual Property

- All rights in the Data remain with Domain and its licensors.
- You obtain no ownership rights in the Data.
- Ownership of Proof of Concepts is as set out in this Agreement.

5. Restrictions on Use

You must not:

- use the Data for direct marketing, profiling or targeting;
- attempt to identify individuals from the Data;
- enable access to the Data by any competitor of Domain;
- provide access to the Data to any unauthorised third party.

6. Attribution and Notices

You must comply with all attribution, disclaimer and notice requirements applicable to the Data, including those specified by Domain and its licensors.

7. No Warranty

The Data is provided “as is”.

To the extent permitted by law, no warranties are given as to accuracy, completeness or fitness for purpose.

8. Suspension of Access

Access to the Data may be suspended or terminated where required by Domain or its licensors.