

RAiD Service user agreement

Parties

UQ **The University of Queensland ABN 63 942 912 684**
a body corporate constituted under the *University of Queensland Act 1998* (Qld) as represented by Research Data Services

of Brisbane, Queensland 4072

User [Insert name and ACN]

of [Insert address]

Background

- A The User wishes to use the RAiD Service for the Permitted Use.
- B UQ agrees to grant to the User a licence to use the RAiD Service for the Permitted Use on the terms of this agreement.

Operative terms

1 Definitions and interpretation

1.1 Definitions

In this agreement:

Anonymised Aggregate Data means de-identified administrative or statistical data derived from the User's use of the RAiD Service.

Intellectual Property means all industrial and intellectual property rights anywhere in the world, whether registered or unregistered, including patent rights, trade mark rights, copyright, moral rights, plant breeders' rights and rights in relation to inventions, trade names, business names, company names, indications of origin, designs, plant varieties, semiconductors, circuit layouts, confidential information or knowhow, any right of registration of such rights and all other intellectual property as defined in article 2 of the *Convention Establishing the World Intellectual Property Organisation 1967*.

RAiD means the Research Activity Identifier, an internationally accessible, unique and persistent digital identifier for research projects and activities

RAiD Service means the Research Activity Identifier (which is an internationally accessible, unique and persistent digital identifier for research activities); the RAiD Application Programming Interface; and all applicable database rights, software and related trademarks

Permitted Use means integration of the RAiD Service with the users own platform/software and the creation of RAiD handles for the User

Term means the period from the date the last party signs this agreement until 31 December 2017. After 31 December 2017 this agreement will be automatically extended on an annual basis unless terminated.

1.2 Interpretation

In this agreement:

- (a) no rule of construction applies to the disadvantage of the party that drafts this agreement on the basis that the party suggested the relevant drafting;
- (b) references to a party mean UQ or the User and references to the parties mean both UQ and the User; and
- (c) words such as "includes" and "including" do not impose any limitation on the construction of general language that is followed by specific examples.

2 Licence

2.1 Grant of licence

Subject to the User's compliance with clause 3, UQ grants to the User a non-exclusive, non-transferable, non-sublicensable licence to use the RAiD Service for the Permitted Use for the Term.

2.2 No assignment

2.3 For the avoidance of doubt, nothing in this agreement is intended to grant ownership of the RAiD Service or any rights including Intellectual Property rights in connection with the RAiD Service to the User. Updating and maintenance of RAiDs

- (a) The User acknowledges that it is solely responsible for the ongoing updating and maintenance of each RAiD it creates.
- (b) The User may deposit and edit data in the RAiD provided that where applicable, the owner of that data has granted the User the authority to do so.
- (c) The User may only deposit/edit data that, to the best of its knowledge at the time of deposit/edit, is true and correct and, where applicable, associated with the owner of that data.
- (d) If the User deposits/edits any links to articles, blogs, data sets or other work in the RAiD Service, the User will do so in a manner that does not infringe the intellectual property rights of any third party.

2.4 User acknowledgement

The User acknowledges and agrees that UQ has the right to use and publish Anonymised Aggregate Data derived from the RAiD Service.

2.5 Data Searching

2.6 The User will have access to any data which the User has created or has been granted authority to access. Technical support

The User will have access to technical support via the email info@raid.org.au.

3 Use of RAiD Service

3.1 Requirements

The User must:

- (a) attribute ownership of the RAiD Service to UQ when using the RAiD Service;
- (b) do all things necessary to preserve the integrity and security of the RAiD Service and to protect the RAiD Service from any modification, defacement or disparaging treatment; and
- (c) immediately comply with any reasonable direction or request of UQ in respect of the RAiD Service.

3.2 Restrictions

The User must not:

- (a) use the RAiD Service for any purpose other than the Permitted Use;
- (b) deal with the RAiD Service in any way that may adversely affect or bring into disrepute UQ or any of its related entities, employees, students;
- (c) sublicense, transfer or redistribute the RAiD Service to any third party or otherwise deal with the RAiD Service; or
- (d) use the RAiD Service for or in connection with any unlawful purpose.

3.3 Withdrawal of licence

If the User does not comply with the terms of this agreement (including this clause 3) then the licence granted under clause 2.1 is automatically revoked.

4 Termination

4.1 Termination for breach

UQ may terminate this agreement by immediate notice to the User if, in the opinion of UQ, the User has breached any term of this agreement.

4.2 Termination for convenience

Either party may terminate this agreement for convenience by three month's written notice to the other party.

4.3 Removal of RAiD Service

- (a) Subject to subclause 4.3(b), the User must remove the RAiD Service immediately upon the termination of this agreement or expiration of the Term and notify UQ in writing of removal of the RAiD Service from the User's platform or service.
- (b) The removal of the RAiD Service from the User's platform or service does not apply to RAiDs generated by the User using the RAiD Service.

4.4 Acknowledgement

The User acknowledges that:

- (a) the licence granted under clause 2.1 ceases upon termination of this agreement; and
- (b) UQ may exercise its rights to terminate this agreement without considering the impact of the termination on the User.

5 Warranty and Liability

5.1 No warranty

The User acknowledges that:

- (a) UQ provides the RAiD Service without warranty or liability and does not accept responsibility for any loss or damage resulting from its use;
- (b) In particular, UQ makes no warranty or representation that the RAiD Service will meet the User's requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate; and
- (c) to the fullest extent permitted by law, UQ, its employees, contractors and agents exclude any warranty, either express or implied as to the merchantability, fitness for purpose, accuracy, currency or comprehensiveness of any services forming part of, or provided in connection with, this agreement, and limits its liability under any condition or warranty which cannot be excluded legally to supplying the services again (at the option of UQ).

5.2 Limitation of Liability

To the maximum extent permitted by law, UQ accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, arising from the use of the RAiD Service.

6 Privacy

The User undertakes to comply with all applicable privacy legislation in using the RAiD Service.

7 Indemnity

The User is liable for, and indemnifies UQ from and against all loss and damage, however caused, in connection with the use of the RAiD Service or any breach of this agreement by the User.

8 Survival

Clauses 3.1(b), 3.1(c), 3.2, 4.3, 4.4 and 5 survive termination or expiry of this agreement.

9 General

9.1 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, except to the extent that any express guarantees have been given by a party as contemplated by section 59 of the *Competition and Consumer Act 2010* (Cth).

9.2 Assignment

- (a) UQ may assign its interest under this agreement.
- (b) The User must not assign its interest under this agreement without the prior written consent of UQ.

9.3 Costs

Each party is responsible for its own costs of entering into and performing this agreement.

9.4 Jurisdiction

The laws of Queensland, Australia apply to this agreement and each party irrevocably submits to the non-exclusive

