

Researcher deed poll for the use of SURE virtual desktops

From:

The person identified as the Researcher in the Contract Details below (**Researcher**)

In favour of:

The Sax Institute, ABN 68 095 542 886, of Level 3, 30C Wentworth Ave Glebe NSW 2037 (the **Institute**).

CONTRACT DETAILS

Researcher details:

Name:	Flavia Barar		
Address	AURIN - Level 3, Thomas Cherry Building, The University of Melbourne Corner Swanston and Elgin Street VIC 3010		
Phone	0426103723	Fax	
Email	bararf@unimelb.edu.au		

Recitals:

A. The Institute operates SURE, which establishes Project Workspaces and computing environments in which to conduct work related to research.

B. As a precondition for access to any Researcher Virtual Desktop provided by the Institute to a person who has established Project Workspaces on SURE, the Researcher must agree to be bound by these terms and conditions. Execution of this Deed Poll does not of itself give Researchers a right to access any Researcher Virtual Desktop.

Executed as a Deed Poll in favour of The Sax Institute (ABN 68 095 542 886)


Signed, sealed and delivered by the **Researcher** in the presence of a witness:



Signature of witness

David Jaramillo Armengod

Full name of witness



Signature of **Researcher**

12 October 2023

Date

Interpretation

1.1 In this Deed Poll, unless the context requires otherwise, the following terms have the following meanings:

(a) **Confidential Information** of the Institute means:

i. any information which by its nature or circumstances of its disclosure, is or could reasonably be expected to be regarded as confidential; or

ii. is designated by the Institute as confidential; or

iii. the Researcher knows, or ought to know is confidential,

but does not include information that is:

i. in the public domain prior to the date of this Deed Poll or which comes into the public domain after the Deed Poll (otherwise than because of a breach of confidentiality obligations); or

ii. in the Researcher's possession or otherwise known by the Researcher prior to the date of this Deed Poll, as shown by contemporaneous records, without violation of any obligation of confidentiality; or

iii. disclosed to the Researcher by a third party otherwise than in breach of an obligation of confidence; or

iv. independently developed by the Researcher without use of or reference to any of the Confidential Information and without any breach of any obligation of confidence

(b) **Credential** means a physical or electronic token or information that is used to establish authority to access a Researcher Virtual Desktop. Credentials typically consist of a username and password and a second factor of authentication;

(c) **Laws** means any statute, regulation, order, rule, subordinate legislation or other document enforceable under any statute, regulation, order, rule or subordinate legislation;

(d) **Project Workspace** means a virtual workspace on the SURE service operated by the Institute;

(e) **Research Organisation** means the institution by which the Researcher is employed or contracted, which has established the Project Workspace;

(f) **Research Project** means the research project or body of research work to be undertaken using the Project Workspace;

(g) **Researcher Virtual Desktop** means a virtual desktop within a Project Workspace; and

(h) **SURE** (Secure Unified Research Environment) means the remote-access computing environment operated by the Institute that allows researchers to access and analyse linked health-related data files for approved studies.

1.2 No provision of this Deed Poll may be construed against a party because that party drafted that term.

2. Accessing the Project Workspace

- 2.1 The Researcher agrees to access and use the Project Workspace only:
- (a) in accordance with any policies imposed by the Institute in respect of use of the Project Workspace or SURE from time to time, including policies relating to ethics and ongoing training. Such policies will be notified to the Researchers or are available to Researchers on the SURE website;
 - (b) in accordance with the terms of this Deed Poll; and
 - (c) to perform duties associated with his or her association with the Research Organisation.
- 2.2 Except as expressly authorised in writing by the Institute, the Researcher must not allow any person to access or view any Researcher Virtual Desktop allocated to a Researcher.

3. Confidentiality and Infringement

- 3.1 Researcher must keep confidential any Credential or Confidential Information provided to the Researcher in relation to the Researcher's access to the Project Workspace.
- 3.2 In respect of any Credential provided to the Researcher, the Researcher must:
- (a) keep those Credentials secret and secure;
 - (b) comply with any reasonable instructions from the Institute in respect of his or her use of SURE or the Project Workspace;
 - (c) notify the Institute promptly of any breach of security relating to the Credential or the Researcher's access to the Project Workspace of which the Researcher becomes aware; and
 - (d) in respect of any Credentials, return to the Institute or destroy any such Credentials on the earlier of request by the Institute or expiry of the Project Workspace.
- 3.3 The Researcher agrees to:
- (a) keep Confidential Information confidential;
 - (b) not disclose Confidential Information to any person (other than to fellow researchers who have signed a deed poll on the same terms as this Deed Poll); and
 - (c) take all steps and do all things that are necessary or prudent in order to safeguard the confidentiality of Confidential Information.
- 3.4 If the Researcher is required by Law or court order to disclose any of the Confidential Information, the Researcher must immediately notify the Institute and the Research Organisation in writing of the requirement. The Researcher must, as directed by the Institute:
- (a) assist or permit the Institute to oppose or restrict disclosure; or
 - (b) to the extent allowed by Law, make disclosure on terms which will preserve the confidentiality of the Confidential Information
- 3.5 The Researcher must not use the Project Workspace or any part of SURE in a manner which:

(a) infringes any intellectual property right (including copyrights, patents and trademarks) of any person;

(b) is in breach of any law relating to privacy; or

(c) is in breach of any other obligation on the Researcher, including:

i. ethical obligations, relating to the Research Project; and

ii. conditions of access on data sets used within a Project Workspace.

4. Acknowledgements

4.1 The Researcher acknowledges and agrees that:

(a) execution of this Deed Poll does not give the Researcher any rights to access any Researcher Virtual Desktop;

(b) the Institute may decline to provide the Researcher access to any Researcher Virtual Desktop without notice, and has no obligation to provide reasons to the Researcher where it does so; and

(c) the Institute has no liability to the Researcher as a result of failing to provide access to any Researcher Virtual Desktops to the Researcher.

4.2 The Researcher acknowledges and agrees that:

(a) in order to access SURE, a user must meet various technical requirements nominated by the Institute from time to time;

(b) the Research Organisation which is responsible for a Project Workspace has the power to access, delete or modify the contents of any Researcher Virtual Desktop within its Project Workspace;

(c) in some circumstances, third parties will also have rights in respect of a Project Workspace (arising for example out of an election by the Research Organisation to use that third party's data in the Project Workspace) such as rights to:

i. suspend the Researcher's access to the Project Workspace;

ii. delete data from the Project Workspace;

iii. review or audit of the Research Virtual Desktop and the files it contains;

iv. review or audit of data being imported to or exported from the Researcher Virtual Desktop; and/or

v. prevent data being imported to or exported from a Researcher Virtual Desktop;

(d) a third party may have such rights in relation to multiple Project Workspaces; and

(e) the Institute has no liability to the Researcher in the event a third party (including a research organisation) exercises rights in relation to a Project Workspace, even where that exercise results in the deletion of the Researcher's data, or the prevention of the Researcher's access to data.

- 4.3 On expiration of the Project Workspace, the Researcher must:
- (a) cease using SURE and the Project Workspace immediately;
 - (b) return all of the Institute's Confidential Information and Credentials within his or her possession or control to the Institute or the Research Organisation; and
 - (c) to the extent that Confidential Information and Credentials are stored electronically (except where stored within SURE), permanently and verifiably erase or destroy any other Confidential Information or Credential, except for any materials which the Institute agrees in writing that the Researcher may retain.
- 4.4 Nothing in this Deed Poll requires Researcher to return or destroy any Confidential Information which he/she or the Research Organisation is required to retain at law.
- 4.5 The Researcher agrees that his or her obligations under this Deed Poll are continuing obligations and survive the termination of any employment, contractual relationship or association with the Institute or the Research Organisation.

5. General

- 5.1 Except as set out in this Deed Poll to the contrary, nothing in this Deed Poll:
- (a) gives either party the ability to act or incur liability on behalf of the other party; or
 - (b) creates a relationship of joint venturers, principal and agent or employee and employer between the parties.
- 5.2 This Deed Poll is governed by the laws in force in the State of New South Wales, Australia. Each party submits to the exclusive jurisdiction of the courts of that State.
- 5.3 Notifications under this Deed Poll must be given in writing.

For more information contact: sure-admin@saxinstitute.org.au
Information current as at 1 May 2020