

Data Provider Agreement

You acknowledge that by accepting this Data Provider Agreement, a legally enforceable agreement (***this Agreement***) is created between:

Griffith University (Australian Business Number 78 106 094 461), the operator of the BCCVL (***Us, We or Our***) and

You or the organisation or institution which you represent (*You or Your*),

regarding how We will use the data you upload into the BCCVL (in this Agreement, ***the Data***). If You wish to provide Your Data on terms that differ from this Agreement, please email support@bccvl.org.au and alternative arrangements may be considered.

Nothing in this Agreement is intended to govern how We will use Your Data in circumstances where You elect to utilise the ‘Share Data’ function within the BCCVL. To avoid any doubt, when You elect to Share Data, You will be required to accept the “Data Sharing Agreement” – such terms will govern which third parties within the BCCVL can access Your Data, and how We will attribute You when displaying such Data.

1. Enforceable Agreement

- a) You agree that this Agreement will become legally binding when You click the ‘I accept’ button. You acknowledge that You have read this Agreement, understand it, and have had the opportunity to seek independent legal advice prior to entering-into it (if You consider that necessary).
- b) If You are entering into this Agreement on behalf of an organisation or institution, You represent and warrant that You have the legal authority to do so, and to bind that organisation or institution to the terms of this Agreement.

2. Licence to use Your data

- a) You will retain all right, title and interest in Your Data at all times. Other than a licence to use Your Data in accordance with clause 2(b), We obtain no rights (including intellectual property ownership rights) in Your Data.
- b) You grant Us a non-exclusive, royalty-free, worldwide licence to use, copy, reproduce, store and display (to You) Your Data for the sole purpose of operating the BCCVL. You acknowledge that We can use Your Data for system administration, including reporting, diagnosis of service performance and other administrative purposes.
- c) The licence You grant Us to use Your Data does not prevent You from providing Your Data to any other party.
- d) You acknowledge that Your Data may be transferred and hosted on third party infrastructure, and, provided We ensure such third parties maintain confidentiality of Your Data, You consent to that arrangement.
- e) While You can revoke Your Data from the BCCVL at any time, Griffith is entitled to retain one copy of Your Data for archival/backup purposes.

3. Warranties

- a) You warrant to Us that:

- i. You own (or are entitled, by licence or otherwise) to provide Us with the Data;
 - ii. to the best of Your knowledge, Our use of the Data will not infringe the intellectual property rights of any third party, nor breach any obligation of confidentiality or right of privacy of a third party;
 - iii. in Your reasonable opinion, the Data is beneficial and aligned with the purpose of the BCCVL;
 - iv. You will use reasonable efforts to ensure the Data is accurate;
 - v. You will not introduce any malicious code in the BCCVL;
 - vi. You will comply with the terms of this Agreement.
- b) You acknowledge and agree that You are solely responsible for costs associated with migrating data into (and out of) the BCCVL.

4. Griffith's rights and liability

- a) You acknowledge that We can remove Your Data from the BCCVL at any time (including, but not limited to, if We reasonably believe You have breached clause 3 of this Agreement).
- b) The BCCVL is not a data storage facility. You acknowledge that We are not responsible for the storage of Your Data. Consistent with clause 6(c)(iii) of the Terms of Use, We are not responsible or liable if Your Data is deleted or corrupted when stored in the BCCVL.

5. General

- a) **Read in conjunction with Terms of Use** - Nothing in this Agreement affects the rights and/or obligations of You or Us under the Terms of Use or a Data Sharing Agreement (if relevant).
- b) **Governing Law** – This Agreement shall be governed and construed in accordance with the laws of the State of Queensland, Australia. You agree to submit unconditionally to the exclusive jurisdiction of the Courts of Queensland.
- c) **Entire Agreement** - This Agreement constitutes the entire agreement between You and Us regarding the upload of Your Data.
- d) **Severability** – Part or all of any provision of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining provisions of this Agreement continue in force.