

## **Data Sharing Agreement**

You acknowledge that by accepting this Data Sharing 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 distribute and display the data you upload into the BCCVL (***the Data***) to other users of the BCCVL. If You wish Your Data to be shared with BCCVL users on terms that differ from this Agreement, please email [support@bccvl.org.au](mailto:support@bccvl.org.au) and alternative arrangements may be considered.

### **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. Sharing Your Data with Permitted Users**

- a) You acknowledge that You have elected to share Your Data with other users of the BCCVL, and have chosen one of the following options offered by the BCCVL:
  - i. All users of the BCCVL are entitled to access Your Data; or
  - ii. Users from a nominated Institution are entitled to access Your Data; or
  - iii. Only users from Your Institution are entitled to access Your Data, (***the Permitted Users***, as appropriate).
- b) Consistent with the terms of Your Data Provider Agreement (under which You uploaded the Data into the BCCVL), You own all right, title and interest in Your Data at all times. Other than a licence to use Your Data in accordance with clause 2(c), We (nor the Permitted Users) obtain any rights (including intellectual property ownership rights) in Your Data.
- c) In addition to the licence granted to Us by You under clause 2(b) of the Data Provider Agreement, You acknowledge that under clause 3(c) of the Terms of Use the Permitted Users:
  - i. will be entitled to use Your Data for non-commercial research, education and teaching purposes;
  - ii. are prohibited from exploiting or commercialising Your Data, or sublicensing or providing Your Data to third parties.
- d) You acknowledge that You have used the settings in the BCCVL to elect whether You wish for Us to display Your name (and/or Institution) when We display Your Data to Permitted Users (***Your Desired Attribution Settings***).
- e) We will ensure that each time a Permitted User accesses Your Data We will display to them, in a reasonably prominent manner, Your Desired Attribution

Settings. Further, under clause 3(c) of the Terms of Use, Permitted Users must acknowledge You (in accordance with Your Desired Attribution Settings) in all subsequent distributions or publications that embody Your Data.

- f) If You have elected to share Your Data with Permitted Users, but later decide to withdraw such data from the BCCVL, You acknowledge that those Permitted Users who have already accessed such data remain licensed to it in accordance with clause 2(c) above.

### 3. Derived Data

- a) This clause 3 only applies if you have elected in the BCCVL settings to entitle third parties to create “Derived Data”. For the avoidance of any doubt, Derived Data occurs when a Permitted User uses, merges, adapts or otherwise runs algorithms over Your Data in a manner whereby a new and original dataset (that is distinct from Your Data) is created.
- b) You acknowledge that all right, title and interest in Derived Data is owned exclusively by the Permitted User (or his/her Institution) who created it. You are not entitled, by licence or otherwise, to access Derived Data, nor be informed about its existence. Subject to Your right of attribution in clause 3(c), You have no other rights in respect of the Derived Data, and acknowledge the Permitted User is entitled to deal it in their absolute discretion.
- c) At any time that We generate and/or display Derived Data to a Permitted User that is based on Your Data, We will display to the Permitted User, in a reasonably prominent manner, Your Desired Attribution Settings. Further, under the BCCVL Terms of Use (ie that governs all users use of the BCCVL), a Permitted User is required to acknowledge You (as the owner of the Data) when distributing or publishing Derived Data that is based on Your Data – see clause 4(b) of the Terms of Use.

### 4. Griffith's liability

- a) Notwithstanding clause 3(c), You acknowledge that We are not liable or responsible if a Permitted User fails to acknowledge You when distributing or publishing Derived Data that is based on Your Data.

### 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 Provider Agreement.
- 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 sharing 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.