

DPAU Monash SeRP End User Terms

1 PARTIES

1.1 This User Agreement is between:

1.1.1 the individual user of the Software (the **"you" or "you"**); and

1.1.2 University of New South Wales (ABN: 57 195 873 179) of UNSW Sydney NSW 2052, Australia, being the organisation responsible for you (the **"Organisation"**).

2 DEFINITIONS

2.1 The following definitions shall apply in these Terms:

Permitted Purpose a research project, the scope of which is agreed between the Parties, where a scientific endeavor is being used to validate a research query;

Project a research project, the scope of which is agreed between the Parties, where a scientific endeavor is being used to validate a research query;

Datasets a dataset is a collection of data that can be used to validate 1 or more Projects and which is uploaded to the Software by You or on Your instruction by the Organisation;

Software the Secure eResearch Platform ("**SeRP**") system software developed by the University and licenced to the Organisation;

Terms means these terms and conditions;

University Swansea University, an educational institution with its administrative office at Singleton Park, Swansea SA2 8PP.

3 RIGHT TO USE THE SOFTWARE

- 3.1 By using the Software you agree to these Terms. If you do not agree to these terms you should not use the Software.
- 3.2 The Organisation authorises you and gives you a non-exclusive, non-transferable right to use the Software for the Permitted Purpose and in accordance with these Terms.
- 3.3 You acknowledge and agree that You are responsible for ensuring that You have full legal rights to be responsible for the Datasets. You further agree that You either;
- (a) own the Datasets; or
 - (b) have obtained all consent and approval required prior to the upload and use of the Datasets on the Software.
- 3.4 You shall not store, distribute or transmit any virus, or any material through the Software that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing, racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities.
- 3.5 You shall not attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties.
- 3.6 You shall use reasonable endeavours to prevent any unauthorised access to, or use of, the Software and shall notify the Organisation promptly of any such unauthorised access or use.
- 3.7 You agree that if you suspect that the availability, integrity or security of the Software is compromised in any way you will immediately notify the Organisation.
- 3.8 You must treat any username, user identification code, password or any other piece of information provided to you as confidential. You must not disclose such information to any third party nor allow anyone else to use your username and/or password to access the Software.
- 3.9 If we have reason to believe there is likely to be a breach of security or misuse of the Software through your account or the use of your password, we may notify you and require you to change your password, or we may suspend or terminate your account.
- 3.10 The Organisation shall have the right to terminate or disable your right to use the Software if in their reasonable opinion you have failed to comply with any of the provisions of these Terms.

4 DATA

- 4.1 If you decide to upload any content onto the Software then you must ensure that this is done from a secure location and from a computer with an up-to-date operating system with the latest security patches and you will run reliable, effective and up to date antivirus software to ensure the security of the Software.
- 4.2 You must ensure that any data or content uploaded on to the Software does not infringe the intellectual property rights of any third party and complies with relevant data protection and privacy legislation.

5 PRIVACY

- 5.1 As per the DPAU Data Access Agreement terms.

6 INTELLECTUAL PROPERTY RIGHTS

- 6.1 All intellectual property rights in the Software in any part of the world belong to the University and the rights in the Software are licensed to the Organisation and you.
- 6.2 You shall have no intellectual property rights in, or to, the Software other than the right to use them in accordance with these terms.
- 6.3 All Intellectual Property Rights in the data or content uploaded on to the Software shall be unaffected by this End-User agreement.

7 TERMINATION

- 7.1 The Organisation may terminate your right to use the Software at any time by giving written notice to you.