



Australian Government

Department of Social Services

Individual Deed of Licence for Australian Researchers

Name of Researcher

Application for DSS Longitudinal Surveys

Instructions

Please complete the following application form if you:

- are applying for HILDA, LSAC, LSIC and/or BNLA; and
- belong to an Organisation which does not have an Organisational Deed with DSS for Longitudinal Datasets.

All information should be typed or written clearly. Please take care to ensure email addresses are correct. **All highlighted fields in this deed must be completed or your application will be rejected.** Further information about completing this form can be found in the [Fact Sheets](#).

When completed, this application can be:

Emailed to: longitudinalsurveys@dss.gov.au

Or faxed to: (02) 6206 9545

Or mailed to: Department of Social Services
PO Box 9820
Canberra ACT 2610
Attn: Longitudinal Surveys Business Owner
National Centre for Longitudinal Data
Policy Evidence Branch TOP DE4

Note: if you email or fax these forms you do not need to send the originals. Faxes sent to this number will be delivered to the longitudinal surveys inbox and not to a fax machine. **Please do not use staples on paper copies.**

Any queries about your application should be sent to:
longitudinalsurveys@dss.gov.au

Once approved by DSS you will be sent an electronic copy of your signed Deed of Licence which you should retain for your records.

If your contact details change at any stage, please email these changes to:
longitudinalsurveys@dss.gov.au

PLEASE DO NOT PRINT AND/OR SEND THIS PAGE

For LSIC Applicants only

This section can be deleted if you are not applying for the LSIC dataset – Please refer to chapter 6 of the Fact Sheets for information on how to address your standpoint

Please provide a statement of your standpoint noting that this is NOT your project description. *This section is compulsory for LSIC applicants.*

What additional data sources / sets (if any) do you plan to use in your analysis?

LSIC Data Integrity Statement

LSIC data applicants need to read this statement and show a willingness to adhere to it by signing below.

“In relation to using the LSIC data and reporting findings publicly I agree to uphold the following where relevant and practical. I will:

- show respect for: land, laws, elders, culture, community, families and support Indigenous people’s visions for their futures when interpreting data outputs and reporting on them.
- declare my standpoint when reporting my work including my theoretical / methodological approach, institutional context and personal frame of reference such as my cultural background, work background, depth of experience liaising with Aboriginal and Torres Strait Islander people.
- represent Aboriginal and Torres Strait Islander people in a manner that honours the diversity of perspectives and experiences and avoids inappropriate or outdated perspectives and terminology.
- fully acknowledge Aboriginal and Torres Strait Islander contributions to the research including reviews and commentary and provide co-authorship where relevant.
- provide DSS with the results of the analysis so that the Department can honour its commitment to give Aboriginal and Torres Strait Islander peoples and communities (particularly those involved in the study) feedback on how the data are being used and a summary of the findings. This will also allow them to make my findings available so they can contribute in the policy, planning, management and delivery of services”.

I have read the above and understand that these protocols are for the use of LSIC data as explained in the [Fact Sheets](#).

I have downloaded a copy of the NHMRC’s Values and Ethics - Guidelines for Ethical Conduct in Aboriginal and Torres Strait Islander Health Research and appreciate the importance of the values and ethics of Reciprocity, Respect, Equality, Responsibility, Survival and Protection, Spirit and Integrity even in secondary data analysis and reporting (see <http://www.nhmrc.gov.au/publications/synopses/e52syn.htm>)

(Please tick boxes above then sign below)

Signed:

Date: ____ / ____ / ____ (dd/mm/yy)

Name:

LSAC – Australian Early Development Census (AEDC) linked Data

This section can be deleted if your research will not use the linked LSAC-AEDC data.

Use of the data is subject to data users following guidelines on conduct and publication of research as outlined in the [AEDC Data Guidelines](#). The guidelines require data users to notify Department of Education and Training of intent to publish material using AEDC data (email support@aedc.gov.au)

(Note – a summary of your proposed research project is also to be completed at [Clause 6](#) of this Deed).

Please provide a description of how your research aims and questions will utilise AEDC variables, and specify the intended outputs of the research. *This section is compulsory if you require this dataset.*

Parties

The Commonwealth of Australia as represented by the Department of Social Services (DSS)

AND

(Licensee)

Family Name	
First Name	
Title (Prof, Dr, Ms, Mr)	
Name of Organisation	
Position (if student, specify current level e.g. Masters, PhD)	
If a student, Name of Supervisor*	
Contact Details of Supervisor	Email: Business Telephone:
Postal Address (business)	
Address (where data will be used)	
Telephone (business)	
Email (business)	
Indicate how will data be accessed	CD ROM Secure Server Secure Room
Have you ever used HILDA, LSAC, LSIC or BNLA before?	Yes No

Note: If a student - *Supervisors must have independent access to the dataset for which the student is applying.

FOR USE OF THE FOLLOWING DATASET(S)

HILDA General Release	HILDA Unconfidentialised
LSAC General Release	LSAC Unconfidentialised
LSIC General Release	
BNLA General Release	

You will be sent the latest version and release of the nominated datasets.

Please note: Users of the unconfidentialised datasets need to abide by additional security requirements as stated in this Deed and the [Fact Sheets](#). Before DSS will give approval to use the unconfidentialised datasets, applicants must demonstrate that they can meet the security requirements and justify the research need for data at this detailed level.

Background

- A. The Licensee wishes to use a DSS dataset/s for a specific research project that is to be conducted by the Licensee and is of interest to DSS in meeting its strategic priorities.
- B. The Commonwealth of Australia through DSS offers to provide the Dataset to the Licensee on the terms set out in this Deed and the Licensee accepts the terms.

Operative provisions

1 Definitions and interpretation

In consideration of the mutual promises contained in this document, the parties to this Deed agree as follows:

Definitions

1.1 In the Deed the following definitions apply:

Approved Research means the research project(s) which DSS has approved the use of the Datasets specified in clause [6.1](#) of this Deed.

Authorised User means a person who has been given permission by DSS to have access to and use the Datasets for the Approved Research. For more information see the [Fact Sheets](#).

BNLA means the Building a New Life in Australia Survey, also known as the Longitudinal Study of Humanitarian Migrants.

Business Day means any day on which all banks are open for business generally in Canberra, Australian Capital Territory.

Business Owner means the Branch Manager, Policy Evidence Branch, DSS or another officer of DSS formally notified as the person to whom notices to DSS are to be addressed under clause 24.2.

Commencement Date means the date of execution of this Deed by both parties.

Commercial purposes means the use of DSS longitudinal data for a fee, rate, charge or other consideration, or directly or indirectly in connection with any business, or other undertaking intended for profit.

Confidential Information means, in relation to DSS, information that:

- (a) is by its nature confidential
- (b) is designated in writing by DSS as confidential;
- (c) is personal information under the *Privacy Act 1988*, protected information under section 23(1) of the *Social Security Act 1991*, or *protected information under Division 2 of Part 6 of A New Tax System (Family Assistance) (Administration) Act 1999*;
- (d) the Licensee knows or ought to know is confidential and includes:
 - i. the Datasets, if in a form which discloses any of the information referred to in paragraphs (a)–(d) above;
 - ii. other information comprised in or relating to any Intellectual Property of DSS or third parties (where that information is provided by the third party on behalf of DSS) if in a form which discloses any of the information referred to in paragraphs (a)–(d) above; or
 - iii. information relating to the internal management and structure of DSS, but does not include information which:
 1. is or becomes public knowledge other than by breach of this Deed, other confidentiality obligations or the *Privacy Act 1988*, the *Social Security Act 1991*, or *A New Tax System (Family Assistance) (Administration) Act 1999*; or
 2. the Licensee can establish by written evidence has been independently developed or acquired by the Licensee without breach of any obligation of confidence.

Datasets means any or all of the DSS;

- General and Unconfidentialised Release household and person level Unit Record Data from the Household, Income and Labour Dynamics in Australia (HILDA) survey;
- General and Unconfidentialised Release household and person level Unit Record Data from the Longitudinal Study of Australian Children (LSAC), which may include administrative linked dataset/s;
- General Release household and person level Unit Record Data from the Longitudinal Study of Indigenous Children (LSIC);
- General Release household and person level Unit Record Data from the Building a New Life in Australia (BNLA) survey; and
- Any variations or updates of Releases that may be released from time to time;

Document includes:

- (a) any paper or other material on which there is writing;

- (b) any paper or other material on which there are marks, figures, symbols or perforations having a meaning to persons qualified to interpret them; and
- (c) any article, material or media from which sounds, images or writings are capable of being reproduced with or without the aid of any other article or device.

DSS means the Commonwealth as represented by the Australian Government Department of Social Services.

Fact Sheets means the Fact Sheets for Access and Use of DSS Longitudinal Datasets, prepared and updated by DSS and published on the [NCLD](#) website.

FLoSse means the DSS Longitudinal Surveys Electronic Research repository into which users must directly deposit bibliographic details of research created using the datasets <http://flosse.dss.gov.au>.

General Release means a release of data from which personal information such as names, addresses (including postcodes) and date of birth have been removed and other information has been modified by various methods such as top coding and the application of classification codes at a more general level.

HILDA means the Household, Income and Labour Dynamics in Australia survey, also known as Living in Australia.

Intellectual Property means copyright (and all associated rights, including moral rights), and all rights in relation to inventions, registered and unregistered trade marks (including service marks), registered and unregistered designs, and circuit layouts, and any other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

Licensee means the signatory of this Deed.

LSAC means the Longitudinal Study of Australian Children, also known as Growing Up in Australia.

LSIC means the Longitudinal Study of Indigenous Children, also known as Footprints in Time.

Organisation means the entity listed in the parties section of this Deed.

Permitted Geographic Area means any of the following geographical area classifications: State and Territory; Major Statistical Region; Section of State; Greater Capital City Statistical Area; Remoteness Area; Region of Residence (LSAC only); and Level of Relative Isolation (LSIC only).

Personal Information means information or an opinion about an identified individual, or an individual who is reasonably identifiable whether the information or opinion is true or not, and whether the information or opinion is recorded in a material form or not.

Release means a dataset that differs from another dataset from the same survey in that it contains additional information based on new responses from survey respondents. For the purposes of this Deed, a Release does not include a new version of the data in which changes have been made based on the existing information from respondents.

Research Material means any final research findings based on the analysis of the Dataset created by the Licensee.

Survey Contract Manager means in the case of HILDA, the Melbourne Institute of Applied Economic and Social Research (MIAESR) at the University of Melbourne, Australia and in the case of LSAC, the Australian Institute of Family Studies. DSS manages the functions of the Survey Contract Manager for LSIC and BNLA.

Unauthorised Person means a person who is not authorised in writing by DSS to use the Dataset.

Unconfidentialised Release means a release of data from which the names and addresses have been removed but includes other potentially confidential information such as postcodes, date of birth and data at a more detailed level than the General Release datasets.

Unit Record Data means records about individual respondents from the Datasets, also known as unaggregated data.

Interpretation

1.2 In this Deed, unless the context otherwise requires:

- 1.2.1 a reference to any law or legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision;
- 1.2.2 a reference to any agreement or Document is to that agreement or Document as amended, novated, supplemented or replaced from time to time;
- 1.2.3 words in the singular include the plural and words in the plural include the singular;
- 1.2.4 all references to clauses are reference to clauses in this Deed;
- 1.2.5 where any word or phrase has been given a defined meaning, any part of speech or other grammatical form about that word or phrase has a corresponding meaning;
- 1.2.6 if an example is given of any thing (including a right, obligation or concept), the example does not limit the scope of that thing; and
- 1.2.7 each party provision of this Deed will be interpreted without disadvantage to the party who (or whose representative) drafted that provision, that is, the *contra proferentum* rule does not apply to this Deed.

2 Term of the Deed

2.1 This Deed takes effect on and from the Commencement Date and will continue in effect until terminated by either party in accordance with the Deed.

3 Licence

3.1 DSS grants to the Licensee a non-exclusive, non-transferable licence to use, copy, adapt and modify the Datasets on the terms set out in this Deed for the purposes of undertaking Approved Research for the term of this Deed.

4 Roles, Responsibilities and Access Management

4.1 The Licensee agrees to comply with all procedures and requirements specified in this Deed and the Fact Sheets as at the Commencement Date which forms part of the documentation for the administration of this Deed.

4.2 The Licensee agrees to regularly check for updates to the Fact Sheets.

4.3 The Licensee must comply with the provisions set out in the latest version of the Fact Sheets. If the Licensee is unable or unwilling to comply with the provisions therein, the Licensee must immediately notify DSS and relinquish all DSS datasets in the Licensee's possession by returning them to DSS.

- 4.4 In the event of any inconsistency between the latest version of the Fact Sheets and this Deed, the Licensee must comply with the requirements which produce the highest level of protection of the Confidential Information.

5 Administration Fee

- 5.1 The Licensee must pay the administration fee of \$77 to the Survey Contract Manager prior to the Dataset being provided.
- 5.2 The Survey Contract Manager will provide a tax invoice or payment link as soon as is reasonably practicable.

6 Restrictions on use of the Dataset

- 6.1 The Dataset must only be used for the purposes of undertaking the following research project until the expected date of completion:

What are the research aims/ questions or hypotheses for which you will be using the data?

What is your analytical plan or the key variables you will be examining?

<p>What outputs do you intend will result from this research (e.g. journal article, thesis, book chapter, report, conference presentation etc)? <i>(If you intend to produce more than one article, please include all that you know about at the time of application.)</i></p>		
<p>If this project is being sponsored or commissioned by an agency other than the organisation listed in this application, please provide the full name of the sponsoring organisation (for administrative purposes only). <i>If a grant, please provide grant number/s.</i></p>		
<p>Please list who will be on this project with you. <i>Please note if these persons intend to use the data then they must also apply independently</i></p>		
Name:	Project Role:	
Name:	Project Role:	
Name:	Project Role:	
Name:	Project Role:	
<p>Who will own the Intellectual Property of the research material for which the data will be used?</p>		
<p>Is this project being undertaken for commercial purposes Yes No</p>		
<p>Expected Date of Completion of Research ____ / ____ / ____ (dd/mm/yy) <i>up to a maximum of 3 years from the date of application</i></p>		

- 6.2 If the Licensee requires the data beyond the three years he or she may apply to DSS in writing prior to the termination date requesting permission to retain the data for an additional specified length of time.
- 6.3 The Licensee must obtain approval from DSS before using the Dataset for any research project other than specified in this clause. To obtain approval for any additional research, the Licensee should email longitudinalsurveys@dss.gov.au.
- 6.4 This Deed is granted based on the Licensee's association with the Organisation listed under Parties of this Deed. If the Licensee ceases association with that Organisation, the Licensee must inform DSS and must obtain prior written approval from DSS before using the Dataset while undertaking research for or with another organisation.
- 6.5 The Licensee may modify the Dataset in order to undertake data analysis (e.g. create new derived data items, aggregate and manipulate the data).
- 6.6 The Licensee may copy/reproduce the Dataset for the permitted purpose, but may not copy/reproduce the Dataset for any other reason (e.g. give copies of the Dataset to Unauthorised Persons).

6.7 The Licensee must not:

- 6.7.1 use the Unconfidentialised dataset for the purpose of reporting on or showing data in relation to a geographic area other than a Permitted Geographic Area; or
- 6.7.2 perform any matching, sharing, merging or linkage of any of the HILDA dataset with any non-HILDA datasets or any of the LSAC datasets with any non-LSAC datasets or any of the LSIC datasets with any non-LSIC datasets or any of the BNLA datasets with any non-BNLA datasets without the prior written consent of DSS; or
- 6.7.3 attempt to identify any individuals in the Dataset; or
- 6.7.4 publish, in any form, any part of the Dataset; or
- 6.7.5 in relation to the LSAC datasets, use the ACARA MySchool institution level data to calculate or publish material which ranks schools.

7 DSS responsibility for the Dataset

7.1 The Dataset is provided to the Licensee on an 'as is' basis and DSS is not responsible for its accuracy, quality or fitness for purpose.

8 Provision of the Dataset

- 8.1 Subject to clause 5.1 DSS will use its best endeavours to arrange the provision of the Dataset to the Licensee as soon as possible after the Commencement Date.
- 8.2 DSS must notify the Licensee immediately in writing of any delay in the arrangement of the provision of the Dataset in accordance with clause 8.1 and in this event the parties will agree on a revised delivery date and appropriate changes to other timing obligations included in this Deed.

9 Security

9.1 The Licensee must comply at all times with the following security requirements in relation to the Datasets with a classification of unclassified – (DLM) for General Release and unclassified – (official use only) for Unconfidentialised datasets:

Only allow the Unit Record Data from the Datasets to be viewed by Authorised Users. Store all complete or partial dataset/s, in accordance with the baseline security controls detailed within the Australian Government Protective Security Policy Framework (PSPF) and the Australian Government Information Security Manual (ISM) applicable to Australian government information which requires some level of protection.

Further information relating to the PSPF and the ISM can be found on the following websites:

- Protective Security Policy Framework: <http://www.protectivesecurity.gov.au>
- Information Security Manual: <http://www.asd.gov.au/infosec/ism/>

The PSPF and ISM may be updated from time to time. The Licensee must regularly check for updates to these documents and comply with the provisions set out in the latest version.

9.2 The following ISM standards are the minimum requirements for users of DSS longitudinal Datasets. These include but are not limited to:

- a. Agencies must register all ICT equipment and media with a unique identifier in an appropriate register

(**control 0336** of ISM (control last updated Sep 2011))

- b. To destroy media, agencies must either:
- Break up the media
 - Heat the media until it has either burnt to ash or melted
 - Degauss the media

(**control 0364** and see 0366 of ISM (control last updated Nov 2010))

- c. Agencies using passphrases as the sole method of authentication must enforce the following passphrase policy:
- a minimum length of 13 alphabetic characters with no complexity requirement; or
 - a minimum length of 10 characters, consisting of at least three of the following character sets:
 - lowercase alphabetic characters (a–z)
 - uppercase alphabetic characters (A–Z)
 - numeric characters (0–9)
 - special characters.

(**control 0421** of ISM (control last updated April 2015))

- d. Securing ICT equipment and media during operational and non-operational hours. ICT equipment and media needs to be stored in accordance with the *Australian Government Physical Security Management Protocol*.

The physical security requirements of the Australian Government Physical Security Management Protocol can be achieved by:

- ensuring ICT equipment and media always resides in an appropriate security zone
- storing ICT equipment and media during non-operational hours in an appropriate security container or room
- using ICT equipment with a removable hard drive which is stored during non-operational hours in an appropriate security container or room as well as sanitising the ICT equipment's Random Access Memory (RAM)
- using ICT equipment without a hard drive as well as sanitising the ICT equipment's RAM
- using an encryption product to reduce the physical storage requirements of the hard drive in ICT equipment to an unclassified level as well as sanitising the ICT equipment's RAM

Agencies must ensure that ICT equipment and media with sensitive or classified information is secured in accordance with the requirements for storing sensitive or classified information in the *Australian Government Physical Security Management Protocol*.

(**control 0161** of ISM (control last updated Sep 2011))

10 Administrative Requirements

10.1 The Licensee agrees to comply at all times with the following Administrative minimum requirements.

- a. only allow the Unit Record Data from the Datasets to be viewed by Authorised Users;
- b. access to the password protected drive is only by Authorised Users and the password must only be known to Authorised Users of the Datasets;

- c. where the Authorised User has access to the **General Release** dataset via CD ROM or DVD it is to be kept and used only on the Organisation's premises;
- d. where the Authorised User does not have access to the **Unconfidentialised** dataset via a password protected server, Authorised Users may download the Dataset onto a password protected stand alone computer on the Organisation's premises;
- e. there must be an effective means of limiting entry during both operational and non-operational hours to rooms or buildings in which the **General Release** datasets are used or stored. If possible and where practical, the room must be locked when an Authorised User is not there;
- f. there must be an effective means of limiting entry during both operational and non-operational hours to the dedicated lockable room/s in which the **Unconfidentialised** datasets are used or stored. The room must be locked when an Authorised User is not there;
- g. the keys or combinations to lockable containers in which Datasets are kept must be kept secure and not be given to any Unauthorised Person;
- h. a record must be kept of all people who have been issued with keys and/or combinations to containers in which the Datasets are used or stored;
- i. any unit record output from the Datasets must not be left unsecured for more than 10 minutes, and must be stored in a locked commercial grade container and disposed of using a crosscut shredder when no longer required;
- j. when using the Datasets, users must lock their screen when they are away from their workstation;
- k. the Business Owner or their nominated representative may with at least three Business Days' notice and during normal business hours make a physical inspection of the premises in which the Datasets are stored or used to ensure the security and administrative measures are in place, subject to the Business Owner complying with the security measures of the Organisation.

11 User support

- 11.1 DSS will provide Authorised Users, through the Survey Contract Manager, with technical assistance to the Licensee in use of the Dataset in accordance with this Deed.

12 Non-disclosure

- 12.1 In consideration of DSS disclosing certain Confidential Information to the Licensee, the Licensee acknowledges and agrees with DSS:
 - 12.1.1 that all Confidential Information is confidential, is the property of DSS, and is of value to DSS, and that any Confidential Information disclosed to the Licensee is only disclosed pursuant to the terms of this Deed;
 - 12.1.2 to keep Confidential Information confidential at all times;
 - 12.1.3 that it must not, other than with the prior written approval of DSS (which may be granted or withheld in DSS's absolute discretion);
 - (a) use;
 - (b) disclose;

- (c) divulge;
- (d) make a digital or any other copy of;
- (e) transmit electronically (including via email); or
- (f) deal with,

any Confidential Information, nor allow any act, matter or thing to be done or occur whereby any Confidential Information may be ascertained or used by, or disclosed or communicated to, any other person, except in accordance with the terms of this Deed; and

12.1.4 that it must observe and be bound by the provisions of this Deed.

12.2 The Licensee must:

12.2.1 take all reasonable steps and do all reasonable things necessary, and do all things that may be reasonably required by DSS to keep the Confidential Information, including all Documents, and all other things recording, containing, setting out or referring to any Confidential Information, under effective control of the Licensee and protected from any unauthorised use or access;

12.2.2 immediately notify DSS if the Licensee becomes aware of any unauthorised access to, or use or disclosure of, any Confidential Information;

12.2.3 ensure that Confidential Information is not given to a person who is not an Authorised User;

12.2.4 if required at any time by DSS to do so, deliver up to DSS, or at the option of DSS destroy, without limitation, all Documents containing any Unit record Data in the possession, custody or control of the Licensee; and

12.2.5 if required by DSS:

- (a) permit DSS or any nominees of DSS, upon at least three Business Days' notice and during normal business hours and subject to the security measures of the Licensee's Organisation, reasonable access to those premises where the Datasets are stored or being used, and records of the Licensee, (including without limitation, access to any of the Licensee's computer hard drives and computer disks containing Confidential Information belonging to DSS) to ensure or check compliance with this Deed; and/or
- (b) provide to DSS a statutory declaration signed by the Licensee stating that they have complied with clause 12.2.4.

12.3 The Licensee may retain a copy of the Confidential Information if, and only to the extent to which and for the purpose for which, the Licensee is required by law to do so but subject to compliance with clause 12.1.

12.4 This clause 12 will survive the expiration or termination of this Deed.

13 Disclosure as required by law

13.1 The Licensee may disclose any Confidential Information which the Licensee is required by law to disclose, but only if the extent and the manner of the disclosure is strictly limited to what is required by law.

13.2 The Licensee undertakes to provide DSS with sufficient notice to enable DSS to seek a protective order or other relief from disclosure and to provide all assistance and co-operation which DSS reasonably considers necessary for that purpose.

14 Intellectual Property

14.1 The Licensee acknowledges and agrees that the Commonwealth owns all Intellectual Property rights in the Dataset.

14.2 Except where specified under a separate agreement, the Commonwealth will not own the Intellectual Property rights in any Research Material created using the Dataset to the extent the Research Material does not include the Unit Record Data.

14.3 The Licensee must enter into FLoSse, bibliographic details of any final Research Material produced by the Licensee using the Datasets within 30 days of completion.

14.4 The Licensee is exempt from the requirements in clause 14.3 if the Research Material is for internal administration of Australian Government agencies or for confidential business purposes for the Australian Government.

14.5 Where the Licensee has ownership of the Intellectual Property, the Licensee grants a perpetual licence to the Commonwealth to use, reproduce, adapt and modify the Research Material for any of the Commonwealth's Internal Purposes.

14.6 For the purposes of this clause 14, the Commonwealth's Internal Purposes means:

14.6.1 use of the Research Material by DSS to understand the extent to which the Datasets are being used; and

14.6.2 ready access by the Commonwealth to information and research to support internal policy development and evaluation.

14.7 Where the Licensee is not the owner of the Intellectual Property of the Research Material, the Licensee warrants that he or she will procure a sub-licence from a third party for the Research Material on the same terms as the Licensee grants to DSS under clause 14.5.

14.8 If the Commonwealth wishes to make any part of the Research Material publicly available, the Commonwealth will first obtain the written consent of the owner of the Intellectual Property.

14.9 This clause 14 will survive the expiration or termination of this Deed.

15 Acknowledgement and Disclaimer

15.1 The Licensee agrees to acknowledge DSS and the Survey Contract Manager for the use of the Dataset and assistance provided in using the Dataset in any reports and publications that use the Dataset.

15.2 The Licensee agrees that any of the material produced by the Licensee and made publicly available will include the acknowledgment in the latest version of the Fact Sheets or any variation of the acknowledgment which has been approved in writing by DSS in any reports and publications.

16 Privacy

16.1 The Licensee agrees with respect to all Confidential Information made available or provided by DSS or any other person at any time which comprises Personal Information as defined in the *Privacy Act 1988 (the Act)*:

- 16.1.1 to comply as if they were an agency bound by the Act with those provisions of the Act concerning the security, use and disclosure of information;
 - 16.1.2 to co-operate with any reasonable demands or enquiries made by the Privacy Commissioner;
 - 16.1.3 to ensure that any person who has an access level which would enable that person to obtain access to any information in respect of which DSS has obligations under the Act is made aware of, and undertakes in writing, to observe the provisions referred to in clause 16.1.1 above;
 - 16.1.4 to take all reasonable measures to ensure that such information is protected against loss and against unauthorised access, use, modification, disclosure or other misuse and that only Approved Individuals have access to it;
 - 16.1.5 not to transfer such information outside Australia, or allow parties outside Australia to have access to it, without the prior written approval of DSS;
 - 16.1.6 to immediately notify DSS when the Licensee becomes aware of a breach of security by any Individual; and
 - 16.1.7 to notify DSS of, and co-operate with DSS in the resolution of, any complaint alleging an interference with privacy.
- 16.2 The Licensee's obligations in this clause 16 are in addition to, and do not restrict, any obligations it may have under:
- 16.2.1 the Act; or
 - 16.2.2 any privacy codes or privacy principles contained in, authorised by or registered under any law including any such privacy codes or principles that would apply to the Licensee but for the application of the other provisions of this clause 16.
- 16.3 This clause 16 will survive the expiration or termination of this Deed.

17 Conflict of interest

- 17.1 The Licensee warrants that no conflict of interest exists or is likely to arise while in receipt of Confidential Information.
- 17.2 The Licensee warrants that it will not permit any situation to arise or engage in any activity that may result in a conflict of interest with the Licensee's receipt of Confidential Information.

18 Legal requirements

- 18.1 Each party acknowledges and agrees to comply with the law in force in the Australian Capital Territory (Australia), including but not limited to:
 - 18.1.1 *Social Security Act 1991*;
 - 18.1.2 *Privacy Act 1988*; and
 - 18.1.3 *Criminal Code Act 1995*.
- 18.2 The Licensee acknowledges that unauthorised disclosure of information held by the Commonwealth is subject to the sanction of criminal law under sections 70 and 79 of the *Crimes Act 1914* and section 91.1 of the *Criminal Code Act 1995*.

19 Indemnity

19.1 The Licensee agrees to indemnify DSS from and against any:

19.1.1 cost or liability incurred by DSS;

19.1.2 loss of or damage to property of DSS; or

19.1.3 loss or expense incurred by DSS in dealing with any claim against it including reasonable legal costs and expenses on a solicitor/own client basis;

arising from:

19.1.4 any negligent act or omission by the Licensee in connection with the use of the Dataset;

19.1.5 any breach by the Licensee of its obligations or warranties under this Deed;

19.1.6 any use or disclosure by the Licensee of Confidential or Personal Information held or controlled in connection with this Deed; or

19.1.7 the use by DSS of the Research Material as intended under this Deed but only to the extent that the Research Material has not been misquoted or taken out of context.

19.2 The Licensee's liability to indemnify DSS under clause 19.1 will be reduced proportionately to the extent that any negligent act or omission of DSS contributed to the relevant liability, loss or damage, or loss or expense.

19.3 The right of DSS to be indemnified under this clause 19 is in addition to, and not exclusive of, any other right, power or remedy provided by law, but DSS is not entitled to be compensated in excess of the amount of the relevant liability, loss or damage, or loss or expense.

19.4 This clause 19 will survive the expiration or termination of this Deed.

20 Applicable law

20.1 This Deed will be governed by and construed in accordance with the laws of the Australian Capital Territory (Australia) and the Licensee agrees to submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory in respect of all matters arising under, or in relation to, this Deed.

21 No exclusion

21.1 This Deed does not exclude the operation of any principle of law or equity intended to protect and preserve the confidentiality of the Confidential Information.

21.2 The rights and remedies provided under this Deed are cumulative and not exclusive of any rights or remedies provided by law.

22 Dispute resolution

22.1 DSS and the Licensee will attempt in good faith to resolve through negotiation any disputes, claim or controversy arising out of or relating to this agreement.

23 Termination of Deed

23.1 This Deed may be terminated by either party providing at least 14 days prior notice in writing.

- 23.2 DSS may terminate this Deed by notice in writing, with effect from the date in the notice, if the Licensee fails to remedy a breach of the Deed within 30 days of being given notice by DSS requiring the breach to be remedied.
- 23.3 On expiration or termination of this Deed in accordance with clause 23.1 or clause 23.2, the Licensee must immediately relinquish all DSS datasets in the Licensee's possession by returning them to DSS or take such other steps as agreed with DSS.

24 Notices

Giving notices

- 24.1 A notice, consent, information, application or request that must or may be given or made to a party under this Deed is only given or made if it is in writing and:
- 24.1.1 delivered or posted to that party at its address set out below;
 - 24.1.2 emailed to that party at its email address set out below; or
 - 24.1.3 faxed to that party at its fax number set out below.
- 24.2 If a party gives the other party 5 business days' notice of a change of its email or postal address, a notice, consent, information, application or request is only given or made by that other party if it is delivered, posted or emailed to the latest address.

DSS

Name: Department of Social Services
Business Owner Longitudinal Surveys
National Centre for Longitudinal Data
Policy Evidence Branch TOP DE4

Postal Address: PO Box 9820
Canberra ACT 2610

Email: longitudinalsurveys@dss.gov.au

Fax: 02 6206 9545

Licensee

Name:

Position:

Address:

Email:

Fax Number:

I understand that I must provide DSS with any changes to the above information.

Signature of the Licensee

Time notice is given

24.3 A notice, consent, information, application or request is to be treated as given or made at the following time:

24.3.1 if it is delivered, when it is left at the relevant address;

24.3.2 if it is sent by post, 5 Business Days after it is posted; or

24.3.3 if it is sent by email or fax, upon actual receipt by the addressee.

If a notice, consent, information, application or request is delivered after the normal business hours of the party to whom it is sent, it is to be treated as having been given or made at the beginning of the next Business Day.

25 Miscellaneous

Assignment

25.1 Except as expressly permitted by this Deed, the Licensee must not assign any of their rights under this Deed without the prior written consent of DSS. That consent may be given or withheld at DSS's absolute discretion.

Costs

25.2 Each party will bear its own costs in relation to this Deed, including the exercise of rights and performance of obligations specified in the Deed.

Entire agreement

25.3 This document contains everything the parties have agreed on in relation to the matters it deals with. No party can rely on an earlier document, or anything said or done by another party, or by a director, officer, agent or employee of that party, before this Deed was executed, save as permitted by law.

No agency or partnership

25.4 No party is an agent, representative, partner of any other party by virtue of this Deed.

No authority to act

25.5 No party has any power or authority to act for or to assume any obligation or responsibility on behalf of another party, to bind another party to any agreement, negotiate or enter into any binding relationship for or on behalf of another party or pledge the credit of another party except as specifically provided in this Deed or by express agreement between the parties.

Severability

25.6 If a clause or part of a clause of this Deed can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Deed, but the rest of this Deed is not affected.

Time for action

25.7 If the day on or by which something is required to be done or may be done is not a Business Day, that thing must be done on or by the next Business Day.

Variation

25.8 No variation of this Deed will be of any force or effect unless it is in writing and signed by the parties to this Deed.

Waiver

25.9 The fact that a party fails to do, or delays in doing, something the party is entitled to do under this Deed, does not amount to a waiver of any obligation of, or breach of obligation by, another party. A waiver by a party is only effective if it is in writing. A written waiver by a party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

Execution

Executed as a DEED on Date:/...../.....

Signed, sealed and delivered for and on behalf of **THE COMMONWEALTH OF AUSTRALIA as represented by the Department of Social Services** by

Name of authorised officer (print)

Signature of authorised officer

Delegate, Longitudinal Surveys

Name of HILDA authorised officer (print)

Signature of HILDA authorised officer

Name of LSAC authorised officer (print)

Signature of LSAC authorised officer

Name of LSIC authorised officer (print)

Signature of LSIC authorised officer

Name of BLNA authorised officer (print)

Signature of BLNA authorised officer

In the presence of

Name of witness (print)

Signature of witness

Signed, sealed and delivered by

Name of Licensee (researcher)

Signature of Licensee (researcher)

In the presence of:

Name of witness

Signature of witness