

Data Transfer Agreement

Background: RMIT has agreed to provide the Data to the Recipient. RMIT and the Recipient have agreed that this agreement (including the Agreement Details and Terms of Agreement) will record the terms on which RMIT will provide Data to the Recipient.

Agreement Details:

RMIT		Name:	Royal Melbourne Institute of Technology
		ABN:	49 781 030 034
		Address:	124 La Trobe Street, Melbourne Victoria 3000
		Contact person for receiving notices:	Deputy Vice Chancellor Research dvcr@rmit.edu.au +61 3 9925 4265
		Contact person for operations:	Prof. Mark Sanderson mark.sanderson@rmit.edu.au
Recipient		Name:	
		ABN:	
		Address:	
		Contact person for receiving notices:	
		Contact phone:	
		Contact email:	
Item 1	Recipient Scientist		
Item 2	Data	<p>The WikiHowQA Parsed Text dataset is a part of the WikiHowQA resource and contains parsed text from HTML pages cited in the wikiHow articles from the WikiHowQA resource. The WikiHowQA resource is a multi-document natural language question-answering benchmark built on WikiHow, a website dedicated to answering "how-to" questions. The resource includes 11,746 human-written answers along with 74,527 supporting documents.</p> <p>The WikiHowQA Parsed Text dataset is supposed to be available for research groups to use via a license agreement for research-only purposes. The dataset includes the following fields:</p> <p>article_id: The unique identifier of the article on the WikiHow website. original_url: The original URL of the web page containing the article. archive_url: The URL of a snapshot of the web page from archive.org. The snapshot is the version closest to when the article was created or modified. parsed_text: The plain text parsed from the URL in the form of text passages without any HTML text and page structures. parsed_md: The text parsed in MD format, which preserves formatting such as tables and lists when extracting text content from the web page.</p>	
Item 3	Permitted Use	For the avoidance of doubt the Permitted Use shall not be for open source	
Item 4	Delivery Date		
Item 5	End Date		
Item 6	Authorised Personnel		
Item 7	Fee	N/a	
Item 8	Location		

Executed as an agreement:

Executed by Royal Melbourne Institute of Technology by its duly authorised officer:

_____	_____	_____
Officer signature	Officer name (print)	Date

Executed by _____ **its duly authorised officer:**

_____	_____	_____
Officer signature	Officer name (print)	Date

Date

Authorised personnel of Recipient including Recipient Scientist

Terms of Agreement

1 Data

- (a) RMIT grants the Recipient a non-exclusive licence to use the Data solely for the Permitted Use by the Recipient Scientist.
- (b) RMIT agrees to dispatch the Data to the Recipient on the Delivery Date.
- (c) The Recipient will cease use of the Data on the End Date.
- (d) The Recipient must keep the Data secure and prevent unauthorised use or access to the Data.
- (e) The Recipient must not use the Data or any Derivatives other than for the Permitted Use.
- (f) The Recipient must restrict the use of the Data to the Location and by the Authorised Personnel.
- (g) The Data and any Derivatives must not be used for any commercial purposes.
- (h) The Data and any Derivatives must not be transferred or provided in any form to any third party without the prior written consent of RMIT.
- (i) The Recipient must comply with any reasonable directions given by RMIT in relation to the manner of storage, transport or disposal of the Data and any Derivatives.
- (j) The Recipient will reimburse RMIT for any costs of transferring the Data (**Costs**). The Recipient will pay any such cost within 30 days of receipt of invoice.
- (k) The Recipient is responsible for compliance with regulatory requirements (including without limitation obtaining all relevant ethical and safety clearances necessary or reasonable) in relation to all transport, use, storage and disposal of the Data, including any payment of fees.
- (l) The Recipient agrees to use, store, transport the Data and any Derivatives in compliance with all applicable law.

2 Fee

- (a) The Recipient will pay any Fee and any Costs to RMIT within 30 days of receipt of a tax invoice from RMIT. The Fees are exclusive of any GST.
- (b) If GST or any similar tax, impost or duty is payable in connection with the supply of the Data, the Recipient must pay RMIT the amount of any GST at the time that the relevant Fee is payable.
- (c) Each party agrees to do all things, including providing invoices or other documentation in such form and detail that may be necessary to enable or assist the other party to claim or verify any input tax credit, set off, rebate or refund in relation to any GST payable under this agreement or in respect of any supply under this agreement.

3 Intellectual Property

- (a) The Recipient acknowledges that all Intellectual Property in the Data vests in RMIT.
- (b) Intellectual Property in the Derivatives will vest in RMIT.
- (c) To the extent that the Recipient or its personnel own any Intellectual Property in the Data or Derivatives, the Recipient hereby assigns, or will procure the assignment of, all right, title and interest in such Intellectual Property in the Data and Derivatives to RMIT.
- (d) RMIT grants to the Recipient an irrevocable, royalty-free, worldwide licence to use the Derivatives for the Recipient's internal non-commercial purposes only.

4 Confidential Information

- (a) A party must not, without the prior written consent of the other party, disclose any Confidential Information of the

other party. Without limiting this obligation, a party must not:

- (i) use or permit any person to use the other party's Confidential Information for any purpose other than the performance of this agreement; or
 - (ii) make or assist any person to make any unauthorised use of the other party's Confidential Information.
- (b) A party may disclose Confidential Information of the other party to its advisers in relation to its rights under this agreement or to its employees and sub-contractors on a need to know basis, solely to assist in the performance of obligations under this agreement and on the condition that such persons do not disclose the Confidential Information to any other person.
 - (c) A party may disclose Confidential Information of the other party if it is required to do so by law.

5 Publication

- (a) The Recipient must not publish any information based on or derived from use of the Data without RMIT's prior written consent, which will not be unreasonably withheld.
- (b) The Recipient must acknowledge RMIT as the source of the Data in any publication or presentation.

6 Liability and Indemnity

- (a) Risk of loss or damage to the Data passes to the Recipient on the Delivery Date.
- (b) The Data is supplied on an "as is" basis, which means it may have inherent defects or deficiencies. RMIT does not give any warranty that the Data is suitable for the Permitted Use or any other warranty, express or implied.
- (c) To the extent permitted by law, the parties agree to exclude all terms, conditions and warranties (including any warranty as to merchantable quality or fitness for purpose) implied by common law or statute.
- (d) The Recipient assumes responsibility for the handling and storage of the Data in accordance with applicable laws and regulations.
- (e) Use of the Data or any part of it is at the Recipient's own risk. RMIT will not be liable to the Recipient for any Loss in any way arising from the Recipient's use of the Data. The Recipient releases RMIT against all Loss arising directly or indirectly from the Recipient's use of the Data.
- (f) The Recipient indemnifies and keeps indemnified RMIT against any Loss arising from:
 - (i) the Recipient's use, transport, storage or disposal of the Data or any Derivatives; and
 - (ii) any breach of this agreement by the Recipient.

7 End Date

- (a) At the End Date or upon termination of this agreement, the Recipient must:
 - (i) return to RMIT, the Data and any Derivatives as directed by RMIT;
 - (ii) provide to RMIT a copy of any results in connection with the Permitted Use of the Data; and
 - (iii) immediately pay any outstanding Fees or Costs incurred by RMIT in connection with this agreement.

8 Termination

A party (**non-defaulting party**) may terminate this agreement if the other party is in breach of a term of this agreement and fails to take action to remedy the breach

within 14 days after receiving written notice from the non-defaulting party to remedy the breach.

9 Foreign Relations Legislation

Despite any other provision of this agreement, where an Australian Authority makes a declaration, decision or determination that this agreement must be varied or terminated in accordance with any law or that a party must not give effect to this agreement (or part of it) in accordance with any law:

- (a) neither party is liable to the other to the extent that declaration, decision or determination has the effect (whether directly or indirectly) of varying, terminating or rendering unenforceable this agreement or any part of it; and
- (b) a party may terminate this Agreement to comply with that declaration, decision or determination.
- (c) a party may terminate this agreement to comply with that declaration, decision or determination.

10 Force Majeure

- (a) If a party becomes aware of any matter likely to constitute a Force Majeure Event affecting its obligations under this agreement, it must within 5 Business Days of the occurrence of the Force Majeure Event give to the other party a notice containing full particulars, including the likely effect of the Force Majeure Event on the relevant obligations (**Suspension Notice**).
- (b) Where a party has provided a Suspension Notice, the non-financial obligations of that party under this agreement shall be suspended, to the extent they are affected by the Force Majeure Event, until the cessation of the Force Majeure Event, provided that the maximum period of suspension of obligations under this clause is 3 months per event from the date of occurrence of the relevant Force Majeure Event.

11 Miscellaneous

- (a) **Entire Agreement:** This agreement includes all the terms binding between the parties in connection with this agreement and replaces all previous representations or proposals between them.
- (b) **Dispute Resolution:** If a dispute arises in respect of any aspect of this agreement, the parties must attempt to resolve that dispute in good faith and no party shall be entitled to exercise any of its rights under this agreement or at law unless:
 - (i) that party has served a notice on the other party requesting resolution of the dispute; and
 - (ii) the dispute has not been resolved within 7 days of the date of service of the notice.

Nothing in this clause affects a party's right to seek urgent interlocutory relief.
- (c) **Relationship of the parties:** No party is, or may represent itself to be, by virtue of this agreement an employee, partner, joint venturer, representative or agent of any other party.
- (d) **Amendments:** This agreement may only be amended in writing, signed by both parties.
- (e) **Electronic Signatures:** If this agreement or any variation thereto is signed by any party using an Electronic Signature, the parties:
 - (i) agree that the Electronic Signature will have the same force and effect as an original handwritten signature; and
 - (ii) consent to either party or both parties so signing using an Electronic Signature.
- (f) **Counterparts:** This agreement or any variation thereto

may be executed in counterparts and exchanged electronically (including by email), and the counterparts taken together constitute one document. A counterpart may be signed using an Electronic Signature.

- (g) **Governing Law and Jurisdiction:** This agreement is governed by and construed in all respects in accordance with the laws of the State of Victoria, Australia and the parties hereby submit to the non-exclusive jurisdiction of the courts of the State of Victoria.
- (h) **Assignment:** A party must not novate or assign this agreement or any of its obligations under this agreement without the prior written consent of the other party.
- (i) **Survival:** Those clauses which, by their nature continue, survive the expiry or earlier termination of this agreement.
- (j) **Severability:** If a provision in this agreement is wholly or partly invalid or unenforceable, such provision or part will, to that extent, be treated as deleted from this agreement. This does not affect the validity or enforceability of the remaining provisions.
- (k) **Further Steps:** Each party will do all things and execute all documents necessary to give full effect to this agreement.
- (l) **Signatories:** The signatories to this agreement warrant they have the authority to enter into this agreement on behalf of the party they are stated to represent.
- (m) **Relationship:** Neither party is, or may represent itself to be, by virtue of this agreement an employee, partner, joint venturer, representative or agent of the other party.

12 Interpretation

In this agreement, unless the context otherwise requires:

- (a) a word denoting an individual (such as a 'person') includes a corporation, firm, authority, unincorporated association or instrumentality;
- (b) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (c) words in singular include plural and words in plural include singular;
- (d) '\$' or 'dollars' is a reference to the lawful currency of Australia;
- (e) a reference to a party includes their successors and permitted assigns;
- (f) if any time limit pursuant to this agreement falls on a day which is not a Business Day, that time limit is deemed to have expired at the same time on the next Business Day;
- (g) unless otherwise provided in this document, a party which acts as a trustee of a trust or trusts executes this document both in its own right and as trustee of that trust or trusts and in so doing is not acting in breach of trust; and
- (h) a reference to any person includes that person's legal personal representatives and if any person is a corporation a reference to that person includes its successors and assigns.

13 Definitions

In this agreement, unless otherwise defined, capitalised terms have the meaning as set out below:

Australian Authority means any Australian government, semi-governmental, statutory, administrative, fiscal or judicial body, department, commission, authority, tribunal, public or other person.

Authorised Personnel means the Recipient's personnel described in Item 6.

Confidential Information in respect of a party means all Information submitted or disclosed by one party to the other party at any time in connection with the subject matter of this agreement (including during negotiations, discussions and meetings) and includes without limitation:

- (a) information which at the time of disclosure by a party is identified as being confidential;
 - (i) information which is by its nature confidential;
 - (ii) information which a party knows or reasonably ought to know is confidential;
- (b) but does not include information which:
 - (i) is in or becomes part of the public domain otherwise than as a result of a breach of the terms of this agreement or any other obligations of confidentiality owed by a party; or
 - (ii) prior to disclosure by a party was lawfully known to the other party and in respect of which the other party is not bound by any other obligations of confidentiality.

Derivatives include any improvements, derivatives or modifications to the Data developed by the Recipient.

DocuSign means the secure electronic signature technology system operated by DocuSign, Inc. or its affiliates.

Electronic Signature means an electronic method of signing that identifies the signatory and their signature, and includes DocuSign digital signatures.

End Date means the date described in Item 5.

Fee means the amount set out in Item 7.

Force Majeure Event means any event or circumstance or combination of events and circumstances which is reasonably beyond the control of the party affected thereby and which causes or results in default or delay in performance by such affected party of any of its obligations under this agreement and includes without limitation an act of God, war, hostilities, civil commotion, strikes, lockouts and other industrial disputes, epidemics, quarantine, biological contamination, entry and exit restrictions.

GST means GST within the meaning of the GST Act.

GST Act means *A New Tax System (Goods and Services Act) Act 1999* (Cth) as amended.

Intellectual Property means all intellectual and industrial property rights, including without limitation:

- (a) patents, copyright, rights in circuit layouts, plant breeder's rights, registered designs, trade marks and the right to have confidential information kept confidential; and
- (b) all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

Item means an item of the Agreement Details.

Location means the location(s) described in Item 8.

Loss means, in relation to any matter, all costs, damage, claim, liability, action, loss, charge or expense; and all legal and professional expenses on a solicitor-client basis incurred in connection with investigating, disputing, defending or settling any allegation about that matter.

Data means the Data described in Item 2.

party means a party to this agreement.

Permitted Use means the permitted use of the Data described in Item 3.

Recipient Scientist means the personnel named at Item 1.

DeliveryDate means the date described in Item 4.