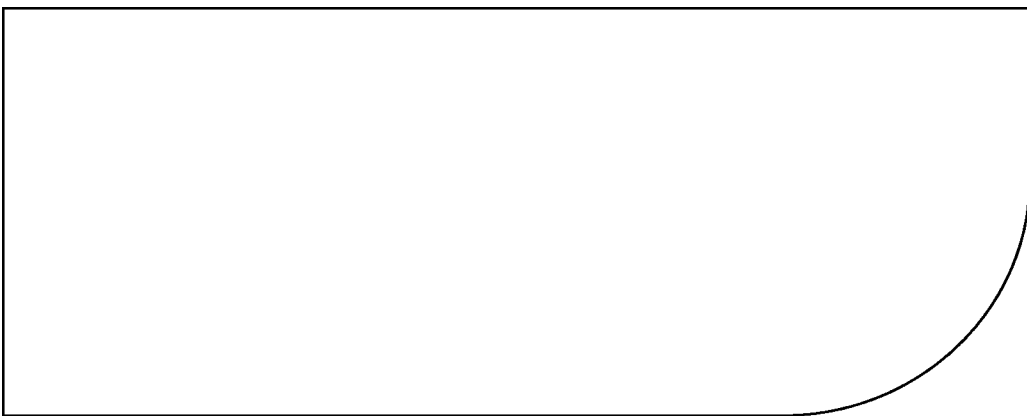


**Deed of Licence for Overseas Researchers**

The Commonwealth of Australia as represented by the Department of  
Families, Housing, Community Services and Indigenous Affairs

Name of Researcher

A large, empty rectangular box with a rounded bottom-right corner, intended for the researcher's name. The box is outlined in black and occupies a significant portion of the lower half of the page.

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# Application for FaHCSIA Longitudinal Surveys

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## **INSTRUCTIONS**

Please complete the following application form if you:

- Are applying for any FaHCSIA Longitudinal Dataset; and
- belong to a Organisation which does not have a an Organisational Deed with FaHCSIA for Longitudinal Datasets.

All information should be written clearly or typed. Please take care to ensure email addresses are correct. All **highlighted fields** in the deed must be completed. Further information about completing this form can be found in the [Manual for Access and Use of FaHCSIA Longitudinal Survey Datasets](#).

When completed, this application can be:

**Emailed to:** [longitudinalsurveys@fahcsia.gov.au](mailto:longitudinalsurveys@fahcsia.gov.au)

**Or faxed to:** (02) 6206 9545

**Or mailed to:** Department of Families, Housing, Community Services and Indigenous Affairs  
PO Box 7576  
Canberra Business Centre  
ACT 2610  
Attn: Longitudinal Surveys Business Owner  
Research and Analysis 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. We prefer double sided printing.**

**Any queries about your application should be sent to:**  
[longitudinalsurveys@fahcsia.gov.au](mailto:longitudinalsurveys@fahcsia.gov.au)

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

**If your contact details later change, please email these changes to:**  
[longitudinalsurveys@fahcsia.gov.au](mailto:longitudinalsurveys@fahcsia.gov.au)

**THIS PAGE MUST BE DELETED PRIOR TO  
PRINTING AND/OR SENDING OF THIS  
APPLICATION TO FaHCSIA**

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## For LSIC Applicants only

*This section can be deleted if you are not applying for the LSIC dataset – [FaHCSIA LONGITUDINAL SURVEYS, DEED OF CONFIDENTIALITY](#)*

Please provide a statement of your standpoint: Who are you, what context are you operating in? (Refer to *The Manual for Access and Use of FaHCSIA Longitudinal Surveys* Section 9 and Appendix A). *This section is compulsory*

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 FaHCSIA 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 is 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 Section 9 and Appendix A of *The Manual for Access and Use of FaHCSIA Longitudinal Surveys*.

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: \_\_\_\_\_

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## Parties

**The Commonwealth of Australia** as represented by the Department of Families, Housing, Community Services and Indigenous Affairs (**FaHCSIA**)

<b>Family Name</b>	
<b>First Name</b>	
<b>Title (Prof, Dr, Ms, Mr)</b>	
<b>Name of Organisation</b>	
<b>Position (if student, specify current level e.g. Masters, PhD)</b>	
<b>If a student, Name of Supervisor*</b>	
<b>Contact Details of Supervisor</b>	Email: Business Telephone:
<b>Postal Address (business)</b>	
<b>Address (where data will be used)</b>	
<b>Telephone (business)</b>	
<b>Email (business)</b>	
<b>Indicate how will data be accessed</b>	CD ROM Secure Server Secure Room

**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)

[Indicate the name of the longitudinal survey(s) that you are applying for]

HILDA General Release    LSAC General Release    LSIC General Release

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

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## Background

- A. The Licensee wishes to use a FaHCSIA General Release datasets for a specific research project that is to be conducted by the Licensee and is of interest to FaHCSIA in meeting its strategic priorities.
- B. The Commonwealth of Australia through FaHCSIA 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

#### Definitions

1.1 In the Deed the following definitions apply:

**Approved Research** means the research project(s) in relation to which FaHCSIA has approved the use of the Datasets under this Deed.

**Authorised User** means a person who has been given permission by FaHCSIA to have access to and use the Datasets for the Approved Research. This is defined in more detail in the Manual.

**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, Research and Analysis Branch, FaHCSIA or another officer of FaHCSIA formally notified as the person to whom notices to FaHCSIA are to be addressed under clause 23.1.

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

**Confidential Information** means, in relation to FaHCSIA, information that:

- a. is by its nature confidential;
- b. is designated in writing by FaHCSIA 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:
  - e. the Datasets, if in a form which discloses any of the information referred to in paragraphs (a)–(d) above;
  - f. other information comprised in or relating to any Intellectual Property of FaHCSIA or third parties (where that information is provided by the third party on behalf of FaHCSIA) if in a form which discloses any of the information referred to in paragraphs (a)–(d) above; or

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- g. information relating to the internal management and structure of FaHCSIA, but does not include information which:
  - h. is or becomes public knowledge other than by breach of the 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
  - i. 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 FaHCSIA latest General Release household and person level Unit Record Data from the HILDA survey, the latest General Release household and person level Unit Record Data from LSAC or the latest General Release household and person level Unit Record Data from LSIC as indicated by the Licensee at the beginning of the Deed.

**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.

**FaHCSIA** means the Commonwealth as represented by the Australian Government Department of Families, Housing, Community Services and Indigenous Affairs.

**FLoSse** means the FaHCSIA's Longitudinal Surveys Electronic Research repository into which users must directly deposit bibliographic details of research created using the datasets <http://flosse.fahcsia.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.

**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 the Deed.

**LSAC** means the Longitudinal Study of Australian Children.

**LSIC** means the Longitudinal Study of Indigenous Children.



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**Manual** means the FaHCSIA *Manual for the Access and Use of Longitudinal Surveys*. The Manual contains the administration requirements for FaHCSIA's longitudinal datasets and describes the responsibilities of the Organisational Delegate, the Data Manager and Authorised Users.

**Personal Information** means information or opinion (including information or opinion forming part of a database) whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent or can reasonably be ascertained from the information or opinion.

**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 the 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 at the University of Melbourne, Australia and in the case of LSAC, the Australian Institute of Family Studies. Contact details are available in the Manual. FaHCSIA manages the functions of the Survey Contract Manager for LSIC.

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

**Unit Record Data** means records about individual respondents from the Datasets, that is, unaggregated data.

## Interpretation

- 1.2 In the 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 the 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

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- 1.2.7 each party provision of the 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 the Deed.

## **2 Term of the Deed**

- 2.1 The Deed takes effect on and from the Commencement Date and, unless terminated in accordance with the Deed, will continue in force until the Licensee complies with the conditions set out in clause 9.2 or until **[insert appropriate date - maximum term is three years from research project start date]** , whichever is earlier.

## **3 Licence**

- 3.1 FaHCSIA 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 and for the term of the Deed.

## **4 Roles, Responsibilities and Access Management**

- 4.1 The Licensee agrees to comply with all procedures and requirements specified in the Manual which forms part of the documentation for the administration of the Deed.
- 4.2 FaHCSIA will advise the Licensee of any changes to the Manual within 5 Business Days in accordance with clause 23.
- 4.3 The Licensee must comply with the provisions set out in the latest version of the Manual. If the Licensee is unable or unwilling to comply with the provisions of the latest version of the Manual, the Licensee must immediately notify FaHCSIA and comply with the requirements of clause 9.2.

## **5 Administration Fee**

- 5.1 The Licensee must pay the administration fee of AUD121 to the Survey Contract Manager prior to the Dataset being provided.
- 5.2 The Survey Contract Manager will provide an invoice as soon as 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:

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**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?**

**What outputs do you intend will result from this research** (e.g. journal article, thesis, book chapter, report, conference presentation etc)? *(If you intend to produce more than one article, please include all that you know about at the time of application.)*

**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).

**Who will own the Intellectual Property of the research material for which the data will be used?**

**Expected Date of Completion of Research** \_\_\_\_ / \_\_\_\_ / \_\_\_\_ (dd/mm/yy)

The Licensee must obtain approval from FaHCSIA before using the Dataset for any research topic other than specified in this clause.

- 6.2 The 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 FaHCSIA and must obtain prior written

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approval from FaHCSIA before using the Dataset while undertaking research for or with another organisation.

- 6.3 The Licensee may modify the Dataset in order to undertake data analysis (e.g. create new derived data items, aggregate and manipulate the data).
- 6.4 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).
- 6.5 The Licensee must not:
  - 6.5.1 perform any matching, sharing, merging or linkage of any of the HILDA datasets with any non-HILDA datasets or any of the LSAC datasets with any non-LSAC dataset or any of the LSIC datasets with any non-LSIC dataset without the prior written consent of FaHCSIA; or
  - 6.5.2 attempt to identify any individuals in the Dataset; or
  - 6.5.3 publish, in any form, any part of the Dataset.

## **7 FaHCSIA responsibility for the Dataset**

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

## **8 Provision of the Dataset**

- 8.1 Subject to clause 5.1 FaHCSIA will use its best endeavours to arrange the provision of the Dataset to the Licensee as soon as possible after the date of signature of this Deed.
- 8.2 FaHCSIA 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 the Deed.

## **9 Security**

- 9.1 The Licensee must comply at all times with any security requirements notified by FaHCSIA and with the following security requirements in relation to the Datasets:
  - 9.1.1 only allow the Unit Record Data from the Datasets to be viewed by Authorised Users as set out in the Manual;
  - 9.1.2 store all complete or partial **General Release** dataset/s, either on a password protected stand alone computer (not networked) or on a password protected drive with a correctly configured server;
  - 9.1.3 store all complete or partial **Unconfidentialised** dataset/s, either on a password protected stand alone computer (not networked) or on a password protected drive on a computer network that has an intruder-resistant firewall, of Defence Signals Directorate approved standard

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- 9.1.4 the password should be at least seven characters long, and contain a mix of upper and lower case characters, and numerics or symbols;
  - 9.1.5 access to the password protected drive is only by Authorised Users as defined in the Manual and the password must only be known to Authorised Users of the Datasets;
  - 9.1.6 where the Authorised User does not have access to the **General Release** dataset via a password protected server, Authorised Users may arrange with the Data Manager to provide them with a copy of the Dataset via CD ROM or DVD that is to be kept and used only on the Organisation's premises. Each CD ROM or DVD will be given a serial number by the Data Manager and will be the responsibility of the Authorised User to whom it was given;
  - 9.1.7 where the Authorised User does not have access to the **Unconfidentialised** dataset via a password protected server, Authorised Users may arrange with the Data Manager to download the Dataset onto a password protected stand alone computer (clauses 6, 7, 9, and 10, apply only in this case
  - 9.1.8 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;
  - 9.1.9 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
  - 9.1.10 removable hard drives, CD ROMs, DVDs or other formats containing the Datasets must be stored in a locked commercial grade filing cabinet when not in use;
  - 9.1.11 the keys or combinations to lockable containers in which Datasets are kept must be kept secure and not be given to any Unauthorised Person;
  - 9.1.12 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;
  - 9.1.13 any unit record output from the Datasets must not be left unsecured for more than 15 minutes, and must be stored in a locked commercial grade container and disposed of using a crosscut shredder when no longer required;
  - 9.1.14 when using the Datasets, users must lock their screen when they are away from their workstation and must have a password protected screen saver set to be activated after no more than 10 minutes;
  - 9.1.15 the Business Owner or their nominated representative may with at least three Business Days notice and during normal business hours make a

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physical inspection of the premises in which the Datasets are stored or used to ensure the security measures are in place, subject to the Business Owner complying with the security measures of the Organisation.

- 9.2 The Licensee is responsible for the Datasets until all of the following conditions have been complied with:
- 9.2.1 destruction of all CD/DVDs containing the Datasets by breaking each disc into at least four pieces;
  - 9.2.2 cancellation of access to the password protected drive on a computer network;
  - 9.2.3 destruction of all paper copies of unit record data in accordance with clause 9.1.10 and
  - 9.2.4 provision of written confirmation to FaHCSIA that clauses 9.2.1, 9.2.2 and 9.2.3 have been complied with.

## **10 User support**

- 10.1 FaHCSIA 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.

## **11 Non-disclosure**

- 11.1 In consideration of FaHCSIA disclosing certain Confidential Information to the Licensee, the Licensee acknowledges and agrees with FaHCSIA:
- 11.1.1 that all Confidential Information is confidential, is the property of FaHCSIA, and is of value to FaHCSIA, and that any Confidential Information disclosed to the Licensee is only disclosed pursuant to the terms of this Deed;
  - 11.1.2 to keep Confidential Information confidential at all times;
  - 11.1.3 that it must not, other than with the prior written approval of FaHCSIA (which may be granted or withheld in FaHCSIA'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,

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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

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

11.2 The Licensee must:

11.2.1 take all reasonable steps and do all reasonable things necessary, and do all things that may be reasonably required by FaHCSIA 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;

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

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

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

11.2.5 if required by FaHCSIA:

(a) permit FaHCSIA or any nominees of FaHCSIA, 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 FaHCSIA) to ensure or check compliance with this Deed; and/or

(b) provide to FaHCSIA a statutory declaration signed by the Licensee stating that they have complied with clause 11.2.4.

11.3 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 11.1.

11.4 This clause 11 will survive the expiration or termination of this Deed.

## **12 Disclosure as required by law**

12.1 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.

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

## **13 Intellectual Property**

- 13.1 The Licensee acknowledges and agrees that the Commonwealth owns all Intellectual Property rights in the Dataset.
- 13.2 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.
- 13.3 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.
- 13.4 The Licensee is exempt from the requirements in clause 13.3 if the Research Material is for internal administration of Australian Government agencies or for confidential business purposes for the Australian Government.
- 13.5 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.
- 13.6 For the purposes of this clause 13, the Commonwealth's Internal Purposes means:
- 13.6.1 use of the Research Material by FaHCSIA to understand the extent to which the Datasets are being used; and
  - 13.6.2 ready access by the Commonwealth to information and research to support internal policy development and evaluation.
- 13.7 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 FaHCSIA under clause 13.5.
- 13.8 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.
- 13.9 This clause 13 will survive the expiration or termination of the Deed.

## **14 Acknowledgement and Disclaimer**

- 14.1 The Licensee agrees to acknowledge FaHCSIA 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.
- 14.2 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



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Manual or any variation of the acknowledgement approved in writing by FaHCSIA in any reports and publications.

## **15 Privacy**

- 15.1 The Licensee agrees with respect to all Confidential Information made available or provided by FaHCSIA or any other person at any time which comprises Personal Information as defined in the Australian Privacy Act 1988 (the Act):
- 15.1.1 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;
  - 15.1.2 to co-operate with any reasonable demands or enquiries made by the Privacy Commissioner;
  - 15.1.3 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 FaHCSIA has obligations under the Act is made aware of, and undertakes in writing, to observe the provisions referred to in clause 15.1.1 above;
  - 15.1.4 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;
  - 15.1.5 to immediately notify FaHCSIA when the Licensee becomes aware of a breach of security by any Individual; and
  - 15.1.6 to notify FaHCSIA of, and co-operate with FaHCSIA in the resolution of, any complaint alleging an interference with privacy.
- 15.2 The Licensee's obligations in this clause 15 are in addition to, and do not restrict, any obligations it may have under:
- 15.2.1 the Act; or
  - 15.2.2 any:
    - (a) privacy codes; or
    - (b) 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 15.
- 15.3 This clause 15 will survive the expiration or termination of this Deed.

## **16 Conflict of interest**

- 16.1 The Licensee warrants that no conflict of interest exists or is likely to arise while in receipt of Confidential Information.

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- 16.2 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.

## **17 Legal requirements**

- 17.1 Each party acknowledges and agrees to comply with the law in force in the Australian Capital Territory (Australia), including but not limited to:
- 17.1.1 Social Security Act 1991;
  - 17.1.2 Privacy Act 1988; and
  - 17.1.3 Criminal Code Act 1995.
- 17.2 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*.

## **18 Indemnity**

- 18.1 The Licensee agrees to indemnify FaHCSIA from and against any:
- 18.1.1 cost or liability incurred by FaHCSIA;
  - 18.1.2 loss of or damage to property of FaHCSIA; or
  - 18.1.3 loss or expense incurred by FaHCSIA in dealing with any claim against it including reasonable legal costs and expenses on a solicitor/own client basis;
- arising from:
- 18.1.4 any negligent act or omission by the Licensee in connection with the use of the Dataset;
  - 18.1.5 any breach by the Licensee of its obligations or warranties under this Deed;
  - 18.1.6 any use or disclosure by the Licensee of Confidential or Personal Information held or controlled in connection with this Deed; or
  - 18.1.7 the use by FaHCSIA 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.
- 18.2 The Licensee's liability to indemnify FaHCSIA under clause 18.1 will be reduced proportionately to the extent that any negligent act or omission of FaHCSIA contributed to the relevant liability, loss or damage, or loss or expense.
- 18.3 The right of FaHCSIA to be indemnified under this clause 18 is in addition to, and not exclusive of, any other right, power or remedy provided by law, but FaHCSIA is not entitled to be compensated in excess of the amount of the relevant liability, loss or damage, or loss or expense.
- 18.4 This clause 18 will survive the expiration or termination of this Deed.

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## **19 Applicable law**

- 19.1 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.

## **20 No exclusion**

- 20.1 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.
- 20.2 The rights and remedies provided under this Deed are cumulative and not exclusive of any rights or remedies provided by law.

## **21 Dispute resolution**

- 21.1 FaHCSIA 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.

## **22 Termination of Deed**

- 22.1 This Deed may be terminated by either Party providing at least 14 day's prior notice in writing.
- 22.2 Subject to clause 9.2, FaHCSIA 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 FaHCSIA requiring the breach to be remedied.
- 22.3 On expiration or termination of this Deed in accordance with clause 22.1 or clause 22.2, the Licensee must immediately follow the process described in clause 9.2 or take such other steps as agreed with FaHCSIA.

## **23 Notices**

### **Giving notices**

- 23.1 A notice, consent, information, application or request that must or may be given or made to a party under the Deed is only given or made if it is in writing and:
- 23.1.1 delivered or posted to that party at its address set out below; or
- 23.1.2 emailed to that party at its email address set out below.

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.

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**FaHCSIA**

Name: Department of Families, Housing, Community Services and  
Indigenous Affairs  
Business Owner Longitudinal Surveys  
Research and Analysis Branch TOP DE4

Postal Address: PO Box 7576  
Canberra Business Centre ACT 2610

Email: longitudinalsurveys@fahcsia.gov.au

Fax: 02 6206 9545

**Licensee**

Name:

Position:

Address:

Email:

Fax Number:

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

Signature of the Licensee

**Time notice is given**

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

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

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

23.2.3 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.

**24 Miscellaneous****Assignment**

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

**Costs**

24.2 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**

24.3 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 the Deed was executed, save as permitted by law.

**No agency or partnership**

24.4 No party is an agent, representative, partner of any other party by virtue of the Deed.

**No authority to act**

24.5 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 the Deed or by express agreement between the parties.

**Severability**

24.6 If a clause or part of a clause of the 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 the Deed, but the rest of the Deed is not affected.

**Time for action**

24.7 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**

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

**Waiver**

24.9 The fact that a party fails to do, or delays in doing, something the party is entitled to do under the 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.

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## Execution

Date: ...../...../.....

Signed, sealed and delivered for and on behalf  
of **THE COMMONWEALTH OF AUSTRALIA**  
as represented by the Department of  
**Families, Housing, Community Services**  
and **Indigenous Affairs** by:

.....  
Name of HILDA Section Manager (print)

.....  
Signature of HILDA Section Manager

.....  
Name of LSAC Section Manager (print)

.....  
Signature of LSAC Section Manager

.....  
Name of LSIC Section Manager (print)

.....  
Signature of LSIC Section Manager

In the presence of:

.....  
Name of witness (print)

.....  
Signature of witness

Signed, sealed and delivered by:

.....  
Name of Licensee (print)

.....  
Signature of Licensee

In the presence of:

.....  
Name of witness (print)

.....  
Signature of witness