



Research Usage Agreement

This **Research Usage Agreement** (“Agreement”) is entered into as of the “Effective Date” identified below, between **DIGITAL HEALTH CRC LIMITED** (“**DHCRC**”) and **[INSERT]** (“**Institution**”). (Institution and DHCRC may each be referred to as a “Party,” and collectively, as the “Parties.”).

DHCRC has been licensed by Health Management Systems Inc. (“**HMS**”) to make the Data (defined below) available to the Institution.

The Parties agree as follows:

Effective Date:	//Insert//
DHCRC Legal Name:	DIGITAL HEALTH CRC LIMITED
State of Organization:	New South Wales, Australia
Street Address:	Level 3, 55 Harrington Street
City, State, Zip:	Sydney NSW, Australia 2000
Contact Name:	Eve Martin
Telephone:	+61 406 660 251
Email:	eve.martin@dhcrc.com
Institution Contact Information:	
Contact Name:	//Insert//
Street Address:	//Insert//
City, State, ZIP:	//Insert//
Telephone:	//Insert//
Email:	//Insert//





SIGNATURES	
The duly authorized representatives of Institution and DHCRC have signed this Agreement to be effective as of the Effective Date.	
[INSERT]	DIGITAL HEALTH CRC LIMITED
Signature:	Signature:
Name (printed):	Name: Victor Pantano
Title:	Title: Chief Executive Officer
Date:	Date:





TERMS

I. Background and Purpose

- (a) HMS and DHCRC have entered into an agreement, pursuant to which DHCRC is granted the right to make the Data available for Academic and Non-Commercial Research Purposes on the terms and conditions set out in the Data Usage Agreement and this Agreement.
- (b) HMS has housed the Data in a secure instance of Amazon Web Services in the United States and will manage the data environment in accordance with HMS security requirements.
- (c) Institution has requested the right to use the Data for a Project and consent has been granted by DHCRC and HMS. The Data will be made available subject to a Data Usage Agreement and the Terms set out in this Agreement.

II. Definitions

In this Agreement, the following terms have the following meaning, unless otherwise indicated:

- (a) “Academic and Non-Commercial Research Purposes” means research or development that is internally funded by the User, or that is funded by the Commonwealth or a State, local, federal, or Territory government or statutory corporation or by a philanthropic or charitable organisation under a funding agreement that does not transfer ownership of Intellectual Property rights to the funding party.
- (b) “Data” means the Data described in the Data Usage Agreement.
- (c) “Data Usage Agreement” means an agreement of that name entered into by the Parties on or about the date of this Agreement.

III. Payment Terms

- (a) All charges payable by DHCRC or HMS associated with providing the Institution with the Data will be passed on to the Institution (‘Fees’).
- (b) Fees may include:
 - i. Amazon Web Service fees and charges: at cost incurred by the Institution;
 - ii. Licence fees associated with providing the Institution with an interface to the Amazon Web Service. At the time of entering into this Agreement, this interface is provided by Ronin and is \$400 per user per year for participants in the DHCRC and \$500 per user per year for non-participants;
 - iii. A one-off support fee: this covers the costs of the DHCRC providing the Institution with support to access the Data. For



participants in the DHCRC, this fee is \$1,000. For non-participants, this fee is \$4,000; and

- iv. A Data compilation and cleansing fee: this covers the cost of the DHCRC providing any services specifically requested by the Institution to compile or cleanse the Data to the Institution's specifications. These charges will be identified by the DHCRC and agreed in writing with the Institution once the Institution's specific requirements and specifications are known by the DHCRC.
- (c) DHCRC will provide the Institution with a monthly tax invoice detailing the Fees incurred in the previous month. All Fees will be due and payable within 30 days of the Institution's receipt of the invoice.
- (d) Fees under this Agreement are exclusive of all taxes, including national, state or provincial and local use, sales, value-added, property and similar taxes, if any. The Institution agrees to pay such taxes. In the case of any withholding requirements, the Institution will pay any required withholding and will not reduce the amount paid to DHCRC on account of such withholding.
- (e) Without prejudice to DHCRC's other rights and remedies under this Agreement, DHCRC may cease providing the Data to the Institution if any sum payable is not paid on or before the due date. DHCRC reserves the right, at its discretion, to suspend providing the Data to the Institution until it receives the required payment (including any late payment fees, interest, debt recovery charges and reactivation fees) in full.

IV. Data

- (a) The Institution acknowledges and agrees that the Data is provided by DHCRC under licence from HMS under the terms of the Data Usage Agreement and that DHCRC has no responsibility for the nature of the Data, its fitness for purpose nor its usability. The Data is the property of HMS and is made available through DHCRC to the Institution as a service to the research community. As between DHCRC and the Institution, the intellectual property in the Data and any information relating to the Data will remain vested in HMS.
- (b) The Institution acknowledges that DHCRC relies on HMS to identify, provide and explain the Data and that DHCRC conducts no testing of its own to determine the accuracy, usability or authenticity of the Data provided to the Institution.
- (c) The Institution accepts all responsibility for ensuring that the Data provided to it under this Agreement suits the purpose for which it will be used. Except as provided by law, the liability of DHCRC is limited, at the discretion of DHCRC, to (a) where possible, resupply of the Data.
- (d) The Institution acknowledges that the Data is experimental in nature and that DHCRC provides it "as is".



- (e) No warranties, express or implied, are offered as to the merchantability or the fitness for any particular purpose of the Data provided to the Institution under this Agreement, nor that any particular research outcome will be achieved by the Institution.
- (f) The Institution agrees to defend and indemnify DHCRC from any claims, costs, expenses, damages, losses, or liabilities (separately and collectively, "Liabilities") that may arise through the acts of the Institution with respect to the Data.
- (g) DHCRC makes no representation that the use of the Data will not infringe any patent or any intellectual property right of any third party.
- (h) The Institution will be solely responsible for any Liabilities incurred by the Institution or which may be claimed by a third party arising out of any use, handling, storage or disposal of the Data by the Institution or out of any negligent, reckless or wilful act or omission by the Institution in respect of the Data.

V. Term and Termination

- (a) The Agreement will be effective on the Effective Date and will terminate when the Date Usage Agreement terminates.
- (b) Upon termination of this Agreement for any reason, DHCRC will issue the Institution with a final tax invoice detailing all Fees payable by the Institution for any Data access provided prior to termination.

VI. Miscellaneous

- (a) **Amendment.** No agreement or understanding varying or extending this Agreement, will be legally binding upon a Party unless in writing and signed by all Parties.
- (b) **Applicable Law.** This Agreement is governed by the laws in force in New South Wales, Australia. The Parties agree to submit to the non-exclusive jurisdiction of the Courts of that State.

