



Research deed of agreement

Between the
RESEARCHER

and the

STATE OF QUEENSLAND
(acting through Department of
Youth Justice, Employment, Small Business and Training)

Table of Contents

Background	3
1. Interpretation	4
2. Duration of this Deed	6
3. State not liable	6
4. The Researcher indemnifies and releases the State	6
5. Researchers' conduct	6
6. Attendance at State's premises	7
7. Assistance from the State	8
8. Affiliation or financial involvement	8
9. Evidence of harm	8
10. Progress reports	8
11. Research report	8
12. Ownership of intellectual property rights in research report	9
13. Licence, warranty and indemnity granted by Researcher	9
14. Moral rights consent	10
15. Researcher and Researchers not agents and Researchers not employees of State in carrying out Approved Research Project	10
16. Privacy and personal information	11
17. Confidentiality	12
18. Access to Young People and Young Persons' Confidential Information	13
19. Publication	14
20. State's copyright and Intellectual Property Rights	15
21. Termination of approval	16
22. Notices	16
23. Variation	16
24. Waiver	17
25. Severability	17
26. Governing Law	17
27. Entire agreement	17
28. Signature Page	18
SCHEDULE A – RESEARCH PROJECT	19
SCHEDULE B - CONTACT OFFICERS/ADDRESS OF PARTIES	20

DEED OF AGREEMENT

BETWEEN

THE STATE OF QUEENSLAND represented by the Department of Youth Justice, Employment, Small Business and Training (through Youth Justice) care of 111 George Street, Brisbane in the State of Queensland

“the State”

AND

RESEARCHER *Insert name and address of chief researcher*

“the Researcher”

Background

- A. Youth Justice is an agency within the Department of Youth Justice, Employment, Small Business and Training that provides early intervention, statutory youth justice and detention services to hold young people accountable for their actions, encourage their reintegration into the community and promote community safety.
- B. The Researcher wishes to conduct a research project titled *Insert name of research project*.
- C. In order to conduct the research project, the Researcher needs access to some or all of the following: the State’s premises, information and employees; and young people detained in detention centres managed by Youth Justice.
- D. The Researcher is employed at/undertaking research at the *Insert name and address of employer or institution*. The Researcher has requested access to some or all of the following: the State’s premises, information and employees; and young people detained in the *Insert name of detention centre/s* Detention Centre/s, for the purposes of the Researcher conducting the research project.
- E. Pursuant to s 297 of the *Youth Justice Act 1992*, the chief executive may only disclose confidential information (as that term is defined in that Act) to a person undertaking research where: the chief executive is satisfied the research is genuine; and the researcher gives an undertaking to preserve the confidentiality of the information and the anonymity of the person to whom the information relates.
- F. On *insert date of approval*, the Youth Justice Governance Group comprising Senior Executives including the delegate of authority for research, determined that the research to be undertaken as part of the research project is genuine. On this basis, Youth Justice has agreed to facilitate access to the State’s resources including young people detained in detention centres (if required).
- G. The Researcher enters into this Deed with the State on the terms and conditions set out below.

The Parties agree as follows —

1. Interpretation

1.1 In this Deed, unless the context otherwise requires or the contrary intention appears, the following definitions apply—

Approved Research Project – the research project to be conducted by the Researchers and detailed in the Research Application and any Conditions of Approval at Schedule A.

Blue Card – a positive notice blue card issued under the *Working with Children (Risk Management and Screening) Act 2000*.

Claim(s) – any claim, action, suit, proceeding, demand, liability, obligation, costs (including legal costs), losses, damages or expenses, including those arising out of terms of any settlement.

Conditions of Approval – The conditions (if any) attached to the State's approval of the Approved Research Project included at Schedule A.

Deed – The agreement evidenced by this document including its Schedules.

Intellectual Property Rights – Includes copyright, trademark, design, patent, semiconductor or circuit layout rights, trade, business or company names, or other proprietary rights, or any rights to registration of such rights existing in Australia, whether created before, on or after the commencement of this Deed.

Moral Rights – the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the *Copyright Act 1968* (Cth), and rights of a similar nature anywhere in the world, whether created before, on or after the commencement of this Deed.

Parties – The State and the Researcher and Party means either one of them.

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

Research Report – The report to be delivered by the Researcher in accordance with this Deed, if any.

Researchers – the Researcher's officers, employees, servants, contractors and agents involved in the Approved Research Project, including but not limited to *Insert names of other researchers, if known*.

State – includes its employees, officers, contractors, agents, successors, assignees and licensees.

State's Confidential Information –

Any information that:

- (a) by its nature is confidential; or
- (b) is designated by the State to be confidential; or
- (c) the recipient knows or ought to know is confidential;

and includes information that is—

- (d) comprised in or relating to any Intellectual Property Rights of the State;
- (e) relating to the financial position of the State and in particular includes information relating to the assets or liabilities of the State and any other matter that does or may affect the financial position or reputation of the State;
- (f) relating to the internal management and structure of any State department, policies and strategies of the State;
- (g) relating to the personnel, officers and employees of the State;
- (h) of the State to which the recipient has access other than information referred to paragraphs (d), (e) and (f) that has any actual or potential commercial value to the State or to the person or corporation which supplied that information;
- (i) relating to the policies, strategies, practices, procedures, operations, dealings, or affairs of the Government of Queensland and any information in the recipient's possession relating to the Queensland Government Public Services; and
- (j) in the recipient's possession relating to the State's clients or suppliers, and like information;

but does not include information which is—

- (k) or becomes public knowledge other than by breach of this Deed; or
- (l) in the possession of the recipient without restriction in relation to disclosure before the date of receipt from the discloser; or
- (m) required by law to be disclosed.

To avoid any doubt, the expression “the State's Confidential Information” may include confidential information relating to a person other than the State, for example, a young offender in a detention centre.

State's Premises – Grounds, facilities and buildings owned or occupied by the State or conducted by or for the State, including but not limited to detention centres established under s 262 of the *Youth Justice Act 1992*.

Young People – children detained at a Youth Detention Centre pursuant to the *Youth Justice Act 1992*.

Young Persons' Confidential Information – confidential information to which Part 9 of the *Youth Justice Act 1992* applies relating to the Young People.

1.2 The headings contained in this Deed are for convenience only and shall not be interpreted to limit or otherwise affect the provisions of this Deed.

2. Duration of this Deed

2.1 This Deed is intended to be binding as soon as it is executed by the Parties.

2.2 This Deed can only be terminated by written agreement between the Parties.

2.3 Subject to sub-clause 2 of this clause, this Deed will survive the termination or completion of the Approved Research Project.

3. State not liable

3.1 The State will not be liable to the Researcher or the Researchers in respect of any loss, damage or injury to person or property suffered by the Researcher or the Researchers while on the State's Premises, for the purposes of the Approved Research Project, except to the extent (if any) to which the loss, damage or injury is attributable to negligence by the State.

4. The Researcher indemnifies and releases the State

4.1 The Researcher agrees to indemnify and keep indemnified the State—

- (a) from and against all Claims of whatsoever nature and however occurring;
- (b) whether or not arising from any negligence of the Researcher or the Researchers;
- (c) by or incurred or suffered by the Researcher or the Researchers carrying out the Approved Research Project or entering or being on the State's Premises;
- (d) arising directly or indirectly from the Researcher or the Researchers carrying out the Approved Research Project or entering or being on the State's Premises.

4.2 The Researcher releases and discharges the State from any Claim which but for the provisions of this Deed might be brought against or made upon the State

4.3 This clause does not apply to the extent that such Claim is caused or contributed to by the State.

5. Researchers' conduct

5.1 The Researcher must ensure that:

- 5.1.1 The Researchers behave and conduct themselves ethically, responsibly, professionally and diligently in the participation of all aspects of the Approved Research Project.
- 5.1.2 The research complies with the terms of the Approved Research Project as approved by the State including any Conditions of Approval.
- 5.1.3 The Researchers, whilst on the State's Premises comply with all —
 - 5.1.3.1 rules, regulations, protocols and procedures (including dress code) which the State may from time to time notify the Researcher or Researchers of and require the Researchers to comply with; and
 - 5.1.3.2 directions given by the State relating to good order, safety, security or confidentiality.
- 5.1.4 The Researchers adhere to workplace health and safety policies and procedures whilst in attendance at the State's Premises.
- 5.1.5 The Researchers adhere to ethical research principles as outlined by their ethics committee.
- 5.1.6 The Researchers with direct access to Aboriginal and Torres Strait Islander children, young people, families, service providers or staff exercise cultural awareness and competence in the conduct of the Approved Research Project in accordance with the principles set out in the *AIATSIS Guidelines for Ethical Research in Australian Indigenous Studies 2012*.
- 5.1.7 The Researchers having direct access to children and young people in the conduct of the Approved Research Project hold or obtain a Blue Card.

6. Attendance at State's premises

- 6.1 The Researcher agrees and acknowledges that:
 - 6.1.1 if the State gives the Researchers permission to be on the State's Premises for the purposes of the Approved Research Project, the permission does not extend to being on those premises for any other purpose.
 - 6.1.2 If the State gives the Researchers approval to be on the State's Premises, the State may, without giving reason, withdraw such approval at any time and direct the Researchers to leave the State's Premises. Such withdrawal and approval may be oral or in writing. The Researchers must immediately comply with any such direction.
- 6.2 The Researcher must ensure that:
 - 6.2.1 The Researchers only attend the State's Premises for the purposes of the Approved Research Project on such days and at such times as approved by the State in writing.
 - 6.2.2 The Researchers comply with all directions given by the State whilst on the State's Premises.

- 6.3 The State agrees that where Researchers are on the State's Premises for the purposes of the Approved Research Project, the State will give such assistance as is reasonably necessary for the Researchers to conduct the Approved Research Project.

7. Assistance from the State

- 7.1 This clause is subject to the assistance to be provided by the State under clauses 6, 17 and 18.
- 7.2 The State shall not be required to provide any assistance (including financial assistance) to the Researcher or the Researchers.
- 7.3 If the State provides any assistance to the Researcher or Researchers, the State is not required to continue to provide that assistance.
- 7.4 The Researcher acknowledges and agrees that the Researcher and the Researchers shall have no claim whatsoever against the State (either at law or in equity or on any other grounds) as a result of the State not providing or not continuing to provide any assistance to the Researcher or Researchers.
- 7.5 The Researcher must ensure the Researchers are aware of the terms of this clause.

8. Affiliation or financial involvement

- 8.1 The Researcher must disclose to the State any affiliation or financial involvement the Researcher or the Researchers may have with any organisation or entity with direct interest in the subject matter of the Approved Research Project.

9. Evidence of harm

- 9.1 The Researcher must ensure that:
- 9.1.1 The Researchers inform the State forthwith of any evidence of Harm (as defined in *Child Protection Act 1999*) or suspected Harm to an individual under 18 years of age that is disclosed by participants during the conduct of the Approved Research Project.
 - 9.1.2 The Researchers are aware of the requirement in clause 9.19.1.1 and inform interview subjects of this requirement before the commencement of any interviews.

10. Progress reports

- 10.1 Where an Approved Research Project has been approved and the anticipated timeframe for its completion exceeds six months, the Researcher must submit to the State progress reports at such frequency as the State may direct.

11. Research report

Obligation to prepare and provide copy

- 11.1 On completion of the Approved Research Project, the Researcher must prepare a Research Report on the Approved Research Project.
- 11.2 The Researcher must ensure that the Research Report complies with the requirements (if any) specified in the Conditions of Approval, including any conditions relating to form or contents of the Research Report.
- 11.3 The Researcher must provide the copy of the Research Report at such time as may be specified in the Conditions of Approval, or if no time is specified in the Conditions of Approval, within 14 days of completing the Approved Research Project or such other time as the State may require.

12. Ownership of intellectual property rights in research report

- 12.1 It is not the intention of the Parties that Intellectual Property Rights in the Research Report or other material produced by the Researcher or the Researchers in the course of conducting the Approved Research Project will belong to the State unless it is otherwise agreed between the Parties in writing.
- 12.2 For the avoidance of any doubt, copyright in the Research Report or other material produced by the Researcher or the Researchers in the course of conducting the Approved Research Project will be owned by the Researcher.

13. Licence, warranty and indemnity granted by Researcher

- 13.1 The Researcher grants the State a non-exclusive, perpetual, irrevocable royalty-free licence to—
 - 13.1.1 reproduce or communicate the whole or any part of the Research Report as many times as the State wishes, in whatever format the State wishes, subject to appropriate acknowledgement of authorship in accordance with proper academic practice for internal use within its organisation;
 - 13.1.2 use the information contained in the Research Report for the State's purposes; and
 - 13.1.3 disclose the Research Report to a Minister, Cabinet, Parliament or Parliamentary Committee for the State of Queensland.
- 13.2 The Researcher warrants that it is authorised to grant the licence granted to the State in clause 11.7.
- 13.3 The Researcher agrees to indemnify and keep indemnified the State from and against all actions, suits, proceedings, claims, demands, costs, losses, damages and expenses of whatsoever nature and however occurring as a result of—
 - 13.3.1 a breach of the warranty given by the Researcher in clause 13.2;
 - 13.3.2 any third party's Intellectual Property Rights being infringed as a result of the State doing any of the things referred to in clause 13.1; or

- 13.3.3 the State being required to pay remuneration to any third person as a result of the State doing any of the things referred to in clause 13.1.

14. Moral rights consent

- 14.1 The parties recognise that the Researchers have Moral Rights in the progress reports (provided for in clause 10), Research Reports (provided for in this clause 11) and other material produced by the Researchers in the course of conducting the Approved Research Project.
- 14.2 The State shall use its reasonable endeavours to ensure that the Researcher's Moral Rights in the progress reports (provided for in clause 10), Research Reports (provided for in this clause 11) and other material produced by the Researchers in the course of conducting the Approved Research Project are not infringed by the State.
- 14.3 The State shall not be liable for any casual or inadvertent infringement of the Researcher's Moral Rights provided that the State uses reasonable endeavours (without incurring legal expenses) to remedy such infringement on a prospective basis.

15. Researcher and Researchers not agents and Researchers not employees of State in carrying out Approved Research Project

- 15.1 Neither the State's approval of the Approved Research Project, nor any assistance provided by the State to the Researcher or the Researchers, nor this Deed shall constitute the Researcher or the Researchers as agents of the State or the Researchers as employees of the State.
- 15.2 Nothing in this Deed shall be construed as creating a relationship of any partnership or joint venture between the Parties; or the State and the Researchers.
- 15.3 The Researcher must not convey any impression whatsoever that in carrying out the Approved Research Project (including contacting third parties) that the Researcher or the Researchers are agents of the State, the Researchers are employees of the State or the Researcher and Researchers are in any way acting on behalf of the State.
- 15.4 The Researcher agrees to acknowledge at all times, including but not limited to during the course of the Approved Research Project and in the Research Report, that the Researcher's and the Researcher's views in relation to the Approved Research Project, however expressed, are the views of the Researcher and the Researchers and do not necessarily reflect the views of the State.
- 15.5 The Researcher must ensure that the Researchers:
- 15.5.1 do not convey any impression whatsoever that in carrying out the Approved Research Project (including contacting third parties) that the Researcher or the Researchers are agents of the State, the Researchers are employees of the State or the Researcher and Researchers are in any way acting on behalf of the State;
 - 15.5.2 acknowledge at all times, including but not limited to during the course of the Approved Research Project and in the Research Report, that the Researcher's and the Researchers' views in relation to the Approved Research Project, however

expressed, are the views of the Researcher and the Researchers and do not necessarily reflect the views of the State.

16. Privacy and personal information

- 16.1 The Researcher acknowledges and agrees that this clause does not confer any rights on the Researcher or the Researchers, or limit any other provision of this Deed.
- 16.2 If the Researcher or Researchers collects or has access to Personal Information in order to carry out the Approved Research Project, the Researcher must:
- 16.2.1 comply with Parts 1 and 3 of Chapter 2 of the *Information Privacy Act 2009* in relation to the discharge of its obligations under this Deed;
 - 16.2.2 where the Researcher is required or permitted to collect Personal Information from any individual for the purposes of the Approved Research Project, provide a notice to the individual in the form and manner approved by the State;
 - 16.2.3 not use Personal Information other than for the purposes of the Approved Research Project, unless required or authorised by law;
 - 16.2.4 not publish or otherwise disclose Personal Information without the written agreement of the State and the person to whom the Personal Information relates, unless required or authorised by law;
 - 16.2.5 ensure that access to Personal Information is restricted to those Researchers who require access in for the purposes of the Approved Research Project ;
 - 16.2.6 ensure that its Researchers who have access to Personal Information comply with obligations the same as those imposed on the Researcher under this clause;
 - 16.2.7 immediately notify the State if it becomes aware that a disclosure of Personal Information is, or may be required by law;
 - 16.2.8 not transfer Personal Information outside of Australia without the prior written consent of the State;
 - 16.2.9 fully co-operate with the State to enable the State to respond to applications for access to, or amendment of a document containing an individual's Personal Information and to privacy complaints; and
 - 16.2.10 comply with such other privacy and security measures as the State reasonably advises the Researcher in writing from time to time.
- 16.3 The Researcher must immediately notify the State upon becoming aware of any breach of this clause 16.
- 16.4 The Researcher must make its Researchers aware of the Researcher's obligations under this clause including, when requested by the State, requiring those persons to promptly sign and submit a Confidentiality and Data Management Agreement, relating to Personal Information.

- 16.5 The Researcher must indemnify the State for any liability arising from a breach by the Researcher or the Researchers of this clause notwithstanding any other provision of this Deed.

17. Confidentiality

- 17.1 For the purposes of this clause, information includes the State's Confidential Information.
- 17.2 The State will have the absolute discretion on deciding what information it will make available to the Researcher and the Researchers for the purposes of the Approved Research Project.
- 17.3 The Researcher must comply with any conditions imposed by the State relating to the provision and confidentiality of information including any relevant Conditions of Approval.
- 17.4 The Researcher must ensure the Researchers comply with any conditions imposed by the State relating to the provision and confidentiality of information including any relevant Conditions of Approval.
- 17.5 The Researcher must not disclose any information to any person, other than to the Researchers, without the prior written consent of the State, whether the information may come to the Researcher's knowledge through the conduct of the Approved Research Project or whilst the Researchers are on the State's Premises or otherwise.
- 17.6 The Researcher must ensure that the Researchers do not disclose information to any person without the prior written consent of the State, whether the information may come to the Researchers' knowledge through the conduct of the Approved Research Project or whilst the Researchers are on the State's Premises or otherwise.
- 17.7 The State has absolute discretion in deciding whether, and to what extent, information may be disclosed by the Researcher or Researchers to third parties, including any conditions on the disclosure.
- 17.8 In particular, but without limiting the generality of clause 17.7, the State may require that the Researcher or the Researchers procure the execution of a Deed of Confidentiality by the person to whom the Researcher or the Researchers proposes to disclose the information. Such Deed shall contain such provisions as the State may require.
- 17.9 The Researcher must comply with any conditions on the disclosure of information to third parties imposed by the State.
- 17.10 The Researcher must ensure the Researchers comply with any conditions on the disclosure of information to third parties imposed by the State.
- 17.11 The obligations of the Researcher under this clause shall not be taken to have been breached where the State's Confidential Information is legally required to be disclosed.
- 17.12 Without limiting the rest of this clause, the Researcher must not use or attempt to use any of the information in any manner which may injure or cause loss either directly or indirectly to the State.
- 17.13 The Researcher must ensure that the Researchers do not use or attempt to use any of the information in any manner which may injure or cause loss either directly or indirectly

to the State.

- 17.14 The State may demand (without needing to reduce the demand to writing) the delivery up to the State of all documents in the possession or control of the Researcher (including the Researchers) containing the State's Confidential Information.
- 17.15 The Researcher must immediately comply with a demand under clause 17.14.
- 17.16 If the State makes a demand under clause 17.14, and the Researcher has placed or is aware that documents containing the State's Confidential Information are beyond its possession or control, then the Researcher must provide full particulars of the whereabouts of the documents containing the State's Confidential Information, and the identity of the person in whose custody or control they lie.
- 17.17 In this clause, "documents" includes any form of storage of information, whether visible to the eye or not.
- 17.18 The Researcher acknowledges the State may take legal proceedings against the Researcher, the Researchers or third parties if there is any actual, threatened or suspected breach of this Deed, including proceedings for an injunction to restrain such breach.
- 17.19 The Researcher must ensure the Researchers are aware of the terms of this clause, including their obligations under it.
- 17.20 This Deed must not be construed to exclude the operation of any principle of law or equity intended to protect and preserve the confidentiality of the State's Confidential Information.
- 17.21 Notwithstanding sub-clause 14.11, the Researcher may retain the State's Confidential Information (or a copy thereof):
 - 17.21.1 to the extent necessary to comply with any law applicable to the Researcher (including any record keeping obligations); and
 - 17.21.2 to the extent that it is contained in email or system backup media made in the ordinary course of business.

18. Access to Young People and Young Persons' Confidential Information

- 18.1 The Parties agree and acknowledge that this clause does not limit any other provision of this Deed.
- 18.2 The State agrees to provide the Researcher and the Researchers access to Young People for the purposes of the Approved Research Project only.
- 18.3 The Researcher acknowledges that the State is obliged under the *Youth Justice Act 1992* to preserve the confidentiality of the Young Persons' Confidential Information.
- 18.4 The Researcher acknowledges that the State will only:
 - 18.4.1 grant access to Young People; and

- 18.4.2 disclose the Young Persons' Confidential Information;
to the Researcher and the Researchers where the relevant Young People have consented in writing to the grant of access and the disclosure of information after being informed by the State of:
- 18.4.3 the access to be granted and information to be disclosed;
- 18.4.4 to whom access is to be granted and information disclosed;
- 18.4.5 the reason for the grant of access and disclosure of information.
- 18.5 The Researcher acknowledges and agrees that any disclosure of the Young Persons' Confidential Information is for the purposes of the Approved Research Project only.
- 18.6 The Researcher undertakes to preserve the confidentiality of the Young Persons' Confidential Information and the anonymity of the Young People to whom the Young Persons' Confidential Information relates.
- 18.7 The Researcher must:
 - 18.7.1 comply with the confidentiality provisions set out at Part 9 of the *Youth Justice Act 1992*;
 - 18.7.2 ensure that the Researchers comply with the confidentiality provisions set out at Part 9 of the *Youth Justice Act 1992*;
 - 18.7.3 obtain from the Researchers an undertaking to preserve the confidentiality of the Young Persons' Confidential Information and the anonymity of the Young People to whom the Young Persons' Confidential Information relates.
- 18.8 Without limiting this clause, the Researcher must ensure that the Researcher nor the Researchers disclose any Young Person's Confidential Information in any progress reports (provided for in clause 10), Research Reports (provided for in clause 11) and any other material produced in the course of conducting the Approved Research Project.

19. Publication

- 19.1 This clause does not limit any other clause of this Deed.
- 19.2 Before publishing or publicly disclosing:
 - 19.2.1 the results of the Approved Research Project, or
 - 19.2.2 the results of any research that includes or relies upon any data or information provided by the State in connection with this Deed, the Researcher must –
 - 19.2.2.1 provide to the State an advance copy of what the Researcher or the Researchers proposes to publish or make publicly known 20 business days prior to the proposed publication date/deadline;
 - 19.2.2.2 obtain written permission from the State to the publication or public disclosure

(not to be unreasonably withheld); and

19.2.2.3 provide to the State and to such relevant service providers as the State may approve, a copy of what is proposed to be published.

19.3 The State upon receipt of the request for proposed publication permission, must provide to the Researcher a written response to the permission request within 20 business days of receipt of the proposed publication and associated request for permission.

19.4 The Researcher acknowledges that the failure of the State to meet clause 19.319.3 does not negate the obligation on the Researcher to meet the requirements of 19.2.

19.5 The State acknowledges that the intention of clauses 19.2 and 19.3 is not to prevent the Researcher or Researchers publishing per se but to ensure that the State has met its legislative obligations.

19.6 If the Researcher publishes or publicly discloses anything referred to in the clause 19.2, the Researcher must –

19.6.1 acknowledge, in a form approved by the State, the assistance of the State and relevant service providers, and

19.6.2 provide to the State and relevant service providers a copy of what has been published or publicly disclosed.

19.7 If the Researchers publish or publicly disclose anything referred to in the clause 19.2, the Researcher must ensure that the Researchers –

19.7.1 acknowledge, in a form approved by the State, the assistance of the State and relevant service providers, and

19.7.2 provide to the State and relevant service providers a copy of what has been published or publicly disclosed.

20. State's copyright and Intellectual Property Rights

20.1 The Researcher acknowledges that—

20.1.1 the State retains whatever copyright the State may own in any records, data, film or other material that the State may make available to the Researcher and the Researchers; and

20.1.2 copying or publication of such records, data, film or other material in which the State owns copyright, without the State's permission, is in breach of the State's copyright except as otherwise provided in the *Copyright Act 1968* (Cth).

20.2 The Researcher agrees not to infringe any Intellectual Property Rights which the State may own in any records, data, film, other material or other information provided to the Researcher and the Researchers by the State.

20.3 The Researcher must ensure that the Researchers do not to infringe any Intellectual Property Rights which the State may own in any records, data, film, other material or other

information provided to the Researcher and the Researchers by the State.

21. Termination of approval

- 21.1 The Researcher acknowledges and agrees that the State may, in the State's sole and unfettered discretion, at any time, either with or without notice, and without giving reasons for its decision to—
- 21.1.1 withdraw or modify the State's approval for the Approved Research Project;
 - 21.1.2 modify the Conditions of Approval ;
 - 21.1.3 cease any assistance which the State may have been providing to the Researcher or Researchers for the Approved Research Project;
 - 21.1.4 withdraw approval to be present on the State's Premises and require the Researchers to leave the State's Premises.
- 21.2 The Researcher acknowledges and agrees that the Researcher and its Researchers shall have no right or remedy against the State, either at law or in equity, or in any other manner whatsoever as a result of the State doing any of the things referred to in clause 21.1.
- 21.3 Without limiting clause 21.2, the Researcher agrees that if the State does any of the things referred to in clause 21.1, the State shall not be required to pay to the Researcher any amount which the Researcher or the Researchers may have paid to the State as a condition of the State approving the Approved Research Project.

22. Notices

- 22.1 Any notice required to be given pursuant to this Deed—
- 22.1.1 must be in writing addressed to the Party at its address in Schedule B, or other address notified in writing by the Party; and
 - 22.1.2 may be delivered by hand, sent by pre-paid post or sent by email or facsimile transmission.
- 22.2 A notice delivered by hand or sent to the email address or facsimile number of the recipient before 4pm on any business day, will be deemed to be received on that day, and if after 4pm, it will be deemed to be received on the next business day.
- 22.3 A notice sent by pre-paid post will be deemed to be received two business days after posting.
- 22.4 For the purpose of this clause "business day" means a day that is not a Saturday, Sunday or public holiday in Queensland.

23. Variation

23.1 This Deed may only be varied by agreement in writing executed by the State and the Researcher.

24. Waiver

24.1 Failure of any Party to enforce any of the terms of this Deed shall not be considered a waiver by the Party of the term or in any way affect the validity of the Deed or any part thereof.

25. Severability

25.1 If any provision of this Deed is held to be illegal or unenforceable the provision will be severed from the Deed and the remaining provisions will govern the relationship of the Parties as if the offending provision had not been included.

26. Governing Law

26.1 This Deed will be governed and construed in accordance with the laws of the State of Queensland and the Parties submit to the jurisdiction of the Courts of Queensland.

27. Entire agreement

27.1 The provisions of this Deed constitute the entire agreement between the Parties and no written or oral agreement, arrangement or understanding made or entered into prior to the commencement date of the Deed will in any way be read or incorporated into this Deed.

27.2 To the extent of any inconsistency between this Deed and the Approved Research Project, the provisions of this Deed shall prevail.

27.3 The Researcher acknowledges that in entering this Deed the Researcher has not relied on any statement, representation, warranty or condition by the State in respect of the subject matter of this Deed.

28. Signature Page

Executed as a Deed with the intention of being immediately bound thereby, on the dates below.

SIGNED for and on behalf of the **STATE OF QUEENSLAND (acting through the Department of Youth Justice, Employment, Small Business and Training)** by:

_____ **full name**

_____ **position**
(who is a duly authorised officer)

this **day of month** day

of **month year**

in the presence of:

_____ **print name of witness**

SIGNED for and on behalf of the **RESEARCHER** by its authorised Officer:

_____ **full name**

_____ **position**

this **day of month** day

of **month year**

in the presence of:

_____ **print name of witness**

_____ **signature**

_____ **signature of witness**

_____ **signature**

_____ **signature of witness**

SCHEDULE A – RESEARCH PROJECT

[Attach Research Application and any Conditions of Approval]

SCHEDULE B - CONTACT OFFICERS/ADDRESS OF PARTIES

The Researcher

Name:	
Position:	
Address for Service:	
Telephone:	
Email:	

The State

Name:	
Position:	
Address for Service:	
Telephone:	
Email:	