

## DATA SHARING AGREEMENT (AMENDED AND RESTATED – EXECUTED BY ALL PARTIES 14.04.26)

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This Agreement is made on the Commencement Date.

### PARTIES:

1. **THE AUSTRALIAN INSTITUTE OF MARINE SCIENCE** (ABN 78 961 616 230) a body corporate established under the *Australian Institute of Marine Science Act 1972* (Cth) of 1526 Cape Cleveland Road, Townsville, Queensland 4810, Australia (**AIMS**)
2. **COMMONWEALTH SCIENTIFIC AND INDUSTRIAL RESEARCH ORGANISATION, (ABN 41 687 119 230)** a body corporate established pursuant to the *Science and Industry Research Act 1949* (Cth) and having its principal office at CSIRO Black Mountain Science and Innovation Park, Clunies Ross Street, Acton ACT 2601, Australia, as represented by its Oceans and Atmospheric Business Unit (**CSIRO**)
3. **CURTIN UNIVERSITY** (ABN 99 143 842 569) a body corporate established under the *Curtin University Act 1966 (WA)*, of Kent Street, Bentley, Western Australia 6102 (**Curtin**)
4. **DEAKIN UNIVERSITY** (ABN 56 721 584 203) of 1 Gheringhap Street, Geelong, Victoria 3220 (**Deakin**)
5. **DEPARTMENT OF BIODIVERSITY CONSERVATION AND ATTRACTIONS** (ABN 38 052 249 024) of 17 Dick Perry Avenue, Kensington WA 6151 (**DBCA**)
6. **FISHERIES, DEPARTMENT OF PRIMARY INDUSTRIES AND REGIONAL DEVELOPMENT** (ABN 18 951 343 745) of 39 Northside Drive, Hillarys WA 6025 (**DPIRD**)
7. **FLINDERS UNIVERSITY** (ABN 65 542 596 200) a body corporate established pursuant to the *Flinders University Act 1966 (SA)*, of Sturt Road, Bedford Park, Adelaide, SA 5042 (**Flinders**)
8. **JAMES COOK UNIVERSITY** (ABN 46 253 211 955) of 1 James Cook Drive, Douglas, Queensland Australia 4811 (**JCU**)
9. **DEPARTMENT OF PRIMARY INDUSTRIES AND REGIONAL DEVELOPMENT (NSW)** (ABN 19 948 325 463) of Port Stephens Fisheries Institute, Locked Bag 1, Nelson Bay NSW 2315 (**NSW DPI**)
10. **SA DEPARTMENT FOR ENVIRONMENT AND WATER** (ABN 36 702 093 234) of 80-95 Waymouth Street, Adelaide SA 5000 (**DEWNR**)
11. **UNIVERSITY OF TASMANIA** (ABN 30 764 374 782 ARBN 055 647 848)) a body corporate continued in existence under the *University of Tasmania Act 1992* and having its registered address at 2 Churchill Avenue, Sandy Bay, Tasmania, Australia (**UTAS**)

12. **UNIVERSITY OF WESTERN AUSTRALIA** (ABN 37 882 817 280) of 35 Stirling Highway Crawley, WA 6009 (**UWA**)
13. **UNIVERSITY OF THE SUNSHINE COAST** (ABN 28 441 859 157) of 90 Sippy Downs Dr, Sippy Downs QLD 4556 (**UniSC**)

each a **“Party”**, collectively the **“Parties”**.

**RECITALS:**

- A. The Parties have agreed to disclose Data for the Permitted Purpose.
- B. The Parties agree to the terms and conditions of this Agreement.

**IT IS AGREED AS FOLLOWS:**

**1. DEFINITIONS**

- 1.1 In this Agreement the following definitions apply, except where the context otherwise requires:

**“Agreement”** means this agreement, including the schedules, annexures and any variation agreed to in writing by all Parties.

**“Business Day”** means a day that is not a Saturday, Sunday or public holiday in Australia.

**“Commencement Date”** means the 1 November 2023.

**“Completion Date”** means the completion date set out in Item 2 of the Schedule.

**“Data”** means the data and any associated metadata set out in Item 3 of the Schedule of a Disclosing Party other than data which is:

- (a) developed independently by or on behalf of the Recipient Party; or
- (b) already in the Recipient Party’s possession when provided by or on behalf of the Disclosing Party.

**“Disclosing Party”** means a Party disclosing, providing or making available its Data.

**“GlobalArchive”** means the database for the centralised repository of the Data.

**“Nominated Party”** means the Party appointed in accordance with clause 6.9.

**“Original Parties”** means AIMS, CSIRO, Curtin, Deakin, DBCA, DPIRD, Flinders, JCU, NSW DPI, DEWNR, UTAS, UWA and UniSC. Original Parties are the founding members of the Fish Collective.

**“Personnel”** means any natural person who is an officer, employee, student, agent or professional advisor of a Party.

**“Permitted Purpose”** means the purpose set out in Item 1 of the Schedule.

**“Project”** means the program of research, publications and workshops to be carried out in accordance with this Agreement and Item 5 of the Schedule.

**“Review Committee”** means the committee established pursuant to clause 6, responsibly for establishing, managing and approving use of the Data as per Item 1 of the Schedule (Permitted Purpose) and overseeing the application process for parties seeking to join The Fish Collective.

**“The Fish Collective”** means a collaborative group of BRUV users that analyse and synthesise BRUVs data using an online GlobalArchive database. The Fish Collective is a new initiative with open and expanding membership. For the avoidance of doubt, The Fish Collective includes Original Parties and any additional parties that become a Party to this Agreement in line with clause 18.

**“Term”** means the period of time set out in clause 2.1.

**“User Guide”** means the GlobalArchive: A repository of aquatic annotation, Langlois T.J. et al 2017, Google Docs, 18pp.

**2. TIME AND PERFORMANCE OF THE PROJECT**

- 2.1 The Agreement will commence on the Commencement Date and continues until the Completion Date, unless terminated earlier by mutual agreement in writing by all Original Parties.
- 2.2 The Parties will undertake the Project in accordance with the Schedule and Annexure A.
- 2.3 Subject to clauses 5.6 to clause 5.9, the Parties agree to provide Data to the GlobalArchive in accordance with the User Guide, as soon as is reasonably practicable after the Commencement Date, solely for the Permitted Purpose during the Term.
- 2.4 The Parties acknowledge that Data is a research tool and that due to the speculative nature of scientific research, it would be unreasonable to expect a Party to give any assurances to each other Party as to the performance of its Data. For the avoidance of doubt, the fact that a Party has reviewed a description of the Permitted Purpose does not constitute any advice by that Party, nor any endorsement of the Permitted Purpose.
- 2.5 A Party may not subcontract the performance of any part of the Project unless it has received the prior written consent of all Original Parties, such consent to not be unreasonably withheld.
- 2.6 The Parties obligations under clause 3.1 of this Agreement survive a period of 5 years from expiry or early termination of this Agreement, or such other period of time agreed by the Parties in writing.

**3. OBLIGATIONS OF CONFIDENTIALITY**

- 3.1 In consideration of being provided Data from a Disclosing Party, a Recipient Party must:
  - a) not use, and ensure its Personnel do not use, or permit to be used, the Data for any purpose other than in compliance with its obligations under this Agreement;
  - b) take all action necessary to maintain the confidential nature of the Data and safeguard the confidentiality of the Data;
  - c) not disclose any Data to any other person other than those of its Personnel who need to have access to that Data for the Permitted Purpose, who are aware of the requirements of this Agreement, and who are bound by an enforceable obligation of confidentiality no less onerous than those contained in this Agreement;
  - d) not disclose Data to any third party, except as expressly permitted under this Agreement, without the prior written consent of the Disclosing Party;

- e) promptly notify the Disclosing Party on becoming aware of any unauthorised disclosure or use of Data; and
- f) to take all steps which the Disclosing Party may reasonably require in the event of unauthorised disclosure or use of Data.

3.2 For the avoidance of doubt, subject to clauses 5.6 to clause 5.9, a Party consents to the administrators of GlobalArchive disclosing its Data in accordance with the User Guide to each other Party for the Permitted Purpose during the Term.

#### **4. EXCEPTIONS TO CONFIDENTIALITY OBLIGATIONS**

4.1 The obligations of confidentiality on the Parties under clause 3 will not be taken to have been breached to the extent that Data:

- a) is disclosed by a Party to its Personnel solely in order to comply with obligations, or to exercise rights, under this Agreement;
- b) is subject to disclosure pursuant to the operation or request of any law, judicial or parliamentary body or governmental agency;
- c) is authorised or required by law to be disclosed provided it takes all reasonably available legal measures to avoid such disclosure and notifies the Disclosing Party as soon as practicable after such disclosure is ordered, so that the Disclosing Party may seek an appropriate protective order or other remedy; or
- d) is in the public domain otherwise than due to a breach of this Agreement.

4.2 In the event of a request for disclosure pursuant to clause 4.1b) the Recipient Party will:

- a) use all reasonable efforts to provide the Data with prompt written notice to the Nominated Party of the request;
- b) disclose only that portion of the Data that its legal counsel advises the Recipient Party is compelled to disclose; and
- c) use all reasonable efforts to obtain assurance that the Data will be treated as confidential.

#### **5. OWNERSHIP OF DATA**

5.1 Data made available by a Disclosing Party remains the property of the Disclosing Party at all times.

5.2 Subject to clause 5.9, the Parties grant to each other Party a non-exclusive, royalty-free, non-transferable licence to use the Data for the Permitted Purpose during the Term, subject to any conditions or restrictions specified in Item 3 of the Schedule and any reasonable direction of the Disclosing Party.

5.3 Where the Recipient Party is a government department or agency, the licence granted under clause 5.2 is limited to use within the Recipient Party's department and does

not extend to supply or use by any other government department or agency.

- 5.4 The licence granted to the Recipient Party under clause 5.2 does not include a right to exploit the Data for any purpose other than the Permitted Purpose, and does not include a right to exploit for any commercial purpose.
- 5.5 If the Recipient Party wishes to use the Data for purposes other than the Permitted Purpose (including for commercial purposes), they must direct their request to the Disclosing Party who agrees to negotiate in good faith the terms of a separate licence, provided that neither party is under any obligation to enter into any such licence on any specific terms, or at all.

#### **Removal of Data Sets**

- 5.6 Subject to clause 5.7 a Party can elect at its own discretion to remove Data made available under this Agreement (“Recalling Party”).
- 5.7 The Recalling Party must provide the Nominated Party Agreement with written notice of the Data it wants to remove from the Agreement specifying in reasonable detail the description of the Data (“Notification”). As soon as reasonably practicable after receipt of the Notification, the Nominated Party will provide the Notification to all other Parties to this Agreement.
- 5.8 The Recalling Party and the Original Parties will promptly enter a written agreement to remove access to the Data as specified pursuant to clause 5.7
- 5.9 From the date of Notification by the Recalling Party pursuant to clause 5.7, the other Parties will no longer be permitted access to the specified Data and all licenses to such Data granted under clause 5.2 of this Agreement will be revoked. The other Parties agree to destroy, or cause to be deleted or removed from GlobalArchive, all copies of the Recalling Party’s Data as specified in the Notification.

#### **6. REVIEW COMMITTEE**

- 6.1 At the Commencement Date, the Review Committee will comprise the following ex officio members or their nominee:
- a) for the NSW Department of Primary Industries:
    - (i) Dr Nathan Knott, Senior Research Scientist, Fisheries Research;
  - b) for AIMS:
    - (i) Dr Dianne McLean, Research Team Leader, Marine Fauna Ecology and Pressures
  - c) for UWA:
    - (i) Dr Tim Langlois, Researcher, Marine Ecology
  - d) for Deakin University:
    - (i) Dr Daniel Ierodiaconou, Associate Professor, School of Life and Environmental Sciences
  - e) for Curtin University:
    - (i) Prof. Euan Harvey, Professor, School of Life and Environmental Sciences

- f) University of Tasmania:
    - (i) Associate Professor Neville Barrett, Institute for Marine and Antarctic Studies
  - g) For Department of Biodiversity, Conservation and Attractions:
    - (i) Dr Jordan Goetze, Research Scientist, Marine Science Program
- 6.2 At the first meeting of the Review Committee, the Review Committee will appoint additional members to the committee from any Party to this Agreement who has expressed interest in joining the Review Committee, subject to there being only one (1) representative for each Party.
- 6.3 As soon as possible after the Start Date and every one (1) year following for the Term of this Agreement, the Review Committee must convene a meeting to discuss and approve the use of the Data for new publications.
- 6.4 A Party may replace its nominated representative at any time by providing written notice to the other Parties, including the name and contact details of the new representative.
- 6.5 If a representative resigns, is no longer employed by the nominating Original Party, or is otherwise unable to perform their duties, the nominating Party must appoint a replacement within 30 days and provide written notice to the other Parties.
- 6.6 The Review Committee may, by unanimous agreement, invite additional representatives to join the Committee, provided such inclusion does not alter the decision-making structure unless otherwise agreed in writing by all Original Parties.
- 6.7 The Review Committee will be responsible for establishing, managing and overseeing the process by which additional members may join. The Review Committee may determine the procedures, criteria and documentation required for such applications at its discretion.
- 6.8 Review Committee Meetings
- a) If a member of the Review Committee is unable to attend a scheduled meeting or participate in a review, that member may nominate a proxy to attend or participate on their behalf.
  - b) A quorum for any meeting of the Review Committee shall be constituted by the presence (either in person or via proxy) of no fewer than five (5) members. No decisions or recommendations shall be made unless a quorum is present. In the event that a quorum is not achieved, the meeting shall be rescheduled to such time, day and place as is agreed by the members of the Review Committee.
  - c) Meetings of the Review Committee may be called or held using any technology consented to by its members, and such consent may be standing.
- 6.9 Nominated Party
- a) The Parties acknowledge that the Nominated Party is AIMS unless replaced by written resolution of a majority of members of the Review Committee.
  - b) The Nominated Party's role is to act as the designated recipient for notices under this Agreement and to inform the relevant Parties as soon as reasonably practicable after receipt a notice.
  - c) For the avoidance of doubt, the Nominated Party's role is purely administrative and it does not hold, control, process or access any Party's Data except as expressly permitted under this Agreement.

## 7. NO WARRANTIES

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- 7.1 The Parties agree that Data is disclosed on an "as is" basis.
- 7.2 A Disclosing Party:
- a) does not warrant or undertake that its Data is suitable for or will assist a Recipient Party in its operations for the Permitted Purpose;
  - b) does not warrant that its Data is free from errors, viruses, worms or similar defects;
  - c) does not give any assurances to a Recipient Party as to the performance of its Data or that the Permitted Purpose will lead to any particular results;
  - d) the use of its Data will not infringe the rights (including intellectual property rights) of any person;
  - e) expressly excludes any warranties of merchantability or of fitness for a particular purpose or otherwise in relation to its Data;
  - f) will not be liable in contract, tort, negligence or otherwise to a Recipient Party for any special, direct, indirect, consequential or other damages in any way resulting from or arising out of the use of its Data by a Recipient Party.

## 8. LOGOS

- 8.1 The Parties must not use another Party's name, logo or trademark without the other party's prior written consent.

## 9. PUBLICATION

- 9.1 Where a proposed publication, presentation, journal article, abstract or other publication ("**Publication**") by a Party ("**Publishing Party**") contains another Party's Data or confidential information ("**Disclosing Party**"), the Publishing Party must provide a copy of all proposed Publication material to the Disclosing Party for their review at least 30 days prior to the date of publication (or submission for publication where applicable) or as otherwise required by Annexure A.
- 9.2 The Disclosing Party must notify the Publishing Party in writing of its required amendments associated with the removal of Data or confidential information in detail within 21 days of receipt of the proposed Publication, and shall not act unreasonably in requiring amendments or in withholding or delaying their approval of the Publication. Where the Disclosing Party's request is not unreasonable, the Publishing Party must comply with the request and make the required amendments.
- 9.3 If the Disclosing Party fails to respond to the Publishing Party within the said 21 day period, that Party's approval will be deemed to have been given to the Publication.
- 9.4 The Publishing Party must at the time the Publication is provided under clause 9.2 offer to attribute authorship to a Party's Personnel who have made a substantial scholarly contribution to the work including a combination of:
- a) conception and design of the work;
  - b) analysis and interpretation of research data; and

- c) drafting significant parts of the works or critically revising it so as to contribute to the interpretation.

9.5 A Party's Personnel offered authorship under clause 9.4 must accept or decline in writing at least 10 days prior to the date of publication (or submission for publication where applicable). Failure to so notify by a Party's Personnel will be deemed a decision to decline.

## **10. ACKNOWLEDGEMENT**

10.1 The Parties must acknowledge the support and contribution of each Party, or external parties that have provided financial support to this Project and/or collection and analysis of the Data in all Publications arising out of the Permitted Purpose, irrespective of authorship and contribution to a Publication.

10.2 The Parties agree to insert, or cause to be inserted, an acknowledgement clause as specified in Annexure A and relevant to the Data or in its absence, the following acknowledgement in any Publication:

*"We acknowledge GlobalArchive and The Fish Collective for providing access to the Australian BRUVs synthesised data for which quality control was provided using CheckEM."*

10.3 Where a Party is to be named in a Publication, the Publishing Party must obtain the prior written consent of each named Party.

## **11. TERMINATION AND RETURN OF DATA**

11.1 This Agreement may be terminated by mutual agreement in writing by all Original Parties.

11.2 A Party may terminate its participation in this Agreement at any time by giving at least 3 months' written notice to the Nominated Party. As soon as reasonably practicable after receipt of this notice, the Nominated Party will provide the notice of termination to all other Parties to this Agreement.

11.3 On expiry or termination of this Agreement, or upon the written request of a Disclosing Party, a Recipient Party must:

- a) at the Disclosing Party's option, return to the Disclosing Party, or destroy, or cause to be deleted or removed from GlobalArchive, all copies of the Disclosing Party's Data (or part thereof) in the possession of the Recipient Party, except to the extent the Data has been used for the Permitted Purpose; and
- b) if requested by the Disclosing Party, provide a statement in writing that it has complied with the obligations in clause 11.3a).

11.4 Notwithstanding Clause 11 above, each Party is permitted to retain a copy of all Data, and all Confidential Information, in order to comply with its legislated records retention requirements, but for no other purpose whatsoever.

## **12. INDEMNITIES**

12.1 Subject to any terms, conditions and warranties which the law expressly provides may not be excluded, restricted or modified, or may be excluded, restricted or modified only to a limited extent ("Prescribed Terms"), all conditions, warranties, terms and obligations

expressed or implied by law or otherwise relating to the performance of the Parties obligations, or any goods or services supplied or to be supplied by the Parties under this Agreement, are excluded.

- 12.2 To the extent permitted by law, the liability of a Party to each other Party for a breach of a Prescribed Term implied into this Agreement is limited, at the first Party's option, to the repair or replacement of the goods, the cost of repairing or replacing the goods, the re-supply of the services or the payment of the cost of re-supplying the services.
- 12.3 To the extent permitted by law, a Party will have no liability to each other Party, however arising and under any cause of action or theory of liability, in respect of special, indirect or consequential damages, loss of profit (whether direct or indirect), loss of data or loss of business opportunity.
- 12.4 Subject to clause 12.3, each Party ("the Indemnifying Party") releases and indemnifies each other Party and its respective Personnel ("the Indemnified Party") from and against all actions, claims, proceedings and demands (including those brought by third parties) which may be brought against it or them, whether on their own or jointly with the Indemnifying Party and whether at common law, under tort (including negligence), in equity, pursuant to statute or otherwise, in respect of any loss, death, injury, illness or damage directly caused by:
- a) the Indemnifying Party's acceptance, use, storage or disposal of the Data which is negligent or constitutes a negligent breach of its obligations under this Agreement;
  - b) any unlawful or negligent act or omission of the Indemnifying Party in the performance of this Agreement; or
  - c) any breach of the Indemnifying Party's warranties or obligations contained in this Agreement,
- from and against all damages, reasonable costs and expenses incurred in defending, satisfying or settling any such action, claim, proceeding or demand.
- 12.5 An Indemnifying Party's liability under clause 12.4 will be reduced proportionately to the extent that the Indemnified Party or its Personnel caused, or contributed to, the loss, liability, damages, costs, claim or action.

### **13. WAIVER**

- 13.1 No right under this Agreement is waived or deemed to be waived except by notice in writing signed by all the Original Parties waiving the right.
- 13.2 A waiver of one Party does not prejudice its rights in respect of any subsequent breach of this Agreement by another Party.
- 13.3 A Party does not waive its right under this Agreement because it grants an extension or forbearance to the other Parties.

### **14. NOTICES**

- 14.1 Notices under this Agreement shall be to the addresses specified in Item 4 of the Schedule for each of the Parties and shall be deemed given:
- a) if hand delivered, at the time of delivery;
  - b) if sent by post 3 Business Days after posting (7 Business Days if international); or
  - c) if sent by e-mail, on receipt by the sender of a notification of delivery to the recipient's computer generated by the machine from which the e-mail was

sent.

## **15. DISPUTE RESOLUTION**

- 15.1 If a dispute arises out of or related to this Agreement, no Party may commence court or arbitration proceedings (other than proceedings for urgent interlocutory relief or an action by any Party under or purportedly under clause 12) unless it has complied with this clause 15.
- 15.2 A Party to this Agreement claiming that a dispute has arisen under or in relation to this Agreement must give written notice to the other Parties specifying the nature of the dispute. On receipt of that notice by the other Parties, the Parties' representatives must endeavour in good faith to resolve the dispute expeditiously and failing agreement within 7 days must use informal dispute resolution techniques such as mediation, expert evaluation or determination or similar techniques agreed to by them.
- 15.3 If the Parties do not agree within 7 days of receipt of the notice referred to in clause 15.2 as to the dispute resolution technique, procedures and time table to be adopted, and the selection and compensation of the independent person required for such a technique, then the Parties must mediate the dispute and the President of the Law Society of Western Australia or the President's nominee will select the mediator and determine the mediator's compensation. The mediator will determine the procedure for the mediation, provided that the mediation will take place in Perth, Western Australia or such other place as is agreed by the Parties and will be conducted in the English language.

## **16. SURVIVAL**

- 16.1 The following clauses and the obligations they impose upon the Parties will survive the expiration or earlier termination of this Agreement:
- a) clause 5.1 and 5.5 Ownership of Data;
  - b) clause 7 No Warranties;
  - c) clause 8 Logos;
  - d) clause 9 Publications;
  - e) clause 10 Acknowledgment;
  - f) clause 11.3 Return of Data;
  - g) clause 12 Indemnities;
  - h) clause 15 Dispute Resolution;
  - i) clause 16 Survival.

## **17. GENERAL**

- 17.1 This agreement contains the entire agreement between the Parties in relation to the subject matter of this Agreement.
- 17.2 The rights and obligations of each Parties under this Agreement are personal and may not be assigned, sublicensed or transferred without the prior written consent of the other Parties.
- 17.3 If any provision of this Agreement is held unenforceable or void, the remaining provisions will be enforced in accordance with their terms.

- 17.4 Nothing in this Agreement will be construed so as to make any Party an employee, agent or partner of another, or create any relationship of partnership, agency, or trust whatsoever.
- 17.5 All liabilities under this Agreement will be several, and not joint or joint and several.
- 17.6 This Agreement may be signed in any number of counterparts.
- 17.7 This Agreement may be varied by written agreement of all Original Parties.
- 17.8 This Agreement shall be construed and governed in accordance with the laws of Queensland.
- 17.9 Each signatory to this Agreement warrants that he or she has authority to bind to this Agreement the Party he or she is stated to represent.

**18. FURTHER PARTIES TO THE FISH COLLECTIVE**

- 18.1 The Parties agree that The Fish Collective will be open to additional parties who wish to contribute and collaborate within The Fish Collective.
- 18.2 The rights and obligations of each Parties under this Agreement are personal and may not be assigned, sublicensed or transferred without the prior written consent of the other Parties.
- 18.3 Such additional parties admitted to The Fish Collective will not assume the rights or obligations of the Original Parties.

## Schedule

### ITEM 1 PERMITTED PURPOSE

Research and analysis to inform management of marine ecosystems through reporting, supporting student research projects, science communication products and dashboards, and jointly authored academic manuscripts for submission for publication in peer-reviewed journals.

### ITEM 2 COMPLETION DATE

30 November 2040

### ITEM 3 DATA

Synthesised Baited Remote Underwater Video (BRUV) data on sharks, rays and fish from around Australia. This data includes species identifications, MaxN, length and benthic habitat data and related global position system (GPS) coordinates as more specifically set out in Annexure A.

### ITEM 4 NOTICES

#### AUSTRALIAN INSTITUTE OF MARINE SCIENCE

Address (hand delivery): Research Manager  
1526 Cape Cleveland Road  
Cape Cleveland, Qld 4816

Address (postal): Research Manager  
Australian Institute of Marine Science  
PMB No 3, Townsville MC  
Townsville, Qld 4810

Email: Research\_Office@aims.gov.au

#### COMMONWEALTH SCIENTIFIC AND INDUSTRIAL RESEARCH ORGANISATION through its Environment Business Unit

Address (hand delivery): Research Director – Sustainable Marine Futures  
001 – Administration Level 1: Hobart  
3 Castray Esplanade  
Hobart  
TAS 7000 Australia

Address (postal): Research Director – Sustainable Marine Futures  
001 – Administration Level 1: Hobart  
3 Castray Esplanade  
Hobart  
TAS 7000 Australia

Email: Alistair.hobday@@csiro.au

#### CURTIN UNIVERSITY

Address (hand delivery): Office of Research and Development  
Building 100, Chancellory Building  
Kent Street Bentley, Perth WA 6102

Address (postal): Curtin University  
Office of Research and Development  
GPO Box U1987, Perth WA 6845

Email: director.research@curtin.edu.au

#### **DEAKIN UNIVERSITY**

Address (hand delivery): Deakin Research Commercial Building NA  
75 Pigdons Road  
Waurin Ponds, Victoria 3216

Address (postal): Locked bag 20000  
Geelong, Victoria 3220

Email: drcommercial@deakin.edu.au

#### **DEPARTMENT OF BIODIVERSITY CONSERVATION AND ATTRACTION**

Address (hand delivery): Marine Monitoring Coordinator  
17 Dick Perry Avenue  
Kensington WA 6151

Address (postal): Marine Monitoring Coordinator  
Locked Bag 104  
Bentley Delivery Centre  
Bentley WA 6983

Email: [Richard.evans@dbca.wa.gov.au](mailto:Richard.evans@dbca.wa.gov.au)

#### **FISHERIES SCIENCE AND ASSESSMENT, DEPARTMENT OF PRIMARY INDUSTRIES AND REGIONAL DEVELOPMENT**

Address (hand delivery): Director – Fisheries Science and Assessment  
Department of Primary Industries and Regional Development  
39 Northside Drive  
Hillarys, WA 6025

Address (postal): Director – Fisheries Science and Assessment  
Department of Primary Industries and Regional Development  
Locked Bag 4  
Bentley Delivery Centre, WA 6983

Email: Steve.Taylor@dpird.wa.gov.au

#### **FLINDERS UNIVERSITY**

Address (hand delivery): Research Development and Support  
Flinders University, Sturt Road, Basement - Union Building, Room B4, Bedford Park, SA 5042

Address (postal): Simon Brennan, Chief Research and Development  
Flinders University, GPO Box 2100, Adelaide SA 5001

Email: research.contracts@flinders.edu.au

#### **JAMES COOK UNIVERSITY**

Address (hand delivery): Director, Research Services  
James Cook University  
1 James Cook Drive  
Douglas, Qld 4811

Address (postal): Director, Research Services  
James Cook University  
1 James Cook Drive  
Douglas, Qld 4811

Email: researchoffice@jcu.edu.au

#### **DEPARTMENT OF PRIMARY INDUSTRIES AND REGIONAL DEVELOPMENT (NSW)**

Address (hand delivery): Research Leader Marine Ecosystems  
Port Stephens Fisheries Institute  
Taylors Beach Rd, Taylors Beach 2316

Address (postal): Research Leader Marine Ecosystems  
Port Stephens Fisheries Institute  
Locked Bag 1, Nelson Bay, NSW 2315

Email: rachel.przeslawski@dpi.nsw.gov.au

#### **SA DEPARTMENT FOR ENVIRONMENT AND WATER**

Address (hand delivery): Marine Parks Ecological Coordinator  
Department of Environment, Water and Natural Resources  
80-95 Waymouth St  
Adelaide, SA 5000

Address (postal): Marine Parks Ecological Coordinator  
Department of Environment, Water and Natural Resources  
80-95 Waymouth St  
Adelaide, SA 5000

Email: danny.brock@sa.gov.au

#### **UNIVERSITY OF THE SUNSHINE COAST**

Address (hand delivery): Attention: Michelle Searle  
Office of Research  
University of the Sunshine Coast, 90 Sippy Downs Dr, Sippy Downs QLD 4556

Address (postal): Attention: Michelle Searle  
Office of Research  
University of the Sunshine Coast, 90 Sippy Downs Dr, Sippy Downs QLD 4556

Email: [researchfunding@usc.edu.au](mailto:researchfunding@usc.edu.au)

#### **UNIVERSITY OF TASMANIA**

Address (hand delivery): Research Division  
University of Tasmania  
Level 3, Centenary Building  
Sandy Bay TAS 7005

Address (postal): Private Bag 1, Hobart TAS 7001

Email: PostAward.CoSE@utas.edu.au

#### **UNIVERSITY OF WESTERN AUSTRALIA**

Address (hand delivery): Room 1.52 Main Administration Building, North West Wing, 35  
Stirling Highway, Crawley, WA 6009

Address (postal): 35 Stirling Highway, Crawley, WA 6009

Email: christine.casey@uwa.edu.au

### **ITEM 5 THE PROJECT**

#### **BACKGROUND**

Baited remote underwater video systems (BRUVs) have gained popularity as a sampling tool for collecting data on shark, ray and finfish populations, with Australian researchers leading the way in terms of technological

advancements and publications. The ability of BRUVs to cover a wide spatial scale and a broad range of habitats and depths has created a powerful dataset that will enable continental scale analysis.

### **OPPORTUNITY**

The large number of research organisations that have been deploying and analysing BRUVs in a standardised manner around Australia, has resulted in a data set that encompasses most of the Australian coastline. This has created an unprecedented opportunity for a large scale collaboration to pool the data and ask questions about the distribution, relative abundance, biomass and habitat use of shark, ray and finfish populations at a continental scale.

### **OUTPUTS**

The Parties will produce manuscripts as set out in Annexure A. Any additional analyses or publications will require further agreement and consent by the Review Committee.

### **DATA ACCESS**

Data will be uploaded to the GlobalArchive in accordance with the User Guide. GlobalArchive is supported by the Australian Research Data Commons (**ARDC**) and UWA. The Parties will be provided with instructions and assistance on how to upload the Data and the associated meta-data to the GlobalArchive. The spatial meta-data and custodian information will be visible to all Parties in order to facilitate collaboration during the workshop. However, the GlobalArchive system is constructed so that the underlying data (Abundance, Length and Habitat) is not accessible to other users without direct permission from the data Custodian. This is facilitated by creating stand-alone “Collaborations” within the GlobalArchive system where particular datasets can be shared between the workshop participants (i.e. the Other Collaborating Organisations) responsible for data analysis.

[The Fish Collective](https://thefishcollective.github.io/): <https://thefishcollective.github.io/>

**Annexure B - Deed Poll**

# THE FISH COLLECTIVE DEED POLL

**Date:**

**By:**

**Full Name:**

**Email:**

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**Title:**

**Phone:**

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**Organisation:**

**Address:**

**(Incoming Party).**

## **Background**

- A. The Original Parties have entered into the Data Sharing Agreement for the purposes of analysing and synthesising Australian BRUVs data using the online GlobalArchive database.
- B. The Incoming Party wishes to become a party to the Data Sharing Agreement and to be bound by its terms. The Incoming Party's application has been reviewed and approved by the Review Committee.
- C. Unless otherwise specified in this document, all defined terms have the meaning given to it in the Data Sharing Agreement.

## 1. DEFINITIONS

In this document the following definitions apply, except where the context otherwise requires:

**“Data Sharing Agreement”** means the data sharing agreement between the Original Parties dated 28 October 2024, as amended by the Original Parties by way of a letter of amendment dated 7 January 2026.

**“Original Parties”** means the Australian Institute of Marine Science (ABN 78 961 616 230), Commonwealth Scientific and Industrial Research Organisation (ABN 41 687 119 230), Curtin University (ABN 99 143 842 569), Deakin University (ABN 56 721 584 203), Department of Biodiversity Conservation and Attractions (ABN 38 052 249 024), Fisheries, the Department of Primary Industries and Regional Development (ABN 18 951 343 745), Flinders University (ABN 65 542 596 200), James Cook University (ABN 46 253 211 955), the Department of Primary Industries and Regional Development (ABN 19 948 325 463), SA Department for Environment and Water (ABN 36 702 093 234), University of Tasmania (ABN 30 764 374 782), University of Western Australia (ABN 37 882 817 280) and University of Sunshine Coast (ABN 28 441 859 157).

## 2. ACKNOWLEDGEMENT OF DATA SHARING AGREEMENT

2.1 The Incoming Party acknowledges that it has read and understood the Data Sharing Agreement and agrees to be bound by all of its terms and conditions.

2.2 The Incoming Party acknowledges that it is not an Original Party.

2.3 For the avoidance of doubt:

(a) subject to clause 5.6 to clause 5.9 of the Data Sharing Agreement, the Incoming Party consents to the administrators of GlobalArchive disclosing its Data in accordance with the User Guide to each other Party for the Permitted Purpose during the Term; and

(b) the Incoming Party and such additional parties added to the Data Sharing Agreement will not assume the rights or obligations of the Original Parties.

## 3. UNDERTAKINGS

The Incoming Party agrees that it must:

- (a) use the Data solely for the Permitted Purpose (as defined in the Data Sharing Agreement) being research and analysis to inform management of marine ecosystems through reporting, supporting student research projects, science communication products and dashboards, and jointly authored academic manuscripts for submission for publication in peer-reviewed journals;
- (b) not use the Data for any other purpose, including (but not limited to) commercial purposes;
- (c) maintain the confidential nature of the Data and safeguard its confidentiality in accordance with the obligations set out in the Data Sharing Agreement;
- (d) not disclose the Data to any third party, except as expressly permitted under the Data Sharing Agreement, without the prior written consent of the Disclosing Party;
- (e) comply with all acknowledgement requirements in the Data Sharing Agreement;
- (f) comply with all Publication requirements in the Data Sharing Agreement, including providing proposed Publications to the Disclosing Party for review at least 30 days prior to publication (or submission of publication where applicable);
- (g) comply with all other terms and conditions set out in the Data Sharing Agreement.
- (h) if the Incoming Party is adding its own Data:
  - i. adhere to best practice and standard operating procedures for BRUVs, ROVs and other marine sampling methods listed here: <https://marine-sampling-field-manual.github.io/>;
  - ii. use CheckEM to ensure their Data is checked and corrected for errors; and
  - iii. upload Data to GlobalArchive in accordance with the User Guide.

#### **4. UNDERSTANDING OF DATA OWNERSHIP**

The Incoming Party acknowledges and understands that:

- (a) the Data made available by a Disclosing Party remains the property of the Disclosing Party at all times;
- (b) subject to clause 5.9 of the Data Sharing Agreement, it is granted a non-exclusive, royalty-free, non-transferable licence to use the Data for the Permitted Purpose during the Term, subject to any conditions or restrictions specified in the Data Sharing Agreement and any reasonable direction of the Disclosing Party;
- (c) the Data is provided on an "as is" basis with no warranties;
- (d) a party has the right to elect at its own discretion to remove Data made available under the Data Sharing Agreement.

#### **5. INDEMNITY**

The Incoming Party agrees to indemnify and release each other Party to the Data Sharing Agreement and its respective Personnel from and against all actions, claims, proceedings and demands (including those brought by third parties) which may be brought against it or them, directly caused by a negligent breach of its obligations under the Data Sharing Agreement or an unlawful or negligent act or omission in its performance of the Data Sharing Agreement.

## **6. GOVERNING LAW**

This Deed Poll shall be governed by the laws of Queensland.

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## **EXECUTION**

*[Execution block to be inserted depending on Incoming Party's details]*