

# Agreement declaration

## UQ Conditions of Access to Research Computing Centre Infrastructure

Access to and usage of the high-performance computing ('**HPC**') Infrastructure provided by the Research Computing Centre ('**RCC**') of the University of Queensland ('**UQ**') is permitted subject to your compliance with all of the provisions of these conditions of access ('**Terms**'). If you are not a UQ employee or UQ student, you agree to these Terms personally and, if your use is connected with your employment, you also agree to these Terms for and on behalf of your employer and you warrant you have authority to bind your employer to these Terms (and references to 'you' or 'your' include your employer), and your use of any Infrastructure is deemed acceptance of these Terms on that basis.

These Terms apply separately and in addition to any other agreement you may have entered into with UQ, or any other person, in relation to the Infrastructure.

1. In these Terms:

- a. "**Australian Consumer Law**" has the meaning given to that term in the *Competition and Consumer Act 2010* (Cth);
- b. "**cyber security incident**" has the meaning given to that term in the *Security of Critical Infrastructure Act 2018* (Cth);
- c. "**Infrastructure**" means the HPC infrastructure UQ's RCC makes available from time to time for access and use in relation to your acceptance of these Terms, including all equipment, systems, Software and other resources UQ owns or operates (including on behalf of third parties, if applicable) and makes available, including the HPC systems known as Tinaroo, FlashLite, Wiener and Bunya (and such systems, and any other HPC systems, UQ's RCC makes available from time to time howsoever named) and any Software UQ's RCC makes available for use on or with any of those HPC systems;
- d. "**Security Law**" means each of the following:
  - i. the *Security of Critical Infrastructure Act 2018* (Cth), the *Australia's Foreign Relations (State and Territory Arrangements) Act 2020* (Cth), the *Foreign Influence Transparency Scheme Act 2018* (Cth), the *Telecommunications (Interception and Access) Act 1979* (Cth) and any other legislation regarding security of information or assets, national security or the defence of Australia or any law under or pursuant to the aforementioned laws; and

- ii. any declaration, direction, rule, authorisation, request or other requirement of a government minister, department, agency, authority or other entity under or pursuant to any such laws;
  - e. **“Software”** includes (without limitation) any script, code, program, application, tools or database and any libraries or other related electronic files of any kind, and includes all modifications, derivatives and adaptations of any of the foregoing;
  - f. **“use”** includes (without limitation) execution, reproduction, communication, backup, storage, modification and adaptation, and permitting or causing UQ or any other person to do any of those things;
  - g. **“User Content”** means any data, Software, documents and other information that a user loads onto the Infrastructure or files and data created by a user as an intended academic or research output from use of the Infrastructure or Software (such as the results of calculations produced by the execution of a program).
- 2. Access to the Infrastructure is provided at UQ’s discretion and you may only make use of the Infrastructure for activities relevant to your research project and for which authorisation has been given to you.
- 3. Use of the Infrastructure by UQ employees and UQ students is also subject to their compliance with all applicable UQ policies and procedures, including the [University of Queensland Information and Communication Technology Policies](https://ppl.app.uq.edu.au/content/6.-information-and-communication-technology) (see <https://ppl.app.uq.edu.au/content/6.-information-and-communication-technology>, including that webpage location as updated from time to time).
- 4. Users who are neither UQ employees nor UQ students must ensure they do not do anything that would be a breach of or otherwise inconsistent with the [University of Queensland Information and Communication Technology Policies](https://ppl.app.uq.edu.au/content/6.-information-and-communication-technology) if they were a UQ employee (see <https://ppl.app.uq.edu.au/content/6.-information-and-communication-technology>, including that webpage location as updated from time to time);
- 5. You must not use any of the Infrastructure to do or to attempt to do anything:
  - a. that contravenes any Australian laws or any other laws that apply to UQ;
  - b. that is or that causes or contributes to: (i) a breach of any contract by you, UQ or any other person; or (ii) the infringement by you, UQ or any other person of the intellectual property or other rights of any person;
  - c. that directly or indirectly enables, assists or results in the doing of any of the things described in clauses 5.a or 5.b(i) or b(ii); or
  - d. that, if the attempt was successful, is likely to have resulted in the doing of any of the foregoing.
- 6. You must not install, create or use any Software, or User Content, on or with

the Infrastructure unless:

- a. the installation, creation and use is permitted under the licence terms applicable to that Software or User Content or it is your intellectual property; and
  - b. you have all other rights and permissions necessary to ensure the installation, creation and use is permitted, including all use by UQ, UQ employees and students and other third parties (including UQ contractors) that occurs by virtue of, or as part of or resulting from, your installation or use.
7. You must not permit, assist, counsel or procure any other person to do or attempt to do any of the things described in paragraphs 5 or 6, or to do or attempt to do anything that, if it were done by you, would be a breach of any other provisions of these Terms.
  8. If UQ makes Software available for use on or as part of the Infrastructure you must ensure you have read, and that your use complies with, all licence terms applicable to that Software.
  9. You must never disclose or share your password or credentials with anyone, including fellow group members, supervisors, collaborators or RCC or other UQ staff. You must take every reasonable precaution to ensure that your passwords are secure and you must not store your passwords in written form (including in electronic form). You must not use any account set up for another user or attempt to find out the password of an account that is not yours.
  10. If or to the extent you are not a UQ employee using the Infrastructure in your capacity as a UQ employee, you acknowledge and agree that:
    - a. your access to the Infrastructure is provided at UQ's discretion and you do not have a right to access or use the Infrastructure;
    - b. your use of the Infrastructure is at your own risk;
    - c. UQ has no obligation to store your User Content or keep it secure and UQ may delete User Content as and when it requires; and
    - d. you are responsible for ensuring you maintain, on systems other than the Infrastructure, copies and backups of all of your User Content;
  11. If or to the extent you are not a UQ employee using the Infrastructure in your capacity as a UQ employee, then you agree that, to the full extent permitted by law and subject to subparagraph 11.g of this clause:
    - a. UQ does not warrant, guarantee or represent: (i) that the Infrastructure is of merchantable quality or fit for any particular purpose; (ii) that the Infrastructure does not, or that your use of it will not, infringe the intellectual property or other rights of any person; (iii) that the Infrastructure, or any data or Software or other thing in or made available for use with the Infrastructure, is free of defects or errors or will be

- updated or that any defects or errors will be corrected; or (iv) that the Infrastructure, or any Software or other thing in or made available for use with the Infrastructure, will operate as intended or be available for use or that it will operate without defects;
- b. UQ is not liable (whether in contract, tort, including negligence, equity, under statute or otherwise) for any: (i) business interruption or any loss of opportunity, reputation, goodwill, profit, revenue or anticipated gains or savings; (ii) pure economic loss of any kind whatsoever; or (iii) special, indirect or consequential loss of any kind whatsoever;
  - c. UQ is not liable (whether in contract, tort, including negligence, equity, under statute or otherwise) for any liability, loss, damage, cost or expense suffered or incurred by you, or any other person, that arises from or in connection with the Infrastructure or your use of it, including:
    - (i) any deletion, modification, loss or corruption (for any reason whatsoever) of data, Software or User Content of any person;
    - (ii) any unauthorised access to the Infrastructure or to any data, Software or User Content of any person;
    - (iii) any defects in or caused by or arising in any way from, the Infrastructure or your use of it;
    - (iv) the failure or unavailability of the Infrastructure for any reason; or
    - (v) the acts or omissions (including negligence) of any person using the Infrastructure, with or without authorisation;
  - d. to the extent UQ has any liability for failure to comply with a guarantee imposed by the Australian Consumer Law then UQ limits that liability (to the extent not prohibited by the Australian Consumer Law) to the following (at UQ's option, to the extent not prohibited by the Australian Consumer Law):
    - (i) in the case of goods – the replacement of the goods or the supply of equivalent goods or the repair of the goods or the payment of the cost of replacing the goods or of acquiring equivalent goods or of having the goods repaired; and
    - (ii) in the case of services – the supplying of the services again or the payment of the cost of having the services supplied again;
  - e. to the extent UQ has any liability (whether in contract, tort, including negligence, equity, under statute or otherwise) to you or any other person (other than liability for failure to comply with a guarantee imposed by the Australian Consumer Law), then UQ limits its liability for each claim and for all claims in the aggregate to one hundred dollars;
  - f. UQ's liability is limited in accordance with this clause 11 whether or not

UQ has been informed of, or is aware or ought reasonably to have been aware of, the possibility of any such loss, damage, cost, expense or liability; and

- g. depending on your circumstances you may have rights under the Australian Consumer Law that cannot be excluded, restricted or modified. To the extent the Australian Consumer Law prevents UQ from excluding, restricting or modifying its application as specified in this clause 11 or clause 12 or elsewhere, these Terms do not apply to that extent.

To avoid doubt, this clause 11 continues even after these Terms terminate or expire.

12. If or to the extent you are not a UQ employee using the Infrastructure in your capacity as a UQ employee, then you agree to indemnify UQ (and its officers, staff and agents) from and against all loss, damage, expense and liability UQ suffers or incurs arising from or in connection with:
  - a. any access (including unauthorised access) to or use (including unauthorised use or other misuse) of any Infrastructure or User Content, by you or by any person gaining access to the Infrastructure or User Content through your account or by virtue of, or as part of or resulting from, your installation or use of any Software or any part of the Infrastructure; or
  - b. any claims by any person against UQ in connection with anything contemplated in subparagraph 12.a.

These indemnities apply save to the extent the loss, damage, expense or liability was caused by UQ. To avoid doubt, this clause 12 continues even after these Terms terminate or expire.

13. You understand that your access to Infrastructure, and activities on Infrastructure, will be logged and monitored for security purposes, and to support management and improvement of Infrastructure resources, and you authorise UQ to do this logging and monitoring.
14. In no circumstances do you obtain intellectual property rights in or in relation to:
  - a. the Infrastructure (including any system files or system data, including metadata, generated by the Infrastructure as a function of its use, as opposed to User Content), or any Software UQ's RCC makes available for use on or as part of the Infrastructure, or any copies, modifications or adaptations of any of those things; or
  - b. any derivative works you make incorporating anything described in subparagraph a.

15. You must not (and you must not attempt to) directly or indirectly:
  - a. reproduce, modify, adapt, communicate or reverse engineer any part of the Infrastructure unless you are authorised to do so and it is otherwise lawful;
  - b. connect to any part of the Infrastructure through any port or other point or means of access not approved or provided by UQ unless expressly permitted by UQ in writing and it is otherwise lawful; or
  - c. use any of the Infrastructure to search for, examine, disclose, copy (including reproduce, extract or communicate), rename, move, delete, adapt or modify data, Software or User Content or any other information, that is not yours unless you are authorised to do so and it is otherwise lawful.

In this clause, references to 'authorised' include rights conferred by the Copyright Act 1968 (Cth), or any other law, to the extent that those laws provide those rights cannot be excluded and that those rights apply.

16. UQ may at its discretion change or request you to change your account password or account email address without prior notice and without giving any reason. You must promptly comply with any such request. To avoid doubt, references in these Terms to UQ employees are references to actual UQ employees, and do not include you simply because UQ may have provided you with a UQ email address for Infrastructure account purposes.
17. UQ may at its discretion suspend or terminate (or, at UQ's discretion, suspend and then terminate) your user account without notice or cause and without giving any reason. This includes (without limitation) if you do not accept the then current Terms as contemplated in clause 30. You may terminate your account at any time by notifying RCC cluster administrators in writing.
18. You understand that the Infrastructure resources are shared and that you are responsible for ensuring the efficient utilisation of your resource allocation and you must not cause any disruption to the Infrastructure, other users or UQ activities. You must only request use of physical Infrastructure resources (e.g., for compute tasks) that reasonably reflect the needs of your Infrastructure jobs.
19. UQ may at its discretion modify or delete your user account or User Content (or both) without notice or cause and without giving any reason. UQ has no obligation to make User Content available to you, including after your account has been suspended or terminated by you or UQ.
20. UQ may at its discretion from time to time:
  - a. change the Infrastructure in any way on a temporary or permanent basis, including by modifying, adding to or removing from the Infrastructure any equipment, system, Software, functionality, features or

- other part or by limiting or removing access to any such parts for one or more users or classes of users; and
- o b. add, modify and remove restrictions on use of the Infrastructure (including by incorporating system permissions, configuration settings and other software or electronic restrictions).

You must not attempt to subvert any such restrictions imposed by UQ or the Infrastructure on your use of the Infrastructure. This includes, but is not limited to, circumventing the batch system, under-requesting resources, etc.

21. If you learn of any violation of any of these Terms you must bring the matter to the attention of RCC cluster administrators without delay.
22. You must acknowledge RCC and UQ in any publications that are facilitated by access to or use of the Infrastructure.
23. You must notify RCC of any change in your contact details or your employment status within 7 days of the change.
24. You authorise UQ to use your email address and other contact details you provide for all dealings with RCC or relating to the Infrastructure or your account or QRIScloud. This includes permission for your name and email address to be included in mailing lists to notify users of news, training and other updates related to RCC or the Infrastructure, including downtime and other service updates related to the Infrastructure.
25. You understand that a failure to comply with any of these Terms may result in the suspension or termination (or, at UQ's discretion, suspension followed by termination) of your access to the Infrastructure and/or your account.
26. You must immediately notify RCC cluster administrators or senior RCC management in writing upon becoming aware that a cyber security incident has occurred, is occurring or is imminent in relation to any Infrastructure, Software or User Content or if you suspect any of the foregoing.
27. You must promptly comply with any request or direction of UQ staff in relation to any actual or suspected cyber security incident or compliance with any Security Law or otherwise in relation to the Infrastructure or your access to or use of it.
28. UQ may do anything whatsoever (including accessing or removing access to accounts or accessing, copying, modifying or deleting Software or User Content or providing it, or providing access to it, to any government Minister, department, agency or other body or entities assisting such government entities):
  - o a. that UQ is required or authorised to do under or pursuant to, or that it considers is necessary or reasonable for the purposes of ensuring compliance with, any Security Law; or

- b. that UQ considers is necessary or reasonable for the purposes of avoiding, preventing or otherwise dealing with any cyber security incident.
29. UQ may allow third parties (including any government Minister, department, agency or other body or entities assisting such government entities, and UQ contractors and subcontractors) to do anything UQ is entitled to do under or pursuant to these Terms or any permission or that UQ is required or authorised to do by law or that such government entities are required or authorised to do by any Security Law or other law.
  30. UQ may vary (including replace) these Terms at its discretion at any time. As a condition of access to the Infrastructure and of maintaining an account, UQ may require you to accept (or renew acceptance of) the then current version of the Terms (including any varied version of these Terms) at any time, either every time you access the Infrastructure or periodically as and when UQ determines. If or to the extent you are not a UQ employee using the Infrastructure in your capacity as a UQ employee, you accept any variation to (including replacement of) these Terms in their then current form when you accept them (and if you have not accepted them earlier, you are deemed to accept them when you first access the Infrastructure with notice of those varied Terms).
  31. The version of the Terms you most recently accepted will continue to apply until you accept applicable Terms again. When you do, they will replace the Terms you accepted previously (but this does not affect the survival of any provisions of the previous Terms that continue in accordance with those previous Terms).
  32. If you provide UQ with any comments or suggestions (including in emails, documents or code form) regarding changes (including additions, defect fixes, features, functionality or improvements) to the Infrastructure or any Software UQ makes available on or for use with the Infrastructure (together, "**Feedback**"), you grant UQ a perpetual, irrevocable, worldwide, transferable, sublicensable, free licence to use, modify, adapt, sublicense, transfer and otherwise exploit in any way all intellectual property rights in such Feedback if and to the extent UQ does not already own those intellectual property rights.
  33. If or to the extent you are not a UQ employee using the Infrastructure in your capacity as a UQ employee, then these Terms are governed by and will be construed in accordance with the laws in force in the State of Queensland, Australia and each party submits to the jurisdiction of the courts of State of Queensland, Australia.
  34. In these Terms:
    - a. the words "include", "includes" and "including" must be read as if followed by the words "without limitation";



- b. a reference to 'person' includes any natural person and any company, trust, government entity or other legal entity;
  - c. if a word or phrase is defined, its other grammatical forms have corresponding meanings;
  - d. a reference to any thing (including the Infrastructure) includes any part of that thing;
  - e. a reference to any legislation includes any consolidation, amendment, re-enactment or replacement of the legislation; and
  - f. a reference to any person includes the person's executors, administrators and permitted novatees and assignees.
35. These Terms cannot be varied except as contemplated in clause 30 or by express written agreement signed by you and by a UQ employee with an appropriate contract delegation.
36. No waiver by UQ of any breach of these Terms, or settlement by UQ of any dispute connected with the Infrastructure or these Terms, is effective unless it is by express written agreement signed by a UQ employee with an appropriate contract delegation.
37. These Terms continue even after termination or expiry, except for clauses 2, 18, 21, 23, 26 and 30.