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**MEMORANDUM OF
UNDERSTANDING**

MEMORANDUM OF UNDERSTANDING IN RELATION TO RESEARCH
COLLABORATION WITH THE BOARD OF TRUSTEES OF THE LELAND
STANFORD JUNIOR UNIVERSITY

The Commonwealth of Australia as represented by the eSafety
Commissioner
ABN 12 212 931 598

The Board of Trustees of the Leland Stanford Junior University

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MEMORANDUM OF UNDERSTANDING

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STANFORD JUNIOR UNIVERSITY**

Parties

This Memorandum of Understanding is made between the following parties:

1. **The Commonwealth of Australia as represented by the eSafety Commissioner** ABN 12 212 931 598
Level 5, 65 Pirrama Road, Pyrmont, NSW, 2009 (**eSafety**)
2. **The Board of Trustees of the Leland Stanford Junior University**
450 Jane Stanford Way, Stanford, CA 94305 (**STANFORD**)

Context

This Memorandum of Understanding (**MOU**) is made in the following context:

- A. eSafety is Australia's independent regulator for online safety.
- B. STANFORD is an institution of higher education that operates the Stanford Social Media Laboratory (**SML**), a research laboratory that explores psychological and interpersonal processes online.
- C. eSafety and SML are collaborating on an evaluation (**the Study**) to explore the implementation and outcomes of the *Online Safety Amendment (Social Media Minimum Age) Act 2024* (Cth).
- D. eSafety is convening a Lead Academic Partner and an Academic Advisory Group comprising domestic and international experts to provide advice, peer review and support throughout the design, analysis, and dissemination phases of the evaluation.
- E. The collaboration will involve SML contributing to the Study as Lead Academic Partner, and sitting on the Academic Advisory Group. This will include contributing to the design of the Study, including the evaluation questions and data collection methods, and the evaluation instruments. SML will also collaborate on the analysis of the data collected under the evaluation, and lead on scholarly publications related to the data collected, alongside other members of the Academic Advisory Group. eSafety has agreed to share this data and collaborate with SML for the purposes of the Study.
- F. The purpose of this MOU is to facilitate the administrative and operational arrangements that will guide collaboration between the parties in relation to the Study.

Operative provisions

The parties to this Memorandum of Understanding agree as follows:

1. Interpretation

1.1. Definitions

1.1.1. Unless the contrary intention appears, a term in bold type has the meaning shown opposite it:

Australian Privacy Principles	has the same meaning as it has in the Privacy Act;
Commencement Date	means the commencement date of this MOU, which is the date of last signature;
Commonwealth Confidential Information	means the Commonwealth of Australia; means: a. in respect of eSafety's confidential information: i. any information that is by its nature confidential that is provided by eSafety to SML or that SML otherwise accesses or becomes aware of as a result of this MOU, including: A. data collected and managed by eSafety; and B. Personal Information, including personal information entrusted to and held by eSafety. ii. information the SML knows or ought to know is confidential; b. in respect of SML's confidential information: i. any information that is by its nature confidential that is provided by SML to eSafety and listed in Item 6, or ii. otherwise specifically agreed by eSafety as being confidential.
Contact Officer	means the contact officer of each of the parties, as specified in Item 4 and 5 of Schedule 1 respectively;
Data	means data that is: a. collected and managed by eSafety; and b. provided in an anonymized format free of Personal Information to SML for fulfillment of the

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	SML Commitments described in Schedule 1 of this MOU;
Eligible Data Breach	has the same meaning as it has in the Privacy Act;
eSafety's Commitments	means commitments made by eSafety in relation to the Study, as specified in Item 3.1 of Schedule 1;
eSafety's Material	means any Material: a. that was or is owned or developed by eSafety outside the performance of this MOU and is provided by eSafety to SML for the purposes of this MOU; or b. derived by eSafety at any time from the Material referred to in paragraph a;
Hard Costs	are all costs and expenses payable to suppliers in the development and administration of the Study
Intellectual Property	includes: a. all copyright (including rights in relation to phonograms and broadcasts); b. all rights in relation to inventions, plant varieties, trademarks (including service marks), designs and circuit layouts; and c. all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields, but does not include: d. Moral Rights; e. the non-proprietary rights of performers; or f. rights in relation to the confidential information of the parties;
Key Areas for Collaboration	means the aspects of the Study in which the parties intend to collaborate, as specified in Item 3.1 of Schedule 1;
Material	means any Confidential Information or Intellectual Property provided by one party to the other party under this MOU, and in the case of eSafety also includes Data;
Moral Rights	means the following non-proprietary rights of authors of copyright Material: a. the right of attribution of authorship; b. the right of integrity of authorship; and c. the right not to have authorship falsely attributed;

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MOU	means this Memorandum of Understanding;
SML Commitments	means commitments made by SML in relation to the Study, as specified in Item 3.1 of Schedule 1;
STANFORD Material	means any Material: a. that was or is owned or developed by STANFORD outside the performance of this MOU and is provided by STANFORD to eSafety for the purposes of this MOU; or b. derived solely by STANFORD at any time from the Material referred to in paragraph a;
Personal Information	has the same meaning as it has in the Privacy Act;
Personnel	means a party's officers, employees, agents, contractors and subcontractors (and, where relevant, each agent's, contractor's and subcontractor's personnel) relevant to this MOU, but unless the context otherwise requires, does not include the other party;
Privacy Act Results	means the <i>Privacy Act 1988</i> (Cth);
	means all anonymized, de-identified, aggregated or summarized research results and analysis developed in the parties' performance of the Study using the Data, Confidential Information, Materials, and/or Study Deliverables.
Study	means the Study which is the subject of this MOU, as described in Item 1 of Schedule 1;
Study Deliverables	means any Material, Results, or other reports, documents, surveys, research design, or other documents created by the parties under the scope of this MOU for the purposes of the Study, excluding eSafety's Material and STANFORD's Material;
Schedule	means the schedule to this MOU entitled 'MOU Details', and includes the Schedule as amended or replaced from time to time by agreement in writing between the parties;
Term	means the term of this MOU, which shall extend five (5) years from the Commencement Date, unless extended in accordance with the terms of Item 3.1.2 or terminated in accordance with the terms of Item 11.1.2.

1.2. Interpretation

1.2.1. In this MOU, unless the contrary intention appears:

- a. words importing a gender include any other gender;

- b. words in the singular include the plural and words in the plural include the singular;
- c. clause headings are for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
- d. words importing a person include a partnership and a body whether corporate or otherwise;
- e. a reference to dollars is a reference to Australian dollars;
- f. a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;
- g. if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- h. a reference to an Item is a reference to an Item in the Schedule;
- i. the following Schedules form part of this MOU;
 - i. Schedule 1 MOU Details
- j. if any conflict arises between the terms and conditions contained in the clauses of this MOU and any part of the Schedule, the terms and conditions of the clauses prevail; and
- k. a reference to writing is a reference to any representation of words, figures or symbols, whether or not in a visible form.

1.3. Commencement

- 1.3.1. The terms of this MOU apply on and from the Commencement Date.

2. Nature of MOU

- 2.1.1. This MOU represents the entire agreement and understanding between the parties with respect to its subject matter. It supersedes all prior or contemporaneous discussions, representations, or agreements, whether written or oral, of the parties regarding this subject matter.
- 2.1.2. The parties agree that clauses 5, 6, 7, 8 and 9 will survive termination or expiry of this MOU.
- 2.1.3. Nothing in this MOU will affect the statutory duties or obligations of eSafety. Any ambiguity or uncertainty arising out of this MOU is to be resolved in a way that is consistent with all applicable laws.

3. Term

- 3.1.1. This MOU operates for the Term.

- 3.1.2. Prior to the expiry of the Term, the parties may, by mutual agreement, extend the Term by providing written notice to each other. Any such amendment to extend the Term shall only be effective once a written Amendment signed by both parties is completed in accordance with the terms of clause 13.2 of this MOU.

4. Commitments of the parties

4.1. General commitments

- 4.1.1. The parties agree that they are committed to the Study, and agree that they:
- a. will work together in good faith in an open and cooperative manner;
 - b. will act reasonably, fairly and honestly;
 - c. will consult with each other as appropriate; and
 - d. comply with all applicable laws.
- 4.1.2. The parties understand and acknowledge that any specific activities and programs implemented pursuant to this MOU shall be subject to: (a) availability of personnel, equipment, materials, funding, and facilities; (b) the review and approval of each party's authorized representatives and compliance panels, as applicable; and (c) the execution of further written agreements such as those necessary to update or modify this MOU.

4.2. Specific commitments

- 4.2.1. eSafety will perform eSafety's Commitments.
- 4.2.2. SML will perform SML's Commitments.
- 4.2.3. The parties will collaborate on the Key Areas for Collaboration as described by eSafety's Commitments and SML's Commitments listed in Item 2.1 of Schedule 1.
- 4.2.4. eSafety may require SML personnel involved in the Study to disclose actual or perceived conflicts of interest to eSafety via eSafety's procedures. STANFORD will follow its conflict of interest policies and procedures and will notify eSafety of any conflicts related to the Study that require management.

4.3. Costs

- 4.3.1. eSafety will bear the Hard Costs relating to data collection and the publication of research reports.
- 4.3.2. eSafety and STANFORD will equally share any fees related to scholarly publishing on co-authored publications.
- 4.3.3. STANFORD will bear any fees related to scholarly publishing where eSafety have declined the offer to co-author.
- 4.3.4. Each party will bear its own costs relating to all remaining Areas of Collaboration for this MOU.

5. Insurance

- 5.1.1. Each party will maintain a level of self-insurance or insurance as required by law to cover its liability under this MOU.

6. Intellectual Property

- 6.1.1. The parties acknowledge that:
- a. eSafety owns all Intellectual Property rights in eSafety's Material (including the Data); and
 - b. STANFORD owns all Intellectual Property rights in STANFORD's Material.
- 6.1.2. Subject to clause 9 and any conditions reasonably specified by eSafety, eSafety grants (or will procure) a royalty-free, non-exclusive licence for STANFORD to use, reproduce, adapt, modify, perform, distribute and communicate eSafety's Material for the purposes of this MOU.
- 6.1.3. STANFORD shall own the entire right, title and interest in all Study Deliverables solely conceived or developed by STANFORD in the performance of the Study.
- 6.1.4. eSafety shall own the entire right, title and interest in all Study Deliverables solely conceived or developed by eSafety in performance of the Study.
- 6.1.5. Study Deliverables that are jointly developed by STANFORD and eSafety shall be jointly owned.
- 6.1.6. eSafety grants Stanford an irrevocable, non-exclusive licence to exercise its Intellectual Property rights contained in the Study Deliverables for the purposes of this MOU during the Term.
- 6.1.7. If SML wishes to exercise any Intellectual Property rights in the Study Deliverables owned by eSafety after the expiry of this MOU, eSafety will reasonably consider the terms of that use in good faith.
- 6.1.8. Each party agrees to seek consents in relation to Moral Rights where reasonably requested by the other party.

7. Confidentiality

7.1. Confidential Information not to be disclosed

- 7.1.1. Subject to clause 7.2, a party must not, without the prior written consent of the other party, disclose any Confidential Information of the other party or use it for any purpose otherwise than strictly for the purposes of this MOU.

7.2. Exceptions to obligations

- 7.2.1. An obligation of a party under this clause 7 will not be taken to have been breached to the extent that Confidential Information:
- a. is disclosed in accordance with the provisions of this MOU by a party to its Personnel for the sole purpose of, and only to the extent strictly necessary to, comply with its obligations, or to exercise its rights, under this MOU;

- b. is made available by a party to its management Personnel on a “needs to know basis”;
- c. is made available by a party to its auditor or a professional adviser on a “needs to know basis” and in such circumstances where they are legally bound to comply with confidentiality and security requirements no less stringent than under the terms of this MOU;
- d. is disclosed for use by any Minister of the Australian Government;
- e. without limiting the application of this clause 7, is disclosed in order to respond to a request or direction of a House, or a request by a Committee, of the Parliament of the Commonwealth of Australia or a government authority within the United States of America, for information;
- f. is authorised or required by Australian or United States of America law to be disclosed;
- g. is in or comes into the public domain otherwise than due to a breach of this clause 7;
- h. is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party;
- i. has been made available by its owners to others without a confidentiality obligation; or
- j. has been independently developed or acquired by the receiving party.

7.3. Obligation on disclosure

7.3.1. Where a Receiving Party discloses the Disclosing Party’s Confidential Information to another person or third party:

- a. subject to clauses 7.2.1.a, 7.2.1.b, or 7.2.1.c, the Receiving Party must:
 - i. notify the person or third party that the information is Confidential Information; and
 - ii. not provide the information unless the person or third party agrees to keep the information confidential; or
- b. subject to clauses 7.2.1.d, 7.2.1.e, or 7.2.1.f, the Receiving Party must notify the person or third party that the information is Confidential Information and will also provide the Disclosing Party with reasonable notice in order to allow the Disclosing Party the opportunity to object to the disclosure and to seek appropriate relief.

7.4. Period of confidentiality

7.4.1. Except as otherwise may be agreed in writing, all Confidential Information shall remain confidential until it becomes available from a legal public source without restriction.

7.5. No reduction in other obligations

- 7.5.1. Nothing in this MOU derogates from any other obligation a party may have at law, or under any deed or agreement, in respect to confidentiality, privacy, protection of Personal Information, security or information protection.

8. Privacy

- 8.1.1. eSafety agrees, in performing its obligations under this MOU, to comply with its obligations under the Privacy Act and not to otherwise do any act or engage in any practice which, if done or engaged in by eSafety, would be a breach of an Australian Privacy Principles under the Privacy Act.
- 8.1.2. eSafety represents and warrants that the Data being transmitted to STANFORD is anonymised and does not meet the definition of Personal Information under the Privacy Act. If a party becomes aware that there are reasonable grounds to suspect that there may have been an Eligible Data Breach in relation to any Personal Information held by the party, the party agrees to:
- a. notify the other party in writing as soon as possible, which must be no later than within five (5) business days; and
 - b. reasonably cooperate with the other party to carry out an assessment in accordance with the requirements of the Privacy Act.
- 8.1.3. Where a party is aware that there are reasonable grounds to believe there has been an Eligible Data Breach in relation to any Personal Information held by the party as a result of this MOU, the party must:
- a. take reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any of the individuals to whom it relates; and
 - b. take all other action reasonably necessary to comply with the requirements of the Privacy Act.

9. Logo and Name Use

- 9.1.1. The parties shall not use the name, brand, tradename, trademark, logo, or symbol of the other party in any form of advertising, publicity, announcement, promotional materials or activities, in a website, press release, social media platform or any other communication without the other party's prior written consent.
- 9.1.2. The parties shall not use the name, title, likeness, or any statement of a faculty member, employee, or student of the other party's, without the other party's prior written consent.
- 9.1.3. The parties must seek permission from one another for any use described in clause 9.1.1 or 9.1.2 by submitting a request for the proposed use in writing, well in advance of any deadline, to the Contact Officers set forth in Items 4 and 5 of Schedule 1.

- 9.1.4. For the avoidance of doubt either party may use the other party's name in statements of fact without prior approval.
- 9.1.5. For the avoidance of doubt, this clause 9 does not constitute a license or permission for STANFORD to use or publish the Commonwealth Coat of Arms in any form without the prior written approval from eSafety.

10. Promotion and Visibility

- 10.1.1. Where possible, each party will acknowledge the other party's contribution to the Study Deliverables.
- 10.1.2. In accordance with clause 9 above, the parties will coordinate their public communications and announcements in relation to their activities under this MOU in good faith and to ensure consistency and compliance with the terms of this MOU.
- 10.1.3. STANFORD and eSafety are independent contractors and neither party is an agent, joint venturer, or partner of the other or of the Academic Advisory Group.

11. Dispute Resolution, Expiration and Termination

- 11.1.1. The parties will act in good faith to genuinely and promptly attempt to resolve any dispute between the parties. If a dispute arising out of or in relation to this MOU cannot be settled amicably after thirty (30) days of good faith negotiations, the parties will submit to binding arbitration in accordance with the International Arbitration Rules of the International Centre for Dispute Resolution (ICDR). The arbitrator must issue a finding of fact and conclusion of law.
- 11.1.2. Either party may terminate this MOU at any time and in its absolute discretion by giving thirty (30) days written notice to the other party.
- 11.1.3. In the event that a party terminates this MOU prior to the expiry of the Term, no costs will be payable to the other party.
- 11.1.4. Upon expiration or early termination of this MOU, STANFORD shall return or destroy the Data, provided, however, that STANFORD may retain one (1) copy of the Data to the extent necessary to comply with the records retention requirements: (a) under any law, regulation, or STANFORD institutional policy, and (b) for instances where Data disposal is infeasible, and (c) for the purposes of research integrity and verification.

12. Notices

- 12.1.1. Any notice in relation to this MOU must to be in writing and delivered to the Contact Officer specified in Item 4 (for eSafety) or Item 5 (for STANFORD) of Schedule 1.
- 12.1.2. Either party may change its Contact Officer by giving written notice to the other party.

13. Miscellaneous

13.1. No partnership

13.1.1. Nothing in this MOU makes either party a partner or agent of the other party nor does either party have the power or authority to bind the other party.

13.2. Amendment

13.2.1. Any amendment to this MOU must be in writing and signed by both parties.

SCHEDULE 1 MOU DETAILS**1. Study**

The Study will involve the design and implementation of the evaluation of the *Online Safety Amendment (Social Media Minimum Age) Act 2024* (Cth). This will involve initiating data collection activities (predominantly surveys) and analysing and publishing Results. eSafety researchers, in collaboration with SML researchers, will undertake the Study to address the following key evaluation objectives:

- a. Understand the impacts of the legislation on children and young people and their caregivers, both intended and unintended, over the short- and medium-term.
- b. Provide objective, robust evidence to inform the independent review of the legislation and adaptations that may be required.
- c. Contribute to the evidence base on the efficacy of the social media age restrictions.
- d. Advance knowledge within the Australian context on the broader relationship between social media use and youth mental health.

The Study Conduct

- 1.1. eSafety and SML researchers will contribute to the Study design, data analysis and preparation of reports and manuscripts. They will be accountable for the responsible and ethical conduct of all research staff under their supervision for this Study.
- 1.2. The parties, each with respect to its own role, will ensure that the Study is conducted in compliance with the terms of this MOU, any applicable research protocols, Study respondents' consent forms, requirements of Human Research Ethics Committees which will review the Study, all applicable laws and regulations and according to established applicable ethical, medical and/or scientific standards, including, but not limited to, the National Statement on Ethical Conduct in Human Research.

Publication

- 1.3. It is contemplated that Results of the Study may be published by the parties. The parties shall ensure no personally identifying Information, or information that may lead to the re-identification of a person, shall be included in any publication or presentation of Study Results.
- 1.4. The parties agree to coordinate publication of the Study and that appropriate authorship of any such publications will be determined in accordance with established academic standards. The parties' contribution to the Study will be acknowledged appropriately in any such publication or presentation in accordance with academic standards and customary practices.
- 1.5. SML researchers will lead identified publications as per dissemination plan and offer eSafety the opportunity to co-author any publications. Before SML submits a paper or abstract for publication or otherwise intends to publicly disclose information about the Results of the Study, eSafety will have thirty (30) days from

receipt to review proposed manuscripts and ten (10) days from receipt to review proposed abstracts to ensure that the Data is appropriately protected. eSafety will advise SML of the outcome of its review within thirty (30) days from receipt of proposed manuscripts and ten (10) days from receipt of proposed abstracts.

Data Management

Storage

- 1.6. Information and Data provided to SML for the purposes of the evaluation will be stored in password-protected files and will be backed up on an SML server with password-protected restricted access.

Transfer and Sharing

- 1.7. An anonymised password-protected copy of the Data will be transferred electronically from eSafety to SML for analysis purposes. eSafety will prepare and furnish to SML this Data in accordance with applicable laws, including but not limited to the Privacy Act.
- 1.8. Any Data transfer shall be conducted using appropriate secure methods/formats to maintain confidentiality. Specifically, data transfers will be delivered electronically via an encrypted file.

Access

- 1.9. Only co-investigators and personnel listed on the applicable research protocol(s), including the Academic Advisory Group, will have access to the anonymous Data to be used for the purposes of the Study in accordance with this MOU. Separate MOUs are in place for members of the Academic Advisory Group.

2. Commitments

2.1. eSafety and SML's Commitments

Roles and responsibilities	eSafety Commitments	SML Commitments
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Project costs	Bear hard costs relating to core data collection and publication of evaluation reports Bear own costs relating to staff time, analysis tools (software packages used for data analysis) and administration etc. Share any fees related to scholarly publishing on co-authored publications	Bear hard costs relating to any complementary data collection Bear own costs relating to staff time, students, analysis tools and administration etc. Bear any fees related to scholarly publishing not involving co-authorship with eSafety Share any fees related to scholarly publishing on co-authored publications Bear any fees related to scholarly publishing where eSafety have declined the offer to co-author
Project management	Lead	Support
Project meetings	Attend regularly	Attend regularly
Advisory group meetings	Lead Integrate feedback from advisory group as appropriate	Contribute to agenda and preparation of materials for advisory review Actively participate in advisory group meetings Integrate feedback from advisory group as appropriate
Development of evaluation questions	Lead	Contribute
Development of theory of change	Lead	Contribute
Design of evaluation protocol	Lead	Contribute
Design of sampling frame	Contribute	Lead
Instrument design	Lead	Contribute

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Full ethical review	Draft and submit application	Contribute to application
Secondary ethics approval (data transfer, analysis and publication) from Institutional Review Board	Contribute	Lead
Procure vendors for data collection	Lead	Review
Vendor management for data collection	Lead	Review as needed
Data	Provide de-identified data in an analysable form	Store data securely
Develop of analysis plan	Lead	Contribute
Top line analysis	Lead analysis and interpretation	Collaborate on analysis and interpretation
Supplementary analyses	Collaborate	Lead
Publish evaluation reports	Lead drafting	Collaborate on drafting
Develop dissemination plan including public reports and peer review publications	Coordinate in consultation with Lead Academic partner and advisory group	Collaborate on drafting
Peer review publications	Co-author	Lead identified publications as per dissemination plan and offer eSafety staff the opportunity to co-author any publications. In instances where co-authorship is declined, SML will offer eSafety the opportunity to review the publications prior to submission.

3. Commissioner's Details

Name Commonwealth of Australia as represented by the eSafety Commissioner

Address: Level 5, 65 Pirrama Road, Pyrmont NSW 2009

Postal address (if different to office address): PO Box Q500, Queen Victoria Building, NSW 1230

Contact Officer

Name: s 22

Telephone number: s 22

Email address: s 22 @esafety.gov.au

4. Stanford University's Details

Name Stanford University Office of Research Administration

Address: 485 Broadway, Third Floor, Redwood City, CA 94063

Postal address (if different to office address): NA

Contact Officer

Name: s 47F
Research Related Agreements Officer

Telephone number: s 47F

Email address: s 47F @stanford.edu;
s 47G @stanford.edu

5. STANFORD's Confidential Information

N/A

Signatures

SIGNED for and on behalf of the)
Commonwealth of Australia as)
represented by the eSafety)
Commissioner by:

s 22	s 22	
Manager, Research & Evaluation		15 April 2026
_____	_____	_____
Name	Signature	Date

SIGNED by The Board of)	s 47F
Trustees of the Leland Stanford)	
Junior University by:)	

s 47F	Research Related	
Agreements Officer	s 47F	Apr 16, 2026
_____	_____	_____
Name	Signature	Date