



LICENSING AGREEMENT FOR THE COMMERCIAL USE OF DIGITAL INFORMATION ACQUIRED FROM THE STATE OF WESTERN AUSTRALIA

THIS NON-EXCLUSIVE AGREEMENT

(herein called the agreement) **is made on**

Date: _____

BETWEEN

Organisation Name:

(a) _____
on behalf of the State of Western Australia
(the custodian agency, hereinafter called the Licensor)

having its office situated at

OR

Organisation Name:

(b) _____
name of Corporate Body,
(hereinafter called the Licensor)

having its office situated at

AND

the requesting agency or organisation,
(hereinafter called the Licensee)

having its office situated at



REGARDING THE SUPPLIED WORK OR INFORMATION:

See Description of Information/Works in Item 2 of the Schedule 1

WHEREAS:

- (a) The State of Western Australia / (name of Corporate Body) is the owner of the copyright of certain information or "works" (as described in Item 2 of the Schedule) held in digital form on its behalf by the Licensor mentioned above.
- (b) The Licensee wishes to use the information or works for the purposes set out in Item 3 of the Schedule.

IT IS HEREBY AGREED as follows:

1. In consideration of the Licence fee set out in Item 7 of the Schedule hereto, the Licensor grants to the Licensee a non-exclusive and non-transferable licence to deal with the information or works for the purposes and in the manner set out in Item 3 of the Schedule hereto.
2. The Licensee acquires only the right to use the specified information or works whilst this agreement is in effect and does not acquire any rights of ownership in the information or works.
3. Copyright over the information or works shall at all times remain the property of the State of Western Australia/ (name of Corporate Body).
4. The Licensee acknowledges that it shall use the information or works as described in Item 2 of the Schedule at its own risk and agrees that neither the Licensor nor any employee or agent of the Licensor shall be liable for any loss or damage occasioned to the Licensee by provision of the information or works under this agreement or use of them by the Licensee.
5. The Licensee agrees to accept the information or works according to the specific conditions as set out in Item 6 of the Schedule.
6. The Licensor will not be responsible for the maintenance of the information or works as supplied, except if specified in Item 6 of the Schedule.
7. The Licensee acknowledges that the information or works is supplied according to performance criteria and in the format as described in Items 4 and 5 respectively of the Schedule. No warranties or undertakings, express or implied, statutory or otherwise, as to the condition, quality or fitness for the Licensee's purposes are provided with this information or works. It is the responsibility of the Licensee to ensure that the information or works supplied meets its own individual requirements.
8. The Licensee shall ensure that all products developed from or incorporating the supplied information, works or part thereof, bears an acknowledgment that the State of Western Australia / (Corporate Body name) is the owner of the copyright of that information or works, and the Licensor is the source of the supplied information or works.



9. The Licensee agrees to provide the Licensor upon request a copy of all products developed from or incorporating information contained in the supplied information or works and adaptations of these works.
10. The Licensee agrees to keep and to make available to the Licensor upon request a register of sales of any such products and adaptations made by the Licensee, for the purpose of calculating royalty fees.
11. All stamp duties and governmental charges arising out of or incidental to this Agreement shall be the responsibility of and payable by the Licensee.
12. The fee as described in Item 7 of the Schedule shall be paid to the Chief Executive Officer at the time of the information or works being released unless other payment methods are mutually agreed.
13. The Licensee agrees to pay to the Licensor royalty fees for information products and services as prescribed in Item 8 of the Schedule.

TERM AND TERMINATION:

14. The termination date of this Agreement is that set out in Item 9 of the Schedule, unless prior to that date:
 - (a) either party gives to the other one month's notice in writing of termination;
 - (b) the Licensee is wound up, or has a liquidator, receiver or manager or receiver and manager appointed;
 - (c) either party fails to comply with or observe any of the provisions of this Agreement and where that failure is capable of remedy fails to remedy the failure within 14 days of notice specifying the failure and requiring it to be remedied.
15. Upon termination of this Agreement, the Licensee shall delete and expunge from its systems and records and return to the Licensor all copies of the information or works in its possession except those required to be kept by the Licensee by force of statute.

INDEMNITY:

16. The Licensee agrees to indemnify the State of Western Australia, the Licensor, and its officers and employees in respect of all claims and consequences for loss, damage or injury suffered by the Licensee or any other person or corporation resulting from the use by the Licensee or any other person or corporation of the information, works or any part thereof, or of derived information products produced from the information or works.



GOVERNING LAW:

17. This Agreement shall be read and construed according to the Laws of the State of Western Australia and the parties submit to the jurisdiction of that State.

DISPUTES:

18. Disputes between the parties shall be submitted to arbitration pursuant to the provisions of the Commercial Arbitration Act, 1985.

NOTICES:

19. (1) All notices shall be in writing and shall be given by:
- (a) delivering it to the address of the party on a business day during normal business hours;
 - (b) sending it to the address of the party by pre-paid post; or
 - (c) sending it by email or facsimile number of the party and on the next business day giving it by either (a) or (b) above.

- (2) The address and contact details referred to in clause 19(1) are:

- (3) A notice shall be deemed to be given and received:
- (a) if given in accordance with clause 19(1)(a) on the next business day after the day of delivery;
 - (b) if given in accordance with clause 19(1)(b) five clear business days after the day of posting;
 - (c) if given in accordance with clause 19(1)(c) on the next business day after transmission.



SCHEDULE:

ITEM 1: LICENSEE NAME

ITEM 2: DESCRIPTION OF INFORMATION / WORKS

ITEM 3: PURPOSE OF USE OF INFORMATION / WORKS

ITEM 4: PERFORMANCE CRITERIA OF SUPPLIED INFORMATION / WORKS

(include details regarding quality of information/works e.g. source, currency, verification, accuracy)

ITEM 5: FORMAT OF INFORMATION / WORKS

ITEM 6: SPECIFIC CONDITIONS OF SUPPLY

(include details of any restrictions on supply, extended agreement dates, additional maintenance etc)

ITEM 7: FEE (in words and figures)

\$

ITEM 8: ROYALTY FEES

(include details of amount and methods of payments to Licensor for royalties on products/services on-sold by Licensee)

\$

ITEM 9: TERMINATION DATE



IN WITNESS WHEREOF, this Agreement has been executed by the parties.

Licensor

Signed _____

For _____

(executive title) _____

On behalf of organisation _____

(name) _____

In the presence of _____

(Witness)

Signed _____

Date _____

AND

Licensee

Signed _____

For _____

(executive title) _____

On behalf of organisation _____

(name) _____

Organisation address _____

In the presence of _____

(Witness)

Signed _____

Date _____