



LICENSING AGREEMENT FOR NON-COMMERCIAL USE OF DIGITAL INFORMATION PROVIDED BY THE STATE OF WESTERN AUSTRALIA

1. Identification of parties in licence.

- 1.1 Both parties warrant that they have permission to sign on behalf of their organisations
- 1.2 The Licensor agrees to provide the data identified in the Schedule to the Licensee

2. The information is for a non-commercial purpose only.

- 2.1 The Licensee warrants that the data is sought for non-commercial use and will not be sold, Traded in any way except under the terms of this contract.

3. Copyright/Intellectual Property

- 3.1 Copyright and Intellectual property over the information or works shall at all times remain the property of the State of Western Australia / (name of Corporate Body).
- 3.2 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.

4. Liability

- 4.1 The Licensee uses the information at its own risk and neither the Licensor nor employee or agent of Licensor shall be liable for any loss by provision of the information.
- 4.2 The information is supplied according to metadata provided. 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 and to use the data in a manner consistent with its capability or capacity
- 4.3 The State of Western Australia, the Licensor, and its officers and employees is indemnified 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 etc. of the information, works or any part thereof, or of derived information products produced from the information or works.

5. Permission to transfer to other parties

- 5.1 The licence is non-exclusive and non-transferable and except in the circumstances described below the data cannot be transferred to a third party under any circumstances.
 - 5.1.1 This data may be transferred to a third party for non-commercial work or educational purposes providing the Licensor approves and under such conditions as the Licensor may set.
 - 5.1.2 Information products may be transferred provided all the Licensors that provided the constituent data agree and under such conditions as they may set.

6. Termination

- 6.1 The termination date of this Agreement is that set out in of the Schedule, unless prior to that date:
 - 6.1.1 either party gives to the other one month's notice in writing of termination;
 - 6.1.2 the Licensee is wound up, or has a liquidator, receiver or manager or receiver and manager appointed;
 - 6.1.3 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.



Information Schedule

Licensor _____

Licensee _____

Description of Information / Works Supplied

Purpose for use of Information / Works

Data / Metadata Statement / Data Dictionary / Supporting Documents

URL of file/s _____

Or is on disk (filename) attached _____

Or is attached to this document _____

Or other _____

Specific Conditions of Supply

(include details of any restrictions on supply, extended agreement dates, maintenance cycles and requirements to provide products back to source, if any)

Fees and Termination Date

Fee (in words and figures) _____

_____ \$ _____

Termination Date _____

Signed

Licensor _____ Licensee _____

Name _____ Name _____

Date _____ Date _____