

LICENCE AGREEMENT (Template)

The Licence Details and Licence Conditions set out below constitute a legal agreement (**the Agreement**) relating to licensing of **the Data** described below. The Agreement binds the Commonwealth of Australia, represented by Geoscience Australia and the person or organisation identified below as **the Licensee**. The agreement arises when You click the “**I AGREE**” button.

LICENCE DETAILS

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If Licensee proposes to develop a Derivative Product, specify details below:

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☐ An Internet application;

☐ A report/publication/map.

Your contact details:

Title _____

First Name _____

Family Name _____

Address line 1 _____

Address line 2 _____

Suburb/Locality _____

State _____

Post Code _____

Country _____

Telephone _____

Fax _____

Email _____

Web Address _____

Sector _____

Industry _____

Application _____

Updates to the Data:

☐ Add me to Geoscience Australia's mailing list

LICENCE CONDITIONS

Whole Agreement: This Agreement constitutes the whole agreement between the Commonwealth of Australia (represented by Geoscience Australia) and the Licensee with respect to the Data, and supersedes any prior negotiations, agreement or understanding.

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Responsibility for employees and agents: The Licensee shall take all reasonable steps to ensure that any person given access to the Data on its behalf is aware of these Licence Conditions and uses the Data only in accordance with the Agreement.

Precautions: Geoscience Australia does not warrant the accuracy, completeness, currency or suitability of the Data for any purpose. The Licensee assumes responsibility for selection of the Data to achieve any intended results, and for its installation and use. The Licensee also assumes responsibility for the interpretation of any results obtained from use of the Data, and must exercise all appropriate precautions before placing reliance on those results.

Product Warranty: No warranties, express or implied, are given or offered for the Data except as provided in this Condition. Where any statute implies into the Agreement any condition or warranty, and that statute prohibits provisions excluding or modifying the application or exercise of, or liability under, such condition or warranty, such condition or warranty shall be deemed to be included in the agreement. However, Geoscience Australia's liability for any breach of such statutory condition or warranty shall be limited, at its option, to any one or more of the following:

- (a) replacement of the Data;
- (b) the supply of an equivalent product;
- (c) payment of the cost of replacing the Data or acquiring an equivalent product;
- (d) a refund of the price (if any) paid by the Licensee for the Data.

Release and Indemnity: Except as provided in the previous Condition, the Licensee:

- (a) releases Geoscience Australia, the Commonwealth and their employees and agents in respect of all liability for loss, damage or injury which may be suffered by the Licensee arising from its use of the Data;
- (b) indemnifies Geoscience Australia, the Commonwealth and their employees and agents in respect of all liability for loss, damage or injury, which may be suffered by any person arising from that person's use of the Data supplied to the Licensee.

Severance: Any reading down or severance of a particular provision of the Agreement does not affect the remaining provisions.

Waiver: No forbearance, delay or indulgence by a Party in enforcing the provisions of the Agreement shall prejudice or restrict the rights of that Party, nor shall waiver of those rights operate as a waiver of any subsequent breach.

Variation: No variation of the Agreement shall be of any force or effect unless it is in writing signed by both Parties.

Termination: The Licence shall be deemed terminated automatically in the event of a breach of warranty by You, if the Licence Details are no longer complete and correct or if the Licensee breaches any Condition of the Agreement. Termination of the Licence shall not affect any rights accrued by either Party under the Agreement prior to termination. Upon termination the Licensee shall immediately cease using the Data for any purpose whatsoever, and shall erase all copies under its control, unless otherwise directed by Geoscience Australia.

Applicable Law: The Agreement shall be construed in accordance with the law of the Australian Capital Territory and the Parties submit to the jurisdiction of courts of that Territory.

Application within the Commonwealth: Where the Licensee is a Department or agency of the Commonwealth of Australia, such that it is not permitted to enter into a binding legal agreement except as the Commonwealth, then the Agreement shall be read down as a mere arrangement.

Definitions and Interpretation: In these Conditions, unless the contrary intention appears:

terms not otherwise defined are to be construed according to the context in which they first appear in bold type;

number: the singular includes the plural and *vice versa*;

parts of speech: a reference to one part of speech includes all other parts;

“the Agreement” means this agreement constituted by the Licence Details and these Licence Conditions;

“Geoscience Australia” means the Commonwealth of Australia, represented by Geoscience Australia, and includes any agency which succeeds to the functions of that agency;

“the Data” means the product referred to in the Licence Details;

“Derivative Product” means a distinct product in which the Data is altered, abridged or supplemented, and/or which incorporates additional functionality;

“End-user” means a third party to whom the Licensee supplies the Data or a Derivative Product;

“Intellectual Property” includes all copyright, and all rights in relation to registered and unregistered trademarks (including service marks), registered designs and confidential information (including trade secrets and know-how), and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

“Licensee” means You, or the organisation (if any) on whose behalf You are taking the Licence, as identified in the Licence Details;

“Parties” means Geoscience Australia and the Licensee;

“You” or **“Your”** refers to the natural person identified in the Licence Details.