

Order Form and Licence for Customised Digital Map Product

Licence Details

Name of Organisation (**Licensee**): Tel: (.....) Fax: (.....)

Contact Officer: Email:

Address: Web Address:

Suburb/Locality: State: P/c: Country:

1. Please Nominate your Business and Industry Sector and Applications from the options below, please tick:

Business Sector (select one only)	<input type="checkbox"/> Private Citizen <input type="checkbox"/> Private Sector	<input type="checkbox"/> Federal Government <input type="checkbox"/> State Government	<input type="checkbox"/> Local Government <input type="checkbox"/> Academia
Industry Sector (select one only)	<input type="checkbox"/> Agriculture & Fisheries <input type="checkbox"/> Conservation & Environment <input type="checkbox"/> Communications <input type="checkbox"/> Defence / Emergency Services <input type="checkbox"/> Demographics & Marketing	<input type="checkbox"/> Education / Research <input type="checkbox"/> Energy and Water <input type="checkbox"/> Finance & Insurance <input type="checkbox"/> Forestry <input type="checkbox"/> Geosciences	<input type="checkbox"/> Health & Community Services <input type="checkbox"/> IT/Software Development <input type="checkbox"/> Land Information Specialists <input type="checkbox"/> Manufacturing/Retail <input type="checkbox"/> Media & Publishing
Applications (select as many as necessary)	<input type="checkbox"/> Asset/Facilities Mgt. <input type="checkbox"/> Demographic Analysis <input type="checkbox"/> Emergency/Disaster Response <input type="checkbox"/> Environmental Monitoring	<input type="checkbox"/> Exploration <input type="checkbox"/> Fleet/Logistics Mgt <input type="checkbox"/> Graphic Presentation <input type="checkbox"/> Infrastructure Planning	<input type="checkbox"/> Planning/Land Development <input type="checkbox"/> Public Administration <input type="checkbox"/> Tourism/Recreation <input type="checkbox"/> Transportation <input type="checkbox"/> Other

2. Description of The Data (if insufficient space, please attach listing):

.....

.....

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

.....

.....

4. Proposed Distribution of Data (or Derivative Product), please tick:

- Personal or in-house use only or
- Distribution to End-users via: Digital media (eg. CD, DVD); An Internet application; A report/publication/map.

5. Data Supply Requirements:

5.1 Media

Magnetic Tape: All data on tape (except binary application format data) are ASCII format and written using the UNIX 'tar' command.

8 mm EXABYTE Tape 4 mm DAT Tape 150 Mbyte 1/4" QIC Cartridge

OR Floppy Disk: All floppy disks are MS-DOS format. Only small data files will be written to floppy disk. Where data files are larger than 1.44 Mbytes, the data will be written to CD-ROM.

3.5" 1.44 Mbyte

OR CD-ROM: All CD-ROMs are ISO 9660 compatible.

OR Electronically: File size restrictions may apply. Email ftp (Please ensure you provide appropriate electronic address details.)

5.2. Application Format

- Formatted ASCII GeoVision GINA AS2482 MapInfo for Windows
- ARC/INFO Double Precision ARC/INFO Single Precision DXF
- ARC/INFO GRIDASCII Grid DEM XYZ Other:

Note: Not all products are available in all of the above formats, i.e. most formats are product specific. Refer to the Geoscience Australia Data catalogue or Geoscience Australia's Internet site (<http://www.auslig.gov.au>) for format details. Please contact Geoscience Australia Customer Support to discuss other formats.

5.3. Coordinate System

- Geographical (GDA94 or AGD66) Grid (MGA or AMG)

Note: Not all products are available in the two coordinate systems or on both datums (GDA or AGD). Please refer to the Geoscience Australia Data catalogue or Geoscience Australia's Internet site (<http://www.auslig.gov.au>) for coordinate details.

Please see the **Licence Conditions** on the back of this form.

Signed for Licensee: Position held / title:

Printed Name: Dated:

The information you provide on this form will only be used in accordance with our Privacy Policy outlined on: <http://www.auslig.gov.au/corpinfo/website/privacy.htm>

Geoscience Australia Use Only (To be completed by Geoscience Australia after lodgment of completed Order Form)	
Order Number :	Total Licence Fee :
Invoice Number:	Shipment Date :

Licence Conditions

1. 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.

2. Warranty re Licence Details supplied by You: You warrant that the Licence Details supplied by You are correct and complete. The Licence only applies if and so long as this remains the case. If You are contracting on behalf of an organisation, You warrant that You are entitled to enter into the Agreement on behalf of the Licensee.

3. Commencement: The Agreement does not commence until the Order Form has been accepted by Geoscience Australia and the Licence Fee has been paid.

4. Grant of Licence: Geoscience Australia grants to the Licensee a non-exclusive, non-transferable licence (the Licence):

- (a) to load, display, print and reproduce views obtained from the Data;
- (b) to develop the Derivative Product from the Data; and
- (c) to distribute the Data or the Derivative Product to End-users.

The Licence does not entitle the Licensee to sub-licence the above rights. However the End-user may exercise limited rights conferred by Geoscience Australia, as described in the copyright statements that the Licensee is to apply as stipulated below.

5. Where the Data is used in unaltered form, the Licensee must make End-users aware the data was sourced from Geoscience Australia and is used under licence. Distribution information must be supplied to Geoscience Australia on request. The following copyright statement shall be used:

© Commonwealth of Australia (Geoscience Australia) *[add year of data publication]*

Limited End-user licence provided by Geoscience Australia: You may load, display, print and reproduce views obtained from the Data sourced from Geoscience Australia, retaining this notice, for your personal use, or use within your organisation only. You must not create a Derivative Product in which the Data is altered, abridged or supplemented. Geoscience Australia gives no warranty regarding the Data's accuracy, completeness, currency or suitability for any particular purpose.

Contact Geoscience Australia Customer Support (on 02 6249 9966) to obtain the most current version of the Data and to obtain an **Unlimited Licence**. An Unlimited Licence permits you to create a Derivative Product, and to distribute the Data or Derivative Product to third parties.

6. Where a Derivative Product is developed from the Data, the Licensee must supply a copy of the Derivative Product and distribution information to Geoscience Australia on request. Any Derivative Product shall display the following copyright statement:

This product (XXXX) incorporates data which is:

© Commonwealth of Australia (Geoscience Australia) *[add year of data publication]*

The Data sourced from Geoscience Australia has been used in XXXX with the permission of Geoscience Australia. Geoscience Australia has not evaluated the Data as altered and incorporated within XXXX, and therefore gives no warranty regarding its accuracy, completeness, currency or suitability for any particular purpose.

Limited End-user licence provided by Geoscience Australia: You may use XXXX to load, display, print and reproduce views obtained from the Data, retaining this notice, for your personal use, or use within your organisation only.

Contact Geoscience Australia Customer Support (on 02 6249 9966) to obtain the most current version of the Data and to obtain an **Unlimited Licence**. An Unlimited Licence permits you to create a Derivative Product, and to distribute the Data or Derivative Product to third parties.

(The minimum level of attribution, which applies to simple publications, such as a map, but not including digital products, is as follows)

This product (XXXX) incorporates data which is:

© Commonwealth of Australia (Geoscience Australia) *[add year of data publication]*

7. Retention of notices: Except as permitted above the Licensee shall not remove, obscure or interfere with any copyright statement, acknowledgment, attribution, trade mark, warning or disclaimer statement affixed to, incorporated in or otherwise applied in connection with the Data.

8. Intellectual Property: The Licensee acknowledges that the Data is a special, unique and valuable product in which the copyright and other applicable Intellectual Property rights vest in Geoscience Australia. All rights not expressly granted to the Licensee under the Agreement are reserved. Geoscience Australia warrants that the grant of the Licence does not infringe the Intellectual Property rights of any person.

9. 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.

10. 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.

11. 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.

12. 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

- (b) arising from its use of the Data; 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.

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

14. 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.

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

16. 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.

17. 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.

18. 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.

19. 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;

"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.

Licence Fees:

Prices for Geoscience Australia customised digital map products are stated in its current Product Catalogue and on its web-site (<http://www.ga.gov.au>). The price of a particular product can be confirmed by contacting **Geoscience Australia Customer Support** (on 02 6249 9966).

The Licence Fee is paid in consideration of Geoscience Australia supplying the Media (referred to in the Licence Details) and granting the Licence (described in the Licence Conditions). The Licence will become effective, and the Media (but not the Data) will become the Licensee's property, when the Licence Fee has been received by Geoscience Australia.