

# Agency Specific Licence for Spatial Data provided as a Packaged Product

Version – 8 May 2007

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- i) "**Packaged Product**" means the package containing the DVD on which the Data is recorded.

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- (c) any negligent act or omission or wilful misconduct of the Licensee in connection with this Licence.

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- a) Geoscience Australia may, at any time, terminate the Licence, with immediate effect by giving notice to the Licensee if:
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  - (iii) the Licensee undergoes a change of ownership or control.
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  - c) The Licensee may, at any time, terminate the Licence, with immediate effect by giving notice to Geoscience Australia.
  - d) The Licence will automatically terminate if the Licensee ceases to carry on business or is dissolved.

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**18. Variation:** Geoscience Australia may, at its discretion, vary the terms of this Licence by giving the Licensee 90 days written notice of the variation. Otherwise, no variation of the Licence will have any effect unless it is in writing and signed by both parties.

**19. Notices:** Any notice given under this Licence must be in writing and hand delivered, sent by prepaid post, facsimile or email to the recipients address specified in this Licence, (or as varied by notice in accordance with the terms of this Licence).

A notice given in accordance with this clause is taken to be received:

- a) If hand delivered, on delivery;
- b) if sent by post, 7 days after the date of posting;
- c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission; or
- d) if sent by email, 7 days after the date of sending.

**20. Whole agreement:** This Licence constitutes the whole agreement between the Parties with respect to the Packaged Product and Data, and supersedes any prior negotiations, agreement or understanding.

- 21. Severance:** Any reading down or severance of a particular provision of the Licence does not affect the remaining provisions.
- 22. Waiver:** No forbearance, delay or indulgence by a Party in enforcing the provisions of the Licence will prejudice or restrict the rights of that Party, nor will waiver of those rights operate as a waiver of any subsequent breach.
- 23. Applicable Law:** The Licence is governed by the law of the Australian Capital Territory and the Parties submit to the jurisdiction of courts of that Territory.
- 24. Application within the Commonwealth:** Where the Licensee is an agency of the Commonwealth that is subject to the *Financial Management and Accountability Act 1997*, such that it is not permitted to enter into a binding legal agreement except as the Commonwealth, then the Licence will be read down as a mere arrangement.

## Schedule 1 – Spatial datasets

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<b>Custodian agency</b>	<b>Dataset name</b>	<b>Year of publication</b>
<b>Geoscience Australia</b>	GEODATA TOPO 250K Series 3	2006