

# Open Licence

## (Shortform)

### 1. Licence

- 1.1 The State of Queensland as represented by the Department of Natural Resources and Water (NRW), the Licensor, is the owner of the intellectual property rights including copyright in and to the *Licensed Data* or has the right to make this data available under licence arrangements.
- 1.2 This Agreement includes the *Schedule* below. All terms that reference the *Schedule* are in italics.
- 1.3 NRW grants you, the *Licensee*, a non-exclusive, non-transferable licence to use the *Licensed Data* from the *Commencement Date* until the *Expiry Date* subject to the conditions set out in this Agreement.
- 1.4 Where the Licensor and the *Licensee* are not separate legal entities these licence conditions operate as a memorandum of understanding.

### 2. Permitted Use

- 2.1 You may use the *Licensed Data* for your own purposes including making a copy for backup purposes.
- 2.2 You may create and distribute hardcopy and digital products based on or containing the *Licensed Data*.

### 3 Prohibited Use

- 3.1 You must not sell or distribute the *Licensed Data* to any third party
- 3.2 You must not use the *Licensed Data* for direct marketing or use the *Licensed Data* in breach of any privacy laws. Direct Marketing means one to one marketing using personal details (eg name, address, email address), normally supported by a database, which uses one or more advertising media to effect a measurable response and/or transaction from a person and includes, but is not limited to, telemarketing, bulk email messaging (spam), postal canvassing and list brokering.

### 4 Your obligations

- 4.1 You must indicate your acceptance of the terms of this Agreement using the *Method of Acknowledging Agreement*.
- 4.2 You must pay the *Fee* specified in the *Schedule* to NRW.
- 4.3 You must include metadata with the product(s) you create and the metadata must incorporate as a minimum the metadata supplied with the *Licensed Data*
- 4.4 You must include this notice on any created products or images:

Based on or contains data provided by the State of Queensland (Department of Natural Resources and Water) [year]. In consideration of the State permitting use of this data you acknowledge and agree that the State gives no warranty in relation to the data (including accuracy, reliability, completeness, currency or suitability) and accepts no liability (including without limitation, liability in negligence) for any loss, damage or costs (including consequential damage) relating to any use of the data. Data must not be used for direct marketing or be used in breach of the privacy laws.

- 4.5 You must display the following copyright notice when you make a copy of the *Licensed Data*: "© The State of Queensland (Department of Natural Resources and Water) [year]".
- 4.6 Once the *Expiry Date* has been reached you must make a new application for a licence if you wish to continue using the *Licensed Data* or any product made from or including the *Licensed Data*.
- 4.7 You must comply with any *Further Conditions* outlined in the *Schedule*.

### 5 Disclaimer and Indemnity

- 5.1 You agree to accept all responsibility and risks associated with the use of the *Licensed Data*.
- 5.2 NRW makes no representations or warranties in relation to the *Licensed Data*, and, you agree that, subject to clause 5.3 and to the extent permitted by law, all warranties relating to accuracy, reliability, completeness, currency or suitability for any particular purpose and all liability for any loss, damage or costs (including consequential damage) incurred in any way (including but not limited to that arising from negligence) in connection with any use of or reliance on the *Licensed Data* are excluded or limited.
- 5.3 You agree to continually indemnify the State of Queensland and NRW (and their officers and employees) against any loss, cost, expense, damage and liability of any kind (including liability in negligence) caused by your use of the *Licensed Data* or any product made from the *Licensed Data* except to the extent that the loss, cost, expense, damage or liability is caused by NRW (including, without limitation, liability in negligence).

## Schedule

Licence Number: OPNS: 20XX/XXX

Licensee (name, ABN, address, contact details etc): XXXX

Commencement Date: XXXX

Expiry Date: XXXX

Licensed Data: XXXX

Fee: XXXX [default options] [Access Fee: XXXX and Royalty Fee: XXXX]

Further Conditions: XXXX [default: nil]

### Consultants

[In exception to clause 3.1, *Licensed Data* may be supplied to a consultant for a specific project for you but the consultant must return or destroy the data when the project is finished. Where the *Licensed Data* is supplied to a consultant you must include this notice on any copies of the *Licensed Data* however altered, reformatted or redisplayed:

© The State of Queensland (Department of Natural Resources and Water) [year]. In consideration of the State permitting use of this data you acknowledge and agree that the State gives no warranty in relation to the data (including accuracy, reliability, completeness, currency or suitability) and accepts no liability (including without limitation, liability in negligence) for any loss, damage or costs (including consequential damage) relating to any use of the data. Data must not be used for direct marketing or be used in breach of the privacy laws. ]

### Multiple supply

[The data will be supplied on a XXX frequency commencing XXX]

### Specified Purpose (where a royalty is to be paid in advance)

[The use of the *Licensed Data* is permitted only for the following specific purpose. The specific purpose is to XXXX.]

**Method of Acknowledging Agreement:** [Please ensure that the person who responds is duly authorised to enter into licence agreements on behalf of your organisation.]

**Option A:** For convenience the attached Licence may be agreed to by email. Please click on the link below to send an email to XXXX acknowledging acceptance of terms of Agreement.

[mailto:XXXX@nrw.qld.gov.au?subject=Acceptance\\_of\\_Licence\\_No\\_OPNS:%20XXXX](mailto:XXXX@nrw.qld.gov.au?subject=Acceptance_of_Licence_No_OPNS:%20XXXX)

**Option B:** Sign two copies of the Agreement below, and return to the Department of Natural Resources and Water.

### Execution

#### Licensor:

SIGNED for and on behalf of THE STATE OF QUEENSLAND

by \_\_\_\_\_

a Delegated Officer of the [print name]

DEPARTMENT OF NATURAL RESOURCES AND WATER

[Signature]

(ABN 83 705 537 586) this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_

in the presence of:

\_\_\_\_\_  
Witness [print name]

\_\_\_\_\_  
[signature]

#### Licensee:

[All to fill out this block plus one of the blocks below]

Signed for and on behalf of \_\_\_\_\_

[print name or company name or government department name]

ABN \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_

[then for a company] by authority of the directors in accordance with s127 of the Corporations Act 2001

ACN \_\_\_\_\_

\_\_\_\_\_  
[print name of director/secretary] [signature]

\_\_\_\_\_  
[name of director (if applicable)] [signature]

[or for an individual / government Delegated Officer]

\_\_\_\_\_  
[print name (and designation if Government)] [signature]

in the presence of:

\_\_\_\_\_  
Witness [print name]

\_\_\_\_\_  
[signature]