



**Queensland
Government**

**Licence Agreement
for Data Sharing
between
the State of Queensland
and
XXXX**

Licence No SHR: 20XX/XXX

State of Queensland (Department of Environment and Resource Management)

Licence Agreement for Data Sharing of Licensed Data

1. Licence

1.1 The parties agree to provide to each other a non-exclusive, non-transferable licence for the Licensed Data described in Schedules C and D to use the Licensed Data for the purposes specified in this Agreement subject to the terms and conditions set out in this Agreement.

2. Definitions

2.1 In this Agreement, unless the contrary intention appears or the context otherwise requires the following definitions apply:

- (a) **Agreement** means this agreement including the attached Schedules.
- (b) **Chief Executive** means the Chief Executive of the Department of Environment and Resource Management and the Chief Executive Officer of the Sharer Party.
- (c) **Consultant** means any consultant, contractor or business partner of a party engaged for a specific project of that party.
- (d) **DERM** means the State of Queensland as represented by the Department of Environment and Resource Management (DERM) or any successor.
- (e) **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.
- (f) **GST** means the Goods and Services Tax (GST) as defined in the *A New Tax System (Goods and Services Tax) Act 1999*.
- (g) **Intellectual Property Rights** means all copyright, patent application rights, patent rights, design rights, database rights, trademark rights (whether registered or unregistered), trade secrets and confidential information, all know-how, and all other rights of intellectual property.
- (h) **Licensed Data** means the data identified in Schedules C and D. It includes data that has been reformatted or converted on to a different media or translated into another format, and includes any revisions, updates or reissues provided by the parties during the term of this Agreement.
- (i) **Licensed Data Product** means any Value Added product derived from or based on the Licensed Data or any Licensed Data Product(s).
- (j) **Moral Rights** mean the moral rights of attribution of authorship, right not to have authorship falsely attributed and right of integrity of authorship specified in Part IX of the *Copyright Act 1968* (Cth).
- (k) **Sharer Party** means the person specified in Schedule A or any successors.
- (l) **Privacy Laws** means any legislation enacted by Federal or State agencies in relation to privacy and includes the *Privacy Act 1988* (Cth).
- (m) **Recipient** means the party receiving Licensed Data.
- (n) **Supplier** means the party supplying Licensed Data.
- (o) **Value Add/Adding/Added** means any repackaging which irreversibly changes the form of the Licensed Data or any augmenting or incorporation of the Licensed Data with other data. Conversion onto a different media or the translation into a different format (e.g. changing colour and formatting) of Licensed Data is not Value Adding.

2.2 The following terms have a relevant defining reference in Schedules A, C and/or D:

Commencement Date, Expiry Date, Special Conditions, Specifications – Licensed Data, Specific Restrictions - Licensed Data, Termination Notice Period, Value

2.3 DERM and the Sharer Party are the parties to the Agreement. Where the context so admits this includes officers, employees and agents.

2.4 A reference to the singular includes the plural and vice versa and each reference to a person includes reference to a legal entity including a corporation or organisation.

2.5 Headings are not included in the operative part of the Agreement and should not be used in interpretation of the Agreement.

2.6 Unless otherwise specified, a reference to a day means a calendar day.

2.7 References to statutes, regulations, ordinances or by-laws are deemed to extend to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing the same.

2.8 Unless otherwise specified, a reference to a clause or a schedule is reference to a clause of or a schedule to this Agreement and includes any amendment made to the clause or schedule in accordance with this Agreement.

3. Supplying and Ordering of Licensed Data

3.1 Supply of Licensed Data

3.1.1 The Licensed Data made available under this Agreement will be supplied according to the specifications in Schedules C and D.

3.1.2 Each party agrees to deliver at its own cost the Licensed Data as soon as is practicable following the execution of this Agreement.

3.1.3 Each party agrees to establish and maintain sufficient systems to ensure it retains the capacity to transfer the Licensed Data to the other party in accordance with the requirements of clause 3.1 for the term of this Agreement. This will be at each party's own cost.

3.1.4 A party may change the Specifications - Licensed Data in a Schedule C or D (for DERM a Schedule C and for the Sharer Party a Schedule D), including the format in which Licensed Data is supplied, from time to time.

3.2 **Change in Licensed Data**

3.2.1 If either party wishes to add to, delete from or otherwise amend a schedule (for DERM a Schedule C and for the Sharer Party a Schedule D) the interested party is to provide a proposed new schedule to the other party. If the other party consents to the proposed change the other party will sign the new schedule and return it to the interested party and the new schedule will form part of this Agreement, adding to, deleting from, replacing or otherwise amending the previous schedule.

3.3 **Goods and Services Tax**

3.3.1 Unless expressly included, the consideration for any supply made under or in connection with this Agreement does not include GST.

3.3.2 To the extent that any supply made under or in connection with this Agreement is a taxable supply, the consideration for that supply is increased by an amount equal to that consideration multiplied by the rate at which GST is imposed in respect of the supply.

3.3.3 As the consideration for the supplies made under this Agreement is non-monetary the parties have agreed the market value (GST inclusive) of that consideration as being the values listed in Schedules C and D.

3.3.4 Each party agrees to do all things, including providing tax invoices and other documentation, that may be necessary or desirable to enable or assist the other party to claim any input tax credit, adjustment or refund in relation to any amount of GST paid or payable pursuant to any supply made under or in connection with this Agreement.

4. **Ownership**

4.1 Each party retains the ownership of and the Intellectual Property Rights in its own Licensed Data.

4.2 The party that creates a Licensed Data Product from Licensed Data owns the Licensed Data Product.

5. **Obligations of Parties**

5.1 **Data Integrity**

5.1.1 Where a party is the Recipient that party:

- (i) must not corrupt or introduce any errors into the Licensed Data; and
- (ii) must advise the Supplier party of any errors in the Licensed Data as they are identified.

5.2 **Confidentiality**

5.2.1 Both parties agree that Licensed Data is the valuable commercial information of the party that owns the Licensed Data.

5.2.2 Where a party is the Recipient that party agrees to provide access to the Licensed Data only to its employees and Consultants who need access for the purpose of the party exercising its rights under this Agreement. The party must take all reasonable steps to maintain and safeguard the security of the Licensed Data in its databases. The party must further ensure that its employees and Consultants maintain the security of the Licensed Data and use the Licensed Data solely for the purposes permitted under this Agreement.

5.3 **Permitted Use**

5.3.1 Where a party is the Recipient that party may do all and any of the following:

- (i) Use the Licensed Data for its own internal business purposes. Where the Recipient is DERM, internal business purposes are restricted to those of the Department of Environment and Resource Management and do not extend to supply to or use by other departments or agencies of the State of Queensland. Where the Recipient is a government department, internal business purposes are restricted to those of the department and do not extend to supply to or use by other departments or agencies.
- (ii) Combine the Licensed Data with other data owned by or licensed to the party to create Licensed Data Products, provided that nothing will derogate from the ownership of the Licensed Data.
- (iii) Supply Licensed Data Products to third parties (and where the Recipient is a government department, third parties includes other departments or agencies) subject to the terms and conditions in this Agreement.
- (iv) Supply Licensed Data to Consultants provided that the Consultant has signed a written licence agreement in accordance with Schedule B.
- (v) Anything allowed in the Special Conditions in Schedule A (if any).

5.4 **Prohibited Use**

5.4.1 Where a party is the Recipient that party:

- (i) must not supply Licensed Data to any third party (except a Consultant who has signed a written licence agreement in accordance with Schedule B);
- (ii) must not supply Licensed Data to any Consultant for Direct Marketing; and
- (iii) must not use the Licensed Data or Licensed Data Products for Direct Marketing or with the intention of encroaching upon the privacy of an individual and must comply with the Privacy Laws.

5.5 **Required Notices and Metadata**

5.5.1 If a party is the Recipient the party must ensure that all copies of the Licensed Data and all Licensed Data Products display the relevant notice specified in Schedule B.

5.5.2 If a party is the Recipient the party must include metadata with the Licensed Data Products and the metadata must incorporate as a minimum the metadata supplied with the Licensed Data.

5.6 Copying and storage of Licensed Data

5.6.1 If a party is the Recipient that party is permitted to make copies of the Licensed Data for the purpose of this Agreement and for security purposes. The copy for security purposes must not be used for any purpose other than providing security backup against loss of the original Licensed Data.

5.7 Enforcement

5.7.1 Each party must take all reasonable steps to enforce the terms and conditions specified in this clause 5.

6. Expiry or termination

6.1 The licence granted under this Agreement will take effect on and from the Commencement Date and will remain current until the Expiry Date unless terminated under this clause 6.

6.2 Either party may terminate this Agreement by giving the other party the amount of written notice specified in Schedule A as Termination Notice Period.

6.3 Without limiting the effect of any other clause in this Agreement, either party may terminate this Agreement immediately by notice in writing in any of the following circumstances:

6.3.1 The other party fails to perform any of its obligations or responsibilities under this Agreement.

6.3.2 The other party does any of the following: suspends payment of its debts; or is unable to pay its debts within the meaning in the Corporations Law; or becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency or administration including but not limited to an order or resolution for winding up or dissolution or appointment of a receiver, controller, administrator or liquidator; or ceases or threatens to cease conducting its business in the normal manner; being a partnership, dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving; being a natural person, dies or becomes legally incompetent.

6.3.3 The party is the Supplier and becomes aware of any evidence of Direct Marketing by the Recipient party (or its Consultant(s)) involving the Supplier party's Licensed Data or Licensed Data Products made from the Supplier party's Licensed Data. The Supplier party must first give written notice to the Recipient party and provide the Recipient party with 14 days to respond to any allegation by the Supplier party that the Direct Marketing provisions of this Agreement have been breached. The Supplier Party must consider the Recipient Party's response, however the Supplier Party has the final determination in this regard.

6.4 Upon termination or expiry of this Agreement all of the following things will happen:

6.4.1 All rights granted by either party will cease immediately.

6.4.2 Each Party may continue to use the Licensed Data for their own business purposes subject to Clause 6.4.3 and to any Specific Restrictions outlined in Clause 3 of Schedules C and D, which will also survive and continue to have full force and effect.

6.4.3 Clauses 4 (Ownership), 5.2 (Confidentiality), 5.4.1 (iii) in relation to Licensed Data Products (Prohibited Use), 8 (Warranty, Liability and Indemnity) and Clause 3 of Schedule's C and D Specific Restrictions – Licensed Data will survive and continue to have full force and effect.

6.4.4 Any other rights the parties have against the other in respect of anything done or omitted by the parties under this Agreement will not be affected.

6.5 Notwithstanding anything contained in this Agreement, each party's sole remedy in the event of termination or purported termination of this Agreement by the other party (whether or not the other party has the right to terminate) is for damages (including interest) and each party agrees that the terminating party may plead this provision as a bar to any action.

7. Dispute Resolution

7.1 A party must not commence legal proceedings relating to this Agreement unless the party has complied with this clause 7. However, this clause 7 will not apply where a party seeks urgent interlocutory relief from a court.

7.2 If a dispute arises between the parties in respect of this Agreement (the 'Dispute') then the following procedure applies:

7.2.1 The party alleging the Dispute must notify the existence and nature of the Dispute to the other party involved in the Dispute within 7 days of the dispute arising (the 'Notification').

7.2.2 Upon receipt of a Notification, each party involved in the Dispute must appoint a senior representative with authority to resolve the Dispute, and those senior representatives must attempt in good faith to resolve the Dispute.

7.2.3 If the Dispute is not resolved as provided in clause 7.2.2 within 7 days of receipt of the Notification, then any party involved in the Dispute may refer the Dispute to mediation as provided in clause 7.2.4 and must do so before initiating proceedings in a court to resolve the Dispute.

7.2.4 Any Dispute that is referred to mediation must be mediated by a mediator appointed by the parties in accordance with rules agreed by the parties or, if the parties cannot agree on the appointment of a mediator or rules of mediation, a mediator appointed by and rules determined by the President, Queensland Law Society. The parties must attempt in good faith to resolve the Dispute at mediation.

7.2.5 The costs of any mediation conducted pursuant to clause 7.2.4 will be shared equally between the parties to the Dispute, unless the mediator determines otherwise.

7.2.6 If the Dispute is not resolved within 14 days of referral to mediation any party is free to initiate proceedings in a court in respect of the Dispute.

8. Warranty, liability and indemnity

8.1 Warranty

- 8.1.1 Both parties warrant that they have the right and authority to enter into and to grant the rights described in this Agreement and that the grant of any rights by one party to the other in accordance with this Agreement will not infringe the ownership rights, including Intellectual Property Rights, of any third party.
- 8.1.2 Each party supplies the Licensed Data at the other party's own risk. In particular, and without limitation, the parties do not warrant that the Licensed Data is current, accurate or complete and give no warranty as to the condition, quality or fitness of the Licensed Data for the other party's requirements.
- 8.1.3 Each party acknowledges and agrees that, in entering into this Agreement, it has not relied on any representations made by the other party. In particular, and without limitation, each party has not relied on any descriptions, illustrations or specifications contained in any document (including any catalogues or publicity material produced by the other party).
- 8.1.4 The party supplying the Licensed Data warrants that as at the time of supply it has observed all Moral Rights in relation to the Licensed Data and obtained all the consents, permissions and assignments required to enable the other party to use the Licensed Data for the permitted uses set out in clause 5.3, without cost or impediment to the other party.

8.2 Exclusion of liability

- 8.2.1 Except for warranties expressly made in this Agreement, all conditions, warranties, undertakings or representations express or implied and whether arising by statute, general law or otherwise are, to the extent permitted by law, expressly excluded and the terms of this Agreement are the only terms and conditions applying. Where the law implies a warranty, each party expressly limits its liability under any such warranty to the replacement, or re-supply of any Licensed Data supplied under this Agreement.
- 8.2.2 Subject to clause 8.2.1, under no circumstances is either party (or its officers, employees or agents) liable to the other party for any direct, indirect or consequential loss or damage, howsoever caused (including, without limitation, sustained as a result of negligence), and sustained in connection with this Agreement or the Licensed Data or use of the Licensed Data.

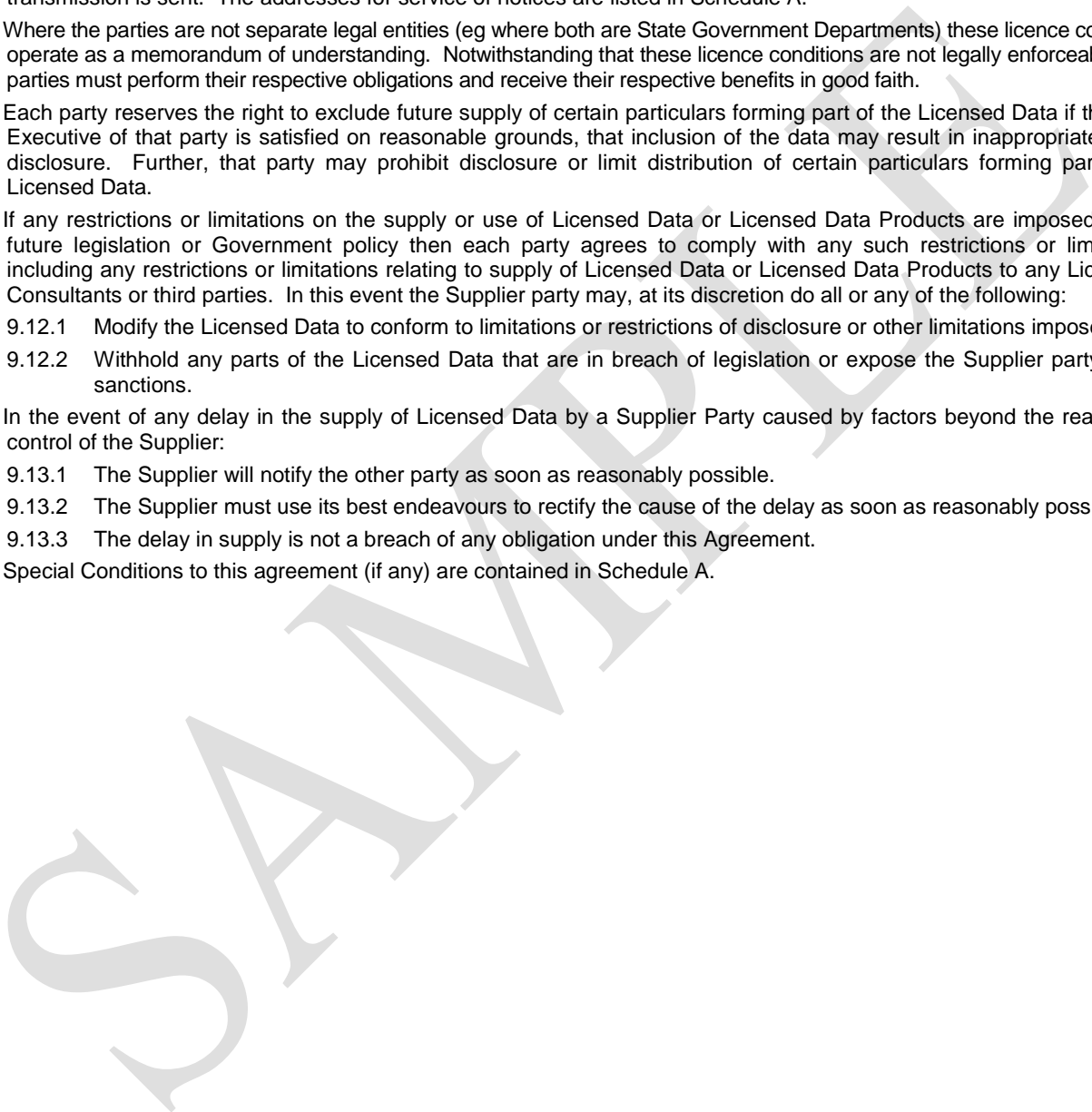
8.3 Indemnity

- 8.3.1 In respect of Licensed Data:
 - (i) Where a party is the Supplier party it will indemnify the other party (the Recipient) against any claim by a third party in relation to infringement of that third party's Intellectual Property Rights in the Licensed Data.
 - (ii) Where a party is the Recipient party it will indemnify the other party (the Supplier) from and against any loss or liability (including reasonable legal costs and expenses) incurred by any of those indemnified arising from any claim, demand, suit, action or proceeding by any person against any of those indemnified where the loss or liability arose out of, in connection with, or in respect of the Recipient party's use of the Licensed Data.
- 8.3.2 In respect of Licensed Data Product(s) the owner of Licensed Data Product(s) under clause 4.2 will at all times indemnify and keep indemnified the other party from and against any loss or liability (including reasonable legal costs and expenses) incurred by any of those indemnified arising from any claim, demand, suit, action or proceeding (including a claim for a breach of a person's Intellectual Property Rights) by any person against any of those indemnified where the loss or liability arose out of, in connection with, or in respect of the Licensed Data Products.
- 8.3.3 The party supplying the Licensed Data must indemnify and at all times keep the other party indemnified against any action, claim, suit, demand or liability arising from the failure of the indemnifying party to perform its Moral Rights obligations as at the time of supplying the Licensed Data to the other party and arising from the other party's use of the Licensed Data in accordance with the permitted uses under clause 5.3, including a claim, suit, demand or liability to pay compensation or damages, costs or expenses for infringement of any individual's Moral Rights.
- 8.3.4 The indemnities in this section 8.3 will be granted irrespective of whether legal proceedings are instituted and the means, manner or nature of any settlement, compromise or determination. The indemnified party may recover a payment from the other party under this indemnity before it makes the payment in respect of which the indemnity is given.

9. General conditions

- 9.1 None of the conditions of this Agreement will be waived or deemed waived, except by notice in writing signed by the party waiving the right.
- 9.2 No agreement or understanding that varies or amends this Agreement will bind either party unless and until agreed to in writing by both parties.
- 9.3 This Agreement will be governed by and construed in accordance with the law of the State of Queensland.
- 9.4 Each party must give the other party such assistance and cooperation as is reasonably required for the performance of this Agreement.
- 9.5 This Agreement constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements either oral or written between the parties with respect to the subject matter referred to in this Agreement.
- 9.6 Subject to the terms and conditions of this Agreement, neither this Agreement nor any rights granted under it may be assigned or sub-licensed in any manner whatsoever by a party, without the written consent of the other party.

- 9.7 Any provision, or part of a provision, of this Agreement that is illegal, unenforceable or partly unenforceable is, where possible to be severed to the minimum extent necessary to make this Agreement enforceable (unless this would materially change the intended effect of this Agreement).
- 9.8 A party is not and does not become a partner, employee or agent of the other party under this Agreement and must not allow itself to be represented as such. Further, a party who receives Licensed Data does not have the power or authority, directly or indirectly or through its employees or agents, to bind the other party to any agreement with a Consultant, or other third party or otherwise to contract, negotiate or enter into a binding relationship for or on behalf of the other party, or to make any representation on behalf of the other party.
- 9.9 Notices under this Agreement may be delivered by prepaid postage or certified mail, by hand, by fax transmission or by email transmission. Notices are deemed given 5 days after deposit in the mail with postage prepaid or certified, when delivered by hand, or if sent by fax or email transmission upon completion as evidenced by a fax or email transmission record. Where notice is given by fax or email the original document must be posted on the same day as the transmission is sent. The addresses for service of notices are listed in Schedule A.
- 9.10 Where the parties are not separate legal entities (eg where both are State Government Departments) these licence conditions operate as a memorandum of understanding. Notwithstanding that these licence conditions are not legally enforceable; both parties must perform their respective obligations and receive their respective benefits in good faith.
- 9.11 Each party reserves the right to exclude future supply of certain particulars forming part of the Licensed Data if the Chief Executive of that party is satisfied on reasonable grounds, that inclusion of the data may result in inappropriate use or disclosure. Further, that party may prohibit disclosure or limit distribution of certain particulars forming part of the Licensed Data.
- 9.12 If any restrictions or limitations on the supply or use of Licensed Data or Licensed Data Products are imposed by any future legislation or Government policy then each party agrees to comply with any such restrictions or limitations, including any restrictions or limitations relating to supply of Licensed Data or Licensed Data Products to any Licensee's Consultants or third parties. In this event the Supplier party may, at its discretion do all or any of the following:
 - 9.12.1 Modify the Licensed Data to conform to limitations or restrictions of disclosure or other limitations imposed.
 - 9.12.2 Withhold any parts of the Licensed Data that are in breach of legislation or expose the Supplier party to any sanctions.
- 9.13 In the event of any delay in the supply of Licensed Data by a Supplier Party caused by factors beyond the reasonable control of the Supplier:
 - 9.13.1 The Supplier will notify the other party as soon as reasonably possible.
 - 9.13.2 The Supplier must use its best endeavours to rectify the cause of the delay as soon as reasonably possible.
 - 9.13.3 The delay in supply is not a breach of any obligation under this Agreement.
- 9.14 Special Conditions to this agreement (if any) are contained in Schedule A.



Execution

Licensor:

Signed for and on behalf of **THE STATE OF QUEENSLAND**)
)
 by _____)
 a Delegated Officer of the (print name))
 DEPARTMENT OF ENVIRONMENT AND)
 RESOURCE MANAGEMENT) (signature)
 (ABN 46 640 294 485))
)
 this _____ day of _____ 201__)
 in the presence of:)
 _____)
 Witness (print name) (signature)

Licensee: (use one signing block only)
[Government]

Signed for and on behalf of)
 _____)
)
 (ABN _____)
)
 by _____)
 a Delegated Officer (print name))
) (signature)
 this _____ day of _____ 201__)
 in the presence of:)
 _____)
 Witness (print name) (signature)

(OR) [Company]

Signed for and on behalf of)
 _____)
)
 ACN _____)
 in accordance with s127 of the *Corporations Act 2001*)
)
 this _____ day of _____ 201__)
)
 _____) (signature)
 Name – Sole Director/Director (print name))
)
 _____) (signature)
 Name – Director/Secretary (print name))

- Notes for companies signing agreements:
- Seal is not required – but may be used.
 - Sole director companies simply insert name and sign as **sole director** (striking out director).
 - Other companies sign by **two directors** or by a **director and secretary**, striking out the inapplicable title.
 - A witness is not required.

(OR) [Incorporated Association] (under the *Associations Incorporation Act 1981 (Qld)*)

Signed for and on behalf of)
 _____)
)
 Incorporation Number (IN): _____) (seal if required)
 this _____ day of _____ 201__)
)
 _____) (signature)
 Name – Secretary (print name))
)
 _____) (signature)
 Name – President/Treasurer (print name))
 in the presence of)
)
 Witness : _____)
 (print name) (signature)

- Notes for incorporated associations signing deeds/agreements:
- Seal is not required – but may be used.
 - **President/Treasurer** - simply insert signatory's name and sign as position (striking out the other position). Other signature by President/Secretary is not required.

Schedule A – Licence Number, Parties & Licensing Issues

1. Licence Number

Licence Agreement Number: SHR:20XX/XXXXX

2. Parties

DERM

Name: State of Queensland (Department of Environment and Resource Management)
ABN: 46 640 294 485
Address (for service of notices): XXXX
Fax (for service of notices): XXXX
Email Address (for service of notices): XXXX
Contact Name: XXXX
Phone Number: XXXX
Website: www.derm.qld.gov.au

Sharer Party

Name: XXXX
ABN: XXXX
ACN (if applicable): XXXX
Incorporation Number (if applicable): XXXX
Address (for service of notices): XXXX
Fax (for service of notices): XXXX
Email Address (for service of notices): XXXX
Contact Name: XXXX
Phone Number: XXXX
Website: www.xxxx.xxx

3. Dates / Termination & Renewal

Commencement Date: XX/XX/XXXX
Expiry Date: XX/XX/XXXX [Default: Nil] [Regional Bodies: 30 June 2012]
Termination Notice Period: XXXX [Default 6 months]

4. Special Conditions

[Default: Nil]

Special variation for recognised regional bodies only (recognised regional National Resource Management (NRM) Body under NAPSWQ and/or NHT Extension).

1. Notwithstanding the provisions of this Agreement, the Sharer Party is permitted to distribute Licensed Data supplied by DERM to another organisation (e.g. Landcare group) for the purposes of developing a regional natural resource management plan and associated program implementation for the National Action Plan for Salinity and Water Quality (NAPSWQ) and the Natural Heritage Trust Extension (NHT2) Landcare, Bushcare, Rivercare and Coastcare Programs. The following conditions apply:

- The Licensed Data must be distributed at no charge.
- A licence must be used to distribute the data with similar terms and not inconsistent with the Consultant Notice Text in Schedule B.
- The Sharer Party must on request by DERM provide details of to whom the data has been distributed.
- The Licensed Data must display the relevant notice from Schedule B.
- The licence used to distribute the data must prohibit further distribution.

Upon the termination or expiry of this Agreement, DERM's Licensed Data may no longer be used or further distributed under this special condition. A copy of the Licensed Data may be kept for project archival purposes.

2. Notwithstanding the provisions of this Agreement, DERM is permitted to distribute all Licensed Data supplied by the Sharer Party to other Queensland State Government Departments, Commonwealth Departments or other parties in accordance with the funding arrangements of regional natural resource management bodies. The following conditions apply:

- A licence must be used to distribute the data.
- DERM must on request by the Sharer Party provide details of to whom the data has been distributed.
- The Licensed Data must display the relevant notice from Schedule B.

Upon termination or expiry of this Agreement, all data supplied by the Sharer Party under this special condition may continue to be used and distributed by DERM, other Queensland State Government Departments, Commonwealth Departments or other parties.

3. The content of the data schedules (schedules C & D) must be renegotiated at least annually to itemise the new datasets created and proposed as part of the funding arrangements of regional natural resource management bodies.

Schedule B – Notices

1. Licensed Data Notices (where data provided by DERM)

All reproductions of Licensed Data provided by DERM, however altered, reformatted or redisplayed, must bear the following notice:

© The State of Queensland (Department of Environment and Resource Management) [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.

2. Licensed Data Notices (where data provided by Sharer Party)

All reproductions of Licensed Data provided by the Sharer Party, however altered, reformatted or redisplayed, must bear the following notice:

XXXX [sharer party copyright notice]

3. Licensed Data Product Notices (for Sharer Party)

All Licensed Data Products based on Licensed Data provided by DERM must bear the following notice:

© xxx [sharer party name] [year]. In consideration of xxx [sharer party name] permitting use of this data you acknowledge and agree that xxx [sharer party name] gives no warranty in relation to the data (including accuracy, reliability, completeness, currency or suitability) and accept 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. External contributors to data listed at [\[www.xxx.xxx\]](#).

4. Licensed Data Product Notices (for DERM)

All Licensed Data Products based on Licensed Data provided by the Sharer Party must bear the following notice:

© The State of Queensland (Department of Environment and Resource Management) [year]. In consideration of the State and 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 accept 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. External contributors to data listed at www.derm.qld.gov.au/services_resources/category.php?class_id=8.

5. Consultant Notice Texts

For use by Sharer Party:

(DERM also has a sample Licence (Licensed Data Terms for Consultants Oct 2006 v2.3) available upon request)

Licensed Data Permitted Use Terms (Consultants)

1. Definitions

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 (including a corporation or organisation) and includes, but is not limited to, telemarketing, bulk email messaging (spam), postal canvassing and list brokering.

Licensed Data means data that is owned by or licensed to the State of Queensland (Department of Environment and Resource Management) and has been licensed to XXXX [Sharer Party Name], the Licensor, under an agreement.

Privacy Laws means any legislation enacted by Federal or State agencies in relation to privacy and includes the Privacy Act 1988 (Cth).

2. Licence

- The State of Queensland (Department of Environment and Resource Management) is the owner of the intellectual property rights including copyright in and to the Licensed Data or has the right to make it available under licence arrangements, and has done so in a licence arrangement with the Licensor.

External contributors to Licensed Data are listed on the website www.derm.qld.gov.au/products. The Licensor has the right to make the Licensed Data available to its consultants on certain terms and conditions. You have no rights of ownership or intellectual property in the Licensed Data.

- The Licensor grants you, the Consultant, a non-exclusive, non-transferable licence to use the Licensed Data subject to the conditions set out in this Agreement.

3. Permitted and prohibited uses and your obligations

- You may use the Licensed Data for the purposes of the specific consultancy project for which the Licensed Data is provided by the Licensor. You must not use the Licensed Data for any other purpose whatsoever.

- You must not use the Licensed Data with the intention of encroaching upon the privacy of an individual or for Direct Marketing and you must comply with the Privacy Laws.

- You must not distribute any Licensed Data to any third party with the exception of subcontractors, provided that your subcontractors sign a written agreement with you that includes the terms in this agreement.

- Upon expiration or earlier termination of the consultancy agreement between you and the Licensor, you must return or destroy any copies of the Licensed Data in your possession.

- You must include this notice on any copies of the Licensed Data however altered, reformatted or redisplayed:

© The State of Queensland (Department of Environment and Resource Management) [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. Disclaimer and Indemnity

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For use by DERM:

Licensed Data Permitted Use Terms (Consultants)

1. Definitions

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 (including a corporation or organisation) and includes, but is not limited to, telemarketing, bulk email messaging (spam), postal canvassing and list brokering.

Licensed Data means data that is owned by or licensed to XXXX [Sharer Party Name] and has been licensed to the State of Queensland (Department of Environment and Resource Management), the Licensor, under an agreement.

Privacy Laws means any legislation enacted by Federal or State agencies in relation to privacy and includes the Privacy Act 1988 (Cth).

2. Licence

- XXXX [Sharer Party Name] is the owner of the intellectual property rights including copyright in and to the Licensed Data or has the right to make it available under licence arrangements, and has done so in a licence arrangement with the Licensor. External contributors to Licensed Data are listed on the website XXXX [Sharer Party website]. The Licensor has the right to make the Licensed Data available to its consultants on certain terms and conditions. You have no rights of ownership or intellectual property in the Licensed Data.

- The Licensor grants you, the Consultant, a non-exclusive, non-transferable licence to use the Licensed Data subject to the conditions set out in this Agreement.

3. Permitted and prohibited uses and your obligations

- You may use the Licensed Data for the purposes of the specific consultancy project for which the Licensed Data is provided by the Licensor. You must not use the Licensed Data for any other purpose whatsoever.

- You must not use the Licensed Data with the intention of encroaching upon the privacy of an individual or for Direct Marketing and you must comply with the Privacy Laws.

- You must not distribute any Licensed Data to any third party with the exception of subcontractors, provided that your subcontractors sign a written agreement with you that includes the terms in this agreement.

- Upon expiration or earlier termination of the consultancy agreement between you and the Licensor, you must return or destroy any copies of the Licensed Data in your possession.

- You must include this notice on any copies of the Licensed Data however altered, reformatted or redisplayed:

XXXX [Sharer Party copyright notice]

4. Disclaimer and Indemnity

- You agree to accept all responsibility and risks associated with the use of the Licensed Data.

- The Licensor and XXXX [Sharer Party Name] make no representations or warranties in relation to the Licensed Data, and, you agree that, 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.

- You agree to continually indemnify the Licensor and XXXX [Sharer Party Name] (and officers and employees) against any loss, cost, expense, damage and liability of any kind (including consequential damage and liability in negligence) arising directly or indirectly from or related to any claim relating to your use of the Licensed Data or any product made from the Licensed Data.

Schedule C – DERM Licensed Data and Specifications

1. Licence Number

Licence Agreement Number:

SHR:20XX/XXXX

2. Licensed Data – DERM

Dataset	Coverage	Supply details	Update Frequency	Do special restrictions apply	Data Format	Dataset Contact

3. Specific Restrictions - Licensed Data

XXXX

4. Specifications - Licensed Data

XXXX

5. Value (GST inclusive)

[ideally the same as in Schedule D]

\$ XX,XXX

6. Signatures for Schedule C [for changes to Schedule C subsequent to initial execution of Agreement]

DERM

Signature: _____

Signatory Name: _____

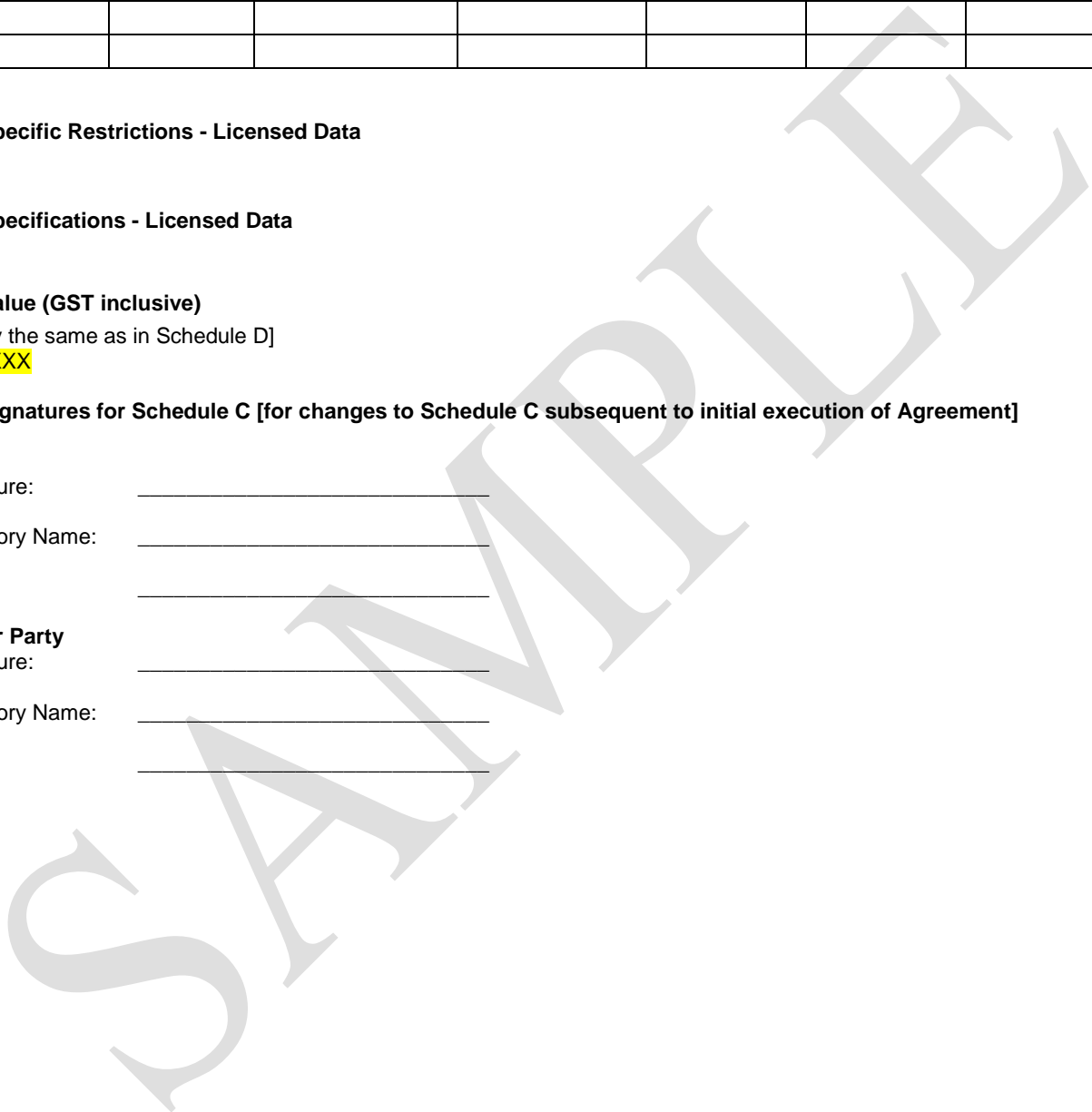
Date: _____

Sharer Party

Signature: _____

Signatory Name: _____

Date: _____



Schedule D – Sharer Party Licensed Data and Specifications

1. Licence Number

Licence Agreement Number:

SHR:20XX/XXXX

2. Licensed Data – Sharer Party

Dataset	Coverage	Supply details	Update Frequency	Do special restrictions apply	Data Format	Dataset Contact

3. Specific Restrictions - Licensed Data

XXXX

4. Specifications – Licensed Data

XXXX

5. Value (GST inclusive)

[ideally the same as in Schedule C]

\$ XX,XXX

6. Signatures for Schedule D [for changes to Schedule D subsequent to initial execution of Agreement]

DERM

Signature: _____

Signatory Name: _____

Date: _____

Sharer Party

Signature: _____

Signatory Name: _____

Date: _____

