

# DATA LICENSING AGREEMENT



<b>Data Owner:</b> [insert name of data owner]	<b>Recipient:</b> Commonwealth Scientific and Industrial Research Organisation ('CSIRO')	<b>CSIRO Contract Manager</b>
<b>ABN:</b> 71 103 943 755	<b>ABN:</b> 41 687 119 230	<b>ABN:</b> 12 377 614 012

<b>Name:</b> [insert Client contact name]		<b>Name:</b> [insert Contract Manager name]	
<b>Address:</b> [insert]		<b>Address:</b>	
<b>Tel:</b> [insert]	<b>Tel:</b>	<b>Tel:</b>	
<b>Fax:</b> [insert]	<b>Fax:</b>	<b>Fax:</b>	
<b>Email:</b> [insert]	<b>Email:</b>	<b>Email:</b>	

## Background

- A. [Insert Data Owner name] is the owner of the Data.
- B. CSIRO has requested access to the Data and the Data Owner has agreed to provide access to the Data on the terms set out in this Agreement.

## Details

<b>Data</b>	All data relating to XXXXX including (but not limited to):  <i>Insert a description of the data that is being licensed under this Agreement. The description should be detailed enough that individuals a few years down the track will know exactly what has been licensed. This licence is not to be used to licence software, models or algorithms.</i>
<b>Fee</b>	<ul style="list-style-type: none"> <li>• Funds awarded for data mobilisation grant</li> </ul>
<b>Term</b>	In perpetuity
<b>Permitted Use</b>	CSIRO will publish the data through the Atlas of Living Australia under a Creative Commons licence making it available internationally through the Global Biodiversity Information Facility.
<b>Protocols</b>	Data will be provided to the Atlas of Living Australia in a Darwin Core Archive file format. <i>[Insert 'Not Applicable' if no additional protocols are to be specified]</i>

This proposal to enter into an Agreement (which will consist of this cover page, the terms overleaf and any attachments) is valid for 60 days from the date shown at the top of this cover page. To accept this proposal, please have your authorised representative sign below and return all of the pages of the Agreement to [insert Contract Manager contact details]

Signed for and on behalf of [insert name of data owner]:  ..... (Signature)  ..... (Name and title)  ..... (Witness signature)  ..... (Witness name)  ..... (Date)	Signed for and on behalf of the <b>Commonwealth Scientific and Industrial Research Organisation</b> :  ..... (Signature)  ..... (Name and title)  ..... (Witness signature)  ..... (Witness name)  ..... (Date)
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## TERMS FOR DATA LICENCE

### 1 LICENCE

- 1.1 The Data Owner will:
- (a) provide the Data to CSIRO;
  - (b) grant CSIRO a non-exclusive, royalty free, worldwide licence (including the right to sub-licence) for the Term to use the Data for the Permitted Use; and
  - (c) grant CSIRO a permanent, irrevocable, royalty-free, non-exclusive, worldwide licence (including the right to sub-licence) to use the Improvements for the Permitted Use in perpetuity.
- 1.2 CSIRO must:
- (a) not use the Data for any purpose other than the Permitted Use;
  - (b) not attempt to obtain patent coverage on or assert any other intellectual property rights over the Data; and
  - (c) provide the Data Owner with written notification of any errors found in the Data.
- 1.3 This Agreement commences on the Execution Date and continues for the Term.

### 2 ACKNOWLEDGEMENT

- 2.1 CSIRO acknowledges that:
- (a) the Data and Improvements (including all intellectual property in the Data and Improvements) is and will always remain the property of the Data Owner;
  - (b) the Data and Improvements may have inherent defects or deficiencies;
  - (c) this Agreement does not transfer any interest in the Data or Improvements to CSIRO;
  - (d) any use of the Data and Improvements is solely at the each of CSIRO's own risk; and
  - (e) it has not relied on any representations or warranties about the Data except as expressly provided in this Agreement.

### 3 LIMITATION ON WARRANTIES AND LIABILITY

- 3.1 The parties warrant that this Agreement has been signed by an officer who has authority to sign this Agreement on behalf of each party.
- 3.2 The Data Owner warrants that the Data does not infringe the intellectual property rights or any other right of any person.
- 3.3 Each party excludes all terms, conditions and warranties implied by custom, the general law or statute into this Agreement except for any implied warranty, the exclusion of which would contravene any statute or which would cause this clause to be void or unenforceable.
- 3.4 To the full extent permitted by law a party will not be liable for any special, indirect or consequential

damages, loss of anticipated profits or loss of revenue, arising from this Agreement however caused whether in tort (including negligence), contract, statute, equity or otherwise.

- 3.5 Each party's liability under this Agreement is reduced to the extent that any damages, liability, loss or costs arising from, or is attributable to, any negligent or unlawful act or omission of the other party or its personnel or advisers.

- 3.6 The rights, duties, obligations and liabilities of the parties under this Agreement shall in every case be several and not joint nor joint and several.

### 4 TERMINATION

A party may terminate this Agreement by giving written notice to the other party if there is a breach of the Agreement by that other party and that breach is not remedied within 30 days after the written notice is received.

### 5 PRIVACY

- 5.1 The Data Owner will notify the each of CSIRO of any Data that comprises Personal Information (as defined in section 6 of the Privacy Act 1988 (Cth)).
- 5.2 Following notification under clause 5.1, the Recipient will maintain the privacy of Personal Information provided to it as part of the Data according to the requirements of the Privacy Act 1988 (Cth).

### 6 GENERAL

- 6.1 Dispute Resolution

If there is a dispute between the Data Owner and any of CSIRO that cannot be resolved then the matter must be referred to the Australian Commercial Disputes Centre for arbitration in accordance with the Centre's Guidelines on Arbitration. The decision of the arbitrator (including any award as to costs) will be final and binding.

- 6.2 Variation & Assignment

This Agreement may only be varied or assigned if the parties agree in writing.

- 6.3 Entire agreement

The Details and these Terms constitute the entire agreement between the parties and supersede all earlier agreements, representations and negotiations about their subject matter.

- 6.4 Governing Law

This Agreement is governed by the law applicable to the State of Victoria.

## 7 INTERPRETATION

In this Agreement:

- (a) capitalised terms not defined in this clause have the meaning given to them in the Details;
- (b) "Agreement" means this Data Licence Agreement which consists of the Details and the Terms;
- (c) "Details" means the table titled "Details" at the start of this Agreement;
- (a) "Execution Date" means the day on which the last party to this Agreement signs;
- (b) "Improvements" means any improvements, variations, modifications, adaptations to the Data developed during the course of and as a result of the Recipient's use of the Data under this Agreement; and
- (c) "Terms" means these terms excluding the Details.

Clauses 2, 3, and 5 survive termination or expiry of this Agreement.