



End User Licence

between

_____ (The Licensor)

and

_____ (The End User)

Agreement No: _____

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Intended Use

This Licence Template is intended for use by an organisation to issue an End User Licence for a dataset, which allows internal use and value-adding and establishes an ongoing update arrangement

Crown Law Statement

The Crown Law Office, in the Queensland Department of Justice and Attorney General, has directly participated with QSIIS in settling the terms and conditions contained in this QSIIS licence template agreement, which is one of a series of QSIIS template agreements.

Crown Law considers this template licence agreement, in its present form, is appropriate for use by Queensland Government agencies, including Queensland Government departments, in the circumstances in which the document is stated to be intended to be used. Nevertheless Public Sector Agencies should seek legal advice as necessary.

In all the circumstances this agreement strikes a realistic balance between the rights and obligations of the parties especially having regard to the various sources from which the relevant data is provided and the various processes needed to produce or present the data.

This statement by Crown Law is not to be taken as legal advice provided to the general public or to the private sector. Members of the general public or private sector firms intending to use this template licence agreement should first obtain advice from their own legal advisers.

Crown Law Office contact for public sector agencies: Information Technology, Intellectual Property and Contracting Team (ITIP & C): Telephone (07) 3247 5733 and (07) 3239 6338; Facsimile (07) 3239 6386.

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THIS AGREEMENT dated this _____ day of _____ 2001

BETWEEN: Name: _____ of
 Address: _____
 _____ (“the
 Licensor”)
 ABN: _____ (if applicable)

AND: Name: _____ of
 Address: _____
 _____ (“the
 End User”)
 ABN: _____ (if applicable)

Recitals

- A The Licensor has the rights, or has been granted the rights, to issue this licence for the Licensed Data.**
- B The End User desires to obtain a licence from the Licensor to use the Licensed Data.**
- C The Licensor is prepared to grant a non-exclusive, non-transferable licence to the End User, to use the Licensed Data for the purposes specified in this Agreement but subject to the terms and conditions set out below.**

IT IS AGREED:

1 INTERPRETATION

1.1 In this Agreement, unless the contrary intention appears or the context requires:

- (1) **Agreement** includes all Schedules.
- (2) **Commencement Date** means the date of this Agreement shown at the top of this page.
- (3) **Consultant** means any consultant, contractor or business partner of the End User engaged by the End User.
- (4) **End User** means any corporation, organisation or person who receives or accesses for payment or otherwise Licensed Data or Licensed Data Products for its own use and not for resale.
- (5) **Hardcopy Product** means any paper based Licensed Data Product.
- (6) **Intellectual Property Rights** means all copyright, patent application rights, patent rights, design rights, database rights, trade mark rights (whether registered or unregistered), trade secrets and confidential information, all know-how, and all other rights of intellectual property.

- (7) **Licence** means the non-exclusive, non-transferable licence granted by the Licensor to the End User pursuant to this Agreement.
- (8) **Licensed Data** means the data that is identified in Schedule A at the date of delivery, and includes any revision, updates or reissue provided by the Licensor during the term of this Agreement. It includes the data that has been reformatted or converted onto different media or translated into another format.
- (9) **Licensed Data Product** means any value added product derived from or based on the Licensed Data or any other Licensed Data Product.
- 1.2 A reference to the singular shall include the plural and vice versa, each reference to the male gender refers to all other genders, and each reference to a person shall include reference to a body corporate or where applicable an unincorporated association.
- 1.3 Any monetary terms in this Agreement shall be in Australian currency.
- 1.4 A reference to a clause, schedule or attachment is a reference to a clause, schedule or attachment to this Agreement.
- 1.5 A reference in this Agreement to a Schedule shall be read as including a reference to that Schedule as amended or substituted from time to time by written agreement between the parties.
- 1.6 Headings used in this Agreement are for convenience and ease of reference only, are not part of this Agreement and shall not be relevant to or affect the meaning or interpretation of this Agreement or any part of this Agreement.
- 1.7 Reference to statutes, regulations, ordinances or by-laws shall be deemed to extend to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing the same.

2 PREVIOUS LICENCE

- 2.1 This Agreement supersedes and terminates all previous agreements between the parties concerning the use by the End User of the Licensed Data.

3 LICENCE

- 3.1 Subject to the End User paying the fees specified in Schedule B and the execution of this Agreement, the Licensor grants the Licence to the End User, to use the Licensed Data for the purposes set out in this Agreement.
- 3.2 Unless this Licence is terminated under clause 17, the End User is permitted to retain the Licensed Data in its possession at the expiration of the term of this Agreement.

4 TERM OF LICENCE

- 4.1 The licence granted under this Agreement shall take effect on and from the Commencement Date and shall continue for three (3) years, subject to any earlier termination.

5 CONTINUATION OF LICENCE

- 5.1 The End User (except for those End Users of one-off supply) may apply to the Licensor to continue the Licence at the completion of the term in clause 4.1 above, for a further term of three (3) years.
- 5.2 An application to continue the Licence is to be made not earlier than six (6) months and not later than three (3) months prior to the end of the current licence term.
- 5.3 The Licensor may approve an application referred to in clause 5.2 if the End User:

- (1) has made full and prompt payments of all fees due;
- (2) has not been in breach of the Agreement or if a breach has occurred has remedied the breach in accordance with the Agreement;
- (3) has applied to renew in accordance with clause 5.2; and,
- (4) agrees to be bound by any amendments or additions to the terms and conditions of this Agreement as the Licensor may request at the time of the application.

5.4 Following approval of the application for continuation the new Agreement shall:

- (1) commence immediately upon the expiration of this Agreement; and,
- (2) be subject to the fees which will be determined by the Licensor and applied at that time.

6 FEES

6.1 The End User shall pay to the Licensor the relevant fees specified in Schedule B.

7 STATUS OF END USER

7.1 The End User shall not:

- (1) represent itself or allow itself to be represented as a partner, employee or agent of the Licensor; nor,
- (2) by virtue of this Agreement be or become a partner, employee or agent of the Licensor.

7.2 The End User acknowledges that it does not have the power or authority, directly or indirectly or through its servants or agents, to bind the Licensor to any agreement with a customer or other third party or otherwise to contract, negotiate or enter into a binding relationship for or on behalf of the Licensor, or make any representation on behalf of the Licensor.

8 DELIVERY

8.1 The Licensed Data will be made available to the End User as soon as is practical after receipt of payment of the necessary fees and execution of this Agreement.

9 OWNERSHIP

9.1 This Agreement does not confer on the End User any rights of ownership in the Licensed Data and all Intellectual Property Rights including copyright in the Licensed Data (and all copies of the Licensed Data) are unaffected by this Agreement regardless of whether the Licensed Data has been reformatted or converted onto different media.

10 PERMITTED USE

10.1 Copying of Licensed Data

The End User shall be permitted to make only copies of the Licensed Data for the purpose of this Agreement and for purposes of data security and recovery.

10.2 Value-adding of Licensed Data

The End User shall be permitted to combine the Licensed Data with other data owned by or licensed to the End User to create Licensed Data Products for internal use and not for resale, provided that nothing will derogate from the ownership of the Licensed Data.

10.3 Privacy

The End User shall not use Licensed Data or Licensed Data Products with the intention of encroaching upon the privacy of an individual or company or other organization.

10.4 Restrictions on Distribution

The End User may not reproduce, repackage or on-supply Licensed Data or Licensed Data Products in any manner whatsoever other than Hardcopy Products distributed at no charge and not in association with any other paid service or product.

10.5 Use of Consultants

(1) The End User shall be permitted to provide Licensed Data or Licensed Data Products to Consultants engaged by the End User for a specific project requiring use of the Licensed Data or Licensed Data Products where the Consultants receive no benefit from use of the Licensed Data or Licensed Data Products save the fee paid by the End User provided that the Consultant has entered into a written licence agreement with the End User which incorporates the Standard Terms set out in Schedule E.

10.6 Copyright Notice and Disclaimer

- (1) The End User agrees that all copies of the Licensed Data made pursuant to clause 10 shall display the Licensor's copyright notice in the form specified in paragraph 1.1(a) of Schedule D, or a form as directed in writing by the Licensor.
- (2) The End User must ensure that all Licensed Data and Licensed Data Products produced by the End User shall display a disclaimer as specified in paragraph 2 of Schedule D.

10.7 Strict Enforcement

Failure of the End User to strictly enforce the terms and conditions specified in clause 10 is deemed to be a breach of an essential term of this Agreement and the Licensor shall be at liberty to terminate this Agreement pursuant to clause 17.1(1) of this Agreement.

11 CONFIDENTIALITY

11.1 The End User agrees that the Licensed Data is the valuable commercial information of the Licensor.

11.2 The End User agrees to provide access to the Licensed Data to only such of its employees, servants and Consultants who need such access for the purpose of the End User exercising its rights under this Agreement.

11.3 The End User shall take all reasonable steps to maintain and safeguard the security of the Licensed Data. The End User shall further ensure that its employees, servants and Consultants maintain the security of the Licensed Data and use this Data solely for the purposes permitted under this Agreement.

12 WARRANTY

12.1 The Licensor warrants that it has the full right, power and authority to grant to the End User all rights, which are conferred upon the End User under this Agreement.

12.2 Except to the extent that statutory warranties may not be excluded and subject to the warranties contained in the provisions of this clause, all warranties express or implied as to quality, suitability, and fitness for purpose or otherwise are excluded.

13 LIMITATION OF LIABILITY

- 13.1 The Licensor does not warrant that the Licensed Data is error free, accurate, reliable, complete or suitable for any particular purpose and disclaims all responsibility and all liability (including without limitation, liability in negligence) for all expenses, losses, damages (including indirect or consequential damage) and costs which the End User might incur as a result of the Licensed Data being inaccurate or incomplete in any way and for any reason.
- 13.2 Except as expressly provided to the contrary in this Agreement, the Licensor shall not be under any liability to the End User and the End User hereby releases and discharges the Licensor from any claim, action or proceedings in respect of any loss or damage (including consequential loss or damage) however caused, which may be suffered or incurred or which may arise directly or indirectly in respect of:
- (1) the supply of the Licensed Data pursuant to this Agreement or the failure or omission on the part of the Licensor to comply with its obligations under this Agreement; and/or
 - (2) any data supplied by the End User as part of a Licensed Data Product.
- 13.3 Except as expressly provided to the contrary in this Agreement, all warranties, whether express, implied, statutory or otherwise, relating in any way to the subject matter of this Agreement or to this Agreement generally, are excluded. Where any Act of Parliament implies in this Agreement any term, and that Act avoids or prohibits provisions in a contract excluding or modifying the application of or exercise of or liability under such term, such term shall be deemed to be included in this Agreement. However, the liability of the Licensor for any breach of such term shall, if permitted by that Act be limited, at the option of the Licensor, to the replacement of the Licensed Data.
- 13.4 The End User warrants that it has not relied on any representation made by the Licensor, which has not been stated expressly in this Agreement, nor has it relied upon any descriptions or illustrations or specifications contained in any document including any catalogues or publicity material produced by the Licensor and not expressly referenced in Schedule A.
- 13.5 In respect of the release and discharge referred to in clause 13.2, it is agreed by the End User that the Licensor may plead such release or discharge as a bar to any claim, action or proceeding brought by the End User against the Licensor in respect of any matters referred to in clause 13.2.

14 INDEMNITY

- 14.1 The End User shall indemnify the Licensor, and shall keep the Licensor indemnified against any loss, costs, expenses, damages and liability of any kind which the Licensor may sustain or incur:
- (1) arising directly or indirectly from any claim relating to any Licensed Data or Licensed Data Products made or permitted to be made by the End User, or relating to any derivative data produced by or on behalf of the End User which incorporates the Licensed Data; or
 - (2) which the Licensor would not have suffered or incurred but for the End User's breach of this Agreement, negligence, or other wrongful act or omission.
- 14.2 Without limiting the foregoing, the End User shall indemnify the Licensor against any loss, costs, expenses, damages and liability which the Licensor may sustain or incur as a result of any person's reliance on the Licensed Data whether or not any such reliance is notified to the Licensor by the End User.

15 OBLIGATIONS OF THE END USER

- 15.1 The End User shall remit to the Licensor all fees payable to the Licensor, in accordance with the provisions of Schedule B.
- 15.2 The End User shall notify the Licensor immediately if the End User becomes aware of any unauthorised use of the whole or part of any Licensed Data or Licensed Data Product.
- 15.3 The End User shall use its best efforts to promote the Licensed Data, products and services generated from the Licensed Data, and the good name of the Licensor.
- 15.4 The End User shall use its best efforts to promptly bring to the attention of the Licensor any unethical or dishonest dealings in relation to the marketing or support of Licensed Data or Licensed Data Products which the End User may discover and considers would be relevant to the use and distribution of the Licensed Data.
- 15.5 The End User shall give the Licensor such assistance and co-operation as it reasonably requires in connection with the operation of this Agreement.
- 15.6 The End User shall ensure that it does not corrupt or introduce any errors into, the Licensed Data.

16 PROPER RECORDS AND RIGHT TO INSPECT

- 16.1 In the event of termination of this Agreement pursuant to clause 17.1, the Licensor has a right upon the giving of one (1) days written notice to the End User, to inspection and copy at its expense of all records held by the End User in respect of this Agreement.

17 TERMINATION

- 17.1 Without limiting the generality of any other clause in this Agreement, the Licensor may terminate this Agreement immediately by notice in writing if:
 - (1) the End User fails to perform any of its obligations or responsibilities under this Agreement;
 - (2) default is made by the End User in payment of the Annual Access Fee and such default is not remedied within thirty (30) days after written notice specifying such default and requiring the End User to remedy the same has been given by the Licensor to the End User;
 - (3) an order is made or a resolution is passed for the winding up or the dissolution without winding up of the End User;
 - (4) the End User suspends payment of its debts or is unable to pay its debts within the meaning in the Corporations Law;
 - (5) a receiver is appointed to the End User;
 - (6) the End User becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration;
 - (7) the End User is placed under official management or a controller is appointed to investigate the affairs of the End User;
 - (8) the End User, being a partnership, dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving;
 - (9) the End User, being a natural person, dies; or
 - (10) the End User ceases or threatens to cease conducting its business in the normal manner.

17.2 Either party giving the other party six (6) months written notice of termination may terminate this Agreement.

17.3 Upon termination of this Agreement for any reason whatsoever:

- (1) All rights granted by the Licensor to the End User shall cease immediately, the Licensed Data shall be returned to the Licensor forthwith and all copies shall be erased from all forms of storage by the End User and the End User shall provide a written certificate to the Licensor specifying either that the Licensed Data has been destroyed, returned or otherwise, as directed by the Licensor within seven (7) days of termination.
- (2) The parties agree that termination of this Agreement by the Licensor shall not derogate from or prejudice any other rights of the Licensor against the End User in respect of anything done or omitted to be done by the End User under this Agreement.
- (3) The parties agree that upon termination of this Agreement by either party, all moneys paid will be forfeited and moneys owing will be paid within one (1) month of such termination.

18 WAIVER

18.1 None of the conditions of this Agreement shall be waived or deemed to be waived, except by notice in writing signed by the party waiving the right.

19 VARIATION

19.1 No agreement or understanding that varies or amends this Agreement shall bind either party unless and until agreed to in writing by both parties.

20 APPLICABLE LAW

20.1 The parties hereby agree that this Agreement shall be governed by and construed in accordance with the law of the State of Queensland and the parties submit to the jurisdiction of the courts of that State.

21 ENTIRE AGREEMENT

21.1 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.

22 ASSIGNMENT

22.1 Subject to the terms and conditions of this Agreement, neither this Agreement nor any rights granted hereunder may be assigned or sub-licensed in any manner whatsoever by the End User.

23 FUTURE LEGISLATION

23.1 The parties acknowledge that future legislation, including but not limited to privacy legislation, may cause limitations or restrictions to be placed upon the Licensor's ability to deliver some of the components of the Licensed Data.

23.2 The Agreement will not be terminated if the legislation places limitations or restrictions upon the Licensor's ability to deliver components of the Licensed Data to the End User. The Agreement shall continue so far as it is not in breach of the legislation or exposes either party to a penalty or other legislative sanction.

23.3 In this event the Licensor may at its discretion:

- (1) modify the Licensed Data to conform to limitations or restrictions of disclosure or other limitations imposed by this legislation;
- (2) continue to supply the Licensed Data provided that such provision does not breach the legislation and expose either party to a penalty or other legislative sanction; and
- (3) withhold any component/s that are in breach of the legislation or expose the Licensor to any sanctions.

23.4 The End User agrees to comply with any future legislation and/or Government policy that imposes restrictions or limitations on the End User’s use of the Licensed Data, including any restrictions or limitations relating to supply of Licensed Data to any person.

24 SEVERABILITY

24.1 If any provision of this Agreement is held invalid, unenforceable or illegal for any reason, this Agreement shall remain otherwise in full force apart from such provisions that shall be deemed deleted.

25 TIME OF THE ESSENCE

25.1 Time shall be the essence of this Agreement.

26 CLAUSES TO SURVIVE TERMINATION

26.1 The following clauses will survive termination or expiration of this Agreement -

- (1) Clause 9 (Ownership); Clause 10, (Permitted Use);
- (2) Clause 11 (Confidentiality); Clause 12 (Warranty);
- (3) Clause 13 (Limitation of Liability); Clause 14 (Indemnity).

27 SERVICE OF NOTICES

27.1 Notices under this Agreement may be delivered by prepaid postage or certified mail, by hand, or by facsimile transmission as follows:

To the Licensor:

_____ (Position)
 _____ (Address)
 _____ (Address)
 _____ (Address)

Telephone: _____

Facsimile:

To the End User:

_____ (Position)
 _____ (Address)
 _____ (Address)

_____ (Address)

Telephone: _____

Facsimile:

27.2 Notices shall be deemed to be given:

- (1) five (5) days after deposit in the mail with postage prepaid;
- (2) when delivered by hand;
- (3) if sent by facsimile transmission, upon completion of transmission. The parties agree that where notice is given by facsimile the original document shall be sent on the same day as the transmission is sent.

The parties have executed this Agreement as follows:

LICENSOR:

SIGNED for and on behalf of)
The Licensor by)

_____)

Title (Print Title)

_____)
_____)

___/___/___)
Name (Print Name)

(Signature) (Date)

a Delegated Officer of the Licensor.

in the presence of:)
_____)

___/___/___)
Witness (Print Name)

(Signature) (Date)

END USER:

Executed for and on behalf of)
The End User)
by authority of the Directors)

_____)

Title (Print Title)

_____)
_____)

___/___/___)
Name (Print Name)

(Signature) (Date)

in the presence of)
_____)

Witness

(Print Name)

(Signature)

SCHEDULE A – Defining the Licensed Data

1 Data Specifications

- 1.1 The Licensed Data consists of the data elements listed as follows:
<Describe the data clearly, completely and unambiguously, but do not duplicate information where this exists in product descriptions or in metadata.

e.g. “The XYZ Dataset as described in XYZ Product Description Issue #11 dated dd/mm/yyyy”

Where no such documentation exists then list the principal component data items>
- 1.2 The Licensor may alter the technical specifications (including components) of the Licensed Data during the course of this Agreement in accordance with its business operations and shall provide at least six (6) months notice in writing to the End User of each planned alteration.
- 1.3 The Licensed Data will be supplied as specified and in the format defined in these Data Specifications or such other format that the Supplier shall determine from time to time in accordance with clause 1.2 above.
- 1.4 The parties acknowledge that the End User has relied upon the representations (set out below) contained in the following documents produced by the Licensor prior to entering into this Agreement:

(List the documents containing the representations as well as the representations themselves upon which the End User has relied. If there are no such documents/representations insert “Nil”.)

- 1.5 Changes in technology or systems may result in future variations to the delivery media. Reasonable notice shall be provided to the End User in the event that these alterations may affect the End User’s use of the Licensed Data.

2 Updates or Reissues of the Licensed Data Product

- 2.1 The Licensor will not supply any updates or reissues to the Licensed Data where the Annual Access Fees are unpaid or in arrears.
- 2.2 Updates or reissues of the Licensed Data will be supplied in the same format as the initial supply of the Licensed Data unless otherwise advised in writing by the End User.
- 2.3 The Licensor shall supply updates or reissues at regular intervals commensurate with the level of Access Fee as described in Schedule B.
- 2.4 Data Ordering and Contact Officer Details

Licensed Data Ordering and Technical Issues
 <Insert officer name and contact details>

Licensing Issues
 <Insert officer name and contact details>

SCHEDULE B

ORDER FORM

<NAME OF DATA SET>

Date: _____

The Licensed Data provided under this Agreement will be supplied by the Delivery Media specified and in the Format defined in the Data Specifications in Schedule A of this Agreement or such other format that the Licensor shall determine from time to time.

TO:

(Licensor Business Unit Name):

Address of Licensor:

Licensor Contact Phone No: _____

Licensor Contact Fax No: _____

Licensor Contact E-mail: _____

REQUESTED BY:

(End User Business Unit Name):

Responsible Officer ordering the Data: Name: _____

Position: _____

Contact Phone No: _____

Address where Data to be supplied: _____

Email Address for supply of data:

Purchase Order number:

Please supply the Data listed below under the terms of the End User Licence Agreement
 <Agreement No: xxxxxxx>

To be completed by the End User:

Dataset	Currency	Format	Media

To be completed by the Licensor

Value exclusive of GST	\$
GST (where applicable)	\$
Price inclusive of GST	\$
Access Fee	\$
Format conversion fee	\$
TOTAL	\$

Licensor Contact Officer for Technical Issues

Title

Officer – <Name>

<Name of Licensor> Telephone – (07) xxxx xxxx

<Name of Business Unit> Facsimile – (07) xxxx xxxx

<Address 1> Email – <email address>
<Address 2> Q XXXX

SCHEDULE C – FEES PAYABLE

1 FEES FOR ONCE-OFF OR ONGOING USE OF DATA

1.1 The End User shall pay a Fee to the Licensor, in advance, for the once-off or ongoing use of the Licensed Data during the term of this Agreement subject to either paragraph 1.2 or 1.3 below.

Fee	Unit of Measure (e.g. per record/per item/per mb.....etc)	Value exclusive of GST	GST	Price inclusive of GST
Access Fee (Onetime/Annual/Quarterly/Monthly)				
Minimum Access Fee (Once off or Annual)				
Translation Fee (per update)				
Data Manipulation Fee (per update)				
Re-issue fee				
Other fee (specify)				

1.2 Where the Annual Access Fee calculated from the number of units of measure licensed is less than the Minimum Access Fee, the End User shall pay a Minimum Access Fee.

1.3 The End User shall pay the full Annual Access Fee for the first year of this Agreement upon the signing of this Agreement. In the second and subsequent years of this Agreement the Annual Access Fee shall become due and payable by 1 July of that year.

1.4 In the second year of this Agreement the Licensor shall calculate an Annual Access Fee on a pro-rata basis taking into consideration the Commencement Date of this Licence and this component of the year-one payment will be credited to the second year payment.

1.5 The Access Fee or Annual Access Fee shall be increased by the amount of the Goods and Services Tax (GST) imposed by the Commonwealth of Australia under the GST Legislation to determine the total amount payable.

1 Translation Fees

1.1 If the End User requires the Licensed Data to be supplied in any format other than that specified by the Licensor, the Licensor will translate the data into the required format for the fee specified in the Table in section 1.1 above. This fee will apply to each and every delivery of Licensed Data that is required to be translated into the End User's format.

2 Reissue Fees

1.1 Should the End User request a reissue of the Licensed Data, where loss or damage has occurred through no fault of the Licensor the cost to reissue the Licensed Data may be levied at the fee specified in the Table in section 1.1 above.

SCHEDULE D - COPYRIGHT IMPRINTS AND DISCLAIMER**1 Pursuant to Clause 10.6 of the Agreement the following imprints will appear on all copies of the Licensed Data and Licensed Data Products produced by the End User.**

1.1 The End User agrees that:

- (a) All reproductions of the Licensed Data, however altered, reformatted or redisplayed, shall bear the following notice:

© <insert name of original Licensor/Custodian > [year of publication]

1.2 Any alterations to the notices above shall be in a form approved in writing by the Licensor.

2 Appropriate Disclaimer to be displayed:

While every care is taken to ensure the accuracy of this data, the <insert name of original Licensor/Custodian > makes no representations or warranties about its accuracy, reliability, completeness or suitability for any particular purpose and disclaims all responsibility and all liability (including without limitation, liability in negligence) for all expenses, losses, damages (including indirect or consequential damage) and costs which you might incur as a result of the data being inaccurate or incomplete in any way and for any reason.

SCHEDULE E - STANDARD CONDITIONS FOR INCLUSION IN END USER'S AGREEMENT WITH CONSULTANTS**1 The End User acknowledges that:**

- 1.1 It will include these conditions in all licence agreements with the End User's Consultant;
- 1.2 Amendments or changes to the terms referred to below can be made by the End User to allow the conditions to be incorporated into the End User's agreement with the End User's Consultant provided that the meaning and effect of the conditions below are not altered in any way whatsoever; and
- 1.3 All terms referred to in these standard conditions have the same meaning and effect as the definitions set out at clause 1.1 of this Agreement.

RESTRICTIONS ON USE

The Consultant is not permitted to:

Use the Licensed Data or Licensed Data Products for any purposes whatsoever other than the specific project described in this Agreement which project is consistent with the uses of the Licensed Data or Licensed Data Product permitted under the Licence Agreement between the End User and the Licensor; or

Distribute any Licensed Data or Licensed Data Products supplied by the End User to the Consultant to any third party with the exception of subcontractors, provided that the Consultants' subcontractor(s) sign a written agreement with the Consultant which includes these standard conditions of Schedule E.

OWNERSHIP

This agreement does not confer on the Consultant any rights of ownership in the Licensed Data and all intellectual property rights including copyright in the Licensed Data are unaffected by this agreement. The (insert name of original Licensor/Custodian) retains ownership of all copies of the Licensed Data and of the Intellectual Property, whether in its original form or as reformatted or converted onto different media by the End User.

Upon the expiration or earlier termination of this agreement the Consultant shall deliver up any copy of the Licensed Data in its possession to the End User.

WARRANTY

The (insert name of original Licensor/Custodian) does not warrant that the Licensed Data is error free.

LIMITATION OF LIABILITY

The (insert name of original Licensor/Custodian) shall not be under any liability to the Consultant (and the Consultant hereby releases and discharges it from any claim, action or proceedings) in respect of any loss or damage (including consequential loss or damage) however caused, which may be suffered or incurred or which may arise directly or indirectly in respect of the use of the Licensed Data.

CONFIDENTIALITY

The Consultant agrees that the Licensed Data is valuable commercial information of (insert name of original Licensor/Custodian).

The Consultant agrees to disclose the Licensed Data or Licensed Data Products only to such of its employees and servants who need to know it for the purpose of the Consultant exercising its obligations under this agreement.

The Consultant shall take all reasonable steps to maintain and safeguard the confidentiality of the Licensed Data or Licensed Data Products and to ensure that its employees and servants maintain the confidentiality of the Licensed Data or Licensed Data Products and use the Licensed Data or Licensed Data Products solely for the purposes permitted under this Agreement.

INTELLECTUAL PROPERTY RIGHTS

The Consultant agrees that the Intellectual Property Rights (including copyright) in the Licensed Data at all times belongs to and remains the property of (insert name of original Licensor/Custodian).