



Memorandum of Understanding

between

_____ (The Licensor)

and

_____ (The Licensee)

Agreement No: _____

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Acknowledgement

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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.

THIS AGREEMENT dated this _____ day of _____ 2001

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

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

WHEREAS:

The Licensor is the custodian of the Licensed Data. The Licensee has requested and the Licensor is prepared to grant a non-exclusive, non-transferable licence to the Licensee to use the Licensed Data for the purposes specified in this MOU subject to the terms and conditions contained in this MOU.

IT IS AGREED:

1 INTERPRETATION

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

- (1) **Internal purposes** means for the sole use of the Licensee in the ordinary course of its business and not to be made available to third parties (including any corporation, institution, organisation or person in any manner associated with the Licensee) for any purpose whatsoever unless authorised by this Agreement, except for Hardcopy Products made available to third parties free of charge.
- (2) **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 data that has been reformatted or converted onto different media or translated into another format.
- (3) **Licensed Data Product** means any value added product derived from or based on the Licensed Data or any other Licensed Data Product.
- (4) **MOU** means this Memorandum of Understanding and includes Schedule A.
- (5) **Queensland Government Agency** means Queensland State Government Departments, commercial business groups within Queensland State Government Departments and Queensland State Government owned enterprises within Queensland State Government Departments. Queensland State Government Agencies specifically excludes Government Owned Corporations and Statutory Authorities.
- (6) **Licence** means the non-exclusive, non-transferable licence granted by the Licensor to the Licensee pursuant to this MOU.

(7) **Hardcopy Products** means any paper based Licensed Data Product.

2 REVOCATION OF PREVIOUS MOU

2.1 This MOU supersedes and terminates all previous MOU's and agreements oral or written between the parties concerning the use by the Licensee of the Licensed Data.

3 GRANT OF LICENCE

3.1 The Licensor grants the Licence to the Licensee, to use the Licensed Data for the purposes set out in this MOU.

4 TERM OF LICENCE

4.1 This MOU shall take effect on and from the date above and shall continue indefinitely unless terminated in accordance with this MOU.

5 ORDERING, PAYMENT AND SUPPLY OF LICENSED DATA

5.1 Whenever the Licensee requires any Licensed Data the Licensee shall place an order for the Licensed Data by completing the Order Form in Schedule A, including the agreed fees for the supply and forwarding it, accompanied by an approved Purchase Order made out to the Licensor to the value of the data requested. Upon receipt of the approved purchase order, the Licensed Data shall be supplied to the Licensee and an invoice issued by the Licensor in respect of the fees due.. The Licensee will pay the Licensor in accordance with the terms stated on the invoice issued by the Licensor.

6 OWNERSHIP

6.1 The State of Queensland is the owner of, or has the right to sub-license the Intellectual Property Rights of and related to the Licensed Data. The Licensee acknowledges that this MOU does not confer upon the Licensee any proprietary rights whatsoever in the Licensed Data.

7 PERMITTED USE

7.1 The Licensee shall use the Licensed Data or one or more of the components of the Licensed Data solely for Internal Purposes.

7.2 The Licensee shall be permitted to:-

- (1) combine and/or incorporate the Licensed Data with other data; and
- (2) enhance the Licensed Data

to make Licensed Data Products

PROVIDED THAT any such Licensed Data Products shall:

- (a) be used only for Internal Purposes for the duration of the MOU and shall not be sold, given to or utilised by any other person except for use in accordance with this MOU; and
- (b) be erased from all forms of storage upon termination of this MOU in accordance with clause 12.3 unless otherwise agreed to in writing by the parties; and
- (c) not derogate from the Licensor's ownership of the Licensed Data.

7.3 The Licensee shall not under any circumstances on-supply the Licensed Data or Licensed Data Product in any manner whatsoever other than paper copies which may be given away free of charge in the ordinary course of business.

7.4 The Licensee 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.

Copying of Licensed Data

- 7.5 The Licensee shall be permitted to make copies of the Licensed Data only for Internal Purposes and one copy for security purposes. The copy for security purposes may be stored offsite but shall not be used for any purpose other than providing security backup against loss of the original Licensed Data.

Use of Consultants

- 7.6 The Licensee may enter into an agreement with consultants or contractors whereby the Licensed Data required for a specified project may be used **PROVIDED THAT:**
- (1) the Licensed Data is used only until the completion of the project; and
 - (2) Unless otherwise agreed to in writing by the Licensor the Licensed Data together with all copies of the Licensed Data is returned to the Licensee by the consultant/contractor or the Licensed Data and all such copies are destroyed at once upon completion of the project by the consultant/contractor; and
 - (3) the Licensed Data is used only for the purpose of implementing the project and is not to be sold, given to or utilised by any other person by the consultant/contractor.

8 CONFIDENTIALITY

- 8.1 The Licensee shall take all reasonable steps to ensure that all employees, contractors, consultants and other persons having access to the Licensed Data keep the Licensed Data confidential and do not disclose or use the Licensed Data for any purpose other than in accordance with the terms and conditions of this MOU.

9 WARRANTY

- 9.1 The Licensor gives no warranty as to the condition, quality or fitness of the Licensed Data for the Licensee's requirements. The Licensee is responsible for ensuring that the Licensed Data supplied meets its own individual needs.

10 LIABILITY

- 10.1 The Licensee acknowledges that it shall use the Licensed Data at its own risk and agrees that the Licensor shall not be liable for any loss or damage arising from the direct or indirect use of the Licensed Data.

11 OBLIGATIONS OF THE LICENSEE

- 11.1 The Licensee shall notify the Licensor immediately if the Licensee becomes aware of any unauthorised use of the whole or part of the Licensed Data by any person. The Licensee agrees to advise the Licensor of any differences or apparent errors found in the Licensed Data.

12 TERMINATION

- 12.1 In the event that the Licensee fails to perform any of its obligations under this MOU the Licensor may immediately terminate this MOU by notice in writing.
- 12.2 Either party may terminate this MOU on 30 days written notice to the other party.
- 12.3 The Licensee agrees that upon termination of this MOU all rights granted by the Licensor to the Licensee shall cease immediately and the Licensee will cease using the Licensed Data which must be destroyed and erased from all forms of storage within 30 days.

13 WAIVER

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

14 VARIATION

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

15 RESTRICTIONS OR LIMITATIONS IMPOSED BY FUTURE LEGISLATION AND/OR GOVERNMENT POLICY

- 15.1 If restrictions or limitations on the supply of or Licensee's use of the Licensed Data are imposed due to any future legislation and/or Government policy then the Licensee agrees to acquiesce to and/or comply with any such restrictions or limitations.

16 SERVICE OF NOTICES

- 16.1 Notices under this MOU are to be directed to the Chief Executive Officers of the Licensor and Licensee.

17 COPYRIGHT IMPRINTS AND DISCLAIMER

- 17.1 The Licensee agrees that all copies of the Licensed Data shall carry the following notice:

© The <Licensor Name> [year of publication].

or where the Licensee is a State Government Agency:

© The State of Queensland (<Licensor>) [year of publication].

- 17.2 All Licensed Data Product created by the Licensee shall carry the following notice:

*Based on Data provided with the permission of the <Licensor Name>: [*Data Set Name*]
[month/year].*

- 17.3 All Hardcopy Products produced by the Licensee shall display the following disclaimer:

While every care is taken to ensure the accuracy of this data, the <Licensor> 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 might be incurred as a result of the data being inaccurate or incomplete in any way and for any reason.

IN WITNESS WHEREOF the parties have executed this MOU.

SIGNED for and on behalf of the Licensor
by

(Print _____ name) _____
(Signature) _____
being a duly delegated officer

in the presence of:

Witness

SIGNED for and on behalf of _____ The Licensee
by

(Print _____ name) _____
(Signature) _____
being a duly delegated officer

in the presence of:

Witness

SCHEDULE A

ORDER FORM

<NAME OF DATA SET>

Date: _____

The Licensed Data provided under this Agreement will be supplied as specified and in the format defined in the Licensed Data Specifications 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:

(Licensee 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 Memorandum of Understanding <Agreement No: xxxxxxx>

To be completed by the Licensee:

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 – <emailaddress>

<Address 2> Q XXXX