

Non-commercial licensing agreement for the use of digital information

This Agreement is made this day:

BETWEEN:

The Department of Planning, Lands and Heritage of 140 William St, Perth in the State of Western Australia (hereinafter called the Licensor).

AND

The user of the information supplied by the Department of Planning, Lands and Heritage to Landgate for use in the Shared Location Information Platform (hereinafter called the Licensee).

RECITALS

- The Licensor provides digital information to Landgate for use in Landgate's Shared Location Information Platform.
- The Licensor agrees to provide a non-exclusive, non-transferable right for the Licensee to use the Information for the purposes and subject to the conditions of this Agreement.

DEFINITIONS

In this agreement the following definitions apply:

Business Purpose means use for your personal and business purposes only, including external use as long as that external use has been notified and approved by the Licensor. It does not include any use for the purpose of distribution, sale, licence, hire, let or trade to a third party. For the purposes of a consultancy, the business purpose includes provisions to an individual user if the individual user is engaged under a contract for services and the Information is required as part of the consultancy or provision to a consultant engaged by the licensee for a specific project where the consultant receives no benefit except the fee paid by the Licensee.

Commercial Purpose means any internal or external use, regardless of charge or not, beyond what is approved for Internal and Business Purposes, and can include the further display, distribution, sale, licence, hire, let or trade to a third party.

Information means the specific data, datasets, information that is provided by Department of Planning, Lands and Heritage to Landgate for use in the Shared Location Information Platform.

Intellectual Property Rights means all rights in and to the Information, including copyright, trademark, design, patent, know how, confidential information and any application or right to apply for registration of any of these rights and any right to protect or enforce any of these rights.

Internal Purpose means use for your internal business or personal purposes only and not for any external or further display, distribution, sale, licence, hire, let or trade to a third party, unless authorised.

Product means any output, compilation, creation, manufacture, service or assistance developed by the Licensor or Licensee from or incorporating the Information in part or whole.

SLIP means Landgate's Shared Location Information Platform.

LICENCE CONDITIONS

1. The Licensee acquires the right to use the Information for its Internal Purposes and Business Purposes but not for any Commercial Purpose.
2. In accessing or using any of the content available within the Information, the Licensee is agreeing to be bound by the terms and conditions of this Agreement.
3. The Licensee does not acquire any ownership in the Information.
4. The Licensee obtains no copyright over the Information and undertakes not to use the Information in any public forum without the prior written consent of the Licensor.
5. The Licensee acquires the right to intermingle the Information with its data and the parties acknowledge that ownership of this intermingled information is that of the Licensee.
6. The Licensee indemnifies the State of Western Australia, the Licensor and its officers, employees and agents in respect of:
 - (a). all claims, demands, actions, suits and damages for loss, damage or injury (including indirect or consequential loss) suffered by the Licensee or any other person resulting from the use of or reliance on the Information or Product or any part thereof whether or not any such reliance is notified to the Licensor by the Licensee;
 - (b). all breaches of Intellectual Property Rights by the Licensee or any third party to whom the Licensee provided access either deliberately or inadvertently to the Information or Product; and
 - (c). any legal costs, expenses arising from actions undertaken by or against the Licensee or any third party excluding loss, damage or injury (including indirect or consequential loss) suffered by the Licensee or legal costs and charges and expenses as specified in subclause (a) and (c) respectively that result from, or arise in connection with, acts of the Licensor, its officers, employees and agents which are malicious, fraudulent, wilful or illegal.
7. The Licensee agrees to:
 - (a). notify the Licensor of and to provide all information in its possession or under its control in respect of any breach of this Agreement by a third party;
 - (b). provide all reasonable assistance in any action taken or proposed to be taken by the Licensor in enforcing its rights under this Agreement; and
 - (c). promptly inform the Licensor in writing of any actions, suits, claims, demands, proceedings, losses, damages, compensation, sums of money, costs, charges and expenses which may be brought, claimed or threatened against the Licensee or the Licensor in respect of or relating to the Information or Product.
8. Clause 6 to 7 inclusive shall survive termination of this Agreement.
9. The Licensee shall ensure that all information developed from or incorporating the supplied Information or part thereof, bears an acknowledgement that some of the data used in the information may be Information supplied by the Department of Planning, Lands and Heritage and that the State of Western Australia through the Licensor is the owner of the copyright of some of that information.
10. The Licensee shall ensure that the Information supplied by the Licensor cannot be used by third parties without the prior written consent of the Licensor.
11. No warranties or undertakings express or implied, statutory or otherwise, as to the conditions, quality or fitness for the Licensee's purposes are provided with this information. It is the responsibility of the Licensee to ensure that the Information supplied meets its own individual requirements.
12. This licence applies for the term of fifty (50) years from the date of this Agreement. However if the Licensee fails to comply with the terms of this Agreement, then the rights of the Licensee under this Agreement terminate automatically.

End of Agreement