



# Data Licence Agreement And Digital Data Request Form

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GIS Unit, Murray Darling Basin Commission  
GPO 409, 51 Allara Street Canberra ACT 2601

This Agreement is made on the date ..... between the  
Murray Darling Basin Commission (hereafter referred to as MDBC or Licensor) and

\_\_\_\_\_  
(hereafter referred to as Licensee).

Licensee Address \_\_\_\_\_

Licensee Telephone Number \_\_\_\_\_

Licensee Email Address \_\_\_\_\_

Purpose for which Data is to be used \_\_\_\_\_

Where Data is to be used \_\_\_\_\_

Name of Authorised Licensee Representative \_\_\_\_\_

The Licensor agrees to grant and the Licensee agrees to accept nonexclusive and non-transferable license to use the digital data listed below (in accordance with the terms and conditions of this agreement) and referred to in this agreement as “data”.

Data set name and/or description

The Licensee hereby accepts such appointment and agrees that all orders for the data placed by the Licensee with the MDBC, and the relationship of the parties, shall be subject to the terms and conditions of this agreement.

Please read the following terms and conditions and signify your understanding and agreement by signing under LICENSEE

**RELATIONSHIP OF PARTIES**

The parties shall be deemed to be solely independent contractors and this Agreement shall not be construed to create any partnership, joint venture or agency.

**PROTECTION OF PROPRIETARY RIGHTS**

- A. The Licensee acknowledges that pursuant to this Agreement it obtains only the rights to use the data and that no right, title, or interest in or to any copyrights, trademarks, or other proprietary rights relating to the data is transferred or licensed from MDBC to the Licensee.
- B. Licensee shall not remove, alter, cover, or obfuscate any acknowledgements, copyright notice, trademark, or other proprietary rights notice placed by the MDBC on the data or any portion thereof. The Licensee shall comply with directions

## Murray Darling Basin Commission NRI External Digital Data Request Form

submitted by the MDBC regarding the form and placement of proprietary rights notices on the data or any portion thereof.

- C. The Licensee shall endorse on all information products of whatever nature (analytical, digital, analogue or cartographic) which it produces using the Data or any copy or part thereof, a statement:
- Acknowledging that the Data was supplied by the MDBC, and that the MDBC remains the owner of the Data.
  - Of origin of the Data, including currency and reliability, where known, using the current recommended ANZLIC Metadata standard.

### **PRIVACY AND CONFIDENTIALITY**

- A. The Licensee shall treat the data as private and confidential and shall take all reasonable steps to keep the Data private and confidential. To this end, the Licensee shall:
- Copy the data for the Licensees own purposes only, as described in the **Purpose for which this Data is to be used**.
  - Maintain a system for the safe custody of the Data and any copies thereof.
- B. The Licensee may permit consultants, contractors or subcontractors (third parties) with which it has contracted the provision of services to so use the Data, provided the Licensee takes all reasonable steps to ensure that any third party employed by the Licensee keeps the Data confidential and does not disclose the Data to any person other than in accordance with the conditions of this agreement. Third parties may not retain copies of the Data nor of information products derived from the Data after ceasing to be retained by the Licensee. It is the Licensees responsibility to impose this condition upon third parties to whom the Data is provided.
- C. Except as provided in this agreement the Licensee shall not, without the prior written consent of the MDBC, disclose the Data to a third party. If that consent is given, the Licensee shall make known to the third party, that the MDBC is the owner of the Data and the copyright therein and shall require that third party to give to the Licensee and the MDBC a written undertaking (In a form acceptable to the MDBC) that it shall observe and perform, with respect to the Data, all terms and conditions contained in this Agreement.

### **AGREEMENT USE**

The Licensee shall not, and shall ensure that its employees shall not, without the prior consent of the MDBC, use the Data in any way other than as set out in the Agreement hereto.

## **COMMERCIAL USE**

The Licensee shall not:

- Combine the Data with any other Data held by the Licensee; or
- Derive from the Data by recourse to a process,

To produce material or information of whatever nature (analytical, digital, analogue or cartographic products) for sale to a third party or for general sale without the prior consent of the MDBC. The MDBC reserves the right to veto such proposed use, or if accepted, to determine any royalty to be paid to the MDBC (in addition to any previous data supply fees) by the Licensee.

## **SCRUTINY AND VETO**

The MDBC shall be advised of, and reserves the right to examine methods and conclusions including reasoning and calculations, which draw on the Data in any way, where such conclusions are contained in publications for general or public scrutiny or comment. The MDBC reserves the right of veto over publication where it deems that such methods or conclusions may be invalid or misleading.

NOTE: that “publication” does not include internal reports.

## **WARRANTY**

The MDBC does not warrant that this data does not contain errors, and the MDBC shall not be in any way liable for any loss, damage, or injury suffered by the Licensee or any third party consequent upon the existence of errors or omissions in the Data.

## **INDEMNITY**

The Licensee agrees to indemnify the MDBC and its employees in respect of all claims for loss, damage or injury suffered by the Licensee or any third party resulting from the use by the Licensee or by that third party, of the Data or any part thereof or of materials or conclusions produced from or derived from the Data.

## **DATA ENHANCEMENT**

If the Licensee discovers any errors or omissions in the Data, or makes any modification or improvement therein, it shall forthwith inform the MDBC accordingly, and the MDBC shall be entitled to make use of that information for modification or improvement.

## **AUTHORITY**

Persons whose signatures appear for and on behalf of the Licensee represent that they are authorised to do so and represent and warrant that this Agreement is a legal, valid and binding obligation and is enforceable in accordance with its terms.

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THIS LICENCE AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS STATED ABOVE. IN WITNESS THEREOF, THIS LICENCE IS EXECUTED ON THE DATE SET FORTH UNDER THE PARTIES NAMED.

LICENCEE:

Name of Authorised Licensee Representative \_\_\_\_\_

Signature of Authorised Licensee Representative \_\_\_\_\_  
(Indicating that the representative has read and understood all terms contained in this Agreement)

Date \_\_\_\_\_

**INTERNAL USE ONLY**

MURRAY DARLING BASIN COMMISSION

Signature of ICM NRI Manager \_\_\_\_\_  
(or authorised representative)

Date \_\_\_\_\_

Date Data supplied \_\_\_\_\_

MDBC Supplied Data set name and/or description