

LICENCE FOR USE OF DIGITAL DATA AND INFORMATION

BETWEEN:

the **NORTHERN TERRITORY OF AUSTRALIA** care of the Department of Infrastructure, Planning and Logistics, GPO Box 1680 Darwin in the Northern Territory of Australia, ABN 84 085 734 992 (**the "Territory"**)

AND:

the party described in Item 1 of Schedule A, of the address specified in Item 2 of Schedule A (the "Licensee").

BACKGROUND

- A. The Territory is the owner of the digital data described in Item 3 of Schedule A (the "Data"); and
- B. The Licensee wishes to use the Data for the purposes set out in Item 4 of Schedule A;
- C. The Territory agrees that the Licensee may use the Data, subject to the terms and conditions set out in this Licence.

THE PARTIES AGREE as follows:

1. LICENCE

The Territory grants a non-exclusive, non-transferable licence to the Licensee, to use the Data for the purposes set out in Item 4 of Schedule A.

2. TERM OF LICENCE

The licence granted pursuant to clause 1 commences upon the date specified in Item 5 of Schedule A and expires on the date specified in Item 6 of Schedule A, unless terminated sooner by the parties.

3. FEES AND PAYMENT

The Licensee must pay the fee or fees specified in Item 7 of Schedule A in accordance with the payment structure outlined in Item 8 of Schedule A.

4. LIMITATIONS ON USE

4.1 The Territory permits the Licensee to use the Data solely for the purposes and in the manner described in Item 4 of Schedule A.

4.2 The Licensee must not and must ensure that its employees, agents and any sub-licensee or third party to this Licence, do not use the Data in any way other than for the purpose and in the manner set out in Item 4 of Schedule A, without the prior written consent from the Territory.

4.3 Unless otherwise agreed by the parties, the Licensee must not distribute the Data to any person without the prior written consent of the Territory.

4.4 Unless otherwise agreed by the parties, the Licensee must not use the Data to produce materials for sale to a third party, or for general sale, without the prior written consent of the Territory.

5. INTELLECTUAL PROPERTY

5.1 This Licence does not confer on the Licensee, any rights of ownership in the Data.

5.2 All intellectual property rights in the Data, including but not limited to copyright, remain vested in the Territory and are unaffected by this Licence.

6. DISPUTE RESOLUTION

6.1 If a dispute arises between the parties as to any matter concerning this Licence ("Dispute"), the party claiming the Dispute will give immediate notice in writing to the other party providing details of the Dispute.

6.2 Within 7 days of notice of a Dispute being received by a party, one or both parties will nominate an independent expert to determine the Dispute.

6.3 If the parties fail to agree to the identity of an independent expert within 7 Days of a party nominating an independent expert, then either or both of the parties may refer the matter to the President for the time being of the Law Society of the Northern Territory who will nominate an independent expert to determine the Dispute.

6.4 The decision of the independent expert is absolute and final and will bind the parties accordingly and this Licence will be deemed to be amended to incorporate the terms of the independent expert's decision.

6.5 The independent expert is deemed to be acting in making any decision as an expert and not an arbitrator.

6.6 The parties will bear the costs of the independent expert's determination equally.

6.7 The parties will make available to the independent expert all materials by it and will furnish it with all other materials which are relevant to the determination.

7. GOODS AND SERVICES TAX

7.1 For the purposes of this clause 7, unless the context otherwise requires:-

(a) "**GST**" means any tax imposed on Supply by or through the New Tax System (Goods and Services Tax) Act 1999 ("**the Act**") and any related Tax Imposition Act; and

(b) any other term is used in this clause which is defined in the Act has the meaning it bears in the Act;

7.2 The parties acknowledge that the consideration under Licence is inclusive of GST, where GST is calculated using the GST Rate at the time of forming this Licence.

7.3 The Territory must provide the Licensee with a tax invoice and/or adjustment notes in relation to the Supply prior to an amount being paid by the Licensee under this Licence and must do all things reasonably necessary to assist the Licensee to enable it to claim and obtain any Input Tax Credit available to it in respect of a Supply.

8. CONFIDENTIALITY

8.1 The Licensee will treat the Data as private and confidential and must take all reasonable steps to keep the Data private and confidential. To this end the Licensee must:



- (a) maintain a system for the safe custody of the Data and copies of the Data;
- (b) copy the Data for its own purposes only;
- (c) disclose the Data only to those of its employees whose duties require a knowledge of, or access to, the Data and take all reasonable steps to minimise the risk of disclosure of the Data by those employees;
- (d) on becoming aware that a breach of this Licence has occurred immediately advise the Territory of the nature of the breach and what action has been taken or will be taken to protect the interests of the territory.

8.2 Except as provided in this Licence or as required by law, the Licensee must not, without the prior written consent of the Territory, disclose the Data to a third party and, if that consent is given, the Licensee must make known to the third party to whom the Data is disclosed that the Territory is the owner of the Data and the copyright therein and shall require the third party to give to the Licensee a written undertaking, in a form satisfactory to the Territory, that it must observe and perform with respect to the Data terms and conditions similar to those contained in this Licence.

8.3 The Licensee acknowledges the confidential nature of the terms and conditions of this Licence and agrees to treat the terms and conditions of this Licence as confidential.

9. PRIVACY

9.1 In this clause:

Act means the *Information Act (NT)*

Privacy Laws means:

- (a) the Act; and
- (b) the Information Privacy Principles set out in the Act or any 'code of practice' approved under the Act that applies to any of the parties to this Licence.

Personal Information means all information about a person that is "personal information" as defined in the Act which is collected and/or handled by any of the parties in connection with this Licence.

9.2 The Licensee agrees to deal with all Personal Information in a manner which is consistent with the Privacy Laws and any other relevant privacy legislation, as if the Licensee were a public sector organisation pursuant to section 5(7) of the Act.

9.3 The Licensee is to collect, use, disclose or otherwise deal with Personal Information only for the purposes of fulfilling its obligations under this Licence.

9.4 The Licensee is not to disclose Personal Information without the written authority of the Territory, and in any event disclosure is to be in accordance with the Privacy Laws.

9.5 The Licensee is to immediately notify the Territory where it becomes aware that a disclosure of personal information may be required by law.

9.6 The Licensee is to ensure that any employees, agents or other person who may have access to Personal Information held by the Licensee, are aware of and undertake to not access, use, disclose or retain Personal Information except in performing their duties of employment.

9.7 The Licensee is to take all reasonable measures to ensure that Personal Information is protected from misuse and loss and from unauthorised access, modification, disclosure or other misuse and that only personnel necessary to fulfil the obligations under this Licence have access to the Personal Information.

9.8 Each party is to immediately notify the other when a complaint is received.

9.9 The Licensee acknowledges that individuals have the right to request access to, or correction of, the Personal

Information held about them.

9.10 The Licensee must not transfer Personal Information outside the Northern Territory without the prior approval of the Territory.

9.11 The Licensee, in respect to Personal Information, is to immediately notify the Territory where the Licensee becomes aware of a breach of this clause or the Privacy Laws.

9.12 The Licensee agrees to indemnify the Territory in respect of any liability, loss or expense incurred arising out of or in connection with a breach of the obligations of the Licensee under this clause.

10. WARRANTY

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

10.2 The Territory is not liable for any loss, damage or injury suffered by the Licensee or any third party that may arise from the use of the Data.

11. INDEMNITY

The Licensee must indemnify and keep indemnified the Territory against any loss, costs, expenses, damages and liability of any kind, which the Territory may sustain or incur arising directly or indirectly from any claim relating to the Data made or permitted to be made by the Licensee, or relating to any derivative Data produced by or on behalf of the Licensee which incorporates the Data.

12. TERMINATION

12.1 Either party may terminate this Licence at any time by the giving of 30 days' notice in writing to the other party.

12.2 If the Licensee is found to be in breach of the Licence, the Territory may terminate the Licence immediately by notice in writing to the Licensee.

12.3 Upon termination or expiration of this Licence the following will happen:

- (a) all rights granted by the Territory to the Licensee will cease;
- (b) the Licensee shall return to the Territory all copies of the Data in its possession and must delete or destroy all copies of the Data held by the Licensee in electronic or magnetic form, unless otherwise agreed by the parties.

13. CLAUSES TO SURVIVE TERMINATION

All of the following clauses will survive termination or expiration of this Licence:

- (a) Clause 4 (Limitations on Use);
- (b) Clause 5 (Intellectual Property);
- (c) Clause 8 (Confidentiality);
- (d) Clause 9 (Privacy);
- (e) Clause 10 (Warranty); and
- (f) Clause 11 (Indemnity).

14. NOTICES

14.1 Notices under this Licence may be delivered by prepaid postage or certified mail, by hand or by facsimile transmission.

14.2 Notices are deemed given:

- (a) five (5) days after deposit in the mail with postage prepaid or certified;
- (b) when delivered by hand;
- (c) if sent by facsimile transmission, upon completion as evidenced by a fax transmission record.

14.3 For the purposes of this clause the address for service of each party is that set out in Item 9 of Schedule A.



15. SPECIAL CONDITIONS

The provisions of this Licence will be subject to the Special Conditions, if any set out in Item 10 of Schedule A.

16. VARIATION

Any amendment or variation to this Licence must be made in writing and signed by both parties.

17. APPLICABLE LAW

The parties hereby agree that this Licence will be governed by and construed in accordance with the laws of the Northern Territory of Australia.

18. ENTIRE AGREEMENT

This Licence constitutes the entire Agreement between the parties relating to the subject matter hereof, and supersedes any previous Licence's or understandings.

EXECUTED by the parties as a Licence.

.....
Name of delegate (print)

SIGNED by.....
Signature

for and on behalf of the **NORTHERN TERRITORY OF AUSTRALIA**
pursuant to a delegation under the
Contracts Act in the presence of:

.....
Name of witness (print)

.....
Signature of witness

.....
ON (insert date)

(Where the Licensee is a Business)

.....
Name (print)
trading as
in the presence of:

SIGNED by.....
Signature

.....
Name of witness (print)

.....
Signature of witness

.....
ON (insert date)

OR:

(Where the Licensee is a Company)

The **COMMON SEAL** of
(A.C.N.

.....
was hereunto affixed in accordance with
its Constitution in the presence of:

.....
Name of director (print)

SIGNED by.....
Signature of director

.....
ON (insert date)

.....
Name of director/company secretary (print)
(please delete as applicable)

SIGNED by.....
Signature of director/company secretary

.....
ON (insert date)

SCHEDULE A

ITEM 1	LICENSEE Trading as ABN	<<<Company or person>>> <<<Name of business trading as>>> <<<ABN number>>>
ITEM 2	ADDRESS OF LICENSEE	<<<Address of Licensee>>>
ITEM 3	LICENSOR'S DIGITAL DATA	<p>Land and Property Transfer Report Subscription – all Northern Territory – Monthly Supply.</p> <ol style="list-style-type: none"> For each month during the period of the Agreement the Territory will supply Land Sales information recorded during the previous month. Supply of the Data will be by electronic mail to a single email address provided by the Licensee to the Licensor in writing on the Commencement Date. The Data will be supplied as a single or "flat" file of data fields separated by commas. <p>NOTE: Land Sales information is defined as individual property sales data including, at minimum, the street address of the individual property made up of unit number, street number, street name and suburb, type of property, sale price, sale date, vendor's or vendors' name(s) and purchaser's or purchasers' name(s).</p>
ITEM 4	LICENSEE'S USE OF DATA	<ol style="list-style-type: none"> The Data is licensed for use in the Licensee's print and electronic, including Internet and other platforms, home price guide information services ("the Services") through which the Licensee can, amongst other things: <ol style="list-style-type: none"> display the Data in the Services separately or combined with other land sales information; use the Data to derive statistics on land sales and present those statistics in the Services; and allow users of the Services to print, download or otherwise copy parts of the Data on the condition that they will not reproduce, repackage or on supply the Data. The Data will be used by: <ol style="list-style-type: none"> employees of the Licensee in establishing, providing, marketing and selling the Services; and customers or potential customers of the Licensee who subscribe to, purchase or access the Services for a fee or otherwise; and third parties who have entered into sales agency agreements with the Licensee as allowed under this agreement for the purposes of selling or distributing the Services to customers or potential customers of the Services provided that: <ol style="list-style-type: none"> the Licensee informs the Territory in writing of the name and address of the third party; the third party sales agency agreement does not constitute a sub-licence nor does it convey any ownership rights. The on supply of Vendor and/or Purchaser details is expressly prohibited.
ITEM 5	COMMENCEMENT DATE	1 st July 2021
ITEM 6	EXPIRY DATE	N/A
ITEM 7	FEES	<p>Annual license fee of 21,680 NT Revenue Units which equates to \$26,883.00 for the 2021/22 financial year (inclusive of GST and subject to annual review).</p> <p>Note: The licence fee is subject to automatic adjustment annually in accordance with variation in the monetary value of a revenue unit under the Revenue Units Act 2009 (NT). The adjustment will apply from 1 July in each year following the Commencement Date. The Licensor must give notice in writing to the Licensee as soon as practicable after the amount of the variation is known to the Licensor. The Licensee must pay any adjusted amount upon receipt of a tax invoice in accordance with clause 7.3.</p>

Privacy Statement

Personal or company information provided is essential to establish this Licence and will be recorded in a Register of Licence Agreements. This information will not be provided to third parties. Any personal or company information may subsequently be accessed by you - contact the Director Geospatial Services on (08) 8995 5317



SCHEDULE A

ITEM 8	PAYMENT STRUCTURE	1. The annual fee can be paid in full or as quarterly instalments on 1 July, 1 October, 1 January and 1 April in each year (quarterly payment dates). If the Commencement Date is not a quarterly payment date then the licence fee for the first quarter is payable pro rata for the number of months until the quarterly payment date next occurring.	
ITEM 9	ADDRESS FOR SERVICE OF NOTICE	Territory: Director Geospatial Services Department of Infrastructure, Planning and Logistics GPO Box 1680 Darwin NT 0801	Licensee: <<<Contact person name>>> <<<Contact Organisation>>> <<<Contact Address>>> <<<Contact Telephone/Fax>>> <<<Email>>>
ITEM 10	SPECIAL CONDITIONS	Use of Vendor and/or Purchaser Details <ol style="list-style-type: none"> The Licensee will not make details of the Vendor and/or Purchaser available to third parties in the Licensee's Services. The Licensee will not use Vendor and/or Purchaser details for the purpose of establishing or maintaining any form of mailing list or for direct marketing purposes. The Licensee will not publish details of the Vendor and/or Purchaser in reports published as part of the Licensee's Services. The Licensee will not display via its on line service or reports any Vendor and/or Purchaser details or attempt to generate the information from other sources. The Licensee will not provide users of its services with Vendor and/or Purchaser name searching facilities. The Licensee acknowledges that Vendor and/or Purchaser Details are provided for the sole purpose of interpreting Land Sales information and will not be used for any other purpose internally within the Licensee's business or in its Services to third parties. 	

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