

# Model and Data Licence Agreement

Refer to the [Bayside council Fees and charges](#) for current fees for this application.

Our Ref:

## It is hereby agreed that:

### 1 Preamble

- 1.1. The “Product”, as described in Annexure 1, will be supplied by the **Bayside Council** (the “Licensor”) to \_\_\_\_\_ (the “Licensee”) and includes as a condition of its supply the payment of a licence fee. In consideration of the payment of the licence fee, and of the completion and return of this Agreement, the Licensor grants a non-exclusive, non-transferable licence to the Licensee to use the Product only for the purpose(s) specified in Annexure 2 and for the terms set out in Annexure 3.

### 2 Commencement and Term

- 2.1. This Agreement will commence on the date when both parties have signed this document and shall continue for the term specified in Annexure 3.

### 3 Licence

- 3.1. The Licensor hereby grants to the Licensee a non-exclusive non-transferable licence to use the intellectual property in the Product in accordance with the terms and conditions of this Agreement.
- 3.2. All intellectual property rights, including copyrights, in the Product are and shall remain the property of the Licensor, and the Licensor may use or sub-licence them as appropriate.

### 4 Licensee's Obligations

- 4.1. The Product provided under this Agreement is for the exclusive use of the Licensee; it may not be copied, transferred or adapted, in whole or in part, to any other persons or organisations without the express written permission of the Licensor and the payment of a further licence fee (if the fee is applicable).
- 4.2. The Licensee shall not use the Product for any purpose other than that permitted by the Licensor under Annexure 2.
- 4.3. Due acknowledgment of the Licensor will be given where appropriate.
- 4.4. The Licensee agrees to keep the Product confidential, and subject to the terms of this Agreement, the Licensee must not permit any other person to use the Product.
- 4.5. Where the Product is provided as computer files, the Licensee shall maintain only a single copy of the files.

#### Postal address

PO Box 21, Rockdale NSW 2216  
ABN 80 690 785 443

#### Bayside Customer Service Centres

Rockdale Library, 444-446 Princes Highway, Rockdale  
Westfield Eastgardens, 152 Bunnerong Road, Eastgardens

E [council@bayside.nsw.gov.au](mailto:council@bayside.nsw.gov.au)

W [www.bayside.nsw.gov.au](http://www.bayside.nsw.gov.au)

T 1300 581 299 | 02 9562 1666

**Privacy Statement:** The personal information provided on this form (including your name and other details) will be handled in accordance with the *Privacy and Personal Information Protection Act 1998* and may be available to the public under various legislation. Refer also to the Privacy Statement on Council's website.

- 4.6. The Licensee shall use adequate security measures to protect the Product from unauthorised use, reproduction, distribution or publication.
- 4.7. The Licensee accepts responsibility for the acts and defaults of all persons using the Product.
- 4.8. The Licensor makes no guarantee to provide upgrades of the Product to the Licensee.
- 4.9. On the termination of this Agreement, the Licensee shall return the Product including any new, improved or updated versions of the product to the Licensor and dispose of and/or erase all copies of the Product in its possession.

## **5 Licence Fees**

- 5.1. The Licensee shall pay to the Licensor the licence fee in Annexure 4 in accordance with the provisions of Annexure 4.

## **6 Errors and Omissions in the Product**

- 6.1. The licensee acknowledges that the Product has not been fully tested by the Licensor and may contain omissions and errors and that it must rely on its own examination, skill and expertise in determining whether the Product is capable, suitable or safe for a particular application and use, or any application and use at all.
- 6.2. The licensee acknowledges that the Product has not been developed for use on the Licensee's own software and that the Licensor makes no warranties in relation to the Licensee's software being able to utilise the Product. The Licensee must rely on its own skill and expertise in determining whether it will be able to utilise the Product.

## **7 Liability**

- 7.1. The Licensee hereby releases and indemnifies, and will keep harmless and indemnified, the Licensor from and against all liability whatsoever arising out of the use of the Product or otherwise whether for breach of this Agreement by the Licensor, negligence, injury, death, economic loss, loss of reputation or damages incidental or consequential to the provisions of this Agreement.

## **8 Law of Agreement**

- 8.1. This Agreement will be covered by and construed in accordance with the law for the time being in force in the State of New South Wales.

**SIGNED** for and on behalf of

..... )  
..... by: ) .....  
.....  
print name) .....  
and dated: ) .....

**SIGNED** for and on behalf of the  
**Bayside Council** by:

Coordinator Policy and Strategy ) .....  
and dated: ) .....

**Post or e-mail to:**  
Strategic Planning

## Annexure 1

### The Product:

<b>PRODUCT</b>	Data Description:	
	Format:	Electronic
	Projection:	N/A
	Datum:	N/A
<b>CUSTODIANSHIP</b>	Custodian:	Bayside Council

## Annexure 2

### The Purpose(s):

<b>PURPOSE</b>	Project name:	
	Contract #:	

## Annexure 3

### The Term:

<b>TERM</b>	Term:	Until the completion of the project specified in Annexure 2 or up to a maximum of three years from the signing of the document. To be specified below:
<b>COMMENTS</b>	notes:	

## Annexure 4

Review the [Flood Advice Certificate application](#) for lodgement advice