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| **CONTENT LICENCE** |  |

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| PARTIES | |
| **UNSW** | The University of New South Wales ABN 57 195 873 179, a body corporate established pursuant to the *University of New South Wales Act 1989* (NSW), represented by its Water Research Laboratory (**WRL**). |
| **Licensee** | [Insert name] ABN [insert ABN] of [address] |

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| BACKGROUND |
| 1. UNSW is one of the leading research and teaching universities in the Asia-Pacific region and a world leader in [insert].  2. As part of its operations, UNSW is the owner of (or has the necessary rights to) the Content.  3. The Licensee has requested, and UNSW has agreed to grant, a license to use the Content for the Permitted Use on the terms set out in this agreement. |

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| LICENCE DETAILS | | |
| **Licence Period** | [insert] | |
| **Territory** | Australia and the following additional countries:  [insert additional countries or write ‘none’] | |
| **Content** | [insert] | |
| **Permitted Use** | [insert] | |
| **Content Delivery** | [insert] | |
| **Publications** | Does clause 3 apply? | 🞎 Yes 🞎 No |
| UNSW recognition | *[Insert any obligation to acknowledge the contributions of UNSW in any Publication]* |
| **Contacts** | UNSW address:  Attention: [insert]  Address: [insert]  Email: [insert] | |
| Licensee address:  Attention: [insert]  Address: [insert]  Email: [insert] | |
| **Licence Fee** | |  |  | | --- | --- | | Payment invoicing dates | Fee payable (excl. GST) | | [insert] | [insert] | | [insert] | [insert] | | [insert] | [insert] | | Subtotal: | [insert] | | GST | [insert] | | TOTAL | [insert] | | |

Executed as an agreement

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| Signed for and on behalf of the  **University of New South Wales**  by an authorised person: |  |
| Signature of authorised officer |  |
| Name of authorised officer (please print)  Office held (please print) |  |

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| --- | --- |
| Signed for and on behalf of the  **[Licensee]** by an authorised personin the presence of: [in accordance with s 127 of the  *Corporations Act 2001* (Cth):] |  |
| Signature of authorised officer |  |
| Name of authorised officer (please print)  Office held (please print) |  |

**LICENCE TERMS**

# Grant of Licence

## UNSW grants to the Licensee a non-exclusive, non-transferable revocable licence, to use the Content for the Permitted Use in the Territory during the Licence Period in the manner stated in this agreement. The licence granted under this clause does not include the right to sub-license the Content.

## The licence granted under this clause is personal to the Licensee and the Licensee must not assign, transfer or in any way charge, mortgage or deal with any of its rights or obligations under this agreement without UNSW’s prior written consent, which may be withheld in UNSW’s sole discretion. Nothing in this agreement restricts the right of UNSW to assign any of its rights, obligations or liabilities under this agreement.

## UNSW reserves all rights in connection with the Content that have not been granted in under this agreement.

## The Licensee must not use the Content other than strictly in accordance with the Permitted Use without the prior written consent of UNSW, which may be withheld in UNSW’s sole discretion.

## The Licensee acknowledges that:

### this agreement does not confer and the Licensee does not acquire any interest in respect of the Content other than as specified in this agreement;

### as between the Licensee and UNSW, UNSW is the owner of the Content; and

### to the extent permitted by law, the Licensee has no right to exploit the Content outside the Permitted Use.

# UNSW’s obligations

## Subject to payment by the Licensee in accordance with this agreement, to the extent that it has not already done so, UNSW must provide the Content to the Licensee in accordance with the Content Delivery requirements.

# Publications

## This clause only applies if specified to do so in the Licence Details.

## The Licensee must give notice to UNSW of any proposed Publication at least 30 days before the proposed submission date for the Publication.

## Within that 30 day period UNSW may provide comments (in relation to the use of or reference to the Content) on the proposed Publication to the Licensee which the Licensee must consider and take into account to the extent it is reasonable to do so.

## The Licensee must ensure that UNSW is acknowledged in any Publication as the provider of the Content in the form and manner specified in the Licence Details.

# Licence Fee

## The Licensee must pay the Licence Fee to UNSW in accordance with this clause 4 and the Licence Details.

## Subject to clause 4.3, all payments under this agreement must be made without deduction or withholding of any kind (including set-off, counterclaim, duty, tax or charge).

## All payments made under this agreement are exclusive of any withholding taxes. If the Licensee is compelled by law to make a deduction or withholding from any payment, the Licensee must gross up such payments so that the amount actually paid to UNSW is the amount UNSW would otherwise receive if no amount was required to be withheld.

## Unless specified otherwise, all monetary amounts expressed in this agreement are exclusive of GST and are in Australian currency

# Infringement

## The Licensee must immediately notify UNSW in writing of:

### any apparent infringement of or challenge to the Licensee’s right to use any of the Content as licensed to it under this agreement;

### any claim made by any person of any rights to any of the Content; and

### any actual, suspected or anticipated infringement of the Content,

### of which the Licensee becomes aware.

# Warranties

## The Licensee warrants to UNSW that at the date of execution of this agreement:

### it has made its own assessment of the Content and has carried out its own investigations in its decision to enter into this agreement;

### it has not relied on any advice, promise or representation made by or on behalf of UNSW which has not be expressly included in this agreement; and

### it has obtained, or where required in the future will obtain, all authorisations, registrations, approvals or permits required by law in the relevant jurisdiction throughout the Territory in connection with the Licensee’s entry into and performance of this agreement including in relation to use of the Content for the Permitted Purpose.

## UNSW warrants to the Licensee that it has the right to grant the licence to the Content under this agreement.

# Trade Marks and Logos

## Neither party may use the name, logo or trade mark of the other party in connection with this agreement without the prior written consent of the other party.

# Liability

## Other than the warranty provided in clause 6.2, UNSW grants the licence to use the Content on the terms of this agreement at the Licensee’s own risk, and on an "as is" basis. To the full extent permitted by law:

### UNSW disclaims all warranties, express or implied, of merchantability or fitness for a particular purpose; and

### UNSW’s entire liability in connection with this agreement (howsoever arising, including in connection with negligence) is limited to an amount equal to the Licence Fee.

## The Licensee indemnifies UNSW, and its officers, employees, consultants and agents, (those indemnified) against all loss, liability, damage, claims or expenses (including reasonable legal expenses) suffered or incurred by those indemnified in connection with:

### the use of the Content (other than a claim that the use of the Content in accordance with this agreement infringes the rights of another person); and

### any negligent act or omission or wilful misconduct of the Licensee or its officers, employees, consultants or agents.

The indemnity provided by the Licensee under this clause will be reduced to the extent that UNSW or those indemnified caused or contributed to its loss or liability.

## To the extent permitted by law, a party will have no liability to the other party, however arising and under any cause of action or theory of liability, in respect of special, indirect or consequential damages, loss of profit (whether direct or indirect) or loss of business opportunity arising out of or in connection with this agreement.

# Confidentiality and privacy

## Each party must keep confidential and not disclose any Confidential Information of the other party other than permitted under this Member Agreement.

## Each party may only:

### use Confidential Information for the purposes of this Member Agreement; and

### disclose Confidential Information of the other party:

#### to its employees, directors and officers and legal, financial or other professional advisors who have a need to know for the purposes of this Member Agreement (and only to the extent that each has a need to know); or

#### to the extent required by law.

## Each party must comply with:

### the reasonable directions of the other party in relation to the handling of any Personal Information that the party holds or has held; and

### the Privacy Act 1988 (Cth).

# Dispute resolution

## If any dispute arises out of, or in connection with, this agreement, neither party will commence proceedings relating to the dispute unless that party has complied with the following dispute resolution provisions:

### a party claiming a dispute has arisen will promptly give written notice to the other party specifying the nature of the dispute; and

### the parties will refer to the dispute to senior management within their respective organisations who will within 30 days of notification attempt to resolve the dispute in a manner that preserves the ongoing relationship between the parties.

# Termination

## A party may terminate this agreement with immediate effect by giving notice to the other party, if:

### that other party breaches any material term of this agreement not capable of remedy;

### that other party breaches any material term of this agreement capable of remedy and fails to remedy the breach within 30 days after receiving notice requiring it to do so;

### any event of insolvency occurs in relation to the other party (whether or not notified) including any step to appoint a receiver, administrator, trustee in bankruptcy or liquidator.

## If this agreement is terminated:

### the Licensee must promptly pay to UNSW all amounts owing under this agreement, which become immediately due on termination or expiry;

### all rights granted to the Licensee under this agreement will cease and revert to UNSW; and

### the Licensee must cease using the Content and deliver to UNSW all Content and other Confidential Information of UNSW which is in the possession or under the control of the Licensee at the date of termination.

## All clauses that by implication or expressly continue after termination or expiration, will survive termination or expiration.

# Notices

## A party notifying or giving notice under this agreement must give notice addressed to the address of the other party specified in the Licence Details or other address as notified in writing by the other party from time to time.

# General

## A party’s agreement to waive a right or entitlement under this agreement is only effective if that party gives written notice of that waiver to the party seeking the benefit of the waiver

## Nothing in this agreement is to be construed as constituting one party as agent or a partner of the other party or in joint venture with the other party. No party has authority to bind or purport to bind the other party.

## Any amendment, variation, consent to modification, supplement, replacement, novation, or assignment of any provision of this agreement must be in writing, signed by each party’s authorised representative.

## A notice, request, demand, consent or approval from one party to another party under this Agreement must be in writing, addressed to the recipient; and delivered to the recipient’s address specified in the Details.

## This agreement is governed by and construed under with the laws of the state of New South Wales, Australia.

## This agreement supersedes all previous agreements in respect of its subject matter and embodies the entire agreement between the parties with respect to the matters dealt with in it.

# Definitions and interpretation

## In this agreement unless the context clearly indicates otherwise:

**Confidential Information** means all know how, financial information and other commercially valuable information in whatever form including unpatented inventions, trade secrets, formulae, graphs, drawings, designs, biological materials, samples, devices, models and other materials of whatever description which a party claims is confidential to itself and over which it has full control and includes all other such information that may be in the possession of a party’s employees or management.

**Intellectual Property Rights** means all intellectual property rights, including without limitation:

(a) patents, copyright, rights in circuit layouts, registered designs, plant varieties, trade marks (including service marks), all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields and the right to have confidential information kept confidential; and

(b) any application or right to apply for registration of any of those rights;

**Licence Details** means the matters set out in the table on the front page(s) of this agreement.

**Personal Information** means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

**Publication** means to publish by way of a paper, article, manuscript, report, poster, internet posting, presentation slides, abstract, video, outline, instruction material or other disclosure of the Content or an Improvement, in printed, electronic, oral or other form and Publish has a corresponding meaning.

## Unless the context otherwise requires:

### a term defined in the Licence Details has a corresponding meaning in this agreement;

### a word which denotes the singular denotes the plural and vice versa;

### where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

### any use of the verb ‘includes’, or of words such as ‘for example’ or ‘such as’, do not limit anything else that is included in general speech; and

### a reference to any legislation includes that legislation as amended, re-enacted consolidated or substituted; and

### a reference to a person includes a partnership and a body whether corporate or otherwise.

## This agreement may not be construed adversely to a party just because that party prepared it.