



Shared Location Information Platform (SLIP) Trial Licence

Version: **180315**

Agreement number: **TBA**

Between

Western Australia Land Information Authority (Landgate)

And

Customer Name (Licensee)

Prepared by: Pricing & Licensing, Landgate

Shared Location Information Platform (SLIP) Trial Licence

PARTIES

This Agreement is made on the date shown in **Item 1** between Landgate and the Licensee specified in **Item 2**.

BACKGROUND

- A The Shared Location Information Platform (**SLIP**) provides on-line access to an extensive range of WA location information and data (**Datasets**). The Datasets available on SLIP are published by various WA Government Agencies and commercial enterprises (**Data Custodians**).
- B Landgate is a Data Custodian that provides a number of Datasets via SLIP in various products which can be subscribed to (**Products**).
- C To facilitate the use and development of its Products, Landgate offers the Licensee limited access to SLIP for the purpose of conducting a trial or evaluation of its Products on the terms and conditions of this Agreement.

AGREEMENT

1 TRIAL PERIOD

- 1.1 In accordance with this Agreement, the Licensee is granted non-exclusive access to the Products specified in **Item 5** from the Commencement Date and for the Term specified in **Item 3 (the Trial)**.
- 1.2 Only the Licensees employees specified in **Item 6** are granted access to the Products (**Users**). Any additional Users must be notified to Landgate who may be added at Landgate's absolute discretion.
- 1.3 No payment for the Trial is required, unless otherwise agreed with Landgate or the Licensee elects to subscribe to the Products, but the Licensee and its Users:
 - (a) must provide constructive feedback on SLIP and the Products; and
 - (b) acknowledge that Landgate may contact them regarding any further SLIP or Product needs.

2 EXTENSION AND TERMINATION

- 2.1 The Licensees access to the Products expires on the Expiry Date specified in **Item 4**, unless otherwise terminated.
- 2.2 To continue accessing the Products, the Licensee must, at least 2 weeks prior to the end of the Term request access from Landgate which may be provided by Landgate in accordance with its standard licence terms and charges.
- 2.3 This Agreement (and any extension of this Agreement) may be terminated at any time by either party giving the other party 7 days' written notice of its intention to terminate this Agreement.
- 2.4 Landgate may suspend or terminate the Licensees access to the Products immediately if:
 - (a) any operational matters or issues arise, including any limitations or issues with the SLIP software or system provider, any usage limitation or any reasonable access concerns of Landgate or a Data Custodian;
 - (b) the Licensee commits a breach of this Agreement, including if the Licensee uses the Products for a purpose not permitted by this Agreement;
 - (c) the Licensee's corporate structure, management, control or ownership changes; and
 - (d) the Licensee is wound up, becomes insolvent or has a liquidator, provisional liquidator, administrator, receiver, manager or receiver and manager appointed.

- 2.5 Any termination of this Agreement will not affect any accrued rights or liabilities of any party, including rights to injunctive relief or any liability to account for profits from any breach of this Agreement.

3 PERMITTED USE

- 3.1 The Licensee acknowledges that it has been granted access to the Products solely for the internal purpose of conducting a trial or evaluation of SLIP and for no other purpose (**Approved Purpose**).
- 3.2 The Licensee must:
- (a) only use the Products for the Approved Purpose;
 - (b) abide by any licence terms and conditions attached to any Dataset if provided as part of the Product;
 - (c) ensure that the only Products or part thereof which are downloaded, stored or saved by Users is necessary for the Approved Purpose and will be deleted, expunged and removed from the Licensees system upon termination;
 - (d) ensure that, other than as provided in **clause 3.2(c)**, Users do not download any Products with the intention of saving to a computer or other system; and
 - (e) ensure that any information required to access SLIP or the Products (such as login IDs and passwords) will not be disclosed to anyone other than the Users.
- 3.3 The Licensee agrees that (a) this Agreement has been entered into in good faith and (b) that it will not participate in any activity that disadvantages Landgate's business activities.
- 3.4 If, during the Term, the Licensee is in any doubt as to whether a proposed use of the Products is permitted or a proposed activity is disadvantageous, then the Licensee should contact Landgate or the relevant Data Custodian to discuss the proposed use or activity.

4 SUPPORT

- 4.1 During the Term, Landgate will provide the Licensee with reasonable support during normal business hours and subject to the availability of appropriate resources
- 4.2 The Licensee acknowledges that (a) Landgate cannot modify or update the Products which are controlled by Data Custodians other than Landgate, and (b) Landgate cannot provide a level of service that is greater than that specified in the operational level agreements between Landgate and the Data Custodians.
- 4.3 Landgate may provide training on request to the Licensee. Training may be conducted by Landgate staff and Landgate will determine the content of training and will advise prior to conducting any training whether any charge applies.

5 INTELLECTUAL PROPERTY, LIABILITY, INDEMNITY

- 5.1 The Licensee only acquires the right to use the Products in accordance with this Agreement and during the Term. The Licensee does not acquire any rights of ownership in the Products, Datasets, SLIP or any ancillary documentation or information.
- 5.2 All the intellectual property rights associated with the Products are held by Landgate or any relevant Data Custodian and the Licensee does not acquire any intellectual property rights in the Products, Datasets or SLIP merely by participating in the Trial.
- 5.3 The Licensee must:
- (a) promptly report to Landgate any known or suspected infringement of any intellectual property rights associated with this Agreement; and
 - (b) take all reasonable precautions to protect the accessed Products and SLIP from misuse and unauthorised access, modification or disclosure.
- 5.4 The Licensee assumes full responsibility for all risks associated with participating in the Trial.

- 5.5 The Licensee agrees that Landgate and the Data Custodians will not be liable for any loss or damage suffered by the Licensee in connection with participating in the Trial.
- 5.6 The Licensee must indemnify and keep Landgate indemnified against all proceedings, claims, damages and expenses that may be brought or made by any third party, arising from or in connection with this Agreement or the Trial.

6 GENERAL TERMS

- 6.1 A party which becomes aware of confidential information which is owned by the other party will not disclose the confidential information without the prior written approval of the other party.
- 6.2 The Licensee agrees to comply with all relevant WA or Commonwealth privacy legislation and policies.
- 6.3 Landgate does not guarantee or make any warranty regarding the continuity or uninterrupted availability of the Products, Datasets, SLIP or the Trial.
- 6.4 The Licensee must not make any SLIP related announcements without the prior written approval of Landgate.
- 6.5 Each party will bear any cost it incurs in connection with the preparation and signing of this Agreement.
- 6.6 Any Schedule, Annexure or document entered into pursuant to this Agreement whether executed at the time of entering into this Agreement or later, is incorporated into and forms part of this Agreement;
- 6.7 The Special Conditions outlined in **Item 7** prevail to the extent of any inconsistency with this Agreement.
- 6.8 This Agreement shall be construed and interpreted in accordance with the laws in force in the State of Western Australia.

SCHEDULE

Item 1 **Date of Agreement [Landgate to complete]**
 DATED THIS DAY OF

201

Item 2 **Details of Parties**

| Details | Landgate | Licensee |
|---------------------------------------|---|-----------------|
| Name of Entity | Western Australian Land Information Authority, a body corporate established by the <i>Land Information Authority Act</i> 2006 and trading as Landgate | |
| ABN | 86 574 793 858 | |
| Contact | Name: [INSERT] Title: Account Manager Contact: | Name: Title: |
| Address for service of Notices | 1 Midland Square, Midland, Western Australia, 6056 | |
| Telephone | (08) 9273 0931 | |
| Mobile | ---- | |
| Fax | ---- | ---- |
| Email Address | customerservice@landgate.wa.gov.au | |
| Web Address | www.landgate.wa.gov.au | |

Item 3 **Commencement Date and Term [Landgate to complete]**

- (a) Commencement Date: [Date of Agreement or XX/XX/XX]
- (b) Term: 6 weeks

Item 4 **Expiry Date [Landgate to complete]**

[Insert date]

Item 5 **SLIP Products**

[Insert relevant SLIP Product: SLIP Subscription Service, all datasets excluding Tenure [or list relevant datasets] OR SLIP Custom Map Service]

Item 6 **Users**

(The Licensees employees who will be given access to the SLIP Products)

| Name | Position | Email (must be the business email account) |
|------|----------|--|
| | | |
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| | | |
| | | |

Item 7

Special Conditions

Not applicable OR [insert]

SAMPLE

SIGNING PAGE

Landgate's Execution

Signed for and on behalf of the Western Australian Land Information Authority in accordance with authorisation under section 87 of the *Land Information Authority Act 2006* in the presence of:

Signature of Authorised Delegate

Name and Position of Authorised Delegate

Signature of Witness

Name of Witness (print)

Date: / /

Licensee's Execution

Executed by (ABN.....) in accordance with section 127 of the *Corporations Act 2001*:

Signature of Director

Signature of Director / Company Secretary

Name (print)

Name of Director (print)

Date: / /

Date: / /

OR

Executed by (ABN.....) in accordance with section 127 of the *Corporations Act 2001*:

Signature of Sole Director/Sole Secretary

Name of Sole Director/Sole Secretary (print)

Date: / /