

## Geoscape Data Licence Agreement for Research (Licence Agreement)

This Licence Agreement is about our Geoscape data (**Data**) which is being supplied to you by the University of Melbourne in its capacity as the lead agent administering the Australian Urban Research Infrastructure Network (**AURIN**). **AURIN is offering the terms of this Licence Agreement to you on behalf of Geoscape Australia as our agent.**

In this Licence Agreement:

- Geoscape Australia, we, us and our refer to PSMA Australia Ltd trading as Geoscape Australia ACN 089 912 710 of Unit 6, 113 Canberra Avenue, Griffith in the Australian Capital Territory; and
- End User, you or your means the individual accessing and using the Data in accordance with this Licence Agreement.

**By clicking “I accept” before accessing the Data, you agree to be bound by the terms of this Licence Agreement. If you do not agree with the terms of this Licence Agreement, you must not access or use the Data in any way.**

### 1. Licence grant

- 1.1 Upon your agreement to the terms of this Licence Agreement, we grant you a non-exclusive, world-wide, non-transferable licence to use our Data and any Derived Material strictly for the purposes of undertaking research activities (**Research**), subject to the restrictions set out in this Licence Agreement (**Licence**) and provided always that the coverage area accessed by you is no greater than Statistical Area 2 as defined by the Australian Bureau of Statistics.
- 1.2 The duration of the Licence will be as set out in your agreement with AURIN.
- 1.3 Subject to any express permissions set out in clause 1.1 and except with our prior written consent, you must not:
  - (a) make our Data or any Derived Material available to any other person;
  - (b) apply machine learning to our Data for the purposes of creating a product that is equivalent to, and competitive with, the Data;
  - (c) reverse engineer, disassemble, decompile or adapt the Data or otherwise attempt to derive any processes, data structures, algorithms or source code used to create the Data; or
  - (d) commercialise our Data or any Derived Material, including any capability, products, services, outputs or other material developed using our Data or Derived Material.
- 1.4 If you wish to commercialise any capability, products, services, outputs or other material developed using our Data or Derived Material, you must contact us and seek a commercialisation licence prior to making such product available to any third party.
- 1.5 Notwithstanding any other term of this Licence Agreement, you may:
  - (a) use any Derived Material that does not contain our Data in perpetuity in accordance with the terms of this Licence Agreement and your agreement with AURIN; and
  - (b) include Derived Material that does not contain our Data in fixed layout reports or models in any non-commercial publication of your research findings, provided always that you include appropriate attribution of our Data, substantially similar to the following, amended as necessary to accommodate any specific citation requirements of the publication:

“Incorporates or developed using [insert name of our Data set]  
©Geoscape Australia [insert year of version of our Data used]  
[Copyright and Disclaimer Notice](#)”.
- 1.6 You agree that we may revoke your Licence with immediate effect by notice to you if you use our Data or Derived Material in any way that is not permitted by this Licence Agreement or your

agreement with AURIN, or otherwise breach this Licence Agreement or your agreement with AURIN.

## **2 Intellectual property rights**

- 2.1 There is no transfer of any Intellectual Property Rights in the Data under this Licence Agreement.
- 2.2 To the extent that any new Intellectual Property Rights arise in any material created by copying, altering, amending, Thinning, editing or otherwise manipulating the Data, those new Intellectual Property Rights vest in us or are assigned from you to us upon creation. You must not assert any such rights except as required by us to enforce our rights.
- 2.3 For the avoidance of doubt, you retain and do not waive any or all Moral Rights (as that term is defined in the Copyright Act 1968 (Cth)) in any Derived Material that you produce in accordance with this Licence Agreement or your agreement with AURIN.

## **3 Copyright information**

- 3.1 You acknowledge that the Data is subject to the [Geoscape Copyright Notice and Disclaimer](#).
- 3.2 You must ensure that any reproduction or expression of the Data and any Derived Material created pursuant to this Licence Agreement bears or appropriately references the copyright and disclaimer information set out in the [Geoscape Copyright Notice and Disclaimer](#).
- 3.3 You must not remove, deface, change, distort, delete or cover up:
  - (a) any name or mark on the Data that indicates ownership of the Data; or
  - (b) any copyright or other proprietary notices which appear in writing on or in any part of the Data.
- 3.4 You acknowledge that:
  - (a) the Data may be derived from or based on Open Data licensed to you under an open licence and that the use of the Open Data is governed by the terms of that open licence;
  - (b) notwithstanding any other provision of this Licence Agreement, to the extent that any such Open Data subsists in the Data, it is licensed directly to you under an open licence and is not licensed or sub-licensable under this Licence Agreement; and
  - (c) information about any such Open Data and its open licence terms is set out in the [Geoscape Copyright Notice and Disclaimer](#).

## **4 Source data providers**

- 4.1 You acknowledge and agree that:
  - (a) the Data may include, be derived from or based on source data from third party providers;
  - (b) our source data providers have not provided any representations or warranties about the accuracy or completeness of their source data or the Data, or their fitness for any particular purpose; and
  - (c) our source data providers may rely on the disclaimers and acknowledgements set out in your agreement with AURIN to the extent that they relate to their source data; and
  - (d) our source data providers will not be liable to you for any error or inaccuracy in, or incompleteness of, the source data or Data, or for any use or misuse of the Data by you.

## **5 Indemnity**

- 5.1 You agree to indemnify us from and against all Claims and Losses we reasonably incur as a direct or indirect result of any breach of terms of this Licence Agreement.
- 5.2 We have a duty to mitigate any Loss that would otherwise be recoverable from you by taking appropriate and commercially reasonable steps to reduce or limit the amount of such Losses.
- 5.3 Your liability to indemnify us will be reduced proportionally to the extent that any negligent act or omission of ours contributed to the Loss.

## **6 Definitions**

**Claim** means any claim, demand, suit, action or proceeding whether arising under contract (including under this agreement), in tort (including negligence), at common law, in equity, under statute, indemnity or otherwise.

**Geoscape Copyright Notice and Disclaimer** means the webpage available at <https://geoscape.com.au/legal/data-copyright-and-disclaimer/> which sets out the copyright and disclaimer information for the Data, as updated by us from time to time.

**Derived Material** means any product, service, output or other material that is created or developed using our Data, which may or may not contain some Data, and includes any product, service, output or other material that is created or developed using Derived Material. For example, any output that is created using our Data is Derived Material, and so is any secondary output that is created from that first output.

**Embedded Access** means access that does not allow our Data (or any accompanying tables, metadata or other content) to be altered, extracted, downloaded, scraped or otherwise harvested.

**Intellectual Property Rights** means any and all intellectual and industrial property rights anywhere in the world including but not limited to the rights comprised in any copyright (including database rights), confidential information (including Confidential Information) and trade secrets, know-how and processes.

**Loss** means any loss, liability, cost (including all legal costs, and any other associated fees and costs), expense, damage, charge, penalty, outgoing or payment however arising, whether present, unascertained, immediate, future or contingent.

**Open Data** means any data subject to an open licence and includes the data described in the Geoscape Data Copyright and Disclaimer as being open data.