

Licence Agreement

Licence Number: NF2006 - ____

Parties: FOOD STANDARDS AUSTRALIA NEW ZEALAND of 55 Blackall Street,
Barton, 2600 (“FSANZ”)

**THE PERSON OR ENTITY WHOSE NAME AND ADDRESS ARE SET OUT
IN ITEM 1 OF THE SCHEDULE (“Licensee”)**

1 Definitions and Interpretation

1.1 The following words have these meanings in this agreement unless the contrary intention appears:

Agreement means this Agreement and includes the Schedule.

Commercial Product, in relation to the Copyright Material, means any copy of the Copyright Material or any version of, merged form of, or other material created from or based on, the Copyright Material, whether or not amounting to a reproduction of the Commercial Product within the meaning of the Copyright Act 1968.

Copyright Material means the material listed in item 3 of the Schedule.

Copyright Notice means the notice detailed in item 6 of the Schedule.

Intellectual Property includes all copyright and neighboring rights, all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how), and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

Licence means the Licence granted under clause 2.

1.2 In this Agreement unless the contrary intention appears:

- (a) The singular includes the plural and vice versa;
- (b) Headings are inserted for convenience and do not affect the interpretation of this Agreement.

2 Licence

2.1 FSANZ grants the Licensee a non-transferable, non-exclusive worldwide Licence for the Copyright Material listed in item 3 of the Schedule and entitles the Licensee to reproduce and to distribute the Copyright Material or any Commercial Product to third parties in consideration that the Licensee:

- (a) Incorporates the Copyright Notice in an introductory screen of any electronic Commercial Product, or title page for hardcopy Commercial Products;

- (b) Does not use the name, logo or trademark of the Commonwealth of Australia or FSANZ in conjunction with any Commercial Product, except in a Copyright Notice included under subparagraph (a), or otherwise with the prior written consent of FSANZ;
- (c) Attaches to the Commercial Product the FSANZ statement on data limitations in the Commercial Product detailed in item 5 of the Schedule;
- (d) Indemnifies FSANZ in accordance with clause 7;
- (e) Reproduces the Copyright Material presented in the food composition tables and does not alter any of the Data Points without first obtaining written permission from FSANZ;
- (f) Takes all reasonable measures to prevent unauthorised access to and corruption of the Copyright Material; and
- (g) Forwards two copies of each Commercial Product to the FSANZ Food Composition Program at no cost.

2.2 FSANZ warrants that it is authorized to grant this Licence for the Copyright Material.

3 Term

The Term of this Agreement commences on the date it has been signed by both parties and expires on the completion date listed at item 4 of the Schedule unless terminated earlier in accordance with this Agreement.

4 Intellectual Property Rights

This Licence does not transfer ownership of any Intellectual Property in the Copyright Material, whether used in the Commercial Product or not.

5 Disclaimer

To the maximum extent permitted by applicable legislation, any conditions or warranties imposed by law are hereby excluded. Insofar as liability under any legislation may not be excluded, such liability is limited to replacement of the Copyright Material or correction of defects in the Copyright Material, at the option of FSANZ. In no event must FSANZ be liable for any loss, damage or injury whatsoever (including indirect or consequential loss, damage or injury, loss of profits, business interruption, or other pecuniary loss) arising out of the use or inability to use the Copyright Material.

6 Termination

- 7.1 FSANZ or the Licensee may terminate this Agreement giving 1 months written notice.
- 7.2 No damages or compensation is payable to or from either party for termination.

7 Indemnity

- 7.1 The Licensee will indemnify FSANZ against all liability, loss, costs and expenses (including but not limited to legal costs) incurred by FSANZ arising out of any reproduction of the

Copyright Material by the Licensee, or under any arrangement made in accordance with this Agreement.

- 7.2 Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this Agreement.
- 7.3 It is not necessary for FSANZ to incur expense or make payment before enforcing a right of indemnity conferred by this Agreement.

8 Waiver

- 8.1 A waiver of any provision in this Agreement must be in writing.
- 8.2 No waiver of a term or condition of this Agreement shall operate as a waiver of another breach of the same or of any other term or condition contained in this Agreement.
- 8.3 If a party does not exercise (or delays in exercising) any of its rights, that failure or delay does not operate as a waiver of those rights.
- 8.4 A single or partial exercise by a party of any of its rights does not prevent the further exercise of any right.

9 General

- 9.1 This Agreement records the entire agreement between the parties in relation to its subject matter.
- 9.2 Any reading down or severance of a particular provision does not affect the other provisions of this Agreement.
- 9.3 No variation of this Agreement is binding unless it is agreed in writing between the parties.
- 9.4 The laws of the Australian Capital Territory apply to this agreement, and the parties submit to the jurisdiction of the Courts of the Australian Capital Territory.

EXECUTED as an agreement

<p>SIGNED by</p> <p>for and on behalf of FSANZ:</p> <p>.....</p> <p>Signature of authorised person</p> <p>.....</p> <p><u>Name (block letters)</u></p> <p>.....</p> <p>Office held</p> <p>.....</p> <p>Signature of witness</p> <p>.....</p> <p>Name of witness (block letters)</p> <p>.....</p> <p>Dated</p>	<p>SIGNED by</p> <p>for and on behalf of the person or entity listed at Item 1 of the Schedule:</p> <p>.....</p> <p>Signature of authorised person</p> <p>.....</p> <p><u>Name (block letters)</u></p> <p>.....</p> <p>Office held</p> <p>.....</p> <p>Signature of witness</p> <p>.....</p> <p>Name of witness (block letters)</p> <p>.....</p> <p>Dated</p>
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Schedule

Item 1: Licensee's Details for Notices

Name:

Address:

ABN:

Item 2: FSANZ Details for Notices (to be completed by FSANZ)

Name:

Address:

ABN:

Item 3: Copyright Material

Name of Publication: (e.g. AUSNUT99, AUSNUT Special Edition, NUTTAB95, Supplement to NUTTAB95, NUTTAB 06)

Item 4: Completion Date (to be completed by FSANZ)

Item 5: Statement on data limitations

FSANZ alerts you to the inherent limitations of these data. Food composition data are average values obtained from a particular sample of foods, determined at a particular time. The nutrient composition of foods can vary substantially over different batches, and between brands because of a number of factors including changes in season, processing practices and ingredient source (including country of origin). Data generated for Australian foods may not be appropriate for use in other countries.

Item 6: Copyright Notice

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