This is an agreement between you and **KGM & Associates Pty Ltd**, ACN 156 385 018 (referrer to hereafter as KGMA) address 22/86-88 Bream Street, Coogee NSW 2034 Australia to access to KGMA’s proprietary EORA database (as defined below) for academic, non-commercial purposes.

This Agreement has been executed electronically, without either party’s physical signature. The Licensee’s signatory warrants that it has the binding authority of its academic institution to enter into this Agreement and to legally bind the institution.

By downloading and utilising the Licensed Data, the Licensee agrees to be bound by the terms of this Agreement. If the Licensee does not agree to any of the terms set out herein, it must not access or use the Licensed Data.

**NOTE**: You must not use this data for any purpose other than what has been defined as “academic use” in the section ‘What is Academic Use’ at the Eora website. If your use contravenes the definition of academic use, you must immediately cease utilising the Licensed Data and procure a commercial license from KGMA.

**BACKGROUND**

A. KGMA is the owner of the Licensed Data.

B. The Licensee wishes to obtain a licence to use the Licensed Data in the Territory for the Permitted Purpose.

C. KGMA agrees to grant a licence to the Licensee to use the Licensed Data for the Permitted Purpose in the Territory in accordance with the terms of this Agreement.

**AGREED TERMS**

**1 Term and Commencement**

Clause summary: This contract will end either after 12 months, or when your relevant academic research or project ends.

1.1 This Agreement commences on the Commencement Date, and shall, unless otherwise terminated in accordance with its terms, continue for the latter period of (a) 12 months; or (b) the duration of the relevant academic work or research to which this Agreement relates.

**2 Licence**

Clause summary: You may use the EORA data for academic, non-commercial purposes. You may not give the data to anyone else, and you must never use it for:

- work relating to modern slavery anywhere in the world,
- social corporate governance and related issues anywhere in the world,
the application of sustainability issues related to carbon emissions, land use and water in the Australian market.

2.1 Subject to clause 2.2, KGMA grants to the Licensee a non-transferrable, non-exclusive, personal, limited, revocable and non-sublicensable licence to use the Licensed Data for the Permitted Purpose.

2.2 The Licensee must not:
(a) grant, or purport to grant, to any third party a licence, sub-license or any other right to the Licensed Data;
(b) use the Licensed Data for any purpose other than the Permitted Purpose, unless you have obtained our prior written consent (which KGMA may withhold its absolute discretion); and
(c) use the Licensed Data other than strictly in accordance with the terms of this Agreement.

3 Licensee obligations
3.1 General obligations
Clause summary: This data belongs to KGM. Attribute us if you use it as a source in publications, let us know if you are approached by third parties to use the data and keep your password and our system secure.

The Licensee must:
(a) attribute KGMA as a source of data in any publications in which the Licensed Data is cited;
(b) notify KGMA if it is approached by a third party who wishes to obtain a licence to use the Licensed IP;
(c) keep its login and password details to the KGMA web portal safe and secure, and not provide such details to any third party; and
(d) not introduce any virus, malware, trojan or analogous harmful code into the KGMA web portal, or attempt to download or access any portion of the website beyond what is provided under this Agreement.

4 Acknowledgements
Clause summary: KGM may take steps to protect its data, including court action.

The Licensee acknowledges:
(a) KGMA owns the full right, title and interest in the Licensed Data (including all Intellectual Property Rights contained therein);
(b) KGMA may supervise the Licensee’s use of the Licensed Data in order to protect its interest in the Licensed Data;
(c) the Licensee is responsible for Licensee’s Personnel, and must ensure that they comply with the terms of this Agreement;
(d) KGMA may, without having to prove any actual damage, take any action or seek any remedy including but not limited to seeking an injunction in relation to any actual or threatened breach of this Agreement by the Licensee;
5 **Licence Fee**

| Clause summary: As former academics, KGMA supports academic work. We don’t charge you a licence fee to use the EORA data. |

5.1 In order to support academic research, no fee is payable to KGMA in consideration of the licence granted herein.

6 **Confidentiality**

| Clause summary: This license permits you to use Eora. You must not share or further redistribute Eora, or any other confidential information belonging to KGMA. |

6.1 Confidential Information may only be used for purposes of performing its obligations and exercising its rights under this Agreement, and for no other purpose.

6.2 The Licensee must not disclose or permit the disclosure of the Confidential Information to any person unless:

(a) the disclosure is to a member of the Licensee’s Personnel who requires the Confidential Information for the purpose of performing the Licensee’s obligations under this Agreement, is aware of the Licensee’s obligations under this clause 6 and has agreed to comply with the Licensee’s obligations under this clause 6 as if the person was a party to this Agreement;

(b) the disclosure is in accordance with KGMA’s specific and prior written consent;

(c) the information is in, or comes into, the public domain other than as a result of a breach of this clause 6 or any agreement required under clause 6.2(a);

(d) the information was previously in the Licensee’s possession, or is provided to the Licensee by a third party, without being subject to any confidentiality obligations; or

(e) the disclosure is required by any Relevant Law.

6.3 If the Licensee, or any member of the Licensee’s Personnel, is required to disclose any Confidential Information in accordance with clause 6.2(e), the Licensee will:

(a) immediately, and to the extent possible prior to the disclosure of the Confidential Information, inform KGMA of the requirement of the Relevant Law; and

(b) disclose only the minimum amount of the Confidential Information required to comply with the Relevant Law.

6.4 KGMA may inform the Licensee that KGMA wishes to contest the requirement to disclose the Confidential Information contemplated in clause 6.3. The Licensee must, on receipt of such notice, take such action as reasonably required by KGMA to contest the requirement (providing that KGMA indemnifies the Licensee in relation to such costs associated with such action).

6.5 The Licensee must not make any copies of the Confidential Information other than is strictly necessary for the purposes of complying with the Licensee’s obligations under this Agreement.

6.6 The Licensee must take all reasonable steps to keep the Confidential Information secure including but not limited to by exercising the security measures and degree
of care no less than the Licensee applies to the Licensee’s own confidential or proprietary information.

6.7 The Licensee will provide immediate written notice to KGMA if the Licensee becomes aware of any actual or threatened use or disclosure of the Confidential Information that is not permitted under this Agreement and will provide all reasonable assistance to KGMA to prevent such use or disclosure.

6.8 The Licensee acknowledges:
   (a) the value of the Confidential Information is such that an award of damages or an account of profits might not be an adequate remedy for a breach of this clause 6; and
   (b) KGMA may, without having to prove any actual damage, take any action or seek any remedy including but not limited to seeking an injunction in relation to any actual or threatened breach of this clause 6.

6.9 Nothing in this clause 6 prevents the Licensee from publishing limited extracts of the Licensed Data, or research results based on the Licensed Data, in academic journals and publications, provided KGMA is acknowledged as a source of the data.

7 Intellectual Property Rights

| Clause summary: You are being granted a license to use the Eora data. No other IP rights change. |

7.1 KGMA owns and retains all Intellectual Property Rights in the Licensed Data. Except for the rights and licenses expressly granted in this Agreement, no other rights are granted by KGMA, and all other rights are expressly reserved.

7.2 As between the Parties, the Licensee owns and shall retain all Intellectual Property Rights in and to any derivative works of the Licensed Data created by or on behalf of Licensee, provided they are created in accordance with the Permitted Purpose.

8 Warranties

| You warrant that you are entitled to enter into this Agreement, and you have been truthful in your correspondence with KGMA. |

8.1 The Licensee represents and warrants to KGMA that:
   (a) the Licensee lawful right and authority to enter into this Agreement;
   (b) any information provided by the Licensee to KGMA prior to the execution of this Agreement was, and remains at the date of the execution of this Agreement, true and correct.

8.2 The Licensee acknowledges that KGMA has granted the licence set out in clause 2 to the Licensee in reliance on the representations and warranties set out in this clause 8.

9 Indemnity and liability

| Clause summary: This is an important clause. You are responsible for complying with this agreement, and KGMA may take action against you for non-compliance, including recovering money. |
KGMA uses care in preparing the data but accepts no liability for it. It is provided “as-is, where-is”.

9.1 To the maximum extent permitted by law, the Licensee agrees to defend, indemnify and hold KGMA, each member of KGMA’s Personnel, and each Affiliate of KGMA (collectively, the Indemnified) harmless from and against any Liability, Costs or Claim that may be brought against the Indemnified or which the Indemnified may pay, sustain or incur as a direct or indirect result of or arising out of:

(a) infringement of the Licensed Data by the Licensee or the Licensee’s Personnel;
(b) breach of this Agreement or any law by the Licensee or the Licensee’s Personnel;
(c) infringement of the Intellectual Property Rights of a third party by the Licensee or the Licensee’s Personnel; or
(d) disclosure of any Confidential Information by the Licensee or the Licensee’s Personnel.

9.2 The Licensed Data is provided “as-is”. KGMA makes no warranty, guarantee of representation regarding the accuracy, currency or completeness of the Licensed Data, or the availability of the EORA database;

9.3 To the maximum extent permitted by law, KGMA will not be liable to the Licensee or anyone else for all Consequential Loss arising out of, relating to or connected to the provision or use of, the Licensed Data, whether or not in the reasonable contemplation of the parties at the time of execution of this Agreement.

9.4 Under no circumstances will KGMA’s aggregate liability under this Agreement, whether based upon warranty, contract, statute, tort (including negligence) or otherwise, exceed one Australian Dollar.

10 Termination and expiry

Clause summary: Either party can terminate this agreement. However if KGMA terminates because you materially breach the agreement, you must delete/destroy the Licensed Data and cease using it.

10.1 Either party may terminate this Agreement at any time for any reason or no reason by providing sixty days’ notice in writing to the other party.

10.2 KGMA may terminate this Agreement immediately if the Licensee materially breaches the conditions of the license set out in this Agreement.

10.3 Upon the expiration or earlier termination of this Agreement pursuant to clause 10.1, all rights and licenses under this Agreement shall automatically cease, except that Licensee’s license under clause 2 shall continue in perpetuity with respect to Licensed Data provided prior to the effective date of termination, and subject to the restrictions set out in this Agreement.

10.4 If KGMA terminates this Agreement pursuant to clause 10.2 due to the Licensee’s breach of this Agreement, the Licensee must cease using the Licensed Data, destroy all copies of it (other than as required to retain by law) and all licences granted to the Licensee under this Agreement will automatically terminate.
11 Survival
11.1 The provisions of clauses 2, 3, 4, 6, 7, 8, 9, 11 and 12 survive the termination or expiry of this Agreement.

12 Disputes
Clause summary: We must attempt to mediate any disputes (other than for seeking interlocutory or interim relief) before taking any court action.

12.1 A party must not start court proceedings (except proceedings seeking interlocutory or interim relief) in respect of a dispute arising out of this agreement (Dispute) unless it has attempted to resolve the Dispute by mediation through the Australian Disputes Centre (ADC).

13 General
Clause summary: This clause contains general legal terms that govern the contractual relationship.

13.1 All notices given under this Agreement must be in writing and sent in a manner that is safe and certain of receipt.

13.2 Neither party may assign its rights or obligations under this Agreement, except that KGMA may assign, sell or transfer its rights or obligations under this Agreement to an Affiliate of KGMA or bona fide third-party purchaser of KGMA’s business.

13.3 Except as otherwise permitted under this Agreement or with the written consent of KGMA, the Licensee will not make any public announcement or representations about the Licensed Data or this Agreement.

13.4 If any provision, or the application of any provision, of this Agreement is prohibited, invalid, void, illegal or unenforceable, the provision or part will only be ineffective to the extent of the prohibition, invalidity, voidness, or illegality, and the provision or part will be severed and will not affect the validity or enforceability of the remaining provisions or parts of this Agreement.

13.5 This Agreement, and all documents referred to therein, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

13.6 Any failure, delay, forbearance or indulgence by a party in an exercise, or partial exercise, of a right arising under this Agreement will not result in a waiver of that right or prejudice or restrict the rights of the party.

13.7 Any variation of, or amendments to, any terms of this Agreement must be in writing and signed by both parties.

13.8 This Agreement does not create any partnership, joint venture, franchise, agency or relationship of employment between the parties.

13.9 This Agreement will be governed by the laws of New South Wales, Australia and the parties irrevocably submit to the exclusive jurisdiction of the courts of that state.

14 Definitions and interpretation
Clause summary: Terms that capitalised in this Agreement are defined in this clause.
14.1 In this Agreement:

**Affiliate** means in relation to any party, a person which, directly or indirectly, (i) is Controlled by that party; or (ii) Controls that party; or (iii) is Controlled by a person referred to in (ii) above, and for this purpose **Control** means the power of a person to secure (whether by the holding of shares, possession of voting rights or by virtue of any powers conferred by articles of association, constitution, partnership agreement or other document regulating such person) that the affairs of another are conducted in accordance with its wishes.

**Claim** means any actual, contingent, present or future claim, demand, action, suit or proceeding for any Liability, restitution, equitable compensation, account, injunctive relief, specific performance or any other remedy of whatever nature and however arising, whether direct or indirect, and whether in contract, tort (including but not limited to negligence) equity, common law or otherwise.

**Commencement Date** means the date on which the Licensee agreed to the terms of this Agreement or accesses the data, whichever is earlier.

**Consequential Loss** means the following:

(a) direct, indirect, consequential, incidental, special, remote or unforeseeable loss, damage, cost or expense;

(b) loss of revenue, profit, income, bargain, opportunity, use, production, customers, business, contract, goodwill, or anticipated savings, loss caused by business interruption, or the cost of obtaining new financing or maintaining existing financing, loss of or corruption to data, loss of use of data;

(c) costs or expenses incurred to prevent or reduce loss or damage which otherwise may be incurred or suffered by a third party; or

(d) loss or damage of the nature set out above in clauses (a) to (c) (inclusive) that is incurred or suffered by or to a third party.

**Cost** means any cost, charge, expense, outgoing, payment or other expenditure of any nature and where appropriate includes fees and disbursements payable to the contractors and consultants and lawyers (on a solicitor and own client basis or full indemnity basis, whichever is the greater).

**Excluded Purpose** means using the Licensed Data for any of the following purposes:

(a) any form of commercialisation;

(b) the application of the Modern Slavery Act 2018 (Cth) (Modern Slavery Act), including any subsequent legislation;

(c) the application of any similar regulation and/or legislation dealing with the same or similar issues addressed in the Modern Slavery Act globally;

(d) the provision of advice, professional services and/or services in relation to social corporate governance and related issues; and

(e) the application of sustainability issues related to carbon emissions, land use and water within the Australian market.; and

(f) any other purpose that is not a Permitted Purpose.

**Intellectual Property Rights** means any present or future rights conferred by statute, common law or equity in any part of the world in relation to any confidential information, copyright, trade marks, service marks, designs, patents, circuit layouts, plant varieties, business names, domain names, inventions, trade secrets or other results of intellectual activity in any industrial, commercial, scientific, literary or artistic fields whether or not registered or registrable and includes any rights to protect or apply for the registration, renewal or extension of such rights.
**KGMA, us or our** means KGM & Associates Pty Ltd and where the context permits, includes our Affiliates and Personnel.

**Liability** means any loss, liability, cost, payment, damages, debt, expense or fee (including but not limited to reasonable legal fees).

**Licensed Data** means the data contained in the EORA database and provided by KGMA to the Licensee.

**Licensee, you or your** means the party accessing the Licensed Data.

**Permitted Purpose** means the use of the Licensed Data for academic research purposes only, but excluding the Excluded Purpose.

**Personnel** means any employee, servant, contractor, subcontractor, agent, partner, director or officer of a party.

**14.2 Interpretation**

In this Agreement:

(a) The headings will not affect interpretation of this Agreement.

(b) The “Clause summary” in text boxes is for information purposes only and not a legally binding part of this Agreement.

(c) A rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Agreement or any part of this Agreement.