



## **Commercial Data Use Licence**

between

**Mekong River Commission Secretariat**

and

\_\_\_\_\_ (Licensee)

No: \_\_\_\_\_

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**THIS Licence** dated this \_\_\_\_\_ day of \_\_\_\_\_ 200\_  
and terminated on \_\_\_\_\_ of \_\_\_\_\_

**BETWEEN:** Mekong River Commission Secretariat  
P.O. Box 6101  
184 Fa Ngum Rd., Sikhottabong District  
Vientiane, Lao PDR (‘‘the Licensor’’)

**AND:** Name: \_\_\_\_\_ of \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_ (‘‘Licensee’’)

**Whereas:**

- A The Mekong River Commission Secretariat (Hereinafter called MRCS) has been granted the rights derived from the MRC Procedures for Data and Information Sharing and Exchange of 01 November 2001 to issue this licence for the licensed data and information.**
- B The Licensee desires to obtain a licence from the MRCS to use the licensed data and information.**
- C The MRCS is prepared to grant a non-exclusive, non-transferable licence to the Licensee, to use the licensed data and information for the purposes specified in the Present Licence but subject to the terms and conditions set out below.**

**IT IS AGREED:**

**1 INTERPRETATION**

1.1 In the Present Licence, unless the contrary intention appears or the context as interpreted:

- (1) **Scope of the Licence** includes the whole text and all Schedules.
- (2) **Commencement Date** means the date of this Present licence shown at the top of this page.
- (3) **Consultant** means any consultant, contractor or business partner of the Licensee engaged by the Licensee.
- (4) **Licensee** means any corporation, organisation or person who receives or accesses for payment or otherwise Licensed Data and Information for its own use and not for resale.
- (5) **Intellectual Property Rights** means all copyright, patent application rights, patent rights, design rights, database rights, trademark rights (whether registered or unregistered), trade secrets and confidential information, all know-how, and all other rights of intellectual property.
- (6) **Licensed Data and Information** means the data and information that are identified in Schedule A at the date of delivery, and includes any revision, updates or reissue provided by the MRCS during the term of the Present Licence. It includes the data that has been reformatted or converted onto different media or translated into another format and any products that derived from the data.
- (7) .

- 1.2 A reference to the singular shall include the plural and vice versa, each reference to the male gender refers to all other genders, and each reference to a person shall include reference to a body corporate or where applicable an unincorporated association.
- 1.3 Any monetary terms in this Present licence shall be in US dollar.
- 1.4 A reference to a paragraph, schedule or attachment is a reference to a clause, schedule or attachment to the Present Licence.
- 1.5 A reference in the Present Licence to a Schedule shall be read as including a reference to that Schedule as amended or substituted from time to time by written agreement between the parties.
- 1.6 Headings used in the Present Licence are for convenience and ease of reference only, are not part of the Present Licence and shall not be relevant to or affect the meaning or interpretation of the Present Licence or any part of it.
- 1.7 Reference to statutes, regulations, ordinances or by-laws shall be deemed to extend to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing the same.

## **2 PREVIOUS LICENCE**

- 2.1 The Present Licence supersedes and terminates all previous Licences (if any) between the parties concerning the use by the Licensee of the Licensed Data and Information.

## **3 LICENCE**

- 3.1 Subject to the Licensee paying the fees specified in Schedule B and the execution of the Present Licence, the MRCS grants the Licence to the Licensee, to use the Licensed Data and Information for the purposes set out in the Present Licence.
- 3.2 Unless this Licence is terminated under clause 17, the Licensee is permitted to retain the Licensed Data and Information in its possession at the expiration of the term of the Present Licence.

## **4 TERM OF LICENCE**

- 4.1 The license granted under the Present Licence shall take effect on and from the Commencement Date and Termination Date.
- 4.2 The Licensee's obligation under the Present Licence remains as long as the Licensee still use the Licensed Data and Information.

## **5 CONTINUATION OF LICENCE**

- 5.1 The Licensee (except for those End Users of one-off supply) may apply to the Licensor to continue the Licence at the completion of the term in paragraph 4.1 above, for a further term of three (3) years.
- 5.2 An application to continue the Licence is to be made not earlier than six (6) months and not later than three (3) months prior to the end of the current licence term.
- 5.3 The Licensor may approve an application referred to in clause 5.2 if the Licensee:
  - (1) has made full and prompt payments of all fees due;
  - (2) has not been in breach of the Present licence or if a breach that occurred has been remedied in accordance with the Present licence;
  - (3) has applied to renew in accordance with clause 5.2; and,
  - (4) agrees to be bound by any amendments or additions to the terms and conditions of this Present licence as the Licensor may request at the time of the application.
- 5.4 Following approval of the application for continuation the new Licence shall:
  - (1) commence immediately upon the expiration of this Present licence; and,
  - (2) be subject to the fees which will be determined by the Licensor and applied at that time.

**6 FEES**

6.1 The Licensee shall pay to the Licensor the relevant fees specified in Schedule B.

**7 STATUS OF LICENSEE**

7.1 The Licensee shall not:

- (1) represent itself or allow itself to be represented as a partner, employee or agent of the Licensor; nor,
- (2) by virtue of this Present licence be or become a partner, employee or agent of the Licensor.

7.2 The Licensee acknowledges that it does not have the power or authority, directly or indirectly or through its servants or agents, to bind the Licensor to any agreement with a customer or other third party or otherwise to contract, negotiate or enter into a binding relationship for or on behalf of the Licensor, or make any representation on behalf of the Licensor.

**8 DELIVERY**

8.1 The Licensed Data will be made available to the Licensee as soon as is practical after receipt of payment of the necessary fees and execution of this Present licence.

**9 OWNERSHIP**

9.1 This Present licence does not confer on the Licensee any rights of ownership in the Licensed Data and all Intellectual Property Rights including copyright in the Licensed Data (and all copies of the Licensed Data) are unaffected by this Present licence regardless of whether the Licensed Data has been reformatted or converted onto different media.

**10 PERMITTED USE**

10.1 Copying of Licensed Data

The Licensee shall be permitted to make only copies of the Licensed Data for the purpose of this Present licence and for purposes of data security and recovery.

10.2 Value-adding of Licensed Data

The Licensee shall be permitted to combine the Licensed Data with other data owned by or licensed to the End User to create Licensed Data Products for internal use and not for resale, provided that nothing will derogate from the ownership of the Licensed Data.

10.3 Privacy

The Licensee shall not use Licensed Data and Information with the intention of encroaching upon the privacy of an individual or company or other organization.

10.4 Restrictions on Distribution

The Licensee may not reproduce, repackage or on-supply Licensed Data and Information in any manner whatsoever other than Hardcopy Products distributed at no charge and not in association with any other paid service or product.

10.5 Use of Consultants

- (1) The Licensee shall be permitted to provide Licensed Data and Information to Consultants engaged by the Licensee for a specific project requiring use of the Licensed Data and Information where the Consultants receive no benefit from use of the Licensed Data and Information save the fee paid by the Licensee provided that the Consultant has entered into a written licence agreement with the Licensee which incorporates the Standard Terms set out in Schedule E.

10.6 Copyright Notice and Disclaimer

- (1) The Licensee agrees that all copies of the Licensed Data made pursuant to paragraph 10 shall display the Licensor's copyright notice in the form specified in paragraph 1.1(a) of Schedule D, or a form as directed in writing by the Licensor.
- (2) The Licensee must ensure that all Licensed Data and Information produced by the Licensee shall display a disclaimer as specified in paragraph 2 of Schedule D.

#### 10.7 Strict Enforcement

Failure of the Licensee to strictly enforce the terms and conditions specified in paragraph 10 is deemed to be a breach of an essential term of this Present licence and the Licensor shall be at liberty to terminate this Present licence pursuant to clause 17.1(1) of this Present licence.

### 11 CONFIDENTIALITY

- 11.1 The Licensee agrees that the Licensed Data is the valuable commercial information of the Licensor.
- 11.2 The Licensee agrees to provide access to the Licensed Data to only such of its employees, servants and Consultants who need such access for the purpose of the End User exercising its rights under this Present licence.
- 11.3 The Licensee shall take all reasonable steps to maintain and safeguard the security of the Licensed Data. The Licensee shall further ensure that its employees, servants and Consultants maintain the security of the Licensed Data and use this Data solely for the purposes permitted under this Present licence.

### 12 WARRANTY

- 12.1 The Licensor warrants that it has the full right, power and authority to grant to the Licensee all rights, which are conferred upon the Licensee under this Present licence.
- 12.2 Except to the extent that statutory warranties may not be excluded and subject to the warranties contained in the provisions of this paragraph, all warranties express or implied as to quality, suitability, and fitness for purpose or otherwise are excluded.

### 13 LIMITATION OF LIABILITY

- 13.1 The Licensor does not warrant that the Licensed Data is error free, accurate, reliable, complete or suitable for any particular purpose and disclaims all responsibility and all liability (including without limitation, liability in negligence) for all expenses, losses, damages (including indirect or consequential damage) and costs which the Licensee might incur as a result of the Licensed Data being inaccurate or incomplete in any way and for any reason.
- 13.2 Except as expressly provided to the contrary in this Present licence, the Licensor shall not be under any liability to the Licensee and the Licensee hereby releases and discharges the Licensor from any claim, action or proceedings in respect of any loss or damage (including consequential loss or damage) however caused, which may be suffered or incurred or which may arise directly or indirectly in respect of:
  - (1) the supply of the Licensed Data pursuant to this Present licence or the failure or omission on the part of the Licensor to comply with its obligations under this Present licence; and/or
  - (2) any data supplied by the Licensee as part of a Licensed Data and Information.

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- 13.3 Except as expressly provided to the contrary in this Present licence, all warranties, whether express, implied, statutory or otherwise, relating in any way to the subject matter of this Present licence or to this Present licence generally, are excluded. Where any Act of Parliament implies in this Present licence any term, and that Act avoids or prohibits provisions in a contract excluding or modifying the application of or exercise of or liability under such term, such term shall be deemed to be included in this Present licence. However, the liability of the Licensor for any breach of such term shall, if permitted by that Act be limited, at the option of the Licensor, to the replacement of the Licensed Data.
- 13.4 The Licensee warrants that it has not relied on any representation made by the Licensor, which has not been stated expressly in this Present licence, nor has it relied upon any descriptions or illustrations or specifications contained in any document including any catalogues or publicity material produced by the Licensor and not expressly referenced in Schedule A.
- 13.5 In respect of the release and discharge referred to in paragraph 13.2, it is agreed by the Licensee that the Licensor may plead such release or discharge as a bar to any claim, action or proceeding brought by the Licensee against the Licensor in respect of any matters referred to in paragraph 13.2.

#### **14 INDEMNITY**

- 14.1 The Licensee shall indemnify the Licensor, and shall keep the Licensor indemnified against any loss, costs, expenses, damages and liability of any kind which the Licensor may sustain or incur:
- (1) arising directly or indirectly from any claim relating to any Licensed Data and Information made or permitted to be made by the Licensee, or relating to any derivative data produced by or on behalf of the Licensee which incorporates the Licensed Data; or
  - (2) which the Licensor would not have suffered or incurred but for the Licensee's breach of this Present licence, negligence, or other wrongful act or omission.
- 14.2 Without limiting the foregoing, the Licensee shall indemnify the Licensor against any loss, costs, expenses, damages and liability which the Licensor may sustain or incur as a result of any person's reliance on the Licensed Data whether or not any such reliance is notified to the Licensor by the Licensee.

#### **15 OBLIGATIONS OF THE END USER**

- 15.1 The Licensee shall remit to the Licensor all fees payable to the Licensor, in accordance with the provisions of Schedule B.
- 15.2 The Licensee shall notify the Licensor immediately if the Licensee becomes aware of any unauthorised use of the whole or part of any Licensed Data and Information.
- 15.3 The Licensee shall use its best efforts to promote the Licensed Data, products and services generated from the Licensed Data, and the good name of the Licensor.
- 15.4 The Licensee shall use its best efforts to promptly bring to the attention of the Licensor any unethical or dishonest dealings in relation to the marketing or support of Licensed Data or Licensed Data Products which the Licensee may discover and considers would be relevant to the use and distribution of the Licensed Data.
- 15.5 The Licensee shall give the Licensor such assistance and co-operation as it reasonably requires in connection with the operation of this Present licence.
- 15.6 The Licensee shall ensure that it does not corrupt or introduce any errors into, the Licensed Data.

#### **16 PROPER RECORDS AND RIGHT TO INSPECT**

- 16.1 In the event of termination of this Present licence pursuant to clause 17.1, the Licensor has a right upon the giving of one (1) days written notice to the Licensee, to inspection and copy at its expense of all records held by the Licensee in respect of this Present licence.

**17 TERMINATION**

17.1 Without limiting the generality of any other clause in this Present licence, the Licensor may terminate this Present licence immediately by notice in writing if:

- (1) the Licensee fails to perform any of its obligations or responsibilities under this Present licence;
- (2) default is made by the Licensee in payment of the Annual Access Fee and such default is not remedied within thirty (30) days after written notice specifying such default and requiring the Licensee to remedy the same has been given by the Licensor to the Licensee;
- (3) an order is made or a resolution is passed for the winding up or the dissolution without winding up of the Licensee;
- (4) the Licensee suspends payment of its debts or is unable to pay its debts within the meaning in the Corporations Law;
- (5) a receiver is appointed to the Licensee;
- (6) the Licensee becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration;
- (7) the Licensee is placed under official management or a controller is appointed to investigate the affairs of the Licensee;
- (8) the Licensee, being a partnership, dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving;
- (9) the Licensee, being a natural person, dies; or
- (10) the Licensee ceases or threatens to cease conducting its business in the normal manner.

17.2 Either party giving the other party six (6) months written notice of termination may terminate this Present licence.

17.3 Upon termination of this Present licence for any reason whatsoever:

- (1) All rights granted by the Licensor to the Licensee shall cease immediately, the Licensed Data shall be returned to the Licensor forthwith and all copies shall be erased from all forms of storage by the Licensee and the Licensee shall provide a written certificate to the Licensor specifying either that the Licensed Data has been destroyed, returned or otherwise, as directed by the Licensor within seven (7) days of termination.
- (2) The parties agree that termination of this Present licence by the Licensor shall not derogate from or prejudice any other rights of the Licensor against the Licensee in respect of anything done or omitted to be done by the Licensee under this Present licence.
- (3) The parties agree that upon termination of this Present licence by either party, all moneys paid will be forfeited and moneys owing will be paid within one (1) month of such termination.

**18 WAIVER**

18.1 None of the conditions of this Present licence shall be waived or deemed to be waived, except by notice in writing signed by the party waiving the right.

**19 VARIATION**

19.1 No agreement or understanding that varies or amends this Present licence shall bind either party unless and until agreed to in writing by both parties.

**20 APPLICABLE LAW**

20.1 The parties hereby agree that this Present licence shall be governed by and construed in accordance with the law of the country in which the MRC Secretariat is located and the parties submit to the jurisdiction of the courts of that country.



**21 ENTIRE PRESENT LICENCE**

21.1 This Present licence constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements either oral or written between the parties with respect to the subject matter referred to in this Present licence.

**22 ASSIGNMENT**

22.1 Subject to the terms and conditions of this Present licence, neither this Present licence nor any rights granted hereunder may be assigned or sub-licensed in any manner whatsoever by the Licensee.

**23 FUTURE AMENDMENTS TO MEKONG AGREEMENT AND COMMISSION POLICY**

23.1 The parties acknowledge that future amendments to the Mekong Agreement and to policy decisions and instruments of the Commission may cause limitations or restrictions to be placed upon the Licensor's ability to deliver some of the components of the Licensed Data.

23.2 The Present licence will not be terminated if the amendments place limitations or restrictions upon the Licensor's ability to deliver components of the Licensed Data to the Licensee. The Present licence shall continue so far as it is not in breach of the amendments or exposes either party to a penalty or other sanction.

23.3 In this event the Licensor may at its discretion:

- (1) modify the Licensed Data to conform to limitations or restrictions of disclosure or other limitations imposed by these amendments;
- (2) continue to supply the Licensed Data provided that such provision does not breach the amendments and expose either party to a penalty or other sanction; and
- (3) withhold any component/s that are in breach of the amendments or expose the Licensor to any sanctions.

23.4 The Licensee agrees to comply with any future amendments to the Mekong Agreement and/or Commission policy that imposes restrictions or limitations on the Licensee's use of the Licensed Data, including any restrictions or limitations relating to supply of Licensed Data to any person.

**24 SEVERABILITY**

24.1 If any provision of this Present licence is held invalid, unenforceable or illegal for any reason, this Present licence shall remain otherwise in full force apart from such provisions that shall be deemed deleted.

**25 TIME OF THE ESSENCE**

25.1 Time shall be the essence of this Present licence.

**26 CLAUSES TO SURVIVE TERMINATION**

26.1 The following clauses will survive termination or expiration of this Present licence -

- (1) Paragraph 9 (Ownership); Paragraph 10, (Permitted Use);
- (2) Paragraph 11 (Confidentiality); Paragraph 12 (Warranty);
- (3) Paragraph 13 (Limitation of Liability); Paragraph 14 (Indemnity).

**27 SERVICE OF NOTICES**

27.1 Notices under this Present licence may be delivered by prepaid postage or certified mail, by hand, or by facsimile transmission as follows:

**To the Licensor:**

Chief Executive Officer

Mekong River Commission Secretariat

P.O. Box 6101  
184 Fa Ngum Rd., Sikhottabong District  
Vientiane, Lao PDR (“the Licensor”)

Telephone: (856-21) 263 263                      Facsimile: (856-21) 263 264

**To the Licensee:**

\_\_\_\_\_ (Position)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_ (Address)

Telephone: \_\_\_\_\_                      Facsimile: \_\_\_\_\_

27.2 Notices shall be deemed to be given:

- (1) five (5) days after deposit in the mail with postage prepaid;
- (2) when delivered by hand;
- (3) if sent by facsimile transmission, upon completion of transmission. The parties agree that where notice is given by facsimile the original document shall be sent on the same day as the transmission is sent.

The parties have executed this Present licence as follows:

**LICENSOR:**

SIGNED for and on behalf of )  
The Licensor by )  
 )  
\_\_\_\_\_)  
Title (Print Title)  
 )  
\_\_\_\_\_)  
Name (Print Name)

\_\_\_\_\_) (Signature)      \_\_\_/\_\_\_/\_\_\_ (Date)

a Delegated Officer of the Licensor.

in the presence of: )  
 )  
\_\_\_\_\_)  
Witness (Print Name)

\_\_\_\_\_) (Signature)

**LICENSEE:**

Executed for and on behalf of )  
The Licensee )  
by authority of the Directors )  
 )  
\_\_\_\_\_)  
Title (Print Title) )  
 )  
\_\_\_\_\_)  
Name (Print Name)

\_\_\_\_\_) (Signature)      \_\_\_/\_\_\_/\_\_\_ (Date)

in the presence of )  
 )  
\_\_\_\_\_)  
Witness (Print Name)

\_\_\_\_\_) (Signature)

**SCHEDULE A – Defining the Licensed Data**

**1 Data Specifications**

- 1.1 The Licensed Data consists of the data elements listed as follows:  
*<Describe the data clearly, completely and unambiguously, but do not duplicate information where this exists in product descriptions or in metadata.*  
  
*e.g. “The XYZ Dataset as described in XYZ Product Description Issue #11 dated dd/mm/yyyy”*  
*Where no such documentation exists then list the principal component data items>*
- 1.2 The Licensor may alter the technical specifications (including components) of the Licensed Data during the course of this Present licence in accordance with its business operations and shall provide at least six (6) months notice in writing to the Licensee of each planned alteration.
- 1.3 The Licensed Data will be supplied as specified and in the format defined in these Data Specifications or such other format that the Supplier shall determine from time to time in accordance with clause 1.2 above.
- 1.4 The parties acknowledge that the Licensee has relied upon the representations (set out below) contained in the following documents produced by the Licensor prior to entering into this Present licence:

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(List the documents containing the representations as well as the representations themselves upon which the Licensee has relied. If there are no such documents/representations insert “Nil”.)

- 1.5 Changes in technology or systems may result in future variations to the delivery media. Reasonable notice shall be provided to the Licensee in the event that these alterations may affect the Licensee’s use of the Licensed Data.

**2 Updates or Reissues of the Licensed Data Product**

- 2.1 The Licensor will not supply any updates or reissues to the Licensed Data where the Annual Access Fees are unpaid or in arrears.
- 2.2 Updates or reissues of the Licensed Data will be supplied in the same format as the initial supply of the Licensed Data unless otherwise advised in writing by the Licensee.
- 2.3 The Licensor shall supply updates or reissues at regular intervals commensurate with the level of Access Fee as described in Schedule B.
- 2.4 Data Ordering and Contact Officer Details

**Licensed Data Ordering and Technical Issues**

<Insert officer name and contact details>

**Licensing Issues**

<Insert officer name and contact details>

**SCHEDULE B****ORDER FORM**

&lt;NAME OF DATA SET&gt;

Date: \_\_\_\_\_

The Licensed Data provided under this Present licence will be supplied by the Delivery Media specified and in the Format defined in the Data Specifications in Schedule A of this Present licence or such other format that the Licensor shall determine from time to time.

**TO:****(Licensor Business Unit Name):** \_\_\_\_\_Address of Licensor: \_\_\_\_\_  
\_\_\_\_\_

Licensor Contact Phone No: \_\_\_\_\_

Licensor Contact Fax No: \_\_\_\_\_

Licensor Contact E-mail: \_\_\_\_\_

**REQUESTED BY:****(Licensee Business Unit Name):** \_\_\_\_\_

Responsible Officer ordering the Data: Name: \_\_\_\_\_

Position: \_\_\_\_\_

Contact Phone No: \_\_\_\_\_

Address where Data to be supplied: \_\_\_\_\_  
\_\_\_\_\_

Email Address for supply of data: \_\_\_\_\_

Purchase Order number: \_\_\_\_\_

Please supply the Data listed below under the terms of the Licensee Licence Agreement  
<Agreement No: xxxxxxx>

To be completed by the Licensee:

Dataset	Currency	Format	Media

To be completed by the Licensor

Value exclusive of GST	\$
GST (where applicable)	\$
Price inclusive of GST	\$
Access Fee	\$
Format conversion fee	\$
<b>TOTAL</b>	<b>\$</b>

#### Licensor Contact Officer for Technical Issues

Title

Officer – <Name>

<Name of Licensor>

Telephone: (\_\_\_\_) \_\_\_\_\_

<Name of Business Unit>

Facsimile: (\_\_\_\_) \_\_\_\_\_

<Address 1> \_\_\_\_\_

Email – <\_\_\_\_\_>

<Address 2> \_\_\_\_\_

## SCHEDULE C – FEES PAYABLE

### 1 FEES FOR ONCE-OFF OR ONGOING USE OF DATA

- 1.1 The Licensee shall pay a Fee to the Licensor, in advance, for the once-off or ongoing use of the Licensed Data during the term of this Agreement subject to either paragraph 1.2 or 1.3 below.

Fee	Unit of Measure (e.g. per record/per item/per mb....etc)	Value exclusive of GST	GST	Price inclusive of GST
Access Fee (Onetime/Annual/Quarterly/Monthly)				
Minimum Access Fee (Once off or Annual)				
Translation Fee (per update)				
Data Manipulation Fee (per update)				
Re-issue fee				
Other fee (specify)				

- 1.2 Where the Annual Access Fee calculated from the number of units of measure licensed is less than the Minimum Access Fee, the Licensee shall pay a Minimum Access Fee.
- 1.3 The Licensee shall pay the full Annual Access Fee for the first year of this Agreement upon the signing of this Agreement. In the second and subsequent years of this Agreement the Annual Access Fee shall become due and payable by 1 July of that year.
- 1.4 In the second year of this Agreement the Licensor shall calculate an Annual Access Fee on a pro-rata basis taking into consideration the Commencement Date of this Licence and this component of the year-one payment will be credited to the second year payment.
- 1.5 The Access Fee or Annual Access Fee shall be increased by the amount of the Goods and Services Tax (GST) imposed by the Commonwealth of Australia under the GST Legislation to determine the total amount payable.

### 1 Translation Fees

- 1.1 If the Licensee requires the Licensed Data to be supplied in any format other than that specified by the Licensor, the Licensor will translate the data into the required format for the fee specified in the Table in section 1.1 above. This fee will apply to each and every delivery of Licensed Data that is required to be translated into the Licensee's format.

### 2 Reissue Fees

- 1.1 Should the Licensee request a reissue of the Licensed Data, where loss or damage has occurred through no fault of the Licensor the cost to reissue the Licensed Data may be levied at the fee specified in the Table in section 1.1 above.

**SCHEDULE D - COPYRIGHT IMPRINTS AND DISCLAIMER****1 Pursuant to Clause 10.6 of the Agreement the following imprints will appear on all copies of the Licensed Data and Licensed Data Products produced by the Licensee.**

## 1.1 The Licensee agrees that:

- (a) All reproductions of the Licensed Data, however altered, reformatted or redisplayed, shall bear the following notice:

© *Mekong River Commission [year of publication]*

## 1.2 Any alterations to the notices above shall be in a form approved in writing by the Licensor.

**2 Appropriate Disclaimer to be displayed:**

*While every care is taken to ensure the accuracy of this data, the Mekong River Commission and the Governments of the Kingdom of Cambodia, the Lao People's Democratic Republic, the Kingdom of Thailand and the Socialist Republic of Viet Nam make no representations or warranties about its accuracy, reliability, completeness or suitability for any particular purpose and disclaims all responsibility and all liability (including without limitation, liability in negligence) for all expenses, losses, damages (including indirect or consequential damage) and costs which you might incur as a result of the data being inaccurate or incomplete in any way and for any reason.*



**SCHEDULE E - STANDARD CONDITIONS FOR INCLUSION IN LICENSEE'S AGREEMENT WITH CONSULTANTS****1 The Licensee acknowledges that:**

- 1.1 It will include these conditions in all licence agreements with the Licensee's Consultant;
- 1.2 Amendments or changes to the terms referred to below can be made by the Licensee to allow the conditions to be incorporated into the Licensee's agreement with the Licensee's Consultant provided that the meaning and effect of the conditions below are not altered in any way whatsoever; and
- 1.3 All terms referred to in these standard conditions have the same meaning and effect as the definitions set out at clause 1.1 of this Agreement.

**RESTRICTIONS ON USE**

The Consultant is not permitted to:

Use the Licensed Data or Licensed Data Products for any purposes whatsoever other than the specific project described in this Agreement which project is consistent with the uses of the Licensed Data or Licensed Data Product permitted under the Licence Agreement between the Licensee and the Licensor; or Distribute any Licensed Data or Licensed Data Products supplied by the Licensee to the Consultant to any third party with the exception of subcontractors, provided that the Consultants' subcontractor(s) sign a written agreement with the Consultant which includes these standard conditions of Schedule E.

**OWNERSHIP**

This agreement does not confer on the Consultant any rights of ownership in the Licensed Data and all intellectual property rights including copyright in the Licensed Data are unaffected by this agreement. The Mekong River Commission retains ownership of all copies of the Licensed Data and of the Intellectual Property, whether in its original form or as reformatted or converted onto different media by the Licensee.

Upon the expiration or earlier termination of this agreement the Consultant shall deliver up any copy of the Licensed Data in its possession to the Licensee.

**WARRANTY**

The Mekong River Commission and the Governments of the Kingdom of Cambodia, the Lao People's Democratic Republic, the Kingdom of Thailand and the Socialist Republic of Viet Nam do not warrant that the Licensed Data is error free.

**LIMITATION OF LIABILITY**

The Mekong River Commission and the Governments of the Kingdom of Cambodia, the Lao People's Democratic Republic, the Kingdom of Thailand and the Socialist Republic of Viet Nam shall not be under any liability to the Consultant (and the Consultant hereby releases and discharges it from any claim, action or proceedings) in respect of any loss or damage (including consequential loss or damage) however caused, which may be suffered or incurred or which may arise directly or indirectly in respect of the use of the Licensed Data.

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The Consultant agrees to disclose the Licensed Data or Licensed Data Products only to such of its employees and servants who need to know it for the purpose of the Consultant exercising its obligations under this agreement.

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