

**QUEENSLAND SENTENCING INFORMATION SERVICE  
LICENCE AGREEMENT**

**ORDER FORM**

**Item 1: The Licensee**

<b>Name:</b>	
<b>ACN/ABN:</b>	
<b>Phone Number:</b>	
<b>Address:</b>	

**Item 2: Site:** \_\_\_\_\_  
*(if different from address above)*

**Item 3: Persons or Category of Persons using the service and area of practice**  
*(eligibility per s 19(2) of the Supreme Court Library Act 1968 (Qld))*

\_\_\_\_\_

**Item 4: Commencement Date** \_\_\_\_\_  
*(completed by QGIS)*

**Item 5: Modules**  
High Court of Australia judgments; Selected Court of Appeal judgments; Court of Appeal summaries; Sentencing Remarks, Sentencing Statistics; Legislation; Practice Directions; CM Notes; User guide

**Item 6: Addresses for Notices**

<b>The Licensor:</b>	Supreme Court Library Queensland	<b>The Licensee:</b>	
<b>Address:</b>	Level 12, 415 George Street Brisbane QLD 4000	<b>Address:</b>	
<b>E-mail:</b>	qsis@sclqld.org.au	<b>E-mail:</b>	
<b>Attention:</b>	QGIS Manager	<b>Attention:</b>	

The Supreme Court Library Queensland, as Licensor, has agreed to license the Licensee to use the Service on the terms and conditions of the licence agreement that is attached to this Order Form.

<b>SIGNED for and on behalf of:</b> <b>The Supreme Court Library Queensland</b>	<b>SIGNED for and on behalf of:</b>
Signature: _____ Name: _____ <i>(Delegate of the Supreme Court Library Committee)</i>	by its duly authorised representative Signature: _____ Name: _____
In the presence of Witness Signature: _____ Name: _____	In the presence of Witness Signature: _____ Name: _____
Date: _____	Date: _____

The Supreme Court of Queensland Library is collecting the information on this document for the purpose of computer system administration. Only authorised employees of the Supreme Court of Queensland Library Committee, Judicial Commission of New South Wales and training providers will have access to this information. Your personal details will not be disclosed to a third party without your consent unless the disclosure is authorised by law or is otherwise permitted under the Queensland Government Privacy Policy.

## 1. INTERPRETATION

### 1.1 Definitions

In this Agreement the following definitions apply unless the context otherwise requires:

**"Browser"** means the software used by the Licensee to access the Service;

**"Business Day"** means a day on which the Licensor and banks are open for general business in Brisbane;

**"Commencement Date"** means the date specified in Item 4 of the Order Form;

**"Data"** means the data used in the Service and includes Third Party Data;

**"Force Majeure"** means any act or omission as a result of which a party is prevented from or delayed in performing its obligations under this Agreement and which is beyond the control of that party including (without limitation) occurrence of weather or other forces of nature, acts of God, industrial action and action or inaction by any Government Agency or third party;

**"Government Agency"** includes a government or government department, a governmental or semi-governmental and a person (whether autonomous or not) charged with administration of any applicable law;

**"Insolvency Event"** in relation to the Licensee means:

(a) the suspension or cessation of the Licensee's business activities;

(b) the liquidation or insolvency of the Licensee;

(c) the appointment of a receiver or trustee in respect of any property of the Licensee;

(d) the assignment of any rights or other property by the Licensee for the benefit of its creditors;

(e) the making of any arrangements by the Licensee with its creditors; and

(f) any other act which shows or tends to show that the Licensee is insolvent;

**"Intellectual Property Rights"** means all rights relating to patents, copyrights, trade secrets, trade marks and service marks and any other proprietary rights, as well as all applications, registrations and goodwill pertaining to these rights;

**"Licensee"** means the person, or organisation, whose name and address are set out in Item 1 of the Order Form;

**"Licensor"** means the Supreme Court of Queensland Library, Level 12, 415 George Street, Brisbane QLD 4000;

**"Manipulation"** means, in respect of information in the Service, to create new information or other works from information included in the Service;

**"Module"** means a module of the Service;

**"Order Form"** means the order form signed by the parties that sets out the details of the Licensee, Term and other matters relevant to this Agreement;

**"Site"** means the premises specified in Item 2 of the Order Form which must be located in Australia;

**"Supplier"** means a supplier of Third Party Data; **"Service"** means the Queensland Sentencing Information Service (QSIS) and includes the software used in the QSIS;

**"Third Party Data"** means the data supplied to the Licensor by another person, or organisation, (excluding the Licensee) for the purposes of the Service;

**"Training"** means the training related to the Service, delivered by the Licensor's personnel.

### 1.2 General

In this Agreement, including the recitals, schedules and annexures unless the context otherwise requires:

(a) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or any legislative provision substituted for, or any subordinate legislation under, that legislation or legislative provision;

(b) the singular includes the plural and vice versa;

(c) a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;

(d) a reference to any gender includes all genders;

(e) a reference to a recital, clause, schedule or annexure is to a recital, clause, schedule or annexure of or to this Agreement;

(f) a recital, schedule or annexure forms part of this Agreement;

(g) a reference to any Agreement or document is to that Agreement or document (and, where applicable, any of its provisions) as amended, novated, supplemented or replaced from time to time;

(h) a reference to any party to this Agreement or any other document or arrangement includes that party's executors, administrators, substitutes, successors and permitted assigns; and

(i) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning.

### 1.3 Headings

In this Agreement, headings are for convenience of reference only and do not affect interpretation.

### 1.4 Business Day

If the day on which any act, matter or thing is to be done under or pursuant to this Agreement is not a Business Day, that act, matter or thing:

(a) if it involves a payment other than a payment which is due on demand, must be done on the preceding Business Day; or

(b) in all other cases, may be done on the next Business Day.

## 2. SCOPE OF AGREEMENT AND TERM

## 2.1 Scope

Subject to the provisions of this Agreement:

(a) the Licensor grants the Licensee a licence (the "**Licence**") to:

- (i) access and use the Service;
  - (ii) copy Data and print the Data for the limited purposes specified in this Agreement;
- (b) the Licensee accepts the Licence.

## 2.2 Licence

The Licence is non-exclusive and non-transferable.

## 2.3 Acknowledgement

The Licensee acknowledges that:

- (a) the sole obligation of the Licensor under this Agreement is to provide access to the Service to the Licensee together with any services expressly specified in this Agreement and grant the Licence;
- (b) the Licensor is not required to supply any:
  - (i) software;
  - (ii) hardware;
  - (iii) software support services;
  - (iv) hardware support services;
  - (v) training; or
  - (vi) other items or services to the Licensee, other than those expressly identified in this Agreement.

## 2.4 Term of Agreement

- (a) This Agreement will commence on the date of first execution of this Agreement and will continue for 12 months unless terminated earlier in accordance with the provisions of clause 12.
- (b) If the Licensee is not in breach of any of its obligations under this Agreement, this Agreement will be automatically renewed for a further 12 months on 30 June each year unless either party gives written notice prior to the expiry of the then current term or the Agreement is terminated in accordance with the provisions of clause 12.
- (c) the Licensor may in its absolute discretion not grant or not renew access passwords that it may have provided.

## 2.5 Intellectual Property Rights

The Licensee acknowledges that:

- (a) the Intellectual Property Rights in the Service are owned by the Licensor, the Judicial Commission of New South Wales and its Suppliers; and
- (b) this Agreement does not effect any transfer of any Intellectual Property Rights in the Service to the Licensee.

## 2.6 Reverse Engineering

The Licensee must not reverse assemble or reverse compile or directly or indirectly cause a

third party to reverse assemble or reverse compile the whole or any part of the Service.

## 3. USE OF THE SERVICE

### 3.1 Supply

The Licensor will provide access to the Modules set out at Item 5 of Order from the Commencement Date.

### 3.2 Additional Data

If the Licensee requests access to additional Modules, the Licensor may in its absolute discretion grant access to additional Modules.

### 3.3 Primary Site

The Licensor may in its absolute discretion elect to provide access on a whole of site basis. If the Licensor elects to provide the Service on this basis the Licensee must advise the Licensor of a fixed Internet Protocol (IP) address that identifies Internet traffic originating from this site.

### 3.4 Additional Sites

If the Licensee wishes the Licensor to supply access to the Service to additional sites, the Licensor will consider the Licensee's request and the Licensor may, in its absolute discretion, determine whether to supply access to the Service to any additional sites.

### 3.5 Relocation of Sites

The Licensee may request that the Licensor relocate access to the Service to another site in Australia. If the Licensor relocates access to the Service, the Licensor may make a charge for the relocation.

### 3.6 Change of Password

The Licensor may at its absolute discretion supply a password to access the Service. The Licensor may change this password annually, or as required, and will notify the Licensee of that new password via e-mail.

### 3.7 Third Party Data

The Licensee acknowledges and agrees that:

- (a) certain Suppliers may have the unilateral right to require the Licensor to terminate the supply of Third Party Data (or parts of Third Party Data) with or without notice;
- (b) an item of Third Party Data will be supplied by the Licensor to the Licensee only for as long as that item of Third Party Data is supplied to the Licensor; and
- (c) the Licensor does not make any representations or give any warranties that any

Supplier will continue to provide Third Party Data to the Licensor.

### 3.8 Modification of Service

The Licensor reserves the right to modify the Service without notice to the Licensee.

### 3.9 Audit

The Licensee accepts that usage of the Service by the Licensee will be recorded and monitored by the Licensor for its own purposes.

## 4. TRAINING

### 4.1 Provision of Training

Without express agreement between the parties, the Licensor will not provide training to the Licensee.

## 5. OBLIGATIONS OF THE LICENSEE

### 5.1 Use of the Service

The Licensee must:

- (a) use the Service solely for its own purposes and must not redistribute the Service, or passwords associated with the Service, to any other person in any way;
- (b) use graphs for information purposes only and not for any purpose other than that intended by the Service;
- (c) ensure that the Service is not used for any defamatory or illegal purposes;
- (d) not publish or make known in a public forum, other than a courtroom environment information from the Service without the express written permission of the Licensor; and
- (e) provide and monitor an e-mail address for the exchange of notices. This e-mail address will also serve as the Qsis user name to access the Service. Where the Licensee uses their own e-mail domain the Licensee is required to establish a generic e-mail account titled Qsis, eg [qsis@yourfirmname.com.au](mailto:qsis@yourfirmname.com.au) that is used by your firm's users. Password changes will also be sent to this generic account.

### 5.2 Copying of Data

The Licensee must not (except as otherwise provided in this Agreement) copy or Manipulate the Data or modify or merge the Data with other data without the prior written approval of the Licensor; except for its own internal purposes.

### 5.3 Communications Facilities

To the extent:

- (a) necessary for the proper supply of the Service; and

(b) not otherwise specified in this Agreement or any other agreement between the Licensor and the Licensee,

the Licensee must, at its own expense, arrange for the installation of all software, hardware, communication facilities, cabling and electrical power necessary for the use of the Service.

### 5.4 Government Approvals

If required by any Government Agency in any jurisdiction in which a Site is located, the Licensee must, at its own expense, obtain all necessary approvals and pay all necessary fees to allow the Licensor to supply the Service to the Licensee.

### 5.5 Approvals by Suppliers

If required, the Licensee must comply with any restrictions or limitations imposed by each Supplier and notified to the Licensee by the Licensor.

### 5.6 Access

The Licensee must permit the Licensor or its authorised representatives to have access to the Site at any time during normal working hours for the purpose of inspecting any hardware of the Licensee to ensure that the Licensee is complying with the terms of this Agreement. The Licensor will use its commercially reasonable endeavours to minimise any possible disruption to the Licensee's business when conducting inspections under this clause.

### 5.7 Licensee Not to Make Certain Representations

The Licensee must not represent, either directly or indirectly, that the Licensor or the Service has been certified, endorsed or approved by any Government Agency, Supplier or other organisation without the prior written approval of the Licensor or the relevant Government Agency, Supplier or other organisation.

### 5.8 Responsibility for Access

The Licensee will remain at all times responsible for all access to and use of the Service by it, its employees and agents and:

- (a) must take all necessary steps to ensure that only competent and responsible personnel have access to the Service;
- (b) must effect and maintain adequate security measures to safeguard the Service from unauthorised use; and
- (c) must not access the Service other than by means of equipment and software approved by the Licensor.

## 6. CONFIDENTIAL INFORMATION

The Licensee must:

- (a) keep confidential and must not disclose to any other person (and must ensure that its employees and agents keep confidential and do not disclose to any other person) all information which is of a confidential nature; and
- (b) ensure that any confidential information is used solely in accordance with this Agreement.

## **7. WARRANTIES**

### **7.1 Licensor Warranty**

The Licensor represents and warrants that it is authorised to enter into this Agreement.

### **7.2 Licensee Acknowledgement**

The Licensee acknowledges that the only warranties in relation to the Services and services provided by the Licensor under this Agreement are the warranties set out in this Agreement.

### **7.3 Licensee Warranty**

Without limitation to any other warranty set out in this Agreement, the Licensee warrants that:

- (a) there has been no reliance upon the Licensor's skill or judgment or written or oral representations in deciding whether the Service is fit for a particular purpose or will meet particular criteria; and
- (b) it is authorised to enter into this Agreement.

## **8. LIABILITY OF THE LICENSOR**

### **8.1 Exclusion of Implied Terms**

Except as expressly provided to the contrary in this Agreement and subject to any legislation in any jurisdiction in which a Site is located, all terms, conditions, warranties, undertakings, inducements or representations (whether express, implied, statutory or otherwise) relating in any way to:

- (a) the Service;
  - (b) the supply of the Service or services; or
  - (c) this Agreement,
- are excluded.

### **8.2 Exclusion of Liability**

In no event will the Licensor or any of its Suppliers be under any liability to the Licensee (including, without limitation liability in respect of any special, incidental, indirect or consequential loss or damage or for loss of profit, business, revenue or data) which may be suffered or incurred or which may arise in respect of or as a consequence:

- (a) any errors, omissions or inaccuracies in the Service or any documentation provided under this Agreement or delays or interruptions in the delivery of the Service;

- (b) any decision made or action taken by the Licensee in reliance on the Service;
- (c) the services provided under this Agreement; or
- (d) failure on the part of the Licensor to comply with any of its obligations under this Agreement.

### **8.3 Limitation**

If any legislation in any jurisdiction in which a Site is located does not allow the exclusion of terms, conditions, warranties, undertakings, inducements or representations but allows the limitation of liability in respect of these terms, conditions, warranties, undertakings, inducements or representations, then the Licensor limits its liability to the maximum extent allowed under the applicable legislation.

## **9. LICENSEE INDEMNITY**

### **9.1 Licensee to Indemnify the Licensor and its Suppliers**

The Licensee agrees to indemnify and keep indemnified the Licensor and all Suppliers, against and from any and all claims, proceedings, losses, liabilities, fines, costs and expenses (including court costs and fees for lawyers and other professionals) incurred by these parties.

### **9.2 Licensee to Indemnify the Licensor in respect of Enforcement**

The Licensee agrees to indemnify and keep indemnified the Licensor against all liabilities, costs, causes of actions, claims, proceedings, expenses, damages and liabilities, (including court costs and fees for lawyers and other professionals) in any way relating to or arising out of the enforcement of this Agreement.

### **9.3 Acknowledgement**

The Licensee expressly acknowledges and agrees that the unauthorised copying, modification, use and distribution of the Service by the Licensee in breach of its obligations under the Agreement will cause the Licensor irreparable damage and that the Licensor will be entitled to restrain unauthorised copying, modification, use and distribution of the Service by the Licensee.

## **10. FORCE MAJEURE**

Neither party will be liable for any delay or failure to perform its obligations under this Agreement if such failure or delay is due to Force Majeure. The performance of a party's obligations under this Agreement will be suspended for the period of the delay due to Force Majeure.

## **11. SUSPENSION OF THE LICENSOR'S OBLIGATIONS**

Without limitation to any other right of the Licensor under this Agreement, the Licensor may suspend:

(a) the supply of access to the Service or particular Modules of the Service; or  
(b) any or all of its remaining obligations to the Licensee under this Agreement,  
if:

(c) the Licensee is deemed to be in breach of any of the obligations imposed under clause 5 of this agreement; or  
(d) any Supplier informs the Licensor that the Licensee has not complied with any condition, restriction or limitation imposed by that Supplier on the Licensee (under clause 5.6).

## **12. TERMINATION**

### **12.1 Termination by the Licensor**

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

(a) the Licensee is deemed to be in breach of any of the obligations imposed under clause 5 of this agreement;  
(b) the Licensee commits or is subject to an Insolvency Event;  
(c) any Supplier informs the Licensor that the Licensee has not complied with any condition, restriction or limitation imposed by that Supplier on the Licensee (under clause 5.5); or  
(d) the Licensee breaches any clause of this Agreement and such breach is not remedied within 10 Business Days of receipt of written notice from the Licensor.

### **12.2 Termination by the Licensee**

Without limiting the generality of any other clause in this Agreement, the Licensee may terminate this Agreement immediately by notice in writing if:

(a) the Licensee no longer wishes to have access to the Service  
(b) the Licensor breaches any clause of this Agreement and such breach is not remedied within 10 Business Days of receipt of written notice from the Licensee; and  
(c) the Licensor fails to show cause to the satisfaction of the Licensee within the 10 Business Day period why the Licensee should not exercise its rights under this clause 12.2.

### **12.3 Effect of Termination by the Licensor**

If notice is given to the Licensee pursuant to clauses 12.1:

(a) the Licensor will be regarded as discharged from any further obligations under this Agreement; and  
(b) the Licensee may pursue any additional or alternative remedies provided by law or in equity.

### **12.4 Effect of Termination by the Licensee**

If notice is given to the Licensor pursuant to clause 12.2, the Licensee:

(a) will be regarded as discharged from any further obligations under this Agreement; and  
(b) may pursue any additional or alternative remedies provided by law or in equity.

## **13. PARTIES' RIGHTS**

Any express statement of a right of a party under this Agreement is without prejudice to any other right of that party expressly stated in this Agreement or arising at law or in equity.

## **14. ASSIGNMENT**

The Licensee may not assign this Agreement without the prior written consent of the Licensor. The Licensor may assign this Agreement without the consent of the Licensee.

## **15. NOTICES**

### **15.1 Method of Giving Notices**

A notice, consent, approval or other communication (each a "**Notice**") under this Agreement must be signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and:

(a) delivered to that Party's Address;  
(b) sent by pre-paid mail to that Party's Address;  
(c) transmitted by facsimile to that Party's Address. or  
(d) transmitted by electronic mail

### **15.2 Time of Receipt**

A Notice given to a party in accordance with clause 16.1 is treated as having been given and received:

(a) if sent by e-mail or delivered to a Party's Address, on the day of delivery if between 9.00am and 5.00 pm on a Business Day, otherwise at 9.00am on the next Business Day;  
(b) if sent by pre-paid mail, on the third Business Day after posting; or  
(c) if transmitted by facsimile to a Party's Address and the transmitting facsimile machine generates a transmission report showing that the correct number of pages was sent to the facsimile number of the recipient and the result of the transmission is "OK" (or an equivalent expression) unless the recipient notifies the sender within two hours between 9.00 am and 5.00 pm on a Business Day that the transmission was not received in its entirety in a legible form if between 9.00am and 5.00pm on a Business Day, otherwise at 9.00 am on the next Business Day.

### **15.3 Party's Address**

For the purposes of clauses 15.1 and 15.2, each Party's Address is the address set out in Item 6 of the Order Form.

## **16. GENERAL**

### **16.1 Waiver**

The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

### **16.2 Amendment**

This Agreement may only be amended or supplemented in writing, signed by the parties.

### **16.3 Attorneys**

Each attorney who executes this Agreement on behalf of a party declares that the attorney has no notice of the revocation or suspension by the grantor or in any manner of the power of attorney under the authority of which the attorney executes this Agreement.

### **16.4 Severability**

Any provision in this Agreement which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable, and is otherwise capable of being severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction.

### **16.5 Counterparts**

This Agreement may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

### **16.6 Further Assurance**

Each party must do, sign, execute and deliver and must procure that each of its employees and agents does, signs, executes and delivers, all deeds, documents, instruments and acts reasonably required of it or them by notice from the other party to effectively carry out and give full effect to this Agreement and the rights and obligations of the parties under it.

### **16.7 Entire Agreement**

This Agreement is the entire agreement of the parties on the subject matter. The only enforceable obligations and liabilities of the parties in relation to the subject matter are those that arise out of the provisions contained in this Agreement. All representations, communications and prior agreements in relation to the subject matter are merged in and superseded by this Agreement.

### **16.8 Publicity**

The Licensee hereby grants the Licensor the right to publicise that the Licensee is a customer of the Service provided that any publicity by the Licensor is approved by the Licensee prior to the publicity being effected.

## **17. LAW AND JURISDICTION**

### **17.1 Governing Law**

This Agreement is governed by the law in force in Queensland.

### **17.2 Submission to Jurisdiction**

The parties submit to the non-exclusive jurisdiction of the courts having jurisdiction in Queensland and any courts which may hear appeals from those courts in respect of any proceedings in connection with this Agreement.