This Agreement is made on date between the **Mid West Ports Authority**, (**ABN 73 384 989 178**), of 298 Marine Terrace, Geraldton, Western Australia, 6530 (**“MWPA”** or **“the Licensor”**); and

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| **(“the Licensee”)** Name of Party and Address |

Regarding the supplied Information, the details of which are set out below:

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| **(“the Information”)** Describe the Information provided as specifically as possible |

The parties agree as follows:

1. The Licensor grants to the Licensee a licence to use the Information supplied exclusively for the following purpose:

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| Describe the work to be performed by the Licensee or the purpose for which the Information was given |

1. The Information (and all intellectual property rights in the Information including but not limited to copyright, patents, trademarks, and other protections in relation thereto) shall at all times remain the property of the Licensor. The Licensee acknowledges and agrees that the Information (including the intellectual property rights therein) is owned exclusively by MWPA and the Licensee has no other licence or right to use the Information except as set out in this Agreement. The Licensee will co-operate with MWPA in performing whatever actions MWPA may require in obtaining, sustaining, and confirming MWPA exclusive ownership of the Information and the intellectual property rights therein.
2. The Licensee agrees to keep the Information confidential at all times. The Information shall not be used for any other work undertaken by the Licensee, or assigned, sub-licensed, disclosed, copied, or dispatched to any other person for any purpose without the prior written consent of MWPA.
3. Subject to obtaining MWPA’s written consent as set out in clause 3, all products and documentation produced by the Licensee shall bear a logo and text acknowledging the Licensor as the source and owner of the Information and the Licensee will provide proof of this to the Licensor on demand.
4. The Licensor and its respective servants, agents, and officers shall not be held liable for any action, proceeding, claim, suit or demand arising from or otherwise relating to the use of the Information by the Licensee or in relation to the interpretation or accuracy of the Information.
5. The Licensee will indemnify and keep indemnified the Licensor and its respective servants, agents, and officers from and against all actions, proceedings, claims, suits or demands whatsoever which may at any time be brought, maintained or made against the Licensor and/or any of its respective servants, agents or officers arising from the use of the Information by the Licensee or otherwise relating to the interpretation or accuracy of the Information.
6. The Licensee acknowledges and understands that it is being provided with the Information at its own risk and that the Licensor has, in good faith, made every reasonable effort to ensure that the Information is accurate, complete, current and reliable. The Licensee further agrees and acknowledges that the Licensor makes no warranty or representation about the accuracy, completeness, currency or reliability of the Information. Before relying on the Information, the Licensee agrees to independently and carefully evaluate the accuracy, currency, completeness and reliability of the Information for its own purposes and agrees to obtain appropriate independent professional advice relevant to its particular circumstances and its use of the Information.
7. This Agreement is governed by the laws of Western Australia and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Western Australia and courts entitled to hear appeals therefrom.

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| Signed for and on behalf of the LICENSEE by: | |  | Signed for and on behalf of the LICENSOR by: | |
| Officer Name | Witness Name | Officer Name | Witness Name |
| Officer Name | Witness Name | Officer Name | Witness Name |
| insert image | insert image | insert image | insert image |
| Officer Signature | Witness Signature | Officer Signature | Witness Signature |
| Date date | | Date date | |