

Timetable Data Licence Agreement

Introduction

New South Wales Transport and Infrastructure (**NSWTI**) operates a database containing timetable information for public train, bus and ferry services in New South Wales. We are representing a number of Transport Agencies (including Rail Corporation New South Wales, State Transit Authority and Sydney Ferries) who provide their information to us so that we can license this information to third party developers, pursuant to this Agreement.

Developing technology provides opportunities for public transport users to access information in different ways. NSWTI wants public transport users in New South Wales to have the benefit of accessing and using that technology.

For this reason, NSWTI has decided to grant licences to certain application developers so that timetable data can be used by these developers in applications which, ultimately, provide the public with more ways to access public transport information.

Contact details

All enquiries regarding this Agreement should be directed to:

NSW Transport and Infrastructure
Director, Stakeholder and Community Management
Level 21, 227 Elizabeth Street
Sydney, NSW 2000
(02) 9268 2834

It is agreed

1. Grant of Licence

- 1.1 NSWTI operates a database containing timetable information for certain public train, bus and ferry services in New South Wales (**Timetable Data**).
- 1.2 NSWTI grants the Developer a licence to use the Timetable Data for the purpose of using that Timetable Data in the Application to make it available to the public.
- 1.3 The Developer will comply with this Agreement and provide NSWTI with the Additional Items, if any, set out in the Schedule.
- 1.4 The Developer acknowledges that NSWTI may grant similar licenses to other persons to encourage them to develop creative and innovative ways of making public transport information available to the public.

2. Term

- 2.1 This Agreement commences on the Start Date described in the Schedule and continues until the End Date described in the Schedule.

3. User name and password

- 3.1 NSWTI will provide the Developer with a username and password to access the Timetable Data.
- 3.2 The Developer must keep the username and password secure and must not disclose (and must ensure its officers, employees, agents, contractors and related companies do not disclose) the username or password to any person without the prior written consent of NSWTI.
- 3.3 The Developer agrees to comply with the reasonable requirements of NSWTI in accessing the Timetable Data.
- 3.4 NSWTI wishes to have a public register which specifies the licensees of Timetable Data. You agree that we can publish you as a licensee in our register.

4. The Application

- 4.1 To ensure public transport users are provided with a high quality service, the Developer must ensure the accuracy, quality and reliability of the Application so that it meets or exceeds industry best practice.
- 4.2 To ensure the public is not misled:
- (1) the Application must include a clear notice to users in the form set out in the Schedule; and
 - (2) you must not use or reference any NSWTI or Transport Agency copyright, logos, publications, displays, trade marks or other intellectual property unless authorised under this Agreement.
- 4.3 The Application must include an easily visible link to the 131500 Transport Info website at www.131500.com.au or mobile.131500.info using a standard graphical image to be provided by NSWTI so the public has easy access to more complete public transport information.

5. Accuracy of information

- 5.1 Public transport timetables are periodically revised. As a result, the Timetable Data will be updated from time to time. It is important to NSWTI that the public receives up-to-date and accurate information. For this reason, the Developer agrees to ensure that the Application provides up-to-date and accurate Timetable Data.
- 5.2 As a minimum, the Developer will use reasonable endeavours to refresh the Timetable Data used in the Application in accordance with the Update Frequency described in the Schedule.
- 5.3 The Developer agrees not to charge the users of the Application for any changes required to the Application as a result of updates to the Timetable Data or the Developer refreshing the Timetable Data used in the Application.

- 5.4 NSWTI would like to centralise the source of the Timetable Data. This is to ensure that the information that the public is receiving through different applications is consistent. For this reason, the Developer agrees to only obtain timetable information for relevant public, train, bus and ferry services from NSWTI on the terms of this Agreement unless otherwise agreed in writing by NSWTI.
- 5.5 If the Developer wishes to obtain timetable information for relevant public, train, bus and ferry services in a way other than under this Agreement (that is, in a way that is not consistent with clause 5.4) (**Other Data**), the Developer will first obtain NSWTI's consent. This will give NSWTI an opportunity to assess the quality of the Other Data before it is utilised in the Application.
- 5.6 Despite clause 5.5, if the Developer obtains and uses Other Data in connection with the Application, it agrees that the same restraints under this Agreement apply to the Other Data.
- 5.7 If there is any inconsistency between this Agreement and another agreement for Other Data, this Agreement will prevail to the extent of the inconsistency.

6. Release to the public

- 6.1 At least 30 days before the Developer intends to release the Application to the public, the Developer agrees to provide information to NSWTI demonstrating the Application's operation and features.
- 6.2 After the information is provided, NSWTI will work with the Developer to identify any aspects of the Application which may be improved. The Developer will use reasonable endeavours to incorporate these improvements.
- 6.3 NSWTI may from time to time suggest amendments or feedback to the Developer regarding the Application. The Developer will use reasonable endeavours to incorporate these amendments or feedback.
- 6.4 The Developer agrees to consult NSWTI prior to making any announcement, circular or other public disclosure regarding this Agreement, the Timetable Data or the Application. The Developer agrees to use reasonable endeavours to incorporate NSWTI's suggested changes to any such announcement, circular or other public disclosure.
- 6.5 The Developer agrees it will not release the Timetable Data to any person (other than to the public by means of the Application) without NSWTI's prior written consent.

7. Reporting

- 7.1 To assist NSWTI identify ways to better serve the public, the Developer agrees to provide reports to NSWTI about the public's use of the Application. The reports will be in accordance with the Report Requirements described in the Schedule.
- 7.2 You grant NSWTI an exclusive, irrevocable licence to use the reports (including the data that makes up the reports) and you agree not to provide the reports or data to anyone other than NSWTI unless otherwise agreed with us (and set out as a Special Condition in the Schedule).

8. Inappropriate or offensive material

- 8.1 The Developer must not cause the Application or the Timetable Data to be associated with:

- (1) anything, which in the opinion of NSWTI, the general public would find inappropriate or offensive; or
- (2) anything in the opinion of NSWTI, which could or does adversely impact NSWTI's reputation or the reputation of Rail Corporation New South Wales, Sydney Ferries, the State Transit Authority of New South Wales or any other entity providing public transport services in New South Wales,

(together, **Inappropriate and Offensive Material**).

- 8.2 If NSWTI reasonably believes the Application or the Timetable Data is associated with Inappropriate and Offensive Material, it may issue a notice to the Developer requiring the problem to be rectified (**I&OM Notice**).
- 8.3 The Developer agrees to use reasonable endeavours to comply with any I&OM Notice. If after the Developer has been given an opportunity to comply with an I&OM Notice, NSWTI still reasonably believes that the use of the Application or the Timetable Data is associated with Inappropriate and Offensive Material, NSWTI may terminate this Agreement.

9. Termination rights and consequence of termination

- 9.1 Either party may terminate this Agreement at anytime by giving the other party at least 14 days notice.
- 9.2 In addition to the termination right in clause 8.3, we may terminate this Agreement immediately if you:
 - (1) become insolvent (or likely to become insolvent); or
 - (2) are in material breach of this Agreement.
- 9.3 On termination or expiry of this Agreement, the licence granted to you under this Agreement terminates and you must cease using the Timetable Data and any username and password that we have provided to you.

10. Liability

- 10.1 We provide the Timetable Data to you on an "as is" basis. We exclude our liability to you whether in contract, tort (including negligence) or otherwise under or in any way connected with this Agreement including in relation to the use of the Timetable Data or the Application.

11. Special Conditions

- 11.1 Any conditions described in the Schedule form part of this Agreement. If there is any inconsistency between a provision of the special conditions and a provision of this Agreement the provision of the special conditions prevails to the extent of the inconsistency.

12. General

Entire agreement

- 12.1 This Agreement constitutes the entire agreement between the parties as to its subject matter and in relation to the subject matter, supersedes any prior understanding or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party.

No transfer or sublicense

- 12.2 The Developer may not assign or otherwise deal with this Agreement without NSWTI's prior written consent.
- 12.3 The Developer may not grant sublicenses of its rights under this Agreement, without NSWTI's prior written consent.

Relationship

- 12.4 This Agreement does not create or evidence an employment, agency, partnership or joint venture relationship between the parties.

Compliance with the law

- 12.5 In carrying out this Agreement both parties must comply with the requirements of all laws and all permits and directions of competent authorities.

Severability

- 12.6 If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of the Agreement remains in force.

Variation

- 12.7 An amendment or variation to this Agreement is not effective unless it is in writing and signed by the parties.

Waiver of rights

- 12.8 The parties' failure or delay to exercise a power or right does not operate as a waiver of that power or right. The exercise of power or right does not preclude either its exercise in the future or the exercise of any other power or right. Waiver of a power or right is effective only if it is in writing and then only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

Governing law

- 12.9 The law of New South Wales governs this Agreement. The parties submit to the exclusive jurisdiction of the courts of New South Wales and the Commonwealth of Australia.

13. Interpretation

- 13.1 In this Agreement:

- (1) Reference to:
- (a) the singular includes the plural and the plural includes the singular;

- (b) a person includes a body corporate;
 - (c) a party includes the party's executors, administrators, successors and permitted assigns;
 - (d) a thing includes the whole and each part of it separately; and
- (2) "Including" and similar expressions are not words of limitation.

Schedule

Item 1 **NSW Transport and Infrastructure** means the Director General of NSW Transport and infrastructure (ABN 25 765 807 817) of Level 21, 227 Elizabeth Street Sydney, NSW 2000

Item 2 **Developer**

Item 3 **Start Date**

Item 4 **End Date**

Item 5 **Additional Items**

Item 6 **Application**

Item 7 **Update Frequency**

Item 8 **Report Requirements**

Item 9 **Notice**

NSW Transport and Infrastructure(NSWTI) licenses this information to us on a non-exclusive, limited and revocable basis so that we can use it in our application. NSWTI does not endorse or monitor this application and does not take responsibility for the accuracy of presentation of the data or your use of it.

Item 10 **Special Conditions**

EXECUTED AS AN AGREEMENT

Signed for and on behalf of

Director General of NSW Transport and Infrastructure

By *[insert name of Principal's Representative]* but not so as to incur personal liability

In the presence of: *[insert name of witness]*

Signature of Principal's Representative

Signature of Witness

Signed by *[insert Developer's name and ACN/ABN]*

in accordance with s127 of the Corporations Act 2001 by:

Signature Director

Signature of Director/Secretary

Print name

Print name