

## **Licence Agreement**

**BY YOU DOWNLOADING OR USING SIGMAH YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE FULLY READ AND UNDERSTOOD, AND WILL BE LEGALLY BOUND BY, THE FOLLOWING TERMS AND CONDITIONS.**

This Agreement constitutes the entire agreement between You and Community Housing Industry Association (CHIA), with respect to the SIGMAH Tool.

CHIA provides you with a copy of the Social and Green Benefits Calculator (hereafter SIGMAH) subject to the following conditions of use:

### **Ownership**

1. Nothing in this agreement changes the ownership by CHIA of its intellectual property rights in SIGMAH, or any other intellectual property rights owned by third parties in SIGMAH's underlying data and value sets, and there is no transfer of such intellectual property rights to you. In this agreement, intellectual property rights includes, without limitation, all statutory and other rights in and to copyright (including future copyright), rights in relation to inventions including patent rights, know-how as well as registered and unregistered trade marks.

### **Licence**

2. CHIA grants you a non-exclusive, non-commercial, non-sub-licensable, non-transferrable, revocable licence to install, access and use SIGMAH in Australia for internal not for profit activities comprising the creation of impact valuation statements, conducting social impact analysis as well as life cycle analysis, in accordance with these terms and conditions of use.

### **Licence restrictions**

3. You must not grant access to, commercialise, sell or otherwise deal with or distribute all or any part of SIGMAH including any of its constituent parts or outputs to any other individual or organisation, without prior agreement with CHIA, which may be withheld in its absolute discretion. This includes any external person or organisation working for your organisation in a paid or unpaid capacity.
4. In dealing with SIGMAH, you must:
  - a. take reasonable steps to prevent unauthorised use of the tool and its constituent parts;
  - b. use SIGMAH in a competent and professional manner in order to protect and increase its goodwill;
  - c. use SIGMAH in accordance with the directions of CHIA as may be prescribed from time to time (including requests in relation to acknowledgement of third party contributors), as well as any guidelines or manuals provided by CHIA;
  - d. ensure that all your personnel comply with these terms; and
  - e. comply with all applicable laws and regulations.
5. You must not:
  - a. alter or modify any part of SIGMAH including its constituent parts;

- b. reverse engineer or seek to reverse engineer SIGMAH or any of its constituent parts; or
  - c. use the name, trade marks or other branding of CHIA or any other third party contributors to SIGMA in any promotional or other material, including physical materials, websites or social media posts, without the prior written approval of CHIA.
6. You must ensure that the following intellectual property notice appears prominently in respect of outputs of your use of SIGMAH, including any reports or other publications:

*'The values used in these calculations, provided by the Australian Social Value Bank, are owned by Alliance Social Enterprises ([www.asvb.com.au](http://www.asvb.com.au)). They have been produced by Simetrica-Jacobs, using best practice methodology for policy evaluation. The values are used under Licence M8Ved5 with expiry date 4/10/24.'*
7. You must ensure that you immediately notify CHIA in writing of:
  - a. any claim by any person that the use of SIGMAH or any of its components infringes the intellectual property rights of a third party;
  - b. any claim by any person of any rights to any of the intellectual property rights of CHIA or any third party contributor to SIGMAH; and
  - c. any actual, suspected or anticipated infringement of the intellectual property rights of CHIA or any third party contributor to SIGMAH.

#### **This agreement and inspections**

8. You must:
  - a. keep a copy of this agreement with your copy of SIGMAH;
  - b. keep full, true and accurate records and books of accounting containing all particulars which may be necessary to verify your appropriate use of SIGMAH; and
  - c. permit CHIA and its authorised nominees to inspect and take copies of records, books and materials to confirm compliance with these licence terms.

#### **Change to licence terms and termination**

9. CHIA may change these terms and conditions of use at any time by giving you notice. By continuing to use the SIGMAH after the effective date of any changes to the terms and conditions of use, you understand and agree to such changes.
10. You may continue to access and use SIGMAH until your licence is terminated. Your licence is automatically terminated if:
  - you breach any of the terms and conditions of use and fail to rectify that breach, where capable of rectification, within five (5) days of notice from CHIA requiring the breach to be rectified;
  - CHIA publishes a written notice of termination on the CHIA website; or
  - CHIA sends prior written notice of termination to you directly,in which case you must discontinue use of SIGMAH from the date specified in the notice and destroy any saved versions of the tool.

11. You may terminate your licence at any time by discontinuing use of SIGMAH and destroying any saved versions of the tool.

**Limitations of Liability and Disclaimers**

12. CHIA will endeavour to ensure that SIGMAH is useful for evaluation purposes but you should exercise your own due diligence with respect to the timeliness, accuracy, completeness and suitability of the material for use.

13. CHIA does not warrant that:

- a. the operation of the SIGMAH will be uninterrupted or error free; or
- b. SIGMAH is fit for any particular purpose

14. SIGMAH should not be relied on as the sole basis to solve a problem whose incorrect solution could result in injury or loss to person or property. If the SIGMAH is employed in such a manner, it is at Your own risk and CHIA explicitly disclaims all liability for such misuse to the extent allowed by law.

15. To the extent permitted by law and subject to the express terms of this agreement:

- a. all warranties, terms and conditions not expressly included in this Licence Agreement are excluded; and
- b. neither party shall have liability to the other for any indirect or consequential loss (whether foreseeable or otherwise), loss of profits, loss of business, loss of opportunity, or loss of use of any computer hardware or software or information resulting from the use of SIGMAH.

16. CHIA's liability for matters in relation to which liability by law cannot be excluded or limited shall not be excluded or limited. If a supply under this agreement is a supply of good or services to a consumer within the meaning of the Australian Consumer Law (**ACL**), nothing contained in this agreement excludes, restricts or modifies the application of any provision, the exercise or any rights or remedy or the imposition of any liability under the ACL, provided that, to the extent that the ACL permits CHIA to limit its liability, then CHIA's liability is limited to:

- a. in the case of services, supplying the services again or payment of the cost of having the services supplied again; and
- b. in the case of goods, the cost of replacing the goods, supplying equivalent goods or having goods repaired, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

**General**

17. This Agreement is governed by the law of New South Wales and the Commonwealth and you agree to submit to the non-exclusive jurisdiction of the courts in that State and the Commonwealth.