



**School Zone Speed Limit Warning System
Licence**

Roads and Traffic Authority of New South Wales

and

Peter Olsen

Table of contents

<i>Clause</i>		<i>Page</i>
1	Definitions and Interpretations	1
1.1.	Definitions	1
1.2.	Interpretation	2
2	Licence Rights: RTA's Use of System	2
2.1.	Licence to Use	2
2.2.	RTA Discretion Not Fettered	2
2.3.	The Supplier Commercialisation Not Fettered	3
3	Ownership of Devices at the Sites	3
3.1.	Transfer	3
3.2.	IP In System Not Affected By Transfer Of Devices	3
4	Intellectual Property	4
4.1.	IP Warranty	4
4.2.	IP Indemnity	4
5	Payment	4
5.1.	Licence Fee	4
5.2.	Calculation of Licence Fee	4
5.3.	Payment	4
6	GST	5
6.1.	Amounts Stated Exclusive of GST	5
6.2.	GST Payable On Top	5
6.3.	Registration	5
6.4.	Tax Invoice	5
6.5.	Definitions	5
7	Limitation of Warranties	5
7.1.	Limited Warranty As To The System	5
7.2.	Limited Warranty As To The Devices	6
7.3.	No Other Warranties	6
8	Documentation & Limited Support	6
8.1.	Documentation	6
8.2.	Software	6
8.3.	Limited Support	6
9	No Updates	7
9.1.	No Updates	7
10	Termination of Deed	7
10.1.	Termination for Breach	7

<i>Clause</i>	<i>Page</i>
11 Resolution of Disputes	7
12 No Compensation	8
12.1. No Compensation	8
12.2. Clause 4.1 Prevails	8
13 General Provisions	8
13.1. Governing Law	8
13.2. Severability	8
13.3. Entire Deed	8
13.4. Notices	9
13.5. Relationship of the Parties	9
13.6. Variation	9
13.7. Assignment	9
13.8. Counterparts	9
13.9. Non-Merger (Survival)	10

This Licence Deed

is made on 22nd February 2007 ~~2006~~ between the following parties:

1. **Peter Olsen**, of 11 Maple Street Lugarno in the state of New South Wales (**"The Supplier"**)
2. **Roads and Traffic Authority of New South Wales**, of 260 Elizabeth Street, Surry Hills in the state of New South Wales ABN: 64480155255 (**"RTA"**)

Recitals

- A. The Supplier has developed the System described in **Schedule I** of his own initiative and at his own expense and overseen the installation of the System at the Sites.
- B. The RTA and EnergyAustralia installed the System at the Sites at their expense with Olsen's permission.
- C. The RTA wishes to obtain the right to use the System generally.
- D. The RTA wishes to acquire ownership of the existing hardware installed at the Sites.

The parties agree

1 Definitions and Interpretations

1.1. Definitions

In this Deed:

Business Day means a day that is not a Saturday or Sunday or public holiday in Sydney, Australia;

Execution date means the date stated on this Deed and if no date is stated then the date that the RTA signs this Deed;

Devices refers to the hardware housing the System;

GST Law means the same as GST law in *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Intellectual Property Rights means all present and future rights conferred by statute, common law or equity (and all moral rights) in or in relation to business names, circuit layouts, confidential information, copyright, designs, registered and unregistered designs, domain names, emblems, formulas, inventions, know how, logos, patentable inventions, patent applications, patents, registered and unregistered trade marks and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic field, the benefit of any application to

register such a right and the benefit of any renewal or extension of such a right subsisting in or relating to the Data, or any improvement or enhancement to it;

Licence means the rights granted in this Deed to the RTA in respect of the System;

Licence Fees means the Licence Fees calculated in accordance with clause 5.2;

“Moral Rights” means any of the rights described in Article 6bis of the Berne Convention for the Protection of Literary and Artistic Work 1886, being “droit moral” or other analogous rights arising under any applicable statute (including the Copyright Act 1968, (Cth) its amendments or any other law of the Commonwealth);

Permitted Purpose means the use of the System to draw attention to traffic signs (including speed limit and school zone signs) in New South Wales;

Sites means the sites listed in **Schedule 2**;

System means the System as described in **Schedule 1** and includes the computer software used to operate the System;

Updates means any modification to the System incorporating improvements.

1.2. Interpretation

In this Deed, headings and boldings are for convenience only and do not affect the interpretation of this Deed and, unless the context otherwise requires:

“include” and other similar words are not words of limitation;

words importing the singular or plural number include the plural and singular number respectively and words importing the masculine gender include the feminine or neutral gender and references to a person or corporation include a corporation or person respectively;

where a word is defined then other grammatical forms of that word are to be interpreted in the same manner with the necessary grammatical change;

an obligation not to do something includes an obligation not to permit or allow it to be done.

2 Licence Rights: RTA’s Use of System

2.1. Licence to Use

The Supplier grants the RTA a non-exclusive licence in perpetuity to use the System for the Permitted Purpose.

2.2. RTA Discretion Not Fettered

- (a) Nothing in this Deed obliges the RTA to use the System.
- (b) Nothing in this Deed prevents the RTA from using any other warning systems in respect of traffic signs (including speed limit signs in school zones).
- (c) Nothing in this Deed prevents the RTA from replacing, removing or enhancing the System currently supplied at the Sites listed in Schedule 2.

2.3. The Supplier Commercialisation Not Fettered

Nothing in this Deed limits the Supplier's right to licence the System to third parties or to sell the System (provided that in the latter case any sale is made subject to the terms of this Deed so that the RTA's interests as licensee are protected).

3 Ownership of Devices at the Sites

3.1. Transfer

The Supplier hereby transfers title to the Devices at the Sites to the RTA.

3.2. IP In System Not Affected By Transfer Of Devices

The transfer of title to the Devices under 3.1 does extend to any IP rights in the System.

3.3. Commercial In Confidence

The Supplier considers that the System's specifications are commercial-in-confidence and the RTA agrees that it will not disclose that information to any third party except:

1. with the express prior written consent of the Supplier,
2. to the extent that that information is already in the public domain (other than through a breach of an obligation of confidence owed by the RTA), or
3. to the extent required by any law or court.

4 Intellectual Property

4.1. IP Warranty

The Supplier warrants that:

- (a) he is entitled to grant the Licence to the RTA;
- (b) the System (when used for the Permitted Purpose) will not infringe the Intellectual Property or Moral Rights of any person; and
- (c) he has not infringed the Intellectual Property or Moral Rights of any person in the development of the System

(the "Intellectual Property Warranties").

4.2. IP Indemnity

The Supplier indemnifies RTA against the full amount of all expenses, losses, damages, costs and injury (on a full indemnity basis and whether or not incurred by or awarded against the RTA) which may be suffered by any person or the RTA in connection with or arising out of a breach of the Intellectual Property Warranties.

5 Payment

5.1. Licence Fee

The RTA will pay The Supplier a once-off Licence Fee.

5.2. Calculation of Licence Fee

The Licence Fee is an amount equivalent to The Supplier's Documented Expenses in the development of the System, but not exceeding \$5,600.00 (inclusive of GST).

"Documented Expenses" means the receipted-costs paid by the Supplier to third parties for the components used to construct and install the System at the Sites.

5.3. Payment

The RTA must pay the Licence Fee within 60 days of the Supplier providing proper third party receipts for the Documented Expenses.

6 GST

6.1. Amounts Stated Exclusive of GST

All monetary amounts stated as payable in this Deed are (unless the contrary is expressly stated) quoted as GST-exclusive (that is, if *GST* is payable then it must be paid on top of the amount as well).

6.2. GST Payable On Top

If a party ("the Supplier") makes a *taxable supply* in connection with this Deed to the other party ("the Payer"), then the Payer must also pay, at the same time and in the same manner as for the *taxable supply*, the amount of any *GST* payable in respect of the *taxable supply*.

6.3. Registration

Unless a party is not *registered* for *GST* because it is not required to be *registered* for *GST* and it has advised the other party of that in writing before entering this Deed, each party warrants that at the time it makes any *taxable supply* under this Deed, it will be *registered* under the *GST Law* and it will provide evidence of *registration* and advise its *ABN* to the other party immediately upon receipt of a request.

6.4. Tax Invoice

The right of the Supplier to receive payment of the *GST* from the Payer is subject to the Supplier providing a valid *tax invoice* to the Payer.

6.5. Definitions

'GST' means any goods and services tax imposed by legislation enacted by the Commonwealth Government of Australia including a tax imposed by the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* ("*the GST Law*") and the related imposition Acts of the Commonwealth. Italicised words in this clause have the same meaning given in s.195.1 of *the GST Law* and their various grammatical forms have a corresponding meaning. A reference to a payment being made or received includes a reference to consideration other than money being given or received.

7 Limitation of Warranties

7.1. Limited Warranty As To The System

The System is licensed to the RTA "as is".

7.2. Limited Warranty As To The Devices

- (a) The Supplier warrants that the Supplier is the owner of the Devices at the Sites and will transfer unencumbered title to the RTA.
- (b) Subject to (a), the Devices are transferred to the RTA "as is"

7.3. No Other Warranties

The Supplier does not warrant that the System will be error-free or that any errors can be or will be corrected and to the maximum extent permitted by law, excludes all warranties in relation to the System (including any as to quality, fitness and suitability) other than those (if any) expressly provided in this Deed.

8 Documentation & Limited Support

8.1. Documentation

The Supplier must provide documentation (including diagrams, software instructions and specifications) to the RTA that:

- (a) describes the System and its functions; and
- (b) describes in detail how to use the System (including how to program the System using the System's software)

8.2. Software

The Supplier must provide a full working copy of the System's computer software to the RTA (together with the source code) so that the RTA can use the System in accordance with this Deed.

8.3. Limited Support

The Supplier must provide reasonable assistance to the RTA in explaining to the RTA:

- (a) how the System works;
- (b) how to use the System (including software to control timing); and
- (c) how to correct any known problems.

9 No Updates

9.1. No Updates

The Supplier is not required to provide updates or fixes for the System.

10 Termination of Deed

10.1. Termination for Breach

If a party ("Guilty Party") commits a serious breach this Deed and fails to rectify that breach within 10 Business Days after receipt of a notice from the other party ("Innocent Party") requiring rectification of the breach, then the Innocent Party may terminate this Deed by written notice to the Guilty Party.

11 Resolution of Disputes

The parties record their intention that, if any disputes or difference arises out of or in relation to this Deed, it will be resolved in a spirit of good faith and on a commercially realistic basis by negotiation or mediation.

A mediator must be an independent person chosen by the parties or, at their request, by LEADR, of 15 - 17 Young Street, Sydney, Australia (<http://www.leadr.com.au/>).

The role of the mediator will be to assist the parties in negotiating a mutually satisfactory resolution of the dispute or difference, but not to make a binding decision.

Each party must bear its own costs of resolving any dispute or difference under this clause and the parties must bear equally the costs of any mediator appointed in accordance with this clause.

Each party must continue to perform its obligations under this Deed, notwithstanding the existence of a dispute

Nothing in this clause requires a party to undertake mediation before terminating this Deed under clauses 10.1.

12 No Compensation

12.1. No Compensation

The Supplier acknowledges that:

- (a) he developed the System at his own initiative out of concern for the public interest; and
- (b) he did not develop the System or install the System at the Sites at the RTA's request; and
- (c) the RTA is not liable in any way (including compensation for costs) for the Supplier's development and installation of the System at the Sites.

12.2. Clause 5.1 Prevails

Nothing in this clause 12 affects the RTA's liability to pay the Licence Fee under clause 5.1

13 General Provisions

13.1. Governing Law

This Deed is governed by New South Wales law and the parties submit to the jurisdiction of the courts of New South Wales.

13.2. Severability

If a provision of this Deed extends beyond the limitations set by any law but if it were not so extended would remain unaffected, the provision is deemed to be varied so as not to extend beyond the limitation. Any clause or part of a clause in this Deed, which is void, illegal or unenforceable, may be severed from this Deed without affecting any other part of this Deed.

13.3. Entire Deed

This Deed contains the entire understanding of the parties in relation to the subject matter of the Deed and supersedes any other written or oral representation or statement made by either party or its employees, officers or agents prior to the date of this Deed.

13.4. Notices

A notice under this Deed is properly served on a party if in writing and delivered personally or by prepaid mail to the following addresses or to any other address notified in writing by that party:

To the RTA: Director, Business Coordination, Road Safety and Policy
RTA
260 Elizabeth St
Surry Hills 2010

To The Supplier: Mr Peter Olsen
11 Maple Street
Lugarno
NSW 2210

A person duly authorised by the sender must sign a notice given under this Deed.

A notice given under this Deed will be deemed given when delivered to the above address.

13.5. Relationship of the Parties

This Deed does not create any partnership, joint venture or agency relationship between the parties.

13.6. Variation

A variation of this Deed must be in writing and signed by the parties.

13.7. Assignment

RTA may assign its rights and obligations arising out of or under this Deed in its absolute discretion.

13.8. Counterparts

This Deed may be executed in any number of counterparts.

All counterparts, taken together, constitute one instrument.

A party may execute this Deed by signing any counterpart.

13.9. Non-Merger (Survival)

The following provisions do not merge in the completion or termination of this Deed: 2.1, 4.1, 4.2, 7.2(a), 11, and 12

SCHEDULE 1

Description of the System

- The system consists of two lights that flash alternately to warn motorists of an active school zone.
- The system is ordinarily located on top of the regulatory school zone speed sign and is controlled by a software system. This controls the time at which the lights flash and the days on which they flash.
- The lights are programmed to only operate at school zone times and on gazetted school days.

SCHEDULE 2

Sites

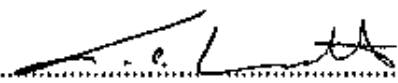
The System is currently installed at the following four sites in Peakhurst and Lugarno: are:

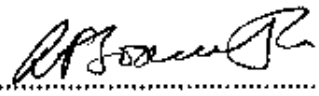
Name of School	Location
• Peakhurst West Public School	Belmore Road heading north, Belmore Road heading south
• Peakhurst Public School	Bonds Road, heading south east Bonds Road, heading north west
• Georges River College (aka Peakhurst High)	Isaac Street heading east Issac Street heading west near Peace Avenue,
• Lugarno Public School	Old Forest Road heading south Lugarno Parade heading east

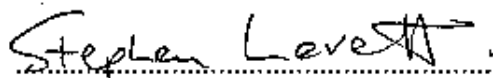
Executed as a Deed:

**Executed as a Deed for Roads and
Traffic Authority of New South
Wales** by its authorised delegate:

R. F. S. Job
General Manager,
Road Safety.

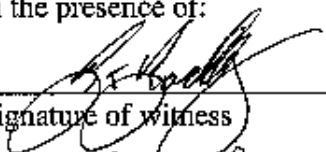

.....
Signature of witness

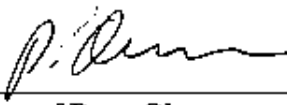

.....
Signature of authorised delegate

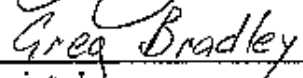

.....
Name of witness

R. F. S. Job 28.2.07
.....
Name of authorised delegate

**Executed as a deed by Peter Olsen
in the presence of:**


.....
Signature of witness


.....
Signature of Peter Olsen


.....
Name printed