

THE GLOBAL SLAVERY INDEX

GLOBAL SLAVERY INDEX DATA LICENSE

Background

- A Walk Free produces from time to time a research report known as the Global Slavery Index and accompanying Global Data Table and Code Book, known as the Work.
- B Walk Free is the owner of the Work and is entitled to licence the Work. The Licensee wishes to use the Work.
- C Walk Free agrees to grant a licence to the Work, and the Licensee agrees to use the Work subject to the terms of this Agreement.
- D Walk Free and the Licensee acknowledge that there are benefits to Walk Free in making the Work accessible to the Licensee and in allowing the Licensee to use the Work subject to the terms of this Agreement.
- E Any use of the Work other than as authorised under this Licence or copyright law is prohibited.

Agreed terms

1 Definitions

In this Agreement these terms have the following meanings:

Business Day	A day which is not a Saturday, Sunday or bank or public holiday in Western Australia.
Collection	The Work in its entirety in unmodified form along with one or more other separate and independent works, assembled into a collective whole. A Collection will not be considered a Derivative Work for the purposes of this Licence.
Derivative Work	(a) Material in any form that is created by editing, modifying or adapting the Work, a substantial part

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	(b) May, for example, include a translation, adaptation, musical arrangement, dramatisation, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which the Work may be transformed or adapted, except that a Collection will not be considered a Derivative Work for the purpose of this Licence.
Distribute	To make available to the public by any means, including publication, electronic communication, or broadcast.
Intellectual Property Rights	Any copyright, trade or service mark, design, patent, trade, business or company name, indication or source or appellation of origin, or other proprietary right, or any right to registration of such rights, both in Australia and throughout the world.
Walk Free	The Minderoo Foundation Pty Ltd as trustee for The Minderoo Foundation Trust trading as the Walk Free Foundation (ABN 24 819 440 618) of 80 Birdwood Parade, Dalkeith, Western Australia, 6009.
Moral Rights	The moral rights granted by law to the individuals or entities who created a copyright work.
Reproduce	To make a copy of the Work in any material form, including storage in digital form.
Term	The term of this Agreement, as per clause 2.
Work	The material (including any work or other subject matter) which is offered under the terms of this Licence, comprising the following, to the extent that any copyright subsists in such material: <ul style="list-style-type: none"> (a) Global Slavery Index 2018 Global Data Table (prevalence, vulnerability, government responses and G20 at-risk imports) and Code book; and (b) the information and data they contain.
Licensee	You, the recipient of the License who wishes to use the Work defined in this Agreement.

2 Term

This Agreement commences on the date the Licensee accepts the terms and conditions of this Agreement and continues indefinitely, unless terminated

earlier in accordance with its terms.

3 Licence

3.1 Grant of rights

In consideration of the promises and undertakings given by the Licensee in this Agreement for, Walk Free grants to the Licensee a worldwide, royalty-free, non-exclusive, licence to exercise the following rights for any purpose (including commercial purpose of the Licensee) during the Term on the terms of this Agreement:

- (a) Reproduce the Work or one or more Derivative Works to create other works that are not Derivative Works;
- (b) Incorporate the Work into one or more Collections;
- (c) Reproduce the Work as incorporated in any Collection; and
- (d) create and Reproduce one or more Derivative Works.

This licence excludes all rights to Distribute the Work, a Derivative Work or the Work as incorporated in any Collection.

3.2 Media and formats

The rights specified in **clause 3.1**:

- (a) may be exercised in any media or format whether now known or hereafter created; and
- (b) include the right to make modifications that are technically necessary to exercise the rights in other media and formats.

3.3 Other rights reserved

All rights not expressly granted by Walk Free are reserved.

3.4 Promotion

With the Licensee's prior written consent (which shall not be unreasonably withheld), Walk Free may:

- (a) Promote, advertise or describe the Work in any Distribution by referring to the Licensee and its use of the Work or associated outcomes (e.g. through a case-study);
- (b) Use the Licensee's trademarks, logos or branding or refer to the Licensee in any way for the purposes of **clause 3.4(a)**; and
- (c) Should the Licensee make a donation to Walk Free as mentioned in **clause 3.5**, the Licensee consents to Walk Free displaying the Licensee's name and/or logo in a list of users of the Work on Walk Free's website, but not the amount of any donation.

3.5 Donations

Walk Free encourages donations from commercial organisations who use the Works to support Walk Free in maintaining and updating its datasets and the

Work, and Walk Free may from time to time make donation suggestions to the Licensee. However, the Licensee is not obliged to make any donations to Walk Free, and this Licence is not conditional upon any donations.

4 Fair dealing and other rights

Nothing in this Licence is intended to reduce, limit, or restrict any uses free from copyright or rights arising from limitations or exceptions under copyright law or any other applicable laws.

5 Restrictions

5.1 General

- (a) The Licence granted above is limited by the restrictions set out in this **clause 5**.
- (b) The Licensee must not use the Work, or any part of the Work, for any purpose other than in accordance with this Licence.
- (c) The Licensee must keep intact all notices that refer to this Licence and to the disclaimer of warranties with every copy of the Work, Derivative Work and Collection;
- (d) For the avoidance of doubt, while this **clause 5.1** applies to the Work as incorporated into a Collection, it does not require other material within the Collection, or the Collection apart from the Work itself, to be made subject to this Licence.
- (e) The Licensee may refer to or describe its use of the Work in connection with any use by it of the Work in accordance with this Licence, but must not assert or imply:
 - (i) any connection between Walk Free and the Licensee or the Licensee's use of the Work; or
 - (ii) sponsorship or endorsement by Walk Free of the Licensee or the Licensee's use of the Work,

except with Walk Free's separate, express prior written permission.

- (f) The Licensee, when referencing use of the Work, must credit in a manner reasonable to the medium or means that the Licensee is using, the use of the Work in substantially the following form:

"Global Slavery Index [year] Dataset, Walk Free Foundation, available from: www.globalslaveryindex.org"

5.2 No sub-licence

The Licensee is not permitted to grant any sub-licence of its rights under **clause 3.1** to any party unless Walk Free's prior written consent is obtained.

6 Intellectual Property

- (a) Any Work provided to the Licensee under this Licence, or which is developed in accordance with, or result from the provision of, the Work to the Licensee, remains the property of Walk Free, and nothing in this Licence assigns any Intellectual Property Rights in the Works to the Licensee or to anyone else.
- (b) Moral Rights remain unaffected by this Licence to the extent they are recognised at law.
- (c) All of the Licensee's data and collection with the exclusion of the Work is and remains the property of Licensee.

7 Warranties

7.1 Warranties

Each party represents and warrants to the other party that:

- (a) it has the unconditional capacity and authority to enter into this Agreement;
- (b) this Agreement constitutes its valid and legally binding obligations and is enforceable against it by the other party in accordance with its terms.

Walk Free warrants that the Licensee's proposed use of the work under license will not infringe the Intellectual Property Rights of any third party.

7.2 No warranties by Walk Free

The Licensee acknowledges and agrees that except as expressly set out in this Agreement, Walk Free has not made, and does not by entering into this Agreement make, any representation or warranty, express or implied, regarding:

- (a) the contents or accuracy of the Work;
- (b) title, merchantability, or fitness for a particular purpose;
- (c) the absence of latent or other defects; or
- (d) the presence or absence of errors, whether or not discoverable.

8 Liability

- (a) To the extent permitted by law, Walk Free will not be liable to the Licensee on any legal basis (including without limitation, negligence) for any loss or damage whatsoever, including, without limitation:
 - (i) loss of production or operation time, loss, damage or corruption of data or records;
 - (ii) loss of anticipated savings, opportunity, revenue, profit or goodwill, or other economic loss; or

- (iii) any special, incidental, consequential, punitive or exemplary damages,
arising out of or in connection with this Licence or the use of the Work.
- (b) All express and implied terms, conditions, guarantees and warranties which otherwise might apply to, or arise out of, this Agreement are excluded other than:
 - (i) as provided in this Agreement; and
 - (ii) terms, conditions, guarantees and warranties which cannot lawfully be excluded or modified by agreement including those under the *Competition and Consumer Act 2010* (Cth) and corresponding provisions of state legislation.
- (c) If applicable legislation implies warranties or conditions, or imposes obligations or liability on Walk Free in respect of this Licence that cannot be wholly or partly excluded, restricted or modified, Walk Free's liability is limited, to the extent permitted by law, at its option, to:
 - (i) in relation to goods, replacing or repairing the goods, or paying for the costs of replacing or repairing the goods; and
 - (ii) in relation to services, the re-supply of the services or payment of the cost of having the services re-supplied.

9 Termination

- (a) This Licence and the rights granted to the Licensee under this Licence shall terminate automatically upon any breach by the Licensee of the terms of the Licence.
- (b) **Clauses 1, 6, 7, 8, 9, 10, and 11** shall survive any termination of this Licence.

10 Walk Free's rights retained

- (a) Walk Free reserves the right to release the Work under different licence terms or to stop distributing the Work at any time.
- (b) Any release in accordance with **clause 10(a)** will not withdraw this Licence (or any other licence that has been granted under the terms of this Licence), and this Licence will continue in full force and effect unless terminated in accordance with **clause 9**.

11 General

11.1 Notices

- (a) A notice, demand, certification, process or other communication relating to this Agreement must be in writing in English and may be given by an agent of the sender.
- (b) In addition to any other lawful means, a communication may be given by being:
 - (i) personally delivered;
 - (ii) left at the party's registered office address;
 - (iii) sent to the party's registered office address by pre-paid ordinary mail or, if the address is outside Australia, by pre-paid airmail; or
 - (iv) emailed to the email address last notified by the addressee.
- (c) Subject to **clause 11.1(d)**, a communication is given if posted:
 - (i) within Australia to an Australian postal address, three Business Days after posting; or
 - (ii) outside of Australia to an Australian postal address or within Australia to an address outside of Australia, ten Business Days after posting.
- (d) If a communication is given:
 - (i) after 5.00 pm in the place of receipt; or
 - (ii) on a day which is a Saturday, Sunday or bank or public holiday in the place of receipt,

it is taken as having been given at 9.00 am on the next day which is not a Saturday, Sunday or bank or public holiday in that place.
- (e) Each party may from time to time change its address for service by notice to each other party.
- (f) Any process or other document relating to litigation, administrative or arbitral proceedings relating to this Agreement may be served by any method contemplated by this **clause 11.1** or in accordance with any applicable law.

11.2 Legal costs

Each party must pay its own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under this Agreement.

11.3 Rights cumulative

Except as expressly stated otherwise in this Agreement, the rights of a party under this Agreement are cumulative and are in addition to any other rights of that party.

11.4 Further steps

Each party must promptly do whatever any other party reasonably requires of it to give effect to this Agreement and to perform its obligations under it.

11.5 Consents

Except as expressly stated otherwise in this Agreement, a party may conditionally or unconditionally give or withhold any consent to be given under this Agreement and is not obliged to give its reasons for doing so.

11.6 Severability

- (a) If any provision of this Licence is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this Licence.
- (b) Without further action by the parties to this Agreement, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

11.7 Waiver and exercise of rights

- (a) A single or partial exercise or waiver by a party of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right.
- (b) A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.
- (c) No term of this Agreement shall be deemed waived and no breach consented to unless such waiver or consent is in writing and signed by the relevant party.

11.8 Assignment

- (a) A party must not assign or deal with any right under this Agreement without the prior written consent of the other parties.
- (b) Any purported dealing in breach of this clause is of no effect.

11.9 Liability

An obligation of two or more persons binds them separately and together.

11.10 Entire understanding

- (a) This Agreement contains the entire understanding between the parties as to the subject matter of this Agreement.
- (b) All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this Agreement are merged in and superseded by this Agreement and are of no effect. No party is liable to any other party in respect of those matters.
- (c) No oral explanation or information provided by any party to another:
 - (i) affects the meaning or interpretation of this Agreement; or

- (ii) constitutes any collateral agreement, warranty or understanding between any of the parties.
- (d) Walk Free shall not be bound by any additional provisions that may appear in any communication from the Licensee.

11.11 Amendment

This Agreement may only be varied or replaced by an agreement duly executed by the parties.

11.12 Governing law

- (a) This Agreement is governed by and is to be construed in accordance with the laws applicable in Western Australia.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Western Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

11.13 Construction

Unless expressed to the contrary, in this Agreement:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) 'includes' means includes without limitation;
- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it; and
- (f) a reference to:
 - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) any legislation or subordinate legislation includes any corresponding later legislation or subordinate legislation; and
 - (iii) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation
- (g) '\$' or 'dollars' is a reference to Australian currency;
- (h) time is of the essence.