



# Data Sharing Agreement

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Australian Wool Innovation Limited ACN 095 165 558 (**AWI**)

## **Data Recipient**

COMPANY NAME:

ACN:

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# Details

Date

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## Parties

Name	<b>Australian Wool Innovation Limited</b> ACN 095 165 558
Short form name	<b>AWI</b>
Role	Discloser
Notice details	Level 3, 24 York Street, Sydney NSW 2000 GPO Box 4177, Sydney NSW 2001 Email: legal@wool.com Attention:

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Name	ACN
Role	<b>Data Recipient</b>
Notice details	Email: Attention:

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## Background

- A AWI holds a repository of wool Life Cycle Inventory Data (**LCI Data**) and Life Cycle Impact Assessment Data (**LCIA Data**).
- B The Data Recipient wishes to obtain a licence to use certain parts of the wool LCI Data and LCIA Data for the Approved Purpose.
- C AWI is willing to grant the Data Recipient a licence to that data on the terms set out in this Agreement.



# Agreed terms

## 1. Defined terms & interpretation

### 1.1 Defined terms

In this document:

**Approved Use** means the permitted uses that the Data Recipient may make of the Licensed Data as identified in Schedule 1.

**Aggregated Data** means a dataset that is comprised of:

- (a) Transformed Data that has been derived from Raw Data; and
- (b) Data sourced from third-party life-cycle inventory databases

and includes any dataset described in, or produced by means of any of the processes described in Approved Use.

**Business Day** means:

- (a) for receiving a notice under clause 10, a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where the notice is received; and
- (b) for all other purposes, a day that is not a Saturday, Sunday, bank holiday or public holiday in New South Wales, Australia.

**Change of Control** in relation to a party, the occurrence of any of the following:

- (a) the sale of all or substantially all of that party's assets;
- (b) a change in the shareholding of the party (provided that the party is not listed on a recognised securities exchange) that results in a different person or group of persons having control of the composition of the board of directors or more than 50% of the shares giving a right to vote at general meetings; or
- (c) a change in the shareholding of the party's holding company (provided that the holding company is not listed on a recognised securities exchange) that results in a different person or group of persons having control of the composition of the board of directors or more than 50% of the shares giving a right to vote at general meetings.

**Commencement Date** means the date this agreement takes effect as identified in Schedule 1.

**Confidential Information** means:

- (a) the following information, regardless of its form and whether Data Recipient becomes aware of it before or after the date of this agreement:
  - (i) all information and know-how relating to Licensed Data; and
  - (ii) all other information treated by AWI as confidential;
- (b) all notes and other records prepared by Data Recipient based on or incorporating information referred to in (a); and
- (c) all copies of the information, notes and other records referred to in paragraphs (a) or (b), except information:
- (d) Data Recipient creates (whether alone or jointly with any third person) independently of AWI and the Licensed Data; or
- (e) that is public knowledge (otherwise than as a result of a breach of confidentiality by Data Recipient or any of its permitted disclosees).

**Cyber Attack** means any action taken through the use of computer networks or any unauthorised access to or use of a computer system that has an adverse effect on the security, accessibility or reliability of any data hosted or stored in the Data Recipient's systems.

**Delivery Format** means the format the Licensed Data will be provided to the Data Recipient as identified in Schedule 1.

**Intellectual Property Rights** means all intellectual property rights, including the following rights:

- (a) patents, copyright, rights in circuit layouts, designs, trade and service marks (including goodwill in those marks), domain names and trade names;
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and
- (c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) that may subsist anywhere in the world (including Australia),

whether or not such rights are registered or capable of being registered.

**Insolvency Event** means the occurrence of any one or more of the following events in relation to a party:

- (d) it is insolvent as defined by section 95A of the *Corporations Act 2001* (Cth) as disclosed in its accounts or otherwise, states that it is insolvent, is presumed to be insolvent under an applicable law (including under section 459C(2) or section 585 of the Corporations Act) or otherwise is, or states that it is, unable to pay all its debts as and when they become due and payable;
- (e) any step is taken to appoint a receiver, a receiver and manager, a liquidator or a provisional liquidator or other like person to it or any of its assets, operations or business;
- (f) an administrator is appointed to it under sections 436A, 436B or 436C of the Corporations Act;
- (g) a controller (as defined in section 9 of the Corporations Act) is appointed to it or any of its assets;
- (h) an application is made to a court for an order, or an order is made, that it be wound up, declared bankrupt or that a provisional liquidator, receiver or receiver and manager be appointed, and that application is not withdrawn, struck out or dismissed within 15 Business Days of it being made;
- (i) any step is taken to enter into an arrangement or composition with one or more of its creditors, or an assignment for the benefit of one or more of its creditors[, in each case other than to carry out a reconstruction or amalgamation while solvent];
- (j) it proposes a winding-up, dissolution or reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors;
- (k) it is taken to have failed to comply with a statutory demand under section 459F(1) of the Corporations Act;
- (l) a notice is issued under section 601AA or section 601AB of the Corporations Act [and not withdrawn or dismissed within 15 Business Days;
- (m) it ceases to carry on business or threatens to do so, other than in accordance with the terms of this agreement; or
- (n) anything occurs under the law of any jurisdiction which has a substantially similar effect to any of the events set out in the above paragraphs of this definition.

**Licensed Data** means the data sets identified in Schedule 1.

**Life Cycle Impact Assessment Data (LCIA Data)** means data relating to the environmental impacts associated with the production, processing, use and end-of-life of textiles.

**Life Cycle Inventory Data (LCI Data)** means data relating to the input and output flows for a product system, including raw resources or materials, energy by type, water, and emissions to air, water and land by specific substance.

**Raw Data** means datasets containing unprocessed or disaggregated data.

**Security Incident** means a security breach or violation where:

- (o) action is taken through the use of the Data Recipient's system that results in an actual or potential adverse effect of the Licensed Data; or
- (p) there is any other unauthorised access or use by a third party of the Data Recipient's systems or misuse, damage or destruction of the Data Recipient's system by any person.

**Term** means the duration of time identified in Schedule 1.

**Territory** means the region identified in Schedule 1.

**Transformed Data** means data or information that is directly or indirectly derived from any of the Raw Data by way of transformation of the Raw Data so as to make the Raw Data useable for the purposes of analysis, including by way of:

- (a) deletion of, or employment of other processes to deal with, duplication;
- (b) de-identification (including anonymisation or pseudonymisation);
- (c) enhancement (for example, adding the country code to a telephone number or the postcode to an address);
- (d) creation of consistent, logical variable formats (for example, changing date formats for consistency throughout a dataset);
- (e) summarising data (for example, creating a sum or average);
- (f) recoding (for example, creation of a factor variable for use in place of, or in addition to, a character variable, or recoding levels within a factor);
- (g) employment of processes to deal with missing data (for example, coding items as not applicable or not available, or filling in missing data by imputation);
- (h) standardisation of different systems (for example, converting one scale of measurement to another); or
- (i) variable matching (for example, to create a consistent baseline for measurements),

and includes any data or information described in, or produced by means of any of the processes described in the Approved Use.

## 1.2 Interpretation

In this agreement, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this agreement, and a reference to this agreement includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to **A\$, \$A, dollar** or **\$** is to Australian currency;
- (f) a reference to time is to Sydney, Australia time;
- (g) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (h) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (i) a word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act;
- (j) the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions;
- (k) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (l) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;

- (m) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this agreement or any part of it; and
- (n) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

### **1.3 Headings**

Headings are for ease of reference only and do not affect interpretation.

## **2. Licence to the Licensed Data**

### **2.1 Grant of licence**

AWI grants the Data Recipient a non-exclusive, non-transferable licence to use the Licensed Data for the Approved Purpose during the Term in the Territory.

### **2.2 Provision of Data**

Within 15 Business Days of the Commencement Date, AWI will provide the Licensed Data to the Data Recipient in the Delivery Format.

### **2.3 Ownership of the Licensed Data**

For the avoidance of doubt, the grant of the licence under clause 2.1 and the provision of the Licensed Data under clause 2.2 does not assign any right, title or interest to the Licensed Data or any Intellectual Property Rights that subsist in the Licensed Data to the Data Recipient.

### **2.4 Prohibited use of Data**

- (a) Except to the extent expressly described in the Approved Use, the Data Recipient must not:
  - (i) rent, lease, sub-licence, lend, sell, assign or in any other way commercially deal with the Licensed Data, or purport to do so;
  - (ii) alter any Licensed Data in any way (including by generating Transformed Data from Raw Data);
  - (iii) aggregate or otherwise combine the Licensed Data with any other data (regardless of the source of that other data) in any way; or
  - (iv) process or otherwise use the Licensed Data to produce new data.
- (b) The Data Recipient will not use the Licensed Data for any purpose that would be detrimental to the reputation or goodwill of AWI, or the use of wool as a textile.

## **3. Data Storage and Security**

### **3.1 Storage**

The Data Recipient must store and protect the Licensed Data in its possession or control with appropriate security measures at a standard not less than prudent industry standards having regard to:

- (a) the nature and characteristics of the Licensed Data;
- (b) the Delivery Format and the medium in which it is stored by the Data Recipient; and
- (c) any instructions provided to the Data Recipient by AWI.

### **3.2 Security safeguards**

The Data Recipient must:

- (a) develop, implement, maintain and use prudent and effective administrative, technical and physical measures and safeguards to preserve and protect the security, integrity and confidentiality of the Licensed Data to prevent any:
  - (i) accidental destruction, loss or alteration; and
  - (ii) unauthorised access to, use, modification, disclosure or loss of any Licensed Data;
- (b) take all reasonable and prudent steps consistent with good industry practice to reduce the risk of:
  - (i) Cyber Attacks and Security Incidents in its systems that handle and store the Licensed Data;
  - (ii) Cyber Attacks and Security Incidents that arise from the acts or omissions of its personnel;
- (c) ensure that all Licensed Data is encrypted or is protected by other technical means, so that it cannot be read, copied, changed or deleted by unauthorised persons while in storage and while it is being transferred electronically or transferred or saved on a data medium;
- (d) at the request of AWI, provide details of its security measures in place to protect the Licensed Data; and
- (e) at the request of AWI, provide access to the Data Recipient's premises and facilities used to handle or store Data to enable AWI or its agents to audit the Data Recipient's compliance with this clause 3. AWI (and its agents) must take all reasonable steps to minimise disruption to the Data Recipient's business operations.

## 4. Confidential information

### 4.1 Use and disclosure

Data Recipient:

- (a) may use Confidential Information only for the purposes expressly permitted in this agreement; and
- (b) must keep confidential all Confidential Information except:
  - (i) for disclosure permitted under clause 4.2; and
  - (ii) to the extent (if any) Data Recipient is required by law to disclose any Confidential Information.

### 4.2 Permitted disclosure

The Data Recipient may disclose Confidential Information to persons who:

- (a) have a need to know for the purposes of this Approved Purpose (and only to the extent that each has a need to know); and
- (b) before disclosure:
  - (i) in the case of the Data Recipient's officers and employees, have been directed by the Data Recipient to keep confidential all Confidential Information; and
  - (ii) in the case of other persons approved in writing by AWI, have agreed in writing with the Data Recipient to comply with substantially the same obligations in respect of Confidential Information as those imposed on Data Recipient under this agreement,
 (each a **Direction**).



### **4.3 Obligations**

The Data Recipient must:

- (a) ensure that each person to whom it discloses Confidential Information under clause 4.2 complies with its Direction; and
- (b) notify AWI of, and take all steps to prevent or stop, a suspected or actual breach of a Direction.

### **4.4 Disclosure by law**

If the Data Recipient is required by law to disclose any Confidential Information to a third person (including, but not limited to, government), the Data Recipient must:

- (a) before doing so:
  - (i) notify AWI; and
  - (ii) give AWI a reasonable opportunity to take any steps that AWI considers necessary to protect the confidentiality of that information; and
- (b) notify the third person that the information is confidential information of AWI.

## **5. Destruction or return of Licenced Data**

### **5.1 Request by AWI**

- (a) AWI may, at any time, require the Data Recipient to destroy or return any of the Licensed Data in the Data Recipient's possession, custody or control.
- (b) The Data Recipient must, on AWI's request, destroy or return the identified Licensed Data to AWI:
  - (i) within the timeframe requested by AWI (not to be less than 48 hours); and
  - (ii) where the request is to destroy the Licensed Data, in accordance with clause 5.2.

### **5.2 Manner of destruction**

If AWI requests Licenced Data in the possession, custody or control of the Data Recipient to be destroyed, the Data Recipient must ensure that:

- (a) such destruction is undertaken in a manner that ensures that, so far as is reasonably feasible, all copies of the data are deleted and no reconstruction of the data is possible; and
- (b) such destruction is recorded in a manner that evidences the destruction.

## **6. Publication and Disclosure**

- (a) If an Approved Purpose in connection with the Licensed Data includes publishing or otherwise providing analysis or a report to a third party that includes information derived from the Licenced Data, the Data Recipient must not publish or otherwise disclose the information without first obtaining AWI's written consent.
- (b) AWI may withhold its consent to publication or disclosure of the Licenced Data or information derived from the Licensed Data at its absolute discretion.
- (c) Prior to any proposed publication or disclosure of the Licensed Data or information derived from the Licensed Data, the Data Recipient must provide a copy of:
  - (i) any proposed analysis or report; and
  - (ii) any algorithm or methodology applied to analyse the Licensed Data,to AWI at least 20 Business Days before providing a copy of the analysis or publication to any other person.

- (d) AWI may, within 10 Business Days' of receipt of the proposed analysis or report reasonably request the Data Recipient to delay publication or disclosure of the analysis or report so that any of AWI's Confidential Information may be removed from the publication and any errors or omissions identified by AWI may be corrected. The Data Recipient must comply with AWI's reasonable requests, including to amend or update the analysis or report to accommodate AWI's requests.

## **7. Acknowledgement and Limitation of Liability**

### **7.1 Acknowledgement**

The Data Recipient acknowledges that:

- (a) AWI makes no representation, warranty, undertaking or covenant regarding the Licensed Data including as to the accuracy, completeness or currency of the Licensed Data or that it is not misleading or deceptive; and
- (b) The Licensed Data is supplied by AWI to the Data Recipient "as is" and that AWI accepts no liability in relation to its use by the Data Recipient in accordance with the Authorised Purpose.

### **7.2 Exclusion and Limitation of Liability**

- (a) AWI expressly excludes all rights, representations, guarantees, conditions, warranties, undertakings, remedies or other terms in relation to the Licensed Data that are not expressly set out in this agreement to the maximum extent permitted by law.
- (b) Nothing in this agreement is intended to have the effect of excluding, restricting or modifying the application of all or any of the provisions of Part 5-4 of the Australian Consumer Law (Schedule 2, Competition and Consumer Act 2010 (Cth)), or the exercise of a right conferred by such a provision, or any liability of AWI in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the Australian Consumer Law to a supply of goods or services.
- (c) If AWI is liable to the Data Recipient in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the Australian Consumer Law that cannot be excluded, AWI's total liability to the Data Recipient for that failure is limited to, at the option of the AWI:
  - (i) in the case of services, the resupply of the services or the payment of the cost of resupply; and
  - (ii) in the case of goods, the replacement of the goods or the supply of equivalent goods, or the repair of the goods, or the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired.
- (d) Subject to the other terms of this clause 7, AWI excludes any liability to the Data Recipient, whether in contract, tort (including negligence) or otherwise, for any special, indirect or consequential loss arising under or in connection with this agreement, including any:
  - (i) loss of profits;
  - (ii) loss of sales or business;
  - (iii) loss of production;
  - (iv) loss of agreements or contracts;
  - (v) loss of business opportunity;
  - (vi) loss of anticipated savings;
  - (vii) loss of or damage to goodwill;
  - (viii) loss of reputation; or
  - (ix) loss of use or corruption of software, data or information.

## 8. Indemnity

The Data Recipient indemnifies AWI against any losses, liabilities, costs, charges or expenses (including any direct, indirect, special or consequential losses) and all interest, penalties and legal costs (Calculated on a full indemnity basis) and all other professional costs and expenses suffered or incurred by AWI arising out of or in connection with:

- (a) the Data Recipient's breach or negligent performance or no-performance of its obligations arising under this agreement; and
- (b) the enforcement of this agreement.

## 9. Term and Termination

- (a) This agreement commences on the Commencement Date and continues for the Term unless terminated earlier in accordance with this clause 9.
- (b) Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
  - (i) the other party commits a material breach of any term of this agreement and either:
    - (A) the breach is irremediable; or
    - (B) the breach is remediable and the other party fails to remedy that breach within a period of 5 days after the other party has, or is deemed to have received notice requesting it to do so;
  - (ii) an Insolvency Event occurs in relation to the other party (and the *Corporations Act 2001* (Cth) does not prevent the non-defaulting party from terminating this agreement because of that Insolvency Event);
  - (iii) there is a Change of Control of the other party, without the consent of the first party.
- (c) For the purposes of this clause, a material breach includes a breach or anticipatory breach by the Data Recipient of its obligations arising under this agreement that would have a serious effect on AWI or the Licensed Data, including to affect the confidential nature or security of the Licensed Data.
- (d) Within 5 Business Days after termination of this agreement, the Data Recipient must at the election of AWI, either return or destroy the Licensed Data in accordance with clause 5, and provide written confirmation that this has occurred.
- (e) Clauses 4, 5, 7, 8, 9, 10 and 11 continue to have effect following the termination of this agreement.

## 10. Notices and other communications

### 10.1 Service of notices

A notice, demand, consent, approval or communication under this agreement (**Notice**) must be:

- (a) in writing, in English and signed by a person duly authorised by the sender; and
- (b) hand delivered or sent by prepaid post or email to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

### 10.2 Effective on receipt

A Notice given in accordance with clause 10.2 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);

- (c) if sent by email to the nominated address, five hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

## **11. General**

### **11.1 Alterations**

This agreement may be altered only in writing signed by each party.

### **11.2 Assignment and novation**

No party may assign this agreement (or any right under it) or purport to novate its obligations under this agreement to another person without the prior written consent of each other party.

### **11.3 Costs**

Each party must pay its own costs of negotiating, preparing and executing this agreement.

### **11.4 Counterparts**

This agreement may be executed in counterparts, including electronic counterparts. All executed counterparts constitute one document.

### **11.5 Entire agreement**

This agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes all previous agreements or understandings between the parties in relation to its subject matter.

### **11.6 Further action**

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this agreement and any transaction contemplated by it.

### **11.7 Severability**

A term or part of a term of this agreement that is illegal or unenforceable may be severed from this agreement and the remaining terms or parts of the terms of this agreement continue in force.

### **11.8 Waiver**

A party does not waive a right, power or remedy if it fails to exercise, or delays in exercising, the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

### **11.9 Remedies cumulative**

Except where this agreement expressly states otherwise, the rights, powers and remedies granted to a party under this agreement are in addition to and do not, except to the extent expressly provided in this agreement, exclude or limit, any right, power or remedy provided by Law or by any other agreement.

### **11.10 Relationship**

This agreement does not create a relationship of employment, trust, agency or partnership between the parties.

#### **11.11 Governing law and jurisdiction**

This agreement is governed by the laws of New South Wales, Australia and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that jurisdiction.

# Schedule 1

<b>Commencement Date</b>	
<b>Term</b>	
<b>Territory</b>	
<b>Licensed Data</b> [Choose the datasets you wish to access] <ul style="list-style-type: none"> <li>• Greasy Wool (2020)</li> <li>• Full supply chain woollen processing (2017)</li> <li>• Full supply chain worsted processing (2017)</li> <li>• 12 individual wool processing stages:             <ul style="list-style-type: none"> <li>○ Blending and scouring</li> <li>○ Carbonising</li> <li>○ Carding</li> <li>○ CombingTop-making</li> <li>○ Spinning &amp; winding</li> <li>○ Shrink resist treatment</li> <li>○ Dyeing</li> <li>○ Finishing</li> <li>○ Weaving</li> <li>○ Garment Knitting</li> <li>○ Making up</li> </ul> </li> </ul>	
<b>Approved Use</b>	

# Signing page

**EXECUTED** as an agreement.

**Executed by Australian Wool Innovation, Ltd** in  
accordance with Section 127 of the *Corporations  
Act 2001*

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Signature of director

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Name of director (print)

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Signature of director/company secretary  
(Please delete as applicable)

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Name of director/company secretary (print)

**Executed by** in accordance  
with Section 127 of the *Corporations Act 2001*

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Signature of director

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Name of director (print)

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Signature of director/company secretary  
(Please delete as applicable)

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Name of director/company secretary (print)