

Appendix 7

Weed proforma

WEED NAME Genus & species	
COMMON NAME LOCAL NAME	
LOCATION	

LATITUDE(DMS/DD)	TEMP. PLOT No.
LONGITUDE(DD/DMS)	DATE
DATUM eg WGS 1984, GDA 1994, AGD 1966 AGD 1984	RECORDERS

LOCATION DESCRIPTION
SLOPE (%)
MOISTURE REGIME
SOIL TYPE
VEGETATION TYPE/DESCRIPTION
OTHER NOTES ie cultural notes, observations etc

WEED DENSITY H-heavy M-scattered to medium S-scattered U-undefined	Stages of weed growth present S-seedlings I-immature plants M-mature plantsadult D-dead plants
SIZE of UNITS M ² forsquare metres: Ha for hectares: Km ² for square kilometres	PLANTS SEEDING OR FLOWERING S-seeding F-flowering
WEED CONTROL MEASURES USED Include a.Weather conditions b.result of previous control measures c. weed—change in area, density, percentage kill d. regeneration—natives, which species e. action taken	

Appendix 8

NTDPIF letter re access to digital data

File Ref: 94/1455

Your Ref: N18: 97/0633

Mr Norman Fry
Chief Executive Officer
Northern Land Council
PO Box 42921
CASUARINA NT 0811

Dear Mr Fry

Northern Land Council access to digital weed information

We acknowledge the role of the Northern Land Council (NLC) in assisting land owners with weed management as described in your letter of 21 January 1998.

The Department of Primary Industry and Fisheries wishes to cooperate in the exchange of digital spatially referenced data on weed distribution and the application of control.

Northern Territory Government policy on access to digital spatially referenced data requires the completion of a data licensing agreement before the exchange of data commences.

DPIF wishes to protect the good relations it has with land owners and their common law right to privacy. vWhere land owners request that this Department should not provide data to a third party, we are obligated to respect those requests. Such a request will remain in place until nullified in writing.

Our Weeds Mapping Officer, Kate Sanford-Readhead, is ready to discuss the nature of the data you require and arrange the completion of the data license agreement (attached). While this paperwork is processed she would like to negotiate a plan of data supply to the NLC. This Department is in the process of collating and converting (to a format for use in a geographic information system) all spatially referenced digital weed data that has been collected by our officers over many years. The data supply plan would essentially be a timetable of the transfer of data area by area. This would ensure that the NLC receives data on high priority areas as soon as the data has been prepared for use on the GIS. This will also allow receipt of data by NLC for some areas while any problems with land owner permissions, if they arise, are resolved for other areas.

Please contact as to arrange the data license agreement and data supply plan.

Yours sincerely

C D R SMITH
Secretary

27 January 1999

Appendix 9

NTDPIF digital data transfer agreement

Agreement for the Supply of Digital Data

THIS AGREEMENT is made the ----- One Thousand Nine Hundred and Ninety Nine between

the NORTHERN TERRITORY OF AUSTRALIA (hereinafter called "the Territory") of the one part, and

the NORTHERN LAND COUNCIL (hereinafter called "the Applicant") of the other part.

WHEREAS

- A The Territory has in its possession and owns the copyright in certain digital data (hereinafter called "the data") described in Schedule 1.
- B The Applicant wishes to make use of the data as described in Schedule 2.
- C The Territory and the Applicant have agreed that subject to the terms of this licence granted under this agreement a copy of the data shall be released to the Applicant.

NOW in consideration of the sum as per Schedule 1 paid by the Applicant to the Territory

IT IS HEREBY AGREED as follows:-

1. The Territory grants a licence to the Applicant to use the data, subject to the terms of this Agreement and will supply to the Applicant a copy of the data..
2. The data and the copyright therein remains at all times the property of the Territory.
3.
 - (1) The Applicant shall treat the data as private and confidential and shall take all reasonable steps to keep the data private and confidential. To this end the Applicant shall:-
 - (a) maintain a system for the safe custody of the data and copies of the data;
 - (b) copy the data for its own purposes only;
 - (c) disclose the data only to those of its employees whose duties require a knowledge of, or access to, the data and take all reasonable steps to minimise the risk of disclosure of the data by those employees.
 - (2) Except as provided in this Agreement, the Applicant shall not, without the prior written consent of the Territory, disclose the data to a third party and, if that consent is given, the Applicant shall make known to the third party to whom the data is disclosed:
 - (a) That the data is subject to a license granted by the Territory;
 - (b) The terms of the Licence and that the third party expressly agrees and accepts those terms; and shall require:
 - (c) That the third person expressly acknowledge to the Territory that it is the owner of the data and the copyright by giving to the Applicant and to the Territory a written undertaking that it shall observe and perform with respect to the data terms and conditions similar to those contained in this Agreement.
- 4.(1) If the Applicant uses the data to produce materials which are to be disclosed or made available to a third party other than the Applicant or its employees, the Applicant shall prior to release allow sufficient time for the Territory to verify the presentation and analysis of the data and confirm this verification in writing prior to such release. No verification as may be given pursuant to this clause shall be considered an admission or render the Territory liable to any person for:

NTDPIF digital data transfer agreement

- (a) any representation or conduct made or constituted by the disclosure or availability of the materials;
or
 - (b) any error or inaccuracy in data used to produce the disclosed or available materials.
- (2) The Applicant shall also make known to the third party that:-
- (a) the data was used to produce the materials;
 - (b) the Territory is the owner of the data and the copyright therein; and
 - (c) the material produced using or incorporating any of the data cannot be copied or used in any other way without the permission of the Territory.
5. If the Applicant uses the data to publish materials to a third party, or for general sale, the Applicant shall, prior to any such publication or sale, notify the Territory of any such intent and supply full details of its proposals to the Territory. The Territory shall then determine the royalty, if any, to be paid (in addition to the licence fee under this Agreement) by the Applicant upon any such publication or sale. No determination or subsequent agreement or arrangement in respect to royalty as may be made, agreed or arranged pursuant to this clause shall render the Territory liable to any person for:
- (1) any representation or conduct made or constituted by the material published or sold; or
 - (2) any error or inaccuracy in the published or sold data, or the material published or sold using the data.
6. The Applicant shall not, and shall ensure that its employees shall not, without the prior consent in writing of the Territory use or permit the use of the data for any other purpose or in any other way than that set out in Schedule 2 hereto.
7. The Territory does not warrant:
- (a) that the data; or
 - (b) the medium by which the data is provided;
- does not contain errors, or is free of computer viruses or other conditions which could damage or interfere with data, hardware or software with which it might be used.
8. The Territory shall not be in any way liable for any loss, damage or injury suffered by the Applicant or any third party consequent upon or arising out of or incidental to errors in the data, computer viruses or any other conditions of the medium.
9. The Applicant agrees to release and indemnify the Territory, its officers and employees in respect of all claims for loss, damage or injury suffered by the Applicant or any third party resulting from their respective use of:
- (a) The data or any part thereof; or
 - (b) Any materials produced from the data or any part thereof.
10. If the Applicant or third party discovers any errors in the data or makes any modification or improvement therein, it shall forthwith inform the Territory accordingly and the Territory shall be entitled to make use of that information, modification or improvement.
11. (1.). This Agreement may be terminated at any time by the Territory giving to the Applicant one month's written notice of termination or may be immediately terminated by the Territory:
- (a) if the Applicant commits, or allows to be committed, a breach of any of the provisions of this Agreement; or
 - (b) if the Applicant becomes insolvent or, in the case of a company, is made the subject of winding up proceedings, whether voluntary or compulsory;
- and any termination of this Agreement shall be without prejudice to the rights of the Territory which may have accrued up to the date of such termination.

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(2.). On termination the Applicant shall forthwith either:

- (a) destroy; or
- (b) return to the Territory

At the Territory's election all the data (and copies, derivatives or materials in whatsoever medium incorporating any or all of the data) the subject of this Agreement.

12. (1) Any notice or communication under or in relation to this Agreement shall be deemed to have been duly given or served if it is in writing and posted in a prepaid letter addressed to the party to which it is to be given and shall be deemed to have been delivered in the ordinary course of post.

(2) Notices or communications by the Territory to the Applicant shall, unless otherwise notified by the Applicant to the Territory, be addressed to:-

The Chairman
C/o The Chief Executive Officer
NLC
PO Box 42921
CASUARINA, NT 0811

(3) Notices or communications by the Applicant to the Territory shall, unless otherwise notified by the Territory to the Applicant, be addressed to:-

The Secretary
C/o Manager Weed Mapping and Identification
Resource Protection Division, Weeds Branch

Department of Primary Industry and Fisheries (DPIF)
GPO Box 990
DARWIN NT 0801

FAX: (08) 89 992049

13. This Agreement shall be governed by and construed in accordance with the laws of the Northern Territory of Australia.

SCHEDULE 1

THE DATA TO BE SUPPLIED

Data concerning:

- location and characteristics of weed populations
- characteristics and spatial extent of weed control action.

relating to weeds on NLC Land Trust areas except where NTDPIF has been asked by the land owners to keep the data private.

COST OF DATA TO BE SUPPLIED

The nominal sum of \$1 on demand and costs associated with provision of data outside planned data preparation notified to the Applicant by Territory.

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SCHEDULE 2

PURPOSE FOR WHICH THE DATA IS TO BE USED

For the management of weeds on Land Trust areas under NLC jurisdiction.

IN WITNESS WHEREOF this Agreement has been signed by the parties as at the day and year first above written.

SIGNED for and on behalf of the)
NORTHERN TERRITORY OF AUSTRALIA)
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by))
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in the presence of))
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_____))
Witness)

SIGNED for and on behalf of)
The Northern Land Council)
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by))
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in the presence of))
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_____))
Witness)

Dated

NORTHERN TERRITORY OF AUSTRALIA

AND

NORTHERN LAND COUNCIL

AGREEMENT FOR THE SUPPLY OF DIGITAL DATA