



## SRES SOFTWARE LICENCE AGREEMENT

PARTIES	
<b>University</b>	<b>The University of Sydney</b> , a body corporate under the University of Sydney Act 1989, ABN 15 211 513 464, of c/o Commercial Development & Industry Partnerships, F23 Administration Building Level 3, Corner of Eastern Avenue and City Road, The University of Sydney, NSW 2006 Australia.
University Contact	Attention: Director, Commercial Development & Industry Partnerships Telephone: +61 2 9351 4000 Email: <a href="mailto:cdip@sydney.edu.au">cdip@sydney.edu.au</a> Fax: +61 2 8267 8145
<b>Licensee</b>	(ABN _____), of _____
Licensee Contact	Attention: Telephone: Email: Fax:
DETAILS	
<b>Effective Date</b>	
<b>Term</b>	Three years commencing from the Effective Date, as may be extended by mutual agreement in accordance with clause 6.1.
<b>Territory</b>	Australia
<b>Software</b>	The SRES (Student Relationship Engagement System) software described in Schedule 1, to be provided in source code form. It also includes any updates and new versions that the University in its sole discretion makes available to the Licensee from time to time.
<b>Documentation</b>	Documentation available at <a href="http://bit.ly/sres-user-guide">bit.ly/sres-user-guide</a> and any other manuals and/or documentation which may be provided to the Licensee by the University and which describe or relate to the operation of the Software.
<b>Permitted Use</b>	Install, load, display and allow Authorised Users to access and utilise the Software for the Licensee's internal non-commercial purposes only in the education sector.
<b>Authorised Users</b>	Any employees, students and contractors of the Licensee, as well as any other parties approved in writing in advance by the University. Honorary appointees may be Authorised Users if the appointee has entered into formal arrangements with the Licensee that secures the appointees compliance with the Licensee's policies and the terms of this agreement to the extent they apply to Authorised Users.
<b>Developer</b>	The Licensee is permitted to develop the Software in accordance with this agreement  Develop means to make an improvement, modification or adaptation to the Software that is not essential for the Licensee's use the Software in the form supplied by the University.

**SPECIAL TERMS**

Third Party Software

- (a) The Software uses software provided by third parties as set out in Schedule 2 (Third Party Software).
- (b) From the Effective Date the Licensee agrees to accept and comply with any Third Party Software licence terms published by the Third Party Software owner to the extent the Software uses all or part of the Third Party Software.
- (c) If the University makes any Software upgrades available to the Licensee, the University will use its best efforts to inform the Licensee of any Third Party Software required to use that upgrade.

**Note:** Unless indicated otherwise, all capitalised terms in column 1 of the Details have the meaning given in column 2.

**EXECUTED** as an agreement.

**SIGNED for and on behalf of THE UNIVERSITY OF SYDNEY by its duly authorised representative:**

.....

Name of signatory:

Position:

Date:

**SIGNED for and on behalf of the  
by its duly authorised representative(s):**

.....

Name of signatory:

Position:

Date:

.....

Name of signatory/witness:

Position:

Date:

**Note:** By executing this agreement each signatory represents that he or she is authorised to sign on behalf of their entity. The effective date of this agreement will be the Effective Date specified in the Details or if no Effective Date is specified in the Details the date on which this agreement has been executed by ALL parties and if executed on different dates, the date on which the last party executes this agreement.

## **GENERAL TERMS**

### **1. GRANT OF RIGHTS**

- 1.1 Subject to all the terms and conditions of this Agreement, the University hereby grants the Licensee a non-exclusive, non-transferable licence:
- (a) to use the Software for the Permitted Use;
  - (b) to make the Software available to its Authorised Users for the Permitted Use; and
  - (c) to use the Documentation in connection with the use of the Software;
- during the Term and within the Territory.
- 1.2 Upon entry into this agreement, the University will liaise with the Licensee to arrange for initial delivery of the Software as agreed between the parties. The University will provide limited support for the initial installation and configuration on the Licensee's equipment, and initial training on a basis advised by the University.
- 1.3 This licence is in respect of use by the Licensee only and unless they are named as an Authorised User, no subsidiaries or affiliates of the Licensee may use the Software or Documentation unless approved in writing by the University.
- 1.4 From time to time the University may provide updates, training or other support at its discretion. Other than the initial delivery and installation support referred to in clause 1.2, the Licensee acknowledges that the University is under no obligation to provide updates of the Software or provide maintenance or to otherwise assist the Licensee in connection with any activities relating to the Software or this agreement.
- 1.5 As between the parties the University has sole ownership of all right, title, and interest in and to the Software and the Documentation, including all intellectual property rights therein. This agreement conveys a limited licence to use the Software and the Documentation and shall not be construed to convey title to or ownership of the Software or the Documentation to the Licensee. All rights in and to the Software and the Documentation not expressly granted to the Licensee are reserved by the University.
- 1.6 The licence granted in this agreement is non-exclusive and the University reserves the right to use the Software for any purpose, and to grant licences to any other party to use the Software for any purpose whether inside or outside the Territory.

### **2. LICENSEE OBLIGATIONS AND RESTRICTIONS**

- 2.1 The Licensee acknowledges and agrees that it is solely responsible for:
- (a) obtaining, installing, operating and maintaining all hardware, other equipment and software required for use of the Software, including the requirements set out in Schedule 1 and the Third Party Software rights;
  - (b) all computer functionality, operating system, network services, hardware maintenance and daily data backup in connection with the Software;
  - (c) all ongoing configuration, training and Authorised User support in connection with its use of the Software;
  - (d) implementing systems to ensure access to the Software is limited to Authorised Users (i.e.: unique password protected user accounts); and

The University and its affiliates are not responsible for data loss or equipment or other hardware damage and/or malfunctions arising as a result of use of the Software or interaction of the Software with any third party software.

- 2.2 The Licensee must comply, and ensure that its Authorised Users comply, with all applicable laws, regulations, guidelines, orders or directives applicable to its use of the Software or the exercise of its rights or performance of its obligations under this agreement.

- 2.3 The Licensee is permitted to make modifications, alterations or development of the Software source code required to operate the Software or, if authorised as a Developer in the Details, to create improvements (including modifications or adaptations) to the Software that improve the functionality of the Software, provided that in respect to any such modifications, developments or improvements the Licensee:
- (a) will, as soon as practicable, provide a copy to the University with supporting information and details of any third party software (including open source software) or intellectual property used by the Licensee and other information reasonably requested by the University;
  - (b) will use them at the Licensee's own risk and subject to the terms and conditions of this agreement; and
  - (c) hereby grants the University a perpetual, irrevocable, non-exclusive and fully paid-up licence to use and exploit any such modifications, developments or improvements as it sees fit.
- 2.4 Except as expressly permitted in this Agreement, the Licensee must not, and must not permit others to:
- (a) modify, make any alterations to the content, text or title of the Software or reverse engineer the copyright material in the Software, create derivative copies of or copy the Software (other than one backup copy which reproduces all proprietary notices), in whole or in part;
  - (b) distribute, sub-license, assign, share, timeshare, sell, rent, lease, grant a security interest in, use for service bureau purposes, or otherwise transfer the Software or the Licensee's right to use the Software, without the prior written consent of the University;
  - (c) remove or modify any copyright, trade mark, or other proprietary notices of the University affixed to the media containing the Software or contained within the Software;
  - (d) use the Software in any manner not expressly authorised by this Agreement; or
  - (e) copy the Documentation (other than one backup copy which reproduces all proprietary notices).
- 2.5 The Licensee agrees:
- (a) to maintain true and proper records and accounts of all matters connected with the use of the Software, and compliance with its obligations under this agreement; and
  - (b) to permit the University and/or the University's nominee by any authorised person to inspect and take copies of records maintained under this clause at all reasonable times provided that such information will be treated as Confidential Information.
- 2.6 The Licensee will ensure that the Software and Documentation as made available to Authorised Users by the Licensee will bear the symbol © accompanied by an acknowledgement in the form approved by the University. The Licensee must not represent that it or a third party is the copyright owner of the Software.

### 3. CONFIDENTIALITY

- 3.1 In this agreement, **Confidential Information** means all information or data that is disclosed by or obtained from that party for the purposes of this agreement before, on or after the Effective Date of this agreement relating to the operations, business, research and technology of the disclosing party excluding information which is:
- (a) publicly available or subsequently becomes publicly available other than in a breach of this agreement;
  - (b) lawfully known to the other party on a non-confidential basis before being disclosed by the party that owned the confidential information; or
  - (c) rightly acquired from a third party who is not in breach of an agreement to keep such information confidential.
- 3.2 Each party must:
- (a) maintain the secrecy of the other's Confidential Information;
  - (b) not use the other's Confidential Information except as required for the performance of this agreement;

- (c) not disclose the other's Confidential Information to any other person other than employees or advisers who need to know it in order to perform that party's obligations under this agreement ("**Representatives**"); and
  - (d) use reasonable endeavours to ensure that its Representatives comply with sub-clauses 4.2 (a), (b) and (c).
- 3.3 Each party may disclose the other's Confidential Information if required by law but, if possible, it must inform the other party first and use reasonable endeavours to limit the terms of that disclosure as reasonably requested.
- 3.4 Neither party will use the other party's name or the name of the other party's employees or refer to any matters the subject of this agreement in any public manner whatsoever including in any capital raising, business, advertising or other promotional material without the approval of the other party, which may be withheld in the other party's absolute discretion, granted subject to conditions or subsequently withdrawn.
- 3.5 A party may not make press or other announcements or releases relating to this agreement and the matters the subject of this agreement without the approval of the other party unless and to the extent that the announcement or release is required to be made by the party by law or by a stock exchange.

#### **4. PRIVACY, CODES OF CONDUCT, USER GENERATED CONTENT**

- 4.1 The Licensee acknowledges and agrees the function of the Software requires the collection and use of personal information or confidential information and may facilitate on-line and off-line interactions between Authorised Users. Such personal or confidential information may be obtained from various sources including existing data held by the Licensee (**Existing Data**) or information generated by Authorised Users' use of the Software (**User Generated Content**).
- 4.2 Without limiting the generality of clause 2.2, in its use of the Software, the Licensee is solely responsible for the following:
- (a) compliance with all applicable privacy laws (including privacy notices, user consent or other permissions required for the lawful collection, use, transfer, disclosure and storage of personal information);
  - (b) management of data breaches and, where necessary, notification of such breaches to the privacy regulator and affected individuals;
  - (c) the conduct of its Authorised Users;
  - (d) training and/or providing guidelines to Authorised Users regarding privacy, data security and conduct in respect to their use of the Software;
  - (e) the devices used by Authorised Users and security of such devices for privacy and data security purposes;
  - (f) granting access rights for certain Authorised Users to view or use Existing Data or User Generated Content;
  - (g) security, accuracy and integrity of Existing Data and User Generated Content including compliance with any record-keeping obligations; and
  - (h) compliance with the Licensee's policies and codes of conduct.

#### **5. WARRANTIES AND LIABILITY**

- 5.1 The University provides the Software (including Third Party Software) on an "as is" basis and excludes all implied terms, representations and warranties whether statutory or otherwise, relating to the Software. Further, to the extent permitted by law and subject to clause 5.2, the Licensee acknowledges that neither the University or any of its representatives has made or makes any representation or warranty (express or implied) that the Software will (i) fit for the Licensee's purposes; (ii) be free or substantially free of errors, bugs, defects, viruses or other harmful code; (iii) meet the Licensee's performance or functionality requirements; (iv) not infringe third party intellectual property rights; or (iii) operate without downtime or interruption.

- 5.2 In no event shall the authors or Third Party Software owners be liable for any claim, damages or other liability, whether in an action of contract, tort or otherwise, arising from, out of or in connection with the Software or the use or other dealings in the Software.
- 5.3 Where any statute implies in this agreement any term, and that statute voids or prohibits provisions under a contract which exclude or modify the operation of such term, such term is deemed to be included in this agreement. However, the University's liability for breach of such term will be, if permitted by law, limited (at the University's option) to resupply of the Software or the services with respect to the Software or the payment of the cost of resupplying the Software or those services.
- 5.4 Subject to clause 5.3, the University's total liability to the Licensee for loss or damage of any kind, however caused, due to the University's negligence, breach of contract, breach of any law, in equity, under indemnities or otherwise, arising from or in any way related to this agreement or the Software is limited to \$10,000.
- 5.5 Subject to clause 5.3, the University is not liable to the Licensee for consequential or incidental damages or loss of profits, revenue, goodwill or opportunities in contract, tort, under any statute or otherwise (including negligence) arising from or in any way related to this agreement or the use by the Licensee or its Authorised Users of the Software or Documentation.
- 5.6 The Licensee indemnifies the University and its directors, employees, officers, agents and students ("Indemnified Party") against all liability, loss, costs, damages and expenses (including legal costs and expenses) incurred or suffered by the Indemnified Party arising out of or in connection with:
- (a) a breach by the Licensee of this agreement;
  - (b) wilful misconduct, negligent act or omission or wilful failure to act on the part of the Licensee; or
  - (c) the use of the Software, Third Party Software and User Generated Content by the Licensee, Authorised User(s) or other entity under its authority, or otherwise arising out of Licensee's activities with respect to the subject matter of this agreement.
- 5.7 Each party's liability under this agreement is reduced to the extent that any damages, liability, loss or costs arise from or are attributable to, any negligent act or omission of the other party or its officers, employees, agents or contractors.

## **6. TERM AND TERMINATION**

- 6.1 This Agreement shall commence on the Effective Date and shall continue in effect for the Term unless terminated in accordance with this clause 6. Prior to or on expiry of the Term, the parties may agree in writing to renew the Term for a further agreed period.
- 6.2 Either party may terminate this agreement immediately by written notice to the other party if the other party breaches a term of this agreement and fails to remedy the breach within 30 days after receiving notice requiring it to do so.
- 6.3 The University may terminate this agreement by written notice to the Licensee if the Licensee has entered into any form of insolvency, liquidation or external administration, whether voluntary or involuntary, formal or otherwise.
- 6.4 On expiration of this agreement or termination of this agreement for any reason, then:
- (a) the Licensee will cease to have any rights to use the Software or Documentation;
  - (b) the Licensee will return all University property in their possession, including the Software, Documentation and any University Confidential Information; and
  - (c) Clauses 2.4 – 2.6, 3 (Confidentiality), 4 (Privacy); 5 (Warranties and liability) 6.4 and 6.5, survive the termination of this agreement for any reason.
- 6.5 Termination of this agreement is without prejudice to the rights of the terminating party to obtain damages for any breach of this agreement.

## **7. GENERAL**

- 7.1 This agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

- 7.2 If there is an inconsistency between a provision of the Special Terms, the Details, these General Terms, and a schedule (including any attachments), then the first-mentioned terms prevail.
- 7.3 A provision of this agreement or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound. A failure or delay in exercise of a right arising from a breach of this agreement does not constitute a waiver of that right.
- 7.4 Each party agrees to execute such agreements, deeds and documents and do or cause to be executed or done all such acts and things as may be reasonably necessary to give effect to this agreement.
- 7.5 The parties must endeavour to resolve any dispute under this agreement by direct negotiation, including by referring the matter to persons who may have authority to intervene and direct some form of resolution, before they commence legal proceedings. Nothing in this clause will prevent a party from seeking interlocutory relief through courts of appropriate jurisdiction.
- 7.6 Any notice or other formal communication to be provided under this agreement shall be in writing and signed by an authorised representative of a party and delivered or sent by post or facsimile using the details set out in this agreement or subsequently notified by the other party. Any such notice or other document will be effective once received, and will be deemed to be received, if posted in Australia, on the seventh day or, if faxed, at the time shown on the transmission report for the complete message being sent.
- 7.7 This agreement and the licence granted under it may not be assigned or otherwise transferred by the Licensee without prior written consent of the University. The University may novate any of its rights and obligations under this agreement to a related body corporate (as defined in the *Corporations Act 2001*) or a separate commercialisation entity created by the University, and the parties agree to enter into a deed of novation which binds such an entity to the relevant terms and conditions of this agreement.
- 7.8 The rights, powers and remedies provided in this agreement are in addition to and not exclusive of the rights, powers and remedies given by law independently of this agreement.
- 7.9 The indemnities in this agreement are continuing obligations, independent from the other obligations of the Licensee under this agreement and continue after this agreement ends.
- 7.10 This agreement may be executed in counterparts. All counterparts when taken together are to be taken to constitute one instrument.
- 7.11 This agreement is governed by the law in force in New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of that place.

## SCHEDULE 1 - SOFTWARE

### Overview

The Student Relationship Engagement System (SRES) is web-based software that allows teachers to collate, curate, analyse, act on, evaluate, and reflect on meaningful student data to personalise the learning and support for students at scale. Teachers can use it to collect data from multiple online, face-to-face, and offline sources, from teachers and even students themselves. They can curate relevant data into an online database, which can then be analysed and manipulated through visualisations, transformations, and machine learning. Personalised learning support can be provided to students via flexibly customised messages or web portals, and evaluative data can then be used to understand and enhance its impact on students.

The University will typically install the SRES application and database on behalf of the Licensee onto infrastructure provided by the Licensee in an 'on-premises software' model.

General information website: [www.sres.io](http://www.sres.io)

User guide: <http://bit.ly/sres-user-guide>

## SCHEDULE 2 – THIRD PARTY SOFTWARE

### Packages distributed as part of SRES

Library	Source	Licence
ajaxq	<a href="https://github.com/Foliotek/ajaxq">https://github.com/Foliotek/ajaxq</a>	MIT
animate.css	<a href="http://daneden.me/animate">http://daneden.me/animate</a>	MIT
Autocomplete.js	<a href="https://github.com/algolia/autocomplete.js">https://github.com/algolia/autocomplete.js</a>	MIT
Autosize.js	<a href="http://www.jacklmoore.com/autosize">http://www.jacklmoore.com/autosize</a>	MIT
Bootstrap	<a href="https://getbootstrap.com/">https://getbootstrap.com/</a>	MIT
Bootstrap notify	<a href="https://github.com/mouse0270/bootstrap-growl">https://github.com/mouse0270/bootstrap-growl</a>	MIT
Bootstrap toggle	<a href="https://gitbrent.github.io/bootstrap-toggle/">https://gitbrent.github.io/bootstrap-toggle/</a>	MIT
Bootstrap editable	<a href="http://github.com/vitalets/x-editable">http://github.com/vitalets/x-editable</a>	MIT
Bootstrap select	<a href="https://developer.snapappointments.com/bootstrap-select">https://developer.snapappointments.com/bootstrap-select</a>	MIT
Chosen	<a href="https://github.com/harvesthq/chosen">https://github.com/harvesthq/chosen</a>	MIT
Datatables	<a href="http://datatables.net">datatables.net</a>	MIT
Handlebars	<a href="https://handlebarsjs.com/">https://handlebarsjs.com/</a>	MIT
jquery insertAtCaret	<a href="http://www.karalamalar.net/">http://www.karalamalar.net/</a>	GPLv2
jQuery	<a href="http://jquery.org">jquery.org</a>	MIT
jQuery multiselect	<a href="http://loudev.com/">http://loudev.com/</a>	WTFPL
jQuery sortable	<a href="http://johnny.github.com/jquery-sortable/">http://johnny.github.com/jquery-sortable/</a>	Modified BSD
jSketch	<a href="https://github.com/luileito/jsketch">https://github.com/luileito/jsketch</a>	MIT
JSZip	<a href="https://raw.githubusercontent.com/Stuk/jszip">https://raw.githubusercontent.com/Stuk/jszip</a>	MIT

jsPlumb	<a href="https://github.com/jsplumb/jsplumb">https://github.com/jsplumb/jsplumb</a>	MIT & GPLv2
js-cookie	<a href="https://github.com/js-cookie/js-cookie">https://github.com/js-cookie/js-cookie</a>	MIT
jQuery UI	<a href="http://jqueryui.com">http://jqueryui.com</a>	MIT
js-url	<a href="https://github.com/websanova/js-url">https://github.com/websanova/js-url</a>	MIT
Query Builder	<a href="https://querybuilder.js.org/">https://querybuilder.js.org/</a>	MIT
qrcodejs	<a href="https://github.com/davidshimjs/qrcodejs">https://github.com/davidshimjs/qrcodejs</a>	MIT
PapaParse	<a href="https://github.com/mholt/PapaParse">https://github.com/mholt/PapaParse</a>	MIT
Moment.js	<a href="https://momentjs.com/">https://momentjs.com/</a>	MIT
Tippy.js	<a href="https://atomiks.github.io/tippyjs/">https://atomiks.github.io/tippyjs/</a>	MIT

#### Other packages used by SRES

Library	Reference	Licence
Flask	<a href="http://flask.pocoo.org/">http://flask.pocoo.org/</a>	BSD
Flask_WTF	<a href="https://flask-wtf.readthedocs.io/en/stable/">https://flask-wtf.readthedocs.io/en/stable/</a>	BSD
Werkzeug	<a href="https://github.com/pallets/werkzeug">https://github.com/pallets/werkzeug</a>	BSD
python_Levenshtein	<a href="https://github.com/ztane/python-Levenshtein">https://github.com/ztane/python-Levenshtein</a>	GPLv2
apscheduler	<a href="https://apscheduler.readthedocs.io/en/latest/">https://apscheduler.readthedocs.io/en/latest/</a>	MIT
bleach	<a href="https://github.com/mozilla/bleach">https://github.com/mozilla/bleach</a>	Apache 2
beautifulsoup4	<a href="https://www.crummy.com/software/BeautifulSoup/">https://www.crummy.com/software/BeautifulSoup/</a>	MIT
pymongo	<a href="https://github.com/mongodb/mongo-python-driver">https://github.com/mongodb/mongo-python-driver</a>	Apache 2
cexprtk	<a href="https://bitbucket.org/mjdr/cexprtk/src/default/">https://bitbucket.org/mjdr/cexprtk/src/default/</a>	CPL 1
chardet	<a href="https://github.com/chardet/chardet">https://github.com/chardet/chardet</a>	LGPL 2.1
python_dateutil	<a href="https://github.com/dateutil/dateutil/">https://github.com/dateutil/dateutil/</a>	Apache 2
flask_mail	<a href="https://github.com/mattupstate/flask-mail">https://github.com/mattupstate/flask-mail</a>	<a href="#">Basic</a>

flask_session	<a href="https://github.com/fengsp/flask-session">https://github.com/fengsp/flask-session</a>	<a href="#">Basic</a>
natsort	<a href="https://github.com/SethMMorton/natsort">https://github.com/SethMMorton/natsort</a>	MIT
pandas	<a href="https://pandas.pydata.org/">https://pandas.pydata.org/</a>	BSD
requests	<a href="https://github.com/kennethreitz/requests">https://github.com/kennethreitz/requests</a>	Apache 2