**Data Supply Agreement**

**Between**

**Jemena/United Energy/AusNet Services/Powercor/Citipower**

**And**

[***Insert name of company***]

**For**

**The Training Package for the Underground Electrical Infrastructure**

Data Supply Agreement

**DATE \_ \_ /\_ \_ / 201**

**PARTIES**

|  |  |
| --- | --- |
| Jemena Electricity Network (Vic) Ltd  ABN 82 064 651 083  And | **United Energy**  ABN 82 064 651 083  And |
| Powercor  ABN 89 064 651 109  And | Citipower  ABN 76 064 651 056  And |
| AusNet Services  ABN 91 064 651 118 |  |

(We are the VEDN which is one of the Victorian Electricity Supply Industry committees)

And

**1. Applicants Details**

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| --- |
| Applicant Name: |

|  |  |
| --- | --- |
| Company Name: | Position / Title |

**Company Contact Details**

|  |  |
| --- | --- |
| Business Phone | Mobile Phone |
| RTO No | Email Address |
| Street Number | Or Post Office Box Number |
| Road/Street | |
| Town /City | Post Code |

**2. Application Request** (tick required training topics)

|  |  |
| --- | --- |
|  | 1. Module 1 (Installation of underground electrical infrastructure) 2. Module 4 (VEDN Auditor) 3. Module 5 (VEDN Cable Hauling Auditor) 4. Module 6 ( Lay ESI Cables for Civil Contractors) |

In exchange for VEDN providing you with the training Data, you agree as follows:

1. The Data is supplied as a Training Package for the Underground Electrical Infrastructure. The Data provided includes:
   1. Course presentation;
   2. Course notes/handouts;
   3. Standards and drawings; and
   4. Assessment template and answers***;***
2. The Data is supplied in the following format:
   1. Single Compact Disc **(CD) or USB**
3. You do not have exclusive rights to the Data and VEDN may grant rights similar to this Data Supply Agreement to other organizations.
4. For the purposes of providing training you are, and will maintain being, a Registered Training Organisation (RTO).
5. You must take all reasonable steps to ensure that the Data is maintained in a secure manner such that it is free from third party access or interference.
6. You must not modify, adjust, distort or otherwise change the Data in a way that would substantially affect the interpretation of the Data.
7. You must notify us of any discrepancy, error, or inaccuracy detected in the supplied Data, particularly where it is compared to other training material of a similar nature from other sources.
8. You must appropriately label and symbolise the Data in any product to ensure that the Data is clearly and unambiguously represented.
9. You acknowledge and agree that VEDN makes no representations as to the accuracy or completeness of the Data and you agree that VEDN will not be liable to you or to anyone else in respect of any losses or damages you suffer as a result in any way from any inaccuracy or incompleteness in the data.
10. You acknowledge and agree that copyright in the whole and every part of the Data belongs to VEDN and cannot be used, transferred, copied or reproduced in whole or in part in any manner or form or in any media to any person other than with the prior written consent of VEDN, which consent may be given as per the guidelines contained in clause 10(b).
11. You must:
    1. only use the Data for the Permitted Purpose;
    2. Not communicate or disclose the Data to a third party without the VEDN’s prior written consent which consent maybe withheld or made subject to such conditions as VEDN, in its absolute discretion, considers appropriate unless that disclosure is within the Permitted Purpose.
12. If disclosure of the Data is permitted under the Permitted Purpose or VEDN’s consent is obtained, you must appropriately acknowledge all Training Packages and other products with wording similar to the following:
    * 1. The Training Package for the Auditing of Electrical Infrastructure was derived from data supplied by the VEDN. VEDN makes no representation as to the accuracy of the Data; and
      2. Copyright in the whole and every part of the Data belongs to VEDN and cannot be used, transferred, copied or reproduced in whole or in part in any manner or form or in any media or to any person..
13. Either party may terminate this agreement in writing at any time. If this agreement is so terminated, you will ensure that you completely remove the Data from your live and/or backup systems and either, at VEDN’ discretion, destroy or return all hard copies of the Data.
14. This agreement must not be construed as granting you any licence or other proprietary right in relation to the Data. You acknowledge that all ownership and proprietary rights associated with the Data remain at all times with VEDN.
15. If you breach your obligations under this agreement you acknowledge that damages may not be an adequate remedy for the breach and that VEDN may seek an injunction to prevent the disclosure of the Data.
16. You must indemnify VEDN and its related bodies corporate and agents against all costs, expenses, damages, liabilities or losses (including without limitation any liability to third parties and legal costs on a solicitor and client basis) that VEDN, its related bodies corporate and agents incur as a result of a breach by you, your agents (including without limitation your contractors) of your obligations under this agreement. This indemnity survives the expiry or sooner termination of this agreement.
17. You must not assign or otherwise transfer any or all of your rights arising out of this agreement without VEDN’s prior written consent which consent maybe withheld or made subject to such conditions as VEDN, in its absolute discretion, considers appropriate.
18. The term of this agreement is 36 months from the date of this agreement.
19. The following defined terms apply in this agreement:
    1. **Data** means the data described in clause 1 of this agreement.
    2. **Permitted Purpose** means for internal use within your organization for the purpose of providing training to requesting organizations or personnel on auditing of electrical infrastructure on the Victorian distribution networks. Where appropriate, you may include the Data in hardcopy training material.
    3. **Training Package** mean the information specific to Auditing of Underground Electrical Infrastructure
    4. **VEDN** means Victorian Electricity Distribution Networks

This agreement is valid for **3 years** and is subject to **review** and may be varied or revoked at the VEDN Panel’s discretion.

Signed sealed and delivered as a Deed on the day of 20

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| **Jemena/United Energy/Powercor/Citipower/Austnet Services:** | |
| Signature of authorised person: |  |
| Name of authorised person: |  |
| Title of authorised person: |  |
| Date of signature: |  |

|  |  |
| --- | --- |
| [***insert name of company***]**:** | |
| Signature of authorised person: |  |
| Name of authorised person: |  |
| Title of authorised person: |  |
| Date of signature: |  |