

Victorian Government Jobs API – Licence Terms

Licence Terms

By exercising the Licensed Rights (defined below), You accept and agree to be bound by the terms and conditions of this licence ("the Licence"). To the extent this Licence may be interpreted as a contract, You are granted the Licensed Rights in consideration of Your acceptance of these terms and conditions, and the Licensor grants You such rights in consideration of benefits the Licensor receives from making the Licensed Material available under these terms and conditions.

Section 1 – Definitions.

- a. **Adapted Material** means material subject to Copyright and Similar Rights that is derived from or based upon the Licensed Material and in which the Licensed Material is translated, altered, arranged, transformed, or otherwise modified in a manner requiring permission under the Copyright and Similar Rights held by the Licensor. For purposes of this Licence, where the Licensed Material is a musical work, performance, or sound recording, Adapted Material is always produced where the Licensed Material is synched in timed relation with a moving image.
- b. **Adapter's License** means the license You apply to Your Copyright and Similar Rights in Your contributions to Adapted Material in accordance with the terms and conditions of this Licence.
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- d. **Copyright and Similar Rights** means copyright and/or similar rights closely related to copyright including, without limitation, performance, broadcast, sound recording, and Sui Generis Database Rights, without regard to how the rights are labeled or categorized. For purposes of this Licence, the rights specified in Section 2(b)(1)-(2) are not Copyright and Similar Rights.
- e. **Effective Technological Measures** means those measures that, in the absence of proper authority, may not be circumvented under laws fulfilling obligations under Article 11 of the WIPO Copyright Treaty adopted on December 20, 1996, and/or similar international agreements.
- f. **Exceptions and Limitations** means fair use, fair dealing, and/or any other exception or limitation to Copyright and Similar Rights that applies to Your use of the Licensed Material.
- g. **Licensed Material** means the artistic or literary work, database, or other material to which the Licensor applied this Licence.
- h. **Licensed Rights** means the rights granted to You subject to the terms and conditions of this Licence, which are limited to all Copyright and Similar Rights that apply to Your use of the Licensed Material and that the Licensor has authority to license.
- i. **Licensor** means the individual(s) or entity(ies) granting rights under this Licence.
- j. **Platform** means all technical applications used to deliver the WOVG API Capability Program led by the Department of Premier and Cabinet and includes the:
 - i. WOVG API Gateway (Gateway), which provides a security layer that enforces technical policies configured by API developers to protect and authorise access to specific APIs, hosting and securing the API Catalogue;
 - ii. the library of APIs from across the Victorian Government published on the Gateway, including (i) a public catalogue of APIs, visible to all users; (ii) a VPS catalogue of APIs, visible to the VPS; and (iii) custom catalogues of APIs, which contain specific sets of APIs accessible to specified users (API Catalogue);
 - iii. the data transformation and API hosting technology stack managed by DPC, which enables APIs to be built and deployed using a standardised process (API Factory); and
 - iv. the Developer.Vic Portal (available at <https://developer.vic.gov.au>), which contains the API Catalogue and provides developers with tools and resources to access the APIs in the API Catalogue and integrate with Victorian Government data (Developer.Vic Portal).

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- k. **Permitted Purpose** means to supply or use job advertisement data to advertise job opportunities on a job board – or similar service – provided by an Approved Recipient.
- l. **Share** means to provide material to third parties by any means or process that requires permission under the Licensed Rights, such as reproduction, public display, public performance, distribution, dissemination, communication, or importation, and to make material available to third parties including in ways that third parties may access the material from a place and at a time individually chosen by them.
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- n. **You** means the individual or entity exercising the Licensed Rights under this Licence. **Your** has a corresponding meaning.

Section 2 – Scope.

a. License grant.

- 1. Subject to the terms and conditions of this Licence, the Licensor hereby grants You a worldwide, royalty-free, non-sublicensable, non-exclusive license to exercise the Licensed Rights in the Licensed Material to:
 - A. reproduce and Share with the Approved Recipients the Licensed Material, for the Permitted Purpose, in whole or in part; and
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- 2. Exceptions and Limitations. For the avoidance of doubt, where Exceptions and Limitations apply to Your use, this Licence does not apply, and You do not need to comply with its terms and conditions.
- 3. Term. The term of this Licence is specified in Section 6(a).
- 4. Media and formats; technical modifications allowed. The Licensor authorizes You to exercise the Licensed Rights in all media and formats whether now known or hereafter created, and to make technical modifications necessary to do so. The Licensor waives and/or agrees not to assert any right or authority to forbid You from making technical modifications necessary to exercise the Licensed Rights, including technical modifications necessary to circumvent Effective Technological Measures. For purposes of this Licence, simply making modifications authorized by this Section 2(a)(4) never produces Adapted Material.
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- 1. Moral rights, such as the right of integrity, are not licensed under this Licence, nor are publicity, privacy, and/or other similar personality rights; however, to the extent possible, the Licensor waives and/or agrees not to assert any such rights held by the Licensor to the limited extent necessary to allow You to exercise the Licensed Rights, but not otherwise.
- 2. Patent and trademark rights are not licensed under this Licence.

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Your exercise of the Licensed Rights is expressly made subject to the following conditions.

a. Attribution.

1. If You Share the Licensed Material (including in modified form), You must:
 - A. retain the following if it is supplied by the Licensor with the Licensed Material:
 - i. identification of the creator(s) of the Licensed Material and any others designated to receive attribution, in any reasonable manner requested by the Licensor (including by pseudonym if designated);
 - ii. a copyright notice;
 - iii. a notice that refers to this Licence;
 - iv. a notice that refers to the disclaimer of warranties;
 - v. a URI or hyperlink to the Licensed Material to the extent reasonably practicable;
 - B. indicate if You modified the Licensed Material and retain an indication of any previous modifications; and
 - C. indicate the Licensed Material is licensed under this Licence, and include the text of, or the URI or hyperlink to, this Licence.
2. You may satisfy the conditions in Section 3(a)(1) in any reasonable manner based on the medium, means, and context in which You Share the Licensed Material. For example, it may be reasonable to satisfy the conditions by providing a URI or hyperlink to a resource that includes the required information.
3. If requested by the Licensor, You must remove any of the information required by Section 3(a)(1)(A) to the extent reasonably practicable.
4. If You Share Adapted Material You produce, the Adapter's License You apply must not prevent recipients of the Adapted Material from complying with this Licence.

Section 4 – Sui Generis Database Rights.

Where the Licensed Rights include Sui Generis Database Rights that apply to Your use of the Licensed Material:

- a. for the avoidance of doubt, Section 2(a)(1) grants You the right to extract, reuse, reproduce, and Share all or a substantial portion of the contents of the database;
- b. if You include all or a substantial portion of the database contents in a database in which You have Sui Generis Database Rights, then the database in which You have Sui Generis Database Rights (but not its individual contents) is Adapted Material; and
- c. You must comply with the conditions in Section 3(a) if You Share all or a substantial portion of the contents of the database.

For the avoidance of doubt, this Section 4 supplements and does not replace Your obligations under this Licence where the Licensed Rights include other Copyright and Similar Rights.

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Section 5 – Disclaimer of Warranties and Limitation of Liability.

- a. Unless otherwise separately undertaken by the Licensor, to the extent possible, the Licensor offers the Licensed Material as-is and as-available, and makes no representations or warranties of any kind concerning the Licensed Material, whether express, implied, statutory, or other. This includes, without limitation, warranties of title, merchantability, fitness for a particular purpose, non-infringement, absence of latent or other defects, accuracy, or the presence or absence of errors, whether or not known or discoverable. Where disclaimers of warranties are not allowed in full or in part, this disclaimer may not apply to You.
- b. To the extent possible, in no event will the Licensor be liable to You on any legal theory (including, without limitation, negligence) or otherwise for any direct, special, indirect, incidental, consequential, punitive, exemplary, or other losses, costs, expenses, or damages arising out of this Licence or use of the Licensed Material, even if the Licensor has been advised of the possibility of such losses, costs, expenses, or damages. Where a limitation of liability is not allowed in full or in part, this limitation may not apply to You.
- c. The disclaimer of warranties and limitation of liability provided above shall be interpreted in a manner that, to the extent possible, most closely approximates an absolute disclaimer and waiver of all liability.

Section 6 – Term and Termination.

- a. This Licence applies for the term of the Copyright and Similar Rights licensed here.

However, if You fail to comply with this Licence, then Your rights under this Licence terminate automatically.

- b. Where Your right to use the Licensed Material has terminated under Section 6(a)(i), it reinstates:
 1. automatically as of the date the violation is cured, provided it is cured within 30 days of Your discovery of the violation; or
 2. upon express reinstatement by the Licensor.

For the avoidance of doubt, this Section 6(b) does not affect any right the Licensor may have to seek remedies for Your violations of this Licence.

- c. For the avoidance of doubt, the Licensor may also offer the Licensed Material under separate terms or conditions or stop distributing the Licensed Material at any time; however, doing so will not terminate this Licence.
- d. Sections 1, 5, 6, 7, and 8 survive termination of this Licence.

Section 7 – Other Terms and Conditions.

- a. The Licensor shall not be bound by any additional or different terms or conditions communicated by You unless expressly agreed.
- b. Any arrangements, understandings, or agreements regarding the Licensed Material not stated herein are separate from and independent of the terms and conditions of this Licence.

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- a. For the avoidance of doubt, this Licence does not, and shall not be interpreted to, reduce, limit, restrict, or impose conditions on any use of the Licensed Material that could lawfully be made without permission under this Licence.
- b. To the extent possible, if any provision of this Licence is deemed unenforceable, it shall be automatically reformed to the minimum extent necessary to make it enforceable. If the provision

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cannot be reformed, it shall be severed from this Licence without affecting the enforceability of the remaining terms and conditions.

- c. No term or condition of this Licence will be waived and no failure to comply consented to unless expressly agreed to by the Licensor.
- d. Nothing in this Licence constitutes or may be interpreted as a limitation upon, or waiver of, any privileges and immunities that apply to the Licensor or You, including from the legal processes of any jurisdiction or authority.

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