

LICENCE AGREEMENT concerning the use of the Universal POST*CODE DataBase

between

the **UNIVERSAL POSTAL UNION**, an intergovernmental organization and specialized agency of the United Nations having its headquarters at Weltpoststrasse 4, 3000 Berne 15, Switzerland and represented by the Deputy Director General of its International Bureau (hereinafter the "UPU");

and

Name of the company, with its corporate office at the following address: complete address, represented by Mr/Mrs_____, Title_____: (hereinafter the "Licensee")

The UPU and the Licensee may also be individually referred to as "Party", or collectively as "Parties".

The Parties hereby agree to this licence agreement and its exhibits (hereinafter collectively the "Agreement") as follows:

I. PURPOSE OF THE LICENCE

1. The following data of the Universal POST*CODE DataBase (hereinafter the "Universal POST*CODE DataBase Data") are subject to this Agreement:¹

1.1. ☐ **WORLD database, Standard Package¹**

1.2. Countries whose data in the Universal POST*CODE DataBase format are subject to specific conditions of access (see exhibits):

- | | | |
|------------------------------------|--------------------------------------|---|
| <input type="checkbox"/> Argentina | <input type="checkbox"/> France | <input type="checkbox"/> Norway |
| <input type="checkbox"/> Austria | <input type="checkbox"/> Germany | <input type="checkbox"/> Singapore |
| <input type="checkbox"/> Belgium | <input type="checkbox"/> Italy | <input type="checkbox"/> United Kingdom |
| <input type="checkbox"/> Brazil | <input type="checkbox"/> Netherlands | <input type="checkbox"/> United States of America |
| <input type="checkbox"/> Canada | <input type="checkbox"/> New Zealand | |

II. TERMS AND CONDITIONS OF USE

1. The Licensee shall be entitled to use Universal POST*CODE DataBase Data according to the following terms and conditions:

1.1. Type of use

- ☐ Address verification and correction for internal purposes of the Licensee.
- ☐ Commercial use
- ☐ Testing and development

1.2. Locations/servers/workstations/computers

1.2.1. The Licensee shall be entitled to use Universal POST*CODE DataBase Data:

The Licensee shall be entitled to use Universal POST*CODE DataBase data on all servers/computers and any workstations for its own development and testing purposes at the following location:

¹ Excluding the comprehensive data sets of countries whose data are subject to specific conditions of access.

1.3. Incorporation of data

1.3.1. The Licensee shall be entitled to incorporate Universal POST*CODE DataBase Data:

- ☐ Into its internal software tools.
- ☐ Other

III. INITIAL LICENCE FEE

The initial licence fee, solely for the period between the date of entry into force of this Agreement and 31 December xxxx (hereinafter the "Initial Period"), under the terms and conditions of this Agreement, is set at _____ CHF (Swiss Francs).

IV. ANNUAL LICENCE FEE (UPON EXPIRY OF THE INITIAL PERIOD)

Upon expiry of the Initial Period, the annual licence fee for the Universal POST*CODE Database Data, under the terms and conditions agreed in this Agreement, is set at _____ CHF (Swiss Francs).

V. EXHIBITS

1. The following exhibits shall form part of this Agreement:

- Exhibit 1 – General conditions for use of the Universal POST*CODE DataBase Data;
- Exhibit 2 – Countries and territories whose data may be provided by the UPU;
- Exhibit 3 – Universal POST*CODE DataBase – Description of files;
- Exhibit 4 – Data sets under national licence and directly supplied by the UPU.

2. In case of any conflict or inconsistency between the main text of this Agreement and its exhibits, the provisions of the main text of the Agreement (including any amendments thereto) shall prevail. In case of any conflict or inconsistency between the exhibits, the interpretation shall be based on the order of priority defined above (e.g. Exhibit 1 shall prevail in the case of a discrepancy between Exhibit 1 and Exhibit 2).

VI. ENTRY INTO FORCE AND DURATION

This Agreement shall enter into force on the last date of its signature by the Parties and remain in effect until 31 December xxxx (Initial Period), without prejudice to the possibility of further successive renewals as outlined in article 10.2 of Exhibit 1.

VII. CONFIDENTIALITY

The Parties agree to maintain the terms and conditions of this Agreement in strict confidence, including but not limited to preventing their disclosure to third parties and other entities and persons not expressly authorised by this Agreement. A Party shall not, without the other Party's written consent, use any information regarding this Agreement for any purpose other than participation in discussions associated with this Agreement or, as the case may be, further contractual negotiations related thereto. Notwithstanding the foregoing, the Licensee agrees that, in line with general principles of transparency established by the United Nations, the UPU shall be entitled to publicly disclose, discuss, communicate and report on the terms of this Agreement to the relevant bodies of the UPU, their members and the UPU member countries, as deemed necessary by the UPU.

VIII. MISCELLANEOUS

1. This Agreement cancels and replaces all other previous agreements or commitments relating to the same type of service(s) or licence(s) between the Parties.

2. Nothing in or relating to this Agreement shall be deemed as a waiver, expressed or implied, of any of the privileges and immunities enjoyed by the UPU.

In witness whereof, the duly authorized representatives of the Parties have signed this Agreement in two (2) originals in the English language, one for each Party.

On behalf of the Universal Postal Union:

On behalf of the Licensee:

Place and date

Place and date

Pascal CLIVAZ
Deputy Director General of the International Bureau
