

THIS Deed is made this _____ day of _____ 20____

BETWEEN: **THE STATE OF QUEENSLAND** acting through the **Department of Education** of 30 Mary St, Brisbane.
(“the Licensor”)

AND: _____
(“the Licensee”)

RECITALS:

- A. The Licensee, wishes to obtain a licence to reproduce the School Logo on School Uniforms that it manufactures.
- B. The Licensor agrees to grant a licence to the Licensee to reproduce the School Logo subject to the terms and conditions of this Deed.

THE PARTIES AGREE AS FOLLOWS -

1. Interpretation

1.1 In this Deed unless the contrary intention appears or the context requires:

“Intellectual Property Rights” includes all copyright and all rights in relation to registered and unregistered trademarks (including services marks), registered designs and confidential information (including trade secrets and know-how) and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

“Licence Period” means the period which begins on the date of execution of this Deed and ends either when the Licence is terminated in accordance with this Deed or two (2) years from the date of the execution of this Deed, whichever is the earlier;

“School” means the school(s) specified in Item 1 of Schedule 1;

“School Uniform” means the uniform of the School as described in the specification of the School uniform provided to the Licensee by the School Principal;

“School Logo” means the logo of the School as specified on the Bromide, or the specification of the logo as provided to the Licensee by the School Principal.

2. Licence

- 2.1 The Licensor hereby grants to the Licensee a non-exclusive, non-transferable, revocable licence to reproduce the School Logo during the Licence Period for the purpose of manufacturing School Uniforms.
- 2.2 The Licensee must supply School Uniforms to the School’s Parents and Citizens’ Association.
- 2.3 The Licensee is not permitted to supply School Uniforms to any other retailer/reseller.
- 2.4 The Licensee is not permitted to retail School Uniforms directly to the public.

3. Intellectual Property Rights

- 3.1 The Licensee acknowledges that this Deed does not transfer any ownership of the Intellectual Property Rights in the School Logo to the Licensee.



- 3.2 The Licensee acknowledges that the Licensor gives no warranty relating to the Licensor's authority to grant the Licence.
- 3.3 The Licensee acknowledges that the Licensor gives no warranty relating to the Licensee's right to manufacture and supply the School Uniform.
- 3.4 The Licensee must not: -
- (a) use, copy or reproduce the School Logo or any part of it otherwise than in accordance with this Deed;
 - (b) sub-license the Licensee's rights in relation to the School Logo;
 - (c) otherwise infringe the Licensor's Intellectual Property Rights in the School Logo;
- without the express prior written consent of the Licensor.
- 3.5 The Licence granted by this Deed is personal to the Licensee who shall not without prior written consent of the Licensor, assign, charge or part with any of its rights or obligations under this Deed.
- 3.6 The rights and obligations contained in clauses 3.3 and 3.4 shall survive any termination of this Deed.

4. Conditions of Licence

- 4.1 The Licensor grants the Licence to the Licensee on the following conditions:
- (a) That the Licensee contacts the Principal of the School in writing within 14 days of the date of this deed to:
 - (i) obtain a copy of the School Logo (preferably on disc or bromide) for reproduction on the School Uniform, and
 - (ii) obtain a copy of the School Uniform specification.
 - (b) That the Licensee contacts the Principal of the School in writing at least 90 days before the commencement of each school year to ask whether any changes have been made to the School Logo or the School Uniform specification;
 - (c) That the School Uniform (bearing the School Logo), manufactured and supplied by the Licensee, is of a quality and style which, in the opinion of the Principal of the School, is appropriate and in accordance with the specified School Logo and School Uniform (and any changes to the School Logo and School Uniform specifications that are communicated to the Licensee);
 - (d) That the Licensee, in exercising its rights under this Deed, complies with the requirements of the Licensor's policies and guidelines.

5. Licensee's obligations

- 5.1 It is the Licensee's obligation to satisfy itself that it has the permission to manufacture and supply the School Uniform, and that in doing so, the Licensee will not infringe the intellectual property rights of any third party.

6. Termination of Licence

- 6.1 If the Licensee fails to perform any of its obligations or meet its responsibilities under this Deed or otherwise breaches the terms of this Deed, the Licensor may give the Licensee thirty (30) days written notice requiring the Licensee to remedy its breach.



SCHEDULE 1

Item 1: **School(s)**

Item 2: **Address- Licensor -**

Licensee

