

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” means the licence granted in clause 2 of this Deed;

“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 Principal of the School;

“School Logo” means the logo of the School provided to the Licensee by the Principal of the School.

2. Licence [insert relevant clause option 1, 2 or 3 below, and adjust clause numbering]

[Option 1 – use where the manufacturer (only) sells uniform items]

- 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 retail School Uniforms directly to the public.
- 2.3 The Licensee is not permitted to supply School Uniforms to any retailer/reseller.



[Option 2 – use where the P&C (only) sells uniform items]

- 2.4 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.
- 2.5 The Licensee must supply School Uniforms to the School's Parents and Citizens' Association.
- 2.6 The Licensee is not permitted to supply School Uniforms to any other retailer/reseller.
- 2.7 The Licensee is not permitted to retail School Uniforms directly to the public.

[Option 3 – use where retailers specified by school sell uniform items]

- 2.8 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.
- 2.9 The Licensee must supply School Uniforms to the retailer(s) specified in **Item 3 of Schedule 1** on the condition that the retailer(s):
 - (a) may only retail the School Uniforms directly to the public; and
 - (b) must not resupply the School Uniforms to any other retailer/reseller
- 2.10 The Licensee is not permitted to supply School Uniforms to any person other than the retailer(s) specified in **Item 3 of Schedule 1**. The Licensee is not permitted to retail School Uniforms directly to the public.
- 2.11 The Licensor may add to or remove retailers specified in **Item 3 of Schedule 1** by giving the Licensee thirty (30) days' written notice and the Licensee must meet its new obligations under 2.2 and 2.3 from the date on which the 30 days' notice expires.

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 3.4 and 3.5 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) 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.
- 6.2 If within the 30 day period under clause 6.1 the Licensee fails to remedy the breach, the Licensor may terminate the Licence by written notice given immediately upon or after the expiration of that 30 day period.
- 6.3 Upon termination of the Licence, all the rights granted herein by the Licensor shall immediately cease and the Licensee shall immediately discontinue use and reproduction of the School Logo, and destroy/delete or return the copy of the School Logo to the Principal of the School.

7. Entire Deed

7.1 This Deed constitutes the entire Deed between the parties with respect to the contents and subject matter hereof and supersedes and extinguishes all prior Deeds, representations, correspondence and understandings between the parties.

8. Service Of Notices

8.1 Notices under this Deed may be delivered by prepaid postage or registered post, by hand, by email, or by facsimile transmission addressed as specified in Item 2 of Schedule 1 or addressed as subsequently notified in writing by one party to the other.

8.2 Notices shall be deemed to be given:-

- (a) in the ordinary course of post if correctly addressed and deposited in the mail with postage prepaid;



- (b) when delivered by hand;
- (c) by email; or
- (d) if sent by facsimile transmission, upon confirmation of successful transmission.

9. No Agency

9.1 The Licensee acknowledges and agrees that this Deed in no way constitutes a relationship of agency or joint venture, or partnership or any other relationship between it and the Licensor other than that of supplier and licensee.

10. Governing Law

10.1 This Deed shall be governed by, and construed in, accordance with the law of Queensland and the parties hereby irrevocably submit to the exclusive jurisdiction of the Queensland Courts.

THE PARTIES HAVE EXECUTED THIS DEED ON THE DATES APPEARING BELOW.

SIGNED SEALED AND DELIVERED for and)
 on behalf of **THE STATE OF QUEENSLAND**)
 acting through the **Department of Education**)

this day of 20)

by _____)

(full name))

A person duly delegated in the presence of)

(print name))

SIGNED SEALED AND DELIVERED by)

_____)

this day of 20)

In the presence of:)

(print name))

SCHEDULE 1

Item 1: School(s)

Item 2: Address- Licensor -

Licensee

(Applies to Option 3 licences, where retailers specified by school sell uniform items, otherwise remove Item 3)

Item 3: Retailer(s)