

INTELLECTUAL PROPERTY LICENCE DEED

This deed is made between:

ACN

ABN

Address

And Head, Transport for Victoria a body corporate established under the Transport Integration Act 2010 (Vic) of Level 21, 1 Spring Street, Melbourne, Victoria 3000 (Head, TfV)

Introduction

- A. The Licensee wishes to obtain a license to use the Materials for the Purpose.
- B. Head, TfV is willing to license the Intellectual Property in the Materials on the terms and conditions contained in this Deed.

Definitions

In this Deed, the following definitions apply:

Annexure means an annexure to this Deed.

Licensee means the Licensee specified in item 1 of Annexure A.

Deed means this Intellectual Property Licence Deed including its Annexures.

Head, TfV Representative means the person named in item 6 of Annexure A.

Intellectual Property means all registered and unregistered intellectual property rights, including copyright, trademarks and designs.

Licence means the licence set out in clause 2 of this Deed and subject to clauses 3-10 inclusive.

Licensed IP means the Intellectual Property in the Materials.

Materials means the materials set out in item 2 of Annexure A, a copy of which is attached at Annexure B.

Purpose means the purpose set out in item 3 of Annexure A.

Special Conditions means the conditions set out in Item 5 of Annexure A.

The Licensee agrees:

1. Head, TfV has rights to the Licensed IP.
2. Subject to clauses 3-10 inclusive of this Deed, upon the Licensee executing and returning this Deed to Head, TfV and the Licensee then receiving acknowledgement of receipt of the executed Deed from Head, TfV (Effective Date), the Licensee shall be deemed to have been granted a royalty-free, non-exclusive, non-transferable licence, with no right to sub-licence, to use the Licensed IP in Australia solely for the Purpose and in accordance with any Special Conditions.
3. The Licensee does not acquire any proprietary rights in the Licensed IP as a result of the Licence.
4. The term of the Licence is set out in item 4 of Annexure A.
5. The Licensee must not sell, licence, transfer, assign or supply the Licensed IP to any third party without the express prior written consent of Head, TfV.
6. The Licensee must not alter or amend the Materials in any way whatsoever without the prior written consent of Head, TfV.

7. TfV Material must not be used in any manner that may, in the sole opinion of Head, TfV, be misleading, or which may disparage Head, TfV, a public transport operator or the Victorian Government or public transport in the State of Victoria.
8. Head, TfV has taken reasonable steps to ensure that the Materials provided to the Licensee for the Purpose is accurate and current. However, no warranty is given by Head, TfV that the Materials are free from errors, are complete or up-to-date.
9. The Licensee assumes the sole risk of interpreting, applying and using the Materials provided by Head, TfV, and, indemnifies Head, TfV against all demands, claims, actions, liability, loss, damage, cost or injury of any kind whatsoever (including consequential loss and damage and any legal costs on an indemnity basis) that may be suffered or incurred by any person in connection with the Licensee's use of the Materials or the existence of errors in the Materials including as a result of the way in which Licensee has interpreted, applied or used the Materials. Despite anything to the contrary, this clause 9 will not apply if the Licensee is a school council constituted under Part 2.3 of the Education and Training Reform Act 2006 or section 13 of the Education Act 1958 (since repealed).
10. Head, TfV reserves the right to terminate the Licence at any time, for any reason.
11. The Licensee will liaise with the Head, TfV Representative regarding the operation of this Deed, as required.
12. This Deed may be executed in counterparts. All executed counterparts are taken to constitute one document.
13. This Deed comprises the entire agreement between the parties in relation to the Licence and replaces all previous agreements between the parties in connection with its subject matter.
14. A variation of this Deed must be made by agreement in writing and signed by the parties.
15. This Deed is governed by the laws of the State of Victoria and the Licensee submits to the jurisdiction of the courts of the State of Victoria.



Executed as a Deed.

Date (DD/MM/YYYY)

Executed by a duly authorised representative of the **Head, Transport for Victoria** in accordance with s 64ABA(1)(b) of the *Transport Integration Act 2010* (Vic):

Authorised representative signature

Authorised representative name (print)

Authorised Representative title (print)

Executed as a **Deed** by the **Licensee** by its authorised representative in the presence of:

Signature of Witness

Name of Witness

Signature of School Principal
as Authorised Representative signature

Name of School Principal
as Authorised Representative

Title of Authorised Representative



Annexure A

1. Name of Licensee

ACN / ABN

Name and Title of Licensee
Representative

Address

Phone Number

Email Address

2. Description of Materials Transport Victoria logo

3. Purpose Inclusion on Head, TfV approved school issued student ID cards.

4. Term Commences on the date that the Licensee receives acknowledgement of receipt of the executed Deed Poll from Head, TfV and continues for twenty four (24) months after that date.

a. The Licensee will provide Head, TfV with samples of the proposed use of the Materials, for Head, TfV's consent, prior to using the Material.

b. The Licensee will acknowledge Head, TfV as the owner of the Material through inclusion of the following notation in close proximity whenever the Material is used:

5. Special Conditions

Transport Victoria logo is a trade mark of Head, Transport for Victoria and is used under licence by:

c. Section 26(1) of the *Trade Marks Act 1995* provides that subject to the terms of a licence agreement, a Licensee may exercise certain rights in relation to a trade mark. The Licensee agrees it may not exercise any of such rights except as expressly permitted by this Deed.

6. Department within Head, TfV Products & Retail, Public Transport Ticketing

Address PO Box 4724 Melbourne VIC 3001

Email Address ticketingservices@transport.vic.gov.au



