**Intellectual Property Licence Deed Poll**

**By**

[Insert full school name, ACN / ABN and address] (Licensee)

**in favour of**

**Head, Transport for Victoria (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 Poll.

**Definitions**

In this Deed Poll, the following definitions apply:

**Annexure** means an annexure to this Deed Poll.

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

**Deed Poll** means this Intellectual Property Licence Deed Poll including its Annexures.

**Head, TfV** means Head, Transport for Victoria, a statutory office established under the *Transport Integration Act 2010 (Vic)*, on behalf of the Crown in right of the State of Victoria of Level 21, 1 Spring Street, Melbourne, Victoria, 3000.

**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 Poll 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 Poll, upon the Licensee executing and returning this
Deed Poll to Head, TfV and the Licensee then receiving acknowledgement of receipt of the executed
Deed Poll from Head, TfV, 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 Poll, as required.

12. This Deed Poll comprises the entire agreement between the parties in relation to the Licence and replaces all Deed Polls previously executed by the Licensee.

13. A variation of this Deed Poll must be made by agreement in writing and signed by the parties.

14. This Deed Poll 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 Poll.

Date [Insert DD/MM/YYYY]

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

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Signature of Witness |  | Signature of School Principalas Authorised Representative |
| [Insert Name of Witness] |  | [Insert Name of School Principal as Authorised Representative] |
| Name of Witness |  | Name of School Principalas Authorised Representative |
|  |  | [Insert Title of Authorised Representative] |
|  |  | Title of Authorised Representative |

**Annexure A**

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| --- | --- |
| 1. Name of Licensee | [Insert full school name] |
| ACN / ABN | [Insert school ACN/ABN] |
| Name and Title of Licensee Representative | [Insert name and title of school representative] |
| Address | [Insert school address] |
| Phone Number | [Insert school phone number] |
| Email Address | [Insert school email address] |
| 2. Description of Materials | PT> 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. |
| 5. Special Conditions | a. The Licensee will provide Head, TfV with samples of the  proposed use of the Materials, for Head, TfV’s consent,  prior to the Materials’ publication. |
|  | b. The Licensee will acknowledge Head, TfV as the owner of the trade mark through inclusion of the following notation in close proximity whenever the trade mark is used:  – “PT> logo is a trade mark of Head, TfV and is used under  licence by [Insert full school name]” |
|  | 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 agreement. |
| 6. Name and Title of Head, TfV Representative | Steven LetiziaManager – Products & RetailCustomer Service |
| Address | PO Box 4724Melbourne VIC 3001 |
| Phone Number | +61 3 9027 4668 |
| Email Address | steven.letizia@ptv.vic.gov.au |

**Annexure B**