

Appendix B – Intellectual Property Licence Deed

MANDATORY APPENDIX

General

This appendix provides a template Intellectual Property Licence Deed that is required for the artist to provide consent for use of their original artwork as part of an Acknowledgement of Country signage series.

Intellectual Property Licence Deed

[Licensor – insert name of artist]

Transport for NSW

KEY DETAILS

1 **Date** [insert date]

2 **Parties**

Licensor

Name [insert]

Address [insert]

Email [insert]

Licensee

Name Transport for NSW (ABN 18 804 239 602) a NSW
Government agency constituted under the Transport
Administration Act 1988 (NSW) (TfNSW)

Address 231 Elizabeth Street Sydney NSW 2001.

Email [insert]

BACKGROUND

- A. Licensor is the owner of Intellectual Property Rights in the Materials.
- B. The Licensee requires the use of the Materials for the Purpose.
- C. Licensor has agreed to grant to the Licensee a non-exclusive and fee-free licence to use the Materials in accordance with the terms of this deed.

TERMS

1 Interpretation

1.1 Definitions

The following words have the following meanings in this deed, unless the context requires otherwise.

Commencement Date means the date set out in Schedule 1.

Intellectual Property Rights means intellectual property rights at any time protected by statute or common law including copyright, trade marks, patents, registered designs, rights in domain names and trading names, and rights in circuit layouts and any application or right to apply for registration of these rights.

Materials means the materials set out in Schedule 1.

Purpose means the purpose set out in Schedule 1.

2 Term

- (a) This deed commences on the Commencement Date and will continue indefinitely.

3 Licence

3.1 Licence

- (a) The Licensor grants to the Licensee a non-exclusive and fee-free licence to use the Materials for the Purpose.
- (b) The rights granted by the Licensor to the Licensee under this deed are non-exclusive.

4 Obligations of the Licensee

- (a) The Licensee must only use the Material for the Purpose or as permitted by the Licensor.

5 Intellectual Property Rights

5.1 Licensor's Materials

The Licensee acknowledges that Licensor retains title to and ownership of all Intellectual Property Rights in the original Materials.

5.2 Non-infringement of third party intellectual property

- (a) The Licensor represents and warrants that:
 - (i) it owns the Intellectual Property Rights in the Material; and
 - (ii) the use of the Materials by the Licensee in accordance with this deed will not infringe the Intellectual Property Rights or moral rights of any other person.

6 Termination

6.1 Termination for breach

Licensor may terminate this deed by 30 days' notice in writing if the Licensee commits any breach of this deed which, if able to be remedied, is not remedied within 30 days of Licensor giving notice of such breach to the Licensee.

6.2 Consequences of termination

Upon termination of this deed:

- (a) the Licensee's rights to use the Material are terminated; and
- (b) the Licensee must immediately cease to use the Material.

7 Notices

Any notice given in connection with this document must be in writing and must be addressed to a party and either:

- (a) hand delivered to, or sent by post to the address in the Key Details; or
- (b) sent by email to the email address in the Key Details.

8 Entire agreement

This deed records the entire agreement between the parties and supersedes all previous negotiations, understandings, representations and agreements, in relation to the subject matter of this deed.

9 General

9.1 Variation

No provision of this deed nor a right conferred by it can be varied except in writing signed by the parties.

9.2 Governing law and Jurisdiction

This deed is governed by the law in force in New South Wales and the parties submit to the jurisdiction of the courts of New South Wales.

Schedule 1

1.	Commencement Date	The date that the parties sign this deed and if not sign on the same date the later of the dates.
2.	Materials	The following original artwork: [Note: please insert image]
3.	Purpose	To be displayed on Acknowledgement of Country signage on the NSW State Road network.

EXECUTION

Executed as a deed on

2017

Executed for and on behalf of **Transport for NSW (ABN 18 804 239 602)** by its authorised delegate in the presence of:

Signature of Authorised Delegate

Print name

Position held by TfNSW delegate

Executed by **[insert name of artist]**:

Signature of Artist